
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

Form 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of report (Date of earliest event reported) January 20, 2006 (January 19, 2006)

Cendant Corporation

(Exact name of Registrant as specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

1-10308
(Commission File No.)

06-0918165
(I.R.S. Employer
Identification Number)

9 West 57th Street
New York, NY
(Address of principal
executive office)

10019
(Zip Code)

Registrant's telephone number, including area code **(212) 413-1800**

None
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement

On January 19, 2006, our Cendant Rental Car Funding (AESOP) LLC subsidiary (the “Issuer”) issued \$600,000,000 aggregate principal amount of Series 2006-1 Floating Rate Rental Car Asset Backed Notes due 2011 bearing interest at LIBOR plus 0.22% per annum (the “Series 2006-1 Notes”). The Issuer issued the Series 2006-1 Notes under the Series 2006-1 Supplement (the “Indenture Supplement”), dated January 19, 2006, between the Issuer and The Bank of New York, as trustee and as Series 2006-1 Agent, to the Second Amended and Restated Base Indenture (the “Base Indenture”), dated as of June 3, 2004, between the Issuer and The Bank of New York, as trustee, as amended by Supplemental Indenture No. 1 (“Supplemental Indenture”), dated as of December 23, 2005, between the Issuer and The Bank of New York, as trustee.

The Supplemental Indenture amended defined terms and added new defined terms to the Base Indenture. In connection with such amendment, we also amended the Second Amended and Restated Loan Agreement among AESOP Leasing L.P., as Borrower, Quartx Fleet Management, Inc., as a Permitted Nominee, PV Holding Corp., as a Permitted Nominee and Cendant Rental Car Funding (AESOP) LLC (formerly known as AESOP Funding II L.L.C.), as Lender (the “Loan Amendment”) and the Second Amended and Restated Master Motor Vehicle Operating Lease Agreement between AESOP Leasing L.P., as Lessor and Cendant Rental Car Group, Inc. (now known as Cendant Car Rental Group, LLC), as Lessee and as Administrator (the “Lease Amendment”). The Supplemental Indenture, Loan Amendment and Lease Amendment are attached hereto as exhibits 10.1, 10.2 and 10.3, respectively, and are incorporated by reference herein. We include the Supplemental Indenture together with the other amendments so that investors may fully understand the terms of the Series 2006-1 Notes.

The Series 2006-1 Notes are secured under the Base Indenture primarily by vehicles, the majority of which are subject to manufacturer repurchase obligations, and other related assets. In addition, the payment of interest on, and principal of, the Series 2006-1 Notes are insured by a note guaranty insurance policy issued by MBIA Insurance Corporation. A copy of the Indenture Supplement is attached hereto as Exhibit 10.4 and is incorporated by reference herein.

Certain of the initial purchasers of the Series 2006-1 Notes and the trustee, and their respective affiliates, have performed and may in the future perform, various commercial banking, investment banking and other financial advisory services for us and our subsidiaries for which they have received, and will receive, customary fees and expenses.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information described above under “Item 1.01. Entry into a Material Definitive Agreement” is hereby incorporated herein by reference.

Item 9.01**Financial Statements and Exhibits.**

(c) Exhibits

- 10.1 Supplemental Indenture No. 1 to the Base Indenture, dated as of December 23, 2005, between Cendant Rental Car Funding (AESOP) LLC, as issuer and The Bank of New York, as trustee.
- 10.2 First Amendment to the Second Amended and Restated Loan Agreement, dated as of December 23, 2005, among AESOP Leasing L.P., as Borrower, Quartx Fleet Management, Inc., as a Permitted Nominee, PV Holding Corp., as a Permitted Nominee and Cendant Rental Car Funding (AESOP) LLC (formerly known as AESOP Funding II L.L.C.), as Lender.
- 10.3 First Amendment to the Second Amended and Restated Master Motor Vehicle Operating Lease Agreement, dated as of December 23, 2005, between AESOP Leasing L.P., as Lessor and Cendant Rental Car Group, Inc. (now known as Cendant Car Rental Group, LLC), as Lessee and as Administrator.
- 10.4 Series 2006-1 Supplement, dated January 19, 2006, between Cendant Rental Car Funding (AESOP) LLC, as issuer and The Bank of New York, as trustee and as Series 2006-1 Agent, to the Second Amended and Restated Base Indenture (the "Base Indenture"), dated as of June 3, 2004, between Cendant Rental Car Funding (AESOP) LLC, as issuer and The Bank of New York, as trustee.
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SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CENDANT CORPORATION

By: /s/ Eric J. Bock

Eric J. Bock
Executive Vice President, Law
and Corporate Secretary

Date: January 20, 2006

CENDANT CORPORATION
CURRENT REPORT ON FORM 8-K
Report Dated January 20, 2006 (January 19, 2006)

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Supplemental Indenture No. 1 to the Base Indenture, dated as of December 23, 2005, between Cendant Rental Car Funding (AESOP) LLC, as issuer and The Bank of New York, as trustee.
10.2	First Amendment to the Second Amended and Restated Loan Agreement, dated as of December 23, 2005, among AESOP Leasing L.P., as Borrower, Quartx Fleet Management, Inc., as a Permitted Nominee, PV Holding Corp., as a Permitted Nominee and Cendant Rental Car Funding (AESOP) LLC (formerly known as AESOP Funding II L.L.C.), as Lender.
10.3	First Amendment to the Second Amended and Restated Master Motor Vehicle Operating Lease Agreement, dated as of December 23, 2005, between AESOP Leasing L.P., as Lessor and Cendant Rental Car Group, Inc. (now known as Cendant Car Rental Group, LLC), as Lessee and as Administrator.
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CENDANT RENTAL CAR FUNDING (AESOP) LLC

as Issuer

and

THE BANK OF NEW YORK,

as Trustee

SUPPLEMENTAL INDENTURE No. 1

Dated as of December 23, 2005

to

SECOND AMENDED AND RESTATED

BASE INDENTURE

Dated as of June 3, 2004

Rental Car Asset Backed Notes

(Issuable in Series)

SUPPLEMENTAL INDENTURE No. 1, dated as of December 23, 2005 (“Supplemental Indenture”), to the SECOND AMENDED AND RESTATED BASE INDENTURE, dated as of June 3, 2004, between CENDANT RENTAL CAR FUNDING (AESOP) LLC, a special purpose, limited liability company established under the laws of Delaware, as issuer (“CRCF”), and THE BANK OF NEW YORK, a New York banking corporation, as trustee (in such capacity, the “Trustee”).

W I T N E S S E T H:

WHEREAS, CRCF and the Trustee are parties to a Second Amended and Restated Base Indenture, dated as of June 3, 2004 (the “Base Indenture”); and

WHEREAS, CRCF desires to amend certain definitions and to insert certain definitions into Schedule I to the Base Indenture;

WHEREAS, CRCF has duly authorized the execution and delivery of this Supplemental Indenture;

WHEREAS, pursuant to Section 12.2(i) of the Base Indenture, an amendment to certain definitions in the Definitions List in Schedule I to the Base Indenture requires the consent of each affected Noteholder; and

WHEREAS, CRCF has received the consent of each affected Noteholder in accordance with the terms and conditions of the applicable Supplement in connection with the execution of this Supplemental Indenture;

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration the receipt and sufficiency of which are acknowledged, it is mutually covenanted and agreed, that the Base Indenture be amended and supplemented as follows:

SECTION 1: AMENDMENT TO SCHEDULE I

Section 1.1 Additional Definitions. The Definitions List in Schedule I to the Base Indenture is hereby amended by adding the following definitions in appropriate alphabetical order:

““Adjustment Amount” means, as of any date of determination, with respect to each Adjusted Program Vehicle as of such date, an amount equal to either (i) the amount with respect to such Adjusted Program Vehicle for such date agreed to in writing by CRCF and each of the Noteholders, which amount shall have been reported by CRCF to each Rating Agency or (ii) if no such amount for such date has been agreed to in writing by CRCF and each of the Noteholders, the amount, if any, by which (a) the Net Book Value of such Adjusted Program Vehicle as of such date exceeds (b) an amount equal to what would have been the Net Book Value of such Program Vehicle as of such date had such Adjusted Program Vehicle been a Non-Program Vehicle at the time of delivery thereof pursuant to Section 2.1 of the AESOP I Operating Lease.”

“Adjusted Program Vehicle” means, as of any date of determination, a Program Vehicle manufactured by a Bankrupt Manufacturer with respect to which the Confirmation Condition is not satisfied; provided, however, that solely for the purposes of calculating the Adjustment Amount with respect to any Adjusted Program Vehicle that has become a Redesignated Vehicle, such Vehicle shall be considered an Adjusted Program Vehicle until all amounts required to be paid pursuant to, and in accordance with, Section 2.7 of the applicable Lease with respect to such Adjusted Program Vehicle have been paid.”

“Aggregate Adjustment Amount” means, as of any date of determination, the sum of the Adjustment Amount for each Adjusted Program Vehicle leased under a Lease.”

“Bankrupt Manufacturer” means any Manufacturer of Program Vehicles with respect to which an Event of Bankruptcy (determined without regard to the 60 day period in clause (a) of the definition of Event of Bankruptcy) has occurred and is continuing.”

“Chapter 11 Proceedings” means proceedings under chapter 11 of the Bankruptcy Code.”

“Confirmation Condition” means, with respect to any Bankrupt Manufacturer which is a debtor in Chapter 11 Proceedings, a condition that shall be satisfied upon the bankruptcy court having competent jurisdiction over such Chapter 11 Proceedings issuing an order that remains in effect approving (i) the assumption of such Bankrupt Manufacturer’s Manufacturer Program (and the related Assignment Agreements) by such Bankrupt Manufacturer or the trustee in bankruptcy of such Bankrupt Manufacturer under Section 365 of the Bankruptcy Code and at the time of such assumption, the payment of all amounts due and payable by such Bankrupt Manufacturer under such Manufacturer Program and the curing of all other defaults by the Bankrupt Manufacturer thereunder or (ii) the execution, delivery and performance by such Bankrupt Manufacturer of a new post-petition Manufacturer Program (and the related assignment agreements) on the same terms and covering the same Vehicles as such Bankrupt Manufacturer’s Manufacturer Program (and the related Assignment Agreements) in effect on the date such Bankrupt Manufacturer became subject to such Chapter 11 Proceedings and, at the time of the execution and delivery of such new post-petition Manufacturer Program, the payment of all amounts due and payable by such Bankrupt Manufacturer under such Manufacturer Program and the curing of all other defaults by the Bankrupt Manufacturer thereunder; provided that notwithstanding the foregoing, the Confirmation Condition shall be deemed satisfied until the 30th calendar day following the initial filing in respect of such Chapter 11 Proceedings.”

“Excluded Redesignated Vehicle” means each Vehicle manufactured by a Manufacturer with respect to which an Event of Bankruptcy or Manufacturer Event of Default has occurred that becomes a Redesignated Vehicle prior to the Inclusion Date for such Vehicle, as of and from the date such Vehicle becomes a Redesignated Vehicle to and until the Inclusion Date for such Vehicle.”

“Inclusion Date” means, with respect to any Vehicle, the date that is nine months after the earlier of (i) the date such Vehicle became a Redesignated Vehicle and (ii) if the Manufacturer of such Vehicle is a Bankrupt Manufacturer, the date upon which the Event of Bankruptcy which caused such Manufacturer to become a Bankrupt Manufacturer first occurred.”

“Redesignated Vehicle” means any Vehicle that was a Program Vehicle when originally acquired or financed by the applicable Lessor and that has been redesignated as a Non-Program Vehicle in accordance with Section 2.7 of the applicable Lease.”

“Unaccepted Program Vehicle” means a Program Vehicle that is rejected as ineligible for repurchase by the related Manufacturer (or for sale at auction under the applicable Manufacturer Program) and that is not expected to be accepted upon a subsequent return, or that at the time of its intended disposition is determined by the relevant Lessee as likely to be so rejected; provided, however, that after such rejection or determination such Vehicle will not be used in the operating fleet of the relevant Lessee.”

Section 1.2 Amended and Restated Definitions. The Definitions List in Schedule I to the Base Indenture is hereby amended by deleting the definition of “AESOP I Operating Lease Non-Program Vehicle Ineligible Asset Amount”, “AESOP I Operating Lease Program Vehicle Ineligible Asset Amount”, “AESOP II Ineligible Asset Amount”, “Eligible Non-Program Manufacturer”, “Finance Lease Non-Program Vehicle Ineligible Asset Amount”, “Finance Lease Program Vehicle Ineligible Asset Amount”, “Manufacturer Event of Default”, “Market Value Average”, “Monthly Noteholders Statement” and “Non-Program Fleet Market Value” and the following are hereby inserted in place thereof:

“AESOP I Operating Lease Non-Program Vehicle Ineligible Asset Amount” means, as of any date of determination, an amount equal to, without duplication, (a) the aggregate of all amounts specified in clause (ii) of the definition of “AESOP I Operating Lease Loan Agreement Non-Program Vehicle Borrowing Base” which are either (x) unpaid more than thirty (30) days past the applicable disposition date or (y) due from a Bankrupt Manufacturer, plus (b) the aggregate of all amounts specified in clause (iii) of the definition of “AESOP I Operating Lease Loan Agreement Non-Program Vehicle Borrowing Base” which are past due as of such date.”

“AESOP I Operating Lease Program Vehicle Ineligible Asset Amount” means, as of any date of determination, an amount equal to, without duplication, (a) the aggregate of all amounts receivable as of such date by AESOP Leasing or the Intermediary under and in accordance with a Manufacturer Program with respect to Program Vehicles that were leased under the AESOP I Operating Lease from a Manufacturer with respect to which a Manufacturer Event of Default has occurred, plus (b) the aggregate of all amounts receivable as of such date by AESOP Leasing or the Intermediary under and in accordance with a Manufacturer Program with respect to Program Vehicles that were leased under the AESOP I Operating Lease from a Manufacturer that is not a Bankrupt Manufacturer which amounts are unpaid more than ninety (90) days past the applicable Turnback Date, plus (c) the aggregate of all amounts specified in clause (iii) of the definition of “AESOP I Operating Lease Loan Agreement

Program Vehicle Borrowing Base” which are unpaid more than thirty (30) days past the applicable disposition date, plus (d) the aggregate of all amounts specified in clause (iv) of the definition of “AESOP I Operating Lease Loan Agreement Program Vehicle Borrowing Base” which are past due as of such date, plus (e) the aggregate of all amounts receivable from a Bankrupt Manufacturer as of such date by AESOP Leasing or the Intermediary under and in accordance with a Manufacturer Program with respect to Program Vehicles that were leased under the AESOP I Operating Lease.”

““AESOP II Ineligible Asset Amount” means, as of any date of determination, an amount equal to, without duplication, (a) the aggregate of all amounts receivable as of such date by AESOP Leasing II under and in accordance with a Manufacturer Program with respect to Program Vehicles leased under the AESOP II Operating Lease from a Manufacturer with respect to which a Manufacturer Event of Default has occurred, plus (b) the aggregate of all amounts receivable as of such date by AESOP Leasing II under and in accordance with a Manufacturer Program with respect to Program Vehicles leased under the AESOP II Operating Lease from a Manufacturer that is not a Bankrupt Manufacturer which amounts are unpaid more than ninety (90) days past the applicable Turnback Date, plus (c) the aggregate of all amounts specified in clause (iii) of the definition of “AESOP II Loan Agreement Borrowing Base” which are unpaid more than thirty (30) days past the applicable disposition date, plus (d) the aggregate of all amounts specified in clause (iv) of the definition of “AESOP II Loan Agreement Borrowing Base” which are past due as of such date, plus (e) the aggregate of all amounts receivable from a Bankrupt Manufacturer as of such date by AESOP Leasing II under and in accordance with a Manufacturer Program with respect to Program Vehicles leased under the AESOP II Operating Lease.”

““Eligible Non-Program Manufacturer” means GM, Chrysler, Ford, Mazda, Nissan, Nissan Hawaii, Toyota, Subaru, Mitsubishi, Kia, Hyundai, Isuzu, Suzuki and any other Manufacturer that (i) has been approved by the Rating Agencies or has been reviewed by the Rating Agencies and the Rating Agencies have indicated that the inclusion of such Manufacturer as an Eligible Non-Program Manufacturer will not adversely affect the current rating of any Series of Notes and (ii) has been approved by each Enhancement Provider.”

““Finance Lease Non-Program Vehicle Ineligible Asset Amount” means, as of any date of determination, an amount equal to the sum, without duplication, of (a) the aggregate of all amounts specified in clause (ii) of the definition of “AESOP I Finance Lease Loan Agreement Non-Program Vehicle Borrowing Base” which are either (x) unpaid more than thirty (30) days past the applicable disposition date or (y) due from a Bankrupt Manufacturer, plus (b) the aggregate of all amounts specified in clause (iii) of the definition of “AESOP I Finance Lease Loan Agreement Non-Program Vehicle Borrowing Base” which are past due as of such date.”

““Finance Lease Program Vehicle Ineligible Asset Amount” means, as of any date of determination, an amount (without duplication) equal to (a) the aggregate of all amounts receivable as of such date by CCRG, ARAC, BRAC, AESOP Leasing or the Intermediary under and in accordance with a Manufacturer Program with respect to Program Vehicles leased under the Finance Lease from a Manufacturer with respect to which a Manufacturer Event of Default has occurred, plus (b) the aggregate of all amounts receivable as of such date by CCRG, ARAC, BRAC, AESOP Leasing or the Intermediary under and in accordance with a Manufacturer Program with respect to

Program Vehicles leased under the Finance Lease from a Manufacturer that is not a Bankrupt Manufacturer which amounts are unpaid more than ninety (90) days past the applicable Turnback Date, plus (c) the aggregate of all amounts specified in clause (iii) of the definition of “AESOP I Finance Lease Loan Agreement Program Vehicle Borrowing Base” which are unpaid more than thirty (30) days past the applicable disposition date, plus (d) the aggregate of all amounts specified in clause (iv) of the definition of “AESOP I Finance Lease Loan Agreement Program Vehicle Borrowing Base” which are past due as of such date, plus (e) the aggregate of all amounts receivable from a Bankrupt Manufacturer as of such date by CCRG, ARAC, BRAC, AESOP Leasing or the Intermediary under and in accordance with a Manufacturer Program with respect to Program Vehicles leased under the Finance Lease.”

“Manufacturer Event of Default” means, with respect to any Manufacturer, (i) the failure by such Manufacturer (or in the case of a Guaranteed Depreciation Program, the failure by such Manufacturer or any related auction dealers) to pay any amount due (including any recovery in a bankruptcy proceeding of a payment previously made which results in a failure to pay) under such Manufacturer’s Manufacturer Program with respect to a Vehicle turned in to such Manufacturer (including any Relinquished Vehicle); provided, however, that (a)(I) in the case of an Eligible Manufacturer Program with a Manufacturer that is not a debtor in Chapter 11 Proceedings, such failure continues for more than ninety (90) days following the Turnback Date for such Vehicle, (II) in the case of an Eligible Manufacturer Program with a Manufacturer that is a debtor in Chapter 11 Proceedings, such failure continues either (x) for more than thirty (30) days from the later of the date such amount was due under the terms of such Manufacturer’s Manufacturer Program and the date of the initial filing in respect of such Chapter 11 Proceedings or (y) more than ninety (90) days following the Turnback Date for such Vehicle and (III) in the case of any other Manufacturer Program, such failure continues for more than thirty (30) days following the Turnback Date for such Vehicle and (b) in the case of an Eligible Manufacturer Program only, the aggregate of any such amounts not paid (each, a “Past Due Amount”) are equal to or in excess of the lesser of the Default Amount with respect to such Manufacturer Program and the then-outstanding aggregate amount of repurchase obligations of the Manufacturer under such Manufacturer Program, in each case net of Past Due Amounts that are the subject of a good faith dispute as evidenced by a writing by AESOP Leasing, AESOP Leasing II, ARAC, BRAC or CCRG, as applicable, or the Manufacturer questioning the accuracy of amounts paid or payable in respect of certain Vehicles tendered for repurchase under a Manufacturer Program (as distinguished from any dispute relating to the repudiation or other attempt to reject a Manufacturer Program by such Manufacturer generally of its obligations under such Manufacturer Program or the assertion by such Manufacturer of the invalidity or unenforceability as against it of such Manufacturer Program); (ii) the occurrence and continuance of an Event of Bankruptcy with respect to such Manufacturer; (iii) the failure or refusal by such Manufacturer to accept for repurchase Program Vehicles in breach of such Manufacturer’s related Manufacturer Program; or (iv) the termination of such

Manufacturer's Manufacturer Program or the failure of an Eligible Program Manufacturer's Manufacturer Program to meet the requirements of an Eligible Manufacturer Program; provided, that no Manufacturer Event of Default shall be deemed to have occurred and be continuing under clause (ii) with respect to a Manufacturer on any date so long as (a) no Enhancement Deficiency exists with respect to any Series of Notes, and (b) such Manufacturer is a debtor in Chapter 11 Proceedings and, on or prior to such date, (i) such Manufacturer has not failed to assume a Manufacturer Program and related assignment agreements and receive any bankruptcy court approval by any date specified by order of the bankruptcy court having competent jurisdiction over such Chapter 11 Proceedings, (ii) neither such Manufacturer nor the trustee in bankruptcy of such Manufacturer has filed a motion in the bankruptcy court having competent jurisdiction over such Chapter 11 Proceedings seeking such bankruptcy court's approval of the rejection of the Manufacturer Program (or any material portion thereof) of such Manufacturer pursuant to Section 365 of the Bankruptcy Code without concurrently seeking approval of the execution of a new Manufacturer Program (and the related Assignment Agreements) of such Manufacturer on the same terms and covering the same Vehicles as the Manufacturer Program being rejected and (iii) no plan in such Chapter 11 Proceedings has been confirmed without the assumption of all such Manufacturer Programs and the related Assignment Agreements under Section 365 of the Bankruptcy Code."

“Market Value Average” means, as of any day, the percentage equivalent of a fraction, the numerator of which is the average of the Non-Program Fleet Market Value as of the preceding Determination Date and the two Determination Dates precedent thereto and the denominator of which is the average of the aggregate Net Book Value of all Non-Program Vehicles (excluding (i) any Unaccepted Program Vehicles and (ii) any Excluded Redesignated Vehicles) leased under the AESOP I Operating Lease and the Finance Lease as of the preceding Determination Date and the two Determination Dates precedent thereto.”

“Monthly Noteholders Statement” means a statement containing the information set forth in Exhibit E to the Base Indenture.”

“Non-Program Fleet Market Value” means, with respect to all Non-Program Vehicles (excluding (i) any Unaccepted Program Vehicles and (ii) any Excluded Redesignated Vehicles) as of any date of determination, the sum of the respective Market Values of each such Non-Program Vehicle subject to the AESOP I Operating Lease or the Finance Lease as of such date. For purposes of computing the Non-Program Fleet Market Value, the “Market Value” of a Non-Program Vehicle means the market value of such Non-Program Vehicle as specified in the most recently published NADA Guide for the model class and model year of such Non-Program Vehicle based on the average equipment and the average mileage of each Non-Program Vehicle of such model class and model year then leased under the AESOP I Operating Lease and the Finance Lease. If such Non-Program Vehicle is not listed in the most recently published NADA Guide, then the “Market Value” of a Non-Program Vehicle means the Capitalized Cost of such Non-Program Vehicle less depreciation charges accrued in respect of such Non-Program Vehicle in accordance with the applicable Depreciation Schedule since the date of such

Non-Program Vehicle's purchase. Notwithstanding the foregoing, if a Non-Program Vehicle is subject to a Manufacturer Program and for so long as no Manufacturer Event of Default has occurred with respect to the related Manufacturer, the Market Value of such Non-Program Vehicle as of any date of determination, will equal the Repurchase Price on such date with respect to such Vehicle under such Manufacturer Program."

Section 1.3 Amended Definitions.

The Definitions List in Schedule I to the Base Indenture is hereby amended by deleting the term "Redesignated Program Vehicle" and replacing the term "Redesignated Program Vehicle" with the term "Unaccepted Program Vehicle" in each place such term appears within the definitions of "Measurement Month", "Measurement Month Average" and "Non-Program Vehicle Amount".

SECTION 2: REPRESENTATIONS AND WARRANTIES

In order to induce the Trustee to agree to this Supplemental Indenture, CRCF hereby represents and warrants as follows for the benefit of the Trustee and the Secured Parties, as of the date hereof:

Section 2.1 Affirmation of Representations and Warranties.

Each representation and warranty of CRCF set forth in the Base Indenture and in each other Related Document to which it is a party is true and correct as of the date of this Supplemental Indenture in all material respects (except for representations and warranties which are limited as to materiality by their terms, which representations and warranties shall be true and correct as of the date of this Supplemental Indenture) as though such representation or warranty were being made on and as of the date hereof and is hereby deemed repeated as though fully set forth herein.

Section 2.2 Limited Liability Company and Governmental Authorization.

The execution, delivery and performance by CRCF of this Supplemental Indenture (a) is within CRCF's limited liability company powers and has been duly authorized by all necessary limited liability company action, (b) requires no action by or in respect of, or filing with, any governmental body, agency or official which has not been obtained, and (c) does not contravene, or constitute a default under, any provision of applicable law or regulation or of the certificate of formation or limited liability company agreement of CRCF or of any law or governmental regulation, rule, contract, agreement, judgment, injunction, order, decree or other instrument binding upon CRCF or any of its Assets or result in the creation or imposition of any Lien on any Asset of CRCF, except for Liens created by this Supplemental Indenture or the other Related Documents. This Supplemental Indenture has been executed and delivered by a duly authorized officer of CRCF.

Section 2.3 Binding Effect.

This Supplemental Indenture is a legal, valid and binding obligation of CRCF enforceable against CRCF in accordance with its terms (except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally or by general equitable principles, whether considered in a proceeding at law or in equity and by an implied covenant of good faith and fair dealing).

Section 2.4 No Consent.

No consent or action by or in respect of, approval or other authorization of, or registration, declaration or filing with, any Governmental Authority or other Person is required for the valid execution and delivery of this Supplemental Indenture or for the performance of any of CRCF's obligations hereunder other than such consents, approvals, authorizations, registrations, declarations or filings as were obtained by CRCF prior to the Initial Closing Date, or the date hereof, as applicable.

SECTION 3: CONDITIONS PRECEDENT

This Supplemental Indenture shall become effective and shall be binding on each of the parties hereto upon the satisfaction or due waiver of each of the following conditions precedent:

1. The consent of each affected Noteholder shall have been given in accordance with the terms of the applicable Supplement and a copy thereof provided to the Trustee.
2. The Rating Agency Consent Condition shall have been satisfied.
3. The Trustee shall have received an Officer's Certificate of CRCF dated as of the date hereof to the effect that (i) no Amortization Event, Aggregate Asset Amount Deficiency, Enhancement Agreement Event of Default, Enhancement Deficiency, Loan Event of Default, AESOP I Operating Lease Vehicle Deficiency, Manufacturer Event of Default, Lease Event of Default, Potential Amortization Event, Potential Enhancement Agreement Event of Default, Potential Loan Event of Default, Potential Lease Event of Default, or Potential Manufacturer Event of Default is continuing or will occur as a result of the execution and delivery of this Supplemental Indenture, and (ii) the execution and delivery of this Supplemental Indenture will not result in any breach of any of the terms, conditions or provisions of or constitute a default under any indenture, mortgage, deed of trust or other agreement or instrument, including, without limitation, any Related Document, to which CRCF is a party or by which it or its property is bound or any order of any court or administrative agency entered in the suit, action or other judicial or administrative proceeding to which CRCF is a party or by which it or its property may be bound or to which it or its property may be subject,

4. The Trustee shall have received one or more Opinions of Counsel, subject to the assumptions and qualifications stated therein and an Officer's Certificate of CRCF, in each case, in a form substantially acceptable to the Trustee, dated the date hereof, substantially to the effect that all conditions precedent provided for in the Base Indenture with respect to the execution and delivery of this Supplemental Indenture have been complied with in all material respects.

SECTION 4: MISCELLANEOUS

Section 4.1 Counterpart Originals.

The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

Section 4.2 Ratification and Effect.

The Base Indenture, as amended and supplemented by this Supplemental Indenture, is in all respects ratified and confirmed, shall continue to be in full force and effect, and shall be read, taken and construed as one and the same instrument.

Section 4.3 Effect of Supplemental Indenture.

This Supplemental Indenture is limited as specified and, except as expressly stated herein, shall not constitute a modification, acceptance or waiver of any other provision of the Base Indenture.

Section 4.4 Headings, etc.

The headings of the Sections of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 4.5 Choice of Law.

THIS SUPPLEMENTAL INDENTURE SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Trustee and CRCF have caused this Supplemental Indenture to be duly executed by their respective duly authorized officers as of the day and year first written above.

CENDANT RENTAL CAR FUNDING
(AESOP) LLC,
as Issuer

By: /s/ Lori Gebron

Name: Lori Gebron

Title: Vice President

THE BANK OF NEW YORK,
as Trustee

By: /s/ John Bobko

Name: John Bobko

Title: Vice President

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED LOAN AGREEMENT

This FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED LOAN AGREEMENT (this "Amendment"), dated as of December 23, 2005, amends the Second Amended and Restated Loan Agreement, dated as of June 3, 2004 (the "AESOP I Operating Lease Loan Agreement"), among AESOP LEASING L.P., a Delaware limited partnership ("AESOP Leasing" or the "Borrower"), PV HOLDING CORP., a Delaware corporation ("PVHC"), as a Permitted Nominee of the Borrower, QUARTX FLEET MANAGEMENT, INC., a Delaware corporation ("Quartx"), as a Permitted Nominee of the Borrower, and CENDANT RENTAL CAR FUNDING (AESOP) LLC, a Delaware limited liability company ("CRCF" or the "Lender"). Unless otherwise specified herein, capitalized terms used herein shall have the meanings ascribed to such terms in (i) the Definitions List attached as Schedule I to the Second Amended and Restated Base Indenture, dated as of June 3, 2004, as amended (the "Base Indenture"), between CRCF, as issuer, and The Bank of New York, as trustee (the "Trustee"), as such Definitions List may from time to time be amended in accordance with the terms of the Base Indenture or the AESOP I Operating Lease Loan Agreement, as applicable.

WITNESSETH:

WHEREAS, pursuant to Section 13.1 of the AESOP I Operating Lease Loan Agreement, the AESOP I Operating Lease Loan Agreement may be amended with an agreement in writing and signed and delivered by the Lender, AESOP Leasing, PVHC and Quartx and consented to in writing by the Trustee;

WHEREAS, pursuant to Section 12.2 of the Base Indenture, the AESOP I Operating Lease Loan Agreement may be amended with the written consent of CRCF, the Trustee, any applicable Enhancement Provider, and the Requisite Investors;

WHEREAS, the parties desire to amend the AESOP I Operating Lease Loan Agreement to reflect an increase in the maximum lease term for certain vehicles under the AESOP I Operating Lease Loan Agreement from eighteen (18) to thirty-six (36) months; and

WHEREAS, CRCF has requested the Trustee, each applicable Enhancement Provider and the Requisite Investors to, and the Trustee, each applicable Enhancement Provider and the Requisite Investors have consented to, the amendment of certain provisions of the AESOP I Operating Lease Loan Agreement as set forth herein;

NOW, THEREFORE, it is agreed:

1. Section 10.14 of the AESOP I Operating Lease Loan Agreement is hereby amended such that all references therein to "eighteen (18) months" shall hereby be replaced with "thirty-six (36) months."
 2. This Amendment is limited as specified and, except as expressly stated herein, shall not constitute a modification, acceptance or waiver of any other provision of the AESOP I Operating Lease Loan Agreement.
-

3. This Amendment shall become effective as of the date (the "Amendment Effective Date") on which each of the following have occurred: (i) each of the parties hereto shall have executed and delivered this Amendment to the Trustee, (ii) the Rating Agency Consent Condition shall have been satisfied with respect to this Amendment and (iii) the Requisite Investors, the Trustee, the Lender and, for any applicable Series of Notes, each applicable Enhancement Provider, shall have consented hereto.
4. From and after the Amendment Effective Date, all references to the AESOP I Operating Lease Loan Agreement shall be deemed to be references to the AESOP I Operating Lease Loan Agreement as amended hereby.
5. This Amendment may be executed in separate counterparts by the parties hereto, each of which when so executed and delivered shall be an original but all of which shall together constitute one and the same instrument.
6. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective duly authorized officers as of the date above first written.

AESOP LEASING L.P.
By: AESOP LEASING CORP.
its general partner

By /s/ Lori Gebron
Name: Lori Gebron
Title: Vice President

PV HOLDING CORP.

By /s/ Karen C. Sclafani
Name: Karen C. Sclafani
Title: Senior Vice President and Secretary

QUARTX FLEET MANAGEMENT, INC.

By /s/ Karen C. Sclafani
Name: Karen C. Sclafani
Title: Senior Vice President and Secretary

CENDANT RENTAL CAR FUNDING (AESOP) LLC

By /s/ Lori Gebron
Name: Lori Gebron
Title: Vice President

Acknowledged and consented to:

THE BANK OF NEW YORK,
as Trustee

By /s/ John Bobko
Name: John Bobko
Title: Vice President

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED MASTER MOTOR VEHICLE OPERATING LEASE AGREEMENT

This FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED MASTER MOTOR VEHICLE OPERATING LEASE AGREEMENT (this "Amendment"), dated as of December 23, 2005, amends the Second Amended and Restated Master Motor Vehicle Operating Lease Agreement (the "AESOP I Operating Lease"), dated as of June 3, 2004, by and between AESOP LEASING L.P., a Delaware limited partnership, as lessor (the "Lessor") and CENDANT CAR RENTAL GROUP, INC., a Delaware corporation ("CCRG"), as lessee (in such capacity, the "Lessee") and as administrator (in such capacity, the "Administrator"). Unless otherwise specified herein, capitalized terms used herein shall have the meanings ascribed to such terms in (i) the Definitions List attached as Schedule I to the Second Amended and Restated Base Indenture, dated as of June 3, 2004 (as amended to date, the "Base Indenture"), between Cendant Rental Car Funding (AESOP) LLC ("CRCF"), as Issuer, and The Bank of New York, as Trustee, as such Definitions List may from time to time be amended in accordance with the terms of the Base Indenture or the AESOP I Operating Lease, as applicable.

WITNESSETH:

WHEREAS, pursuant to Section 29 of the AESOP I Operating Lease, the AESOP I Operating Lease may be amended with an agreement in writing signed by the Lessor and the Lessee and consented to in writing by CRCF, as lender (in such capacity, the "Lender"), and the Trustee;

WHEREAS, the parties desire to amend the AESOP I Operating Lease to reflect a change in the maximum term certain vehicles may be leased by the Lessee pursuant to the AESOP I Operating Lease from eighteen (18) to thirty-six (36) months; and

WHEREAS, the Lessor has requested the Trustee and the Lender to, and, upon this Amendment becoming effective, the Lessor, the Lender and the Trustee have agreed to, amend certain provisions of the AESOP I Operating Lease as set forth herein;

NOW, THEREFORE, it is agreed:

1. Section 2.6(a)(ii) and Sections 3.1(a) and (b) of the AESOP I Operating Lease are hereby amended such that all references therein to "eighteen (18) months" shall hereby be replaced with "thirty-six (36) months."
 2. This Amendment is limited as specified and, except as expressly stated herein, shall not constitute a modification, acceptance or waiver of any other provision of the AESOP I Operating Lease.
 3. This Amendment shall become effective as of the date (the "Amendment Effective Date") on which each of the following have occurred: (i) each of the parties hereto shall have executed and delivered this Amendment to the Trustee, (ii) the Rating Agency Consent Condition shall have been satisfied with respect to this Amendment and (iii) the Trustee and the Lender shall have consented hereto.
-

4. From and after the Amendment Effective Date, all references to the AESOP I Operating Lease shall be deemed to be references to the AESOP I Operating Lease as amended hereby.
5. This Amendment may be executed in separate counterparts by the parties hereto, each of which when so executed and delivered shall be an original but all of which shall together constitute one and the same instrument.
6. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective duly authorized officers as of the date above first written.

AESOP LEASING L.P., as Lessor
By: /s/ Lori Gebron
Name: Lori Gebron
Title: Vice President

CENDANT CAR RENTAL GROUP, INC., as
Lessee and Administrator
By: /s/ Elizabeth R. Cohen
Name: Elizabeth R. Cohen
Title: Vice President and Assistant Treasurer

Acknowledged and Consented

CENDANT RENTAL CAR FUNDING (AESOP) LLC, as Lender

By: /s/ Lori Gebron
Name: Lori Gebron
Title: Vice President

THE BANK OF NEW YORK, as Trustee

By: /s/ John Bobko
Name: John Bobko
Title: Vice President

CENDANT RENTAL CAR FUNDING (AESOP) LLC,

as Issuer

and

THE BANK OF NEW YORK,

as Trustee and Series 2006-1 Agent

SERIES 2006-1 SUPPLEMENT

dated as of January 19, 2006

to

SECOND AMENDED AND RESTATED BASE INDENTURE

dated as of June 3, 2004

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SERIES 2006-1 SUPPLEMENT, dated as of January 19, 2006 (this “Supplement”), among CENDANT RENTAL CAR FUNDING (AESOP) LLC, a special purpose limited liability company established under the laws of Delaware (“CRCF”), THE BANK OF NEW YORK, a New York banking corporation, as trustee (in such capacity, and together with its successors in trust thereunder as provided in the Base Indenture referred to below, the “Trustee”), and THE BANK OF NEW YORK, as agent (in such capacity, the “Series 2006-1 Agent”) for the benefit of the Series 2006-1 Noteholders, each Series 2006-1 Interest Rate Swap Counterparty and the Surety Provider, to the Second Amended and Restated Base Indenture, dated as of June 3, 2004, between CRCF and the Trustee (as amended, modified or supplemented from time to time, exclusive of Supplements creating a new Series of Notes, the “Base Indenture”).

PRELIMINARY STATEMENT

WHEREAS, Sections 2.2 and 12.1 of the Base Indenture provide, among other things, that CRCF and the Trustee may at any time and from time to time enter into a supplement to the Base Indenture for the purpose of authorizing the issuance of one or more Series of Notes;

NOW, THEREFORE, the parties hereto agree as follows:

DESIGNATION

There is hereby created a Series of Notes to be issued pursuant to the Base Indenture and this Supplement, and such Series of Notes shall be designated as the Series 2006-1 Floating Rate Rental Car Asset Backed Notes.

The proceeds from the sale of the Series 2006-1 Notes shall be deposited in the Collection Account and shall be paid to CRCF and used to make Loans under the Loan Agreements to the extent that the Borrowers have requested Loans thereunder and Eligible Vehicles are available for acquisition or refinancing thereunder on the date hereof. Any such portion of proceeds not so used to make Loans shall be deemed to be Principal Collections.

The Series 2006-1 Notes are a non-Segregated Series of Notes (as more fully described in the Base Indenture). Accordingly, all references in this Supplement to “all” Series of Notes (and all references in this Supplement to terms defined in the Base Indenture that contain references to “all” Series of Notes) shall refer to all Series of Notes other than Segregated Series of Notes.

ARTICLE I

DEFINITIONS

(a) All capitalized terms not otherwise defined herein are defined in the Definitions List attached to the Base Indenture as Schedule I thereto. All Article, Section, Subsection or Exhibit references herein shall refer to Articles, Sections, Subsections or Exhibits of this Supplement, except as otherwise provided herein. Unless otherwise stated herein, as the context otherwise requires or if such term is otherwise defined in the Base Indenture, each capitalized

term used or defined herein shall relate only to the Series 2006-1 Notes and not to any other Series of Notes issued by CRCF. In the event that a term used herein shall be defined both herein and in the Base Indenture, the definition of such term herein shall govern.

(b) The following words and phrases shall have the following meanings with respect to the Series 2006-1 Notes and the definitions of such terms are applicable to the singular as well as the plural form of such terms and to the masculine as well as the feminine and neuter genders of such terms:

“Adjusted Net Book Value” means, as of any date of determination, with respect to each Adjusted Program Vehicle as of such date, the product of 0.965 and the Net Book Value of such Adjusted Program Vehicle as of such date.

“Authorized Newspaper” means the *Luxemburger Wort* or other daily newspaper of general circulation in Luxembourg (or if publication is not practical in Luxembourg, in Europe).

“Business Day” means any day other than (a) a Saturday or a Sunday or (b) a day on which the Surety Provider or banking institutions in New York City or in the city in which the corporate trust office of the Trustee is located are authorized or obligated by law or executive order to close.

“Certificate of Lease Deficit Demand” means a certificate substantially in the form of Annex A to the Series 2006-1 Letters of Credit.

“Certificate of Termination Date Demand” means a certificate substantially in the form of Annex D to the Series 2006-1 Letters of Credit.

“Certificate of Termination Demand” means a certificate substantially in the form of Annex C to the Series 2006-1 Letters of Credit.

“Certificate of Unpaid Demand Note Demand” means a certificate substantially in the form of Annex B to the Series 2006-1 Letters of Credit.

“Clearstream” is defined in Section 5.2.

“Confirmation Condition” means, with respect to any Bankrupt Manufacturer which is a debtor in Chapter 11 Proceedings, a condition that shall be satisfied upon the bankruptcy court having competent jurisdiction over such Chapter 11 Proceedings issuing an order that remains in effect approving (i) the assumption of such Bankrupt Manufacturer’s Manufacturer Program (and the related Assignment Agreements) by such Bankrupt Manufacturer or the trustee in bankruptcy of such Bankrupt Manufacturer under Section 365 of the Bankruptcy Code and at the time of such assumption, the payment of all amounts due and payable by such Bankrupt Manufacturer under such Manufacturer Program and the curing of all other defaults by the Bankrupt Manufacturer thereunder or (ii) the execution, delivery and performance by such Bankrupt Manufacturer of a new post-petition Manufacturer Program (and the related assignment agreements) on the same terms and covering the same Vehicles as such Bankrupt Manufacturer’s Manufacturer Program (and the related Assignment Agreements) in

effect on the date such Bankrupt Manufacturer became subject to such Chapter 11 Proceedings and, at the time of the execution and delivery of such new post-petition Manufacturer Program, the payment of all amounts due and payable by such Bankrupt Manufacturer under such Manufacturer Program and the curing of all other defaults by the Bankrupt Manufacturer thereunder; provided that notwithstanding the foregoing, the Confirmation Condition shall be deemed satisfied until the 90th calendar day following the initial filing in respect of such Chapter 11 Proceedings.

“Consent” is defined in Article IV.

“Consent Period Expiration Date” is defined in Article IV.

“Demand Note Issuer” means each issuer of a Series 2006-1 Demand Note.

“Designated Amounts” is defined in Article IV.

“Disbursement” means any Lease Deficit Disbursement, any Unpaid Demand Note Disbursement, any Termination Date Disbursement or any Termination Disbursement under a Series 2006-1 Letter of Credit, or any combination thereof, as the context may require.

“Euroclear” is defined in Section 5.2.

“Excess Collections” is defined in Section 2.3(f)(i).

“Excluded Receivable Amount” means, as of any date of determination, the greater of the Moody’s Excluded Receivable Amount and the Standard & Poor’s Excluded Receivable Amount as of such date.

“Finance Guide” means the Black Book Official Finance/Lease Guide.

“Fixed Rate Payment” means, for any Distribution Date, the amount, if any, payable by CRCF as the “Fixed Amount” under any Series 2006-1 Interest Rate Swap after the netting of payments due to CRCF as the “Floating Amount” from the Series 2006-1 Interest Rate Swap Counterparty under such Series 2006-1 Interest Rate Swap on such Distribution Date.

“Inclusion Date” means, with respect to any Vehicle, the date that is three months after the earlier of (i) the date such Vehicle became a Redesignated Vehicle and (ii) if the Manufacturer of such Vehicle is a Bankrupt Manufacturer, the date upon which the Event of Bankruptcy which caused such Manufacturer to become a Bankrupt Manufacturer first occurred.

“Insurance Agreement” means the Insurance Agreement, dated as of January 19, 2006, among the Surety Provider, the Trustee and CRCF, which shall constitute an “Enhancement Agreement” with respect to the Series 2006-1 Notes for all purposes under the Indenture.

“Insured Principal Deficit Amount” means, with respect to any Distribution Date, the excess, if any, of (a) the Series 2006-1 Outstanding Principal Amount on such Distribution Date (after giving effect to the distribution of the Monthly Total Principal Allocation for the

Related Month) over (b) the sum of the Series 2006-1 Available Reserve Account Amount on such Distribution Date, the Series 2006-1 Letter of Credit Amount on such Distribution Date and the Series 2006-1 AESOP I Operating Lease Loan Agreement Borrowing Base on such Distribution Date.

“Lease Deficit Disbursement” means an amount drawn under a Series 2006-1 Letter of Credit pursuant to a Certificate of Lease Deficit Demand.

“LIBOR” means, with respect to each Series 2006-1 Interest Period, a rate per annum to be determined by the Trustee as follows:

(i) On each LIBOR Determination Date, the Trustee will determine the London interbank offered rate for U.S. dollar deposits for one month that appears on Telerate Page 3750 as it relates to U.S. dollars as of 11:00 a.m., London time, on such LIBOR Determination Date:

(ii) If, on any LIBOR Determination Date, such rate does not appear on Telerate Page 3750, the Trustee will request that the principal London offices of each of four major banks in the London interbank market selected by the Trustee provide the Trustee with offered quotations for deposits in U.S. dollars for a period of one month, commencing on the first day of such Series 2006-1 Interest Period, to prime banks in the London interbank market at approximately 11:00 a.m., London time, on such LIBOR Determination Date and in a principal amount equal to an amount of not less than \$250,000 that is representative of a single transaction in such market at such time. If at least two such quotations are provided, “LIBOR” for such Series 2006-1 Interest Period will be the arithmetic mean of such quotations; or

(iii) If fewer than two such quotations are provided pursuant to clause (ii), “LIBOR” for such Series 2006-1 Interest Period will be the arithmetic mean of rates quoted by three major banks in the City of New York selected by the Trustee at approximately 11:00 a.m., New York City time, on such LIBOR Determination Date for loans in U.S. dollars to leading European banks, for a period of one month, commencing on the first day of such Series 2006-1 Interest Period, and in a principal amount equal to an amount of not less than \$250,000 that is representative of a single transaction in such market at such time; provided, however, that if the banks selected as aforesaid by such Trustee are not quoting rates as mentioned in this sentence, “LIBOR” for such Series 2006-1 Interest Period will be the same as “LIBOR” for the immediately preceding Series 2006-1 Interest Period.

“LIBOR Determination Date” means, with respect to any Series 2006-1 Interest Period, the second London Banking Day preceding the first day of such Series 2006-1 Interest Period.

“London Banking Day” means any business day on which dealings in deposits in United States dollars are transacted in the London interbank market.

“Market Value Average” means, as of any day, the percentage equivalent of a fraction, the numerator of which is the average of the Selected Fleet Market Value as of the

preceding Determination Date and the two Determination Dates precedent thereto and the denominator of which is the sum of (a) the average of the aggregate Net Book Value of all Non-Program Vehicles (excluding (i) any Unaccepted Program Vehicles, (ii) any Excluded Redesignated Vehicles and (iii) any other Non-Program Vehicles that are subject to a Manufacturer Program with an Eligible Non-Program Manufacturer with respect to which no Manufacturer Event of Default has occurred and is continuing) and (b) the average of the aggregate Adjusted Net Book Value of all Adjusted Program Vehicles, in the case of each of clause (a) and (b) leased under the AESOP I Operating Lease and the Finance Lease as of the preceding Determination Date and the two Determination Dates precedent thereto.

“Monthly Total Principal Allocation” means for any Related Month the sum of all Series 2006-1 Principal Allocations with respect to such Related Month.

“Moody’s Excluded Manufacturer Receivable Specified Percentage” means, as of any date of determination, with respect to each Moody’s Non-Investment Grade Manufacturer as of such date, the percentage (not to exceed 100%) most recently specified in writing by Moody’s to CRCF and the Trustee and consented to by the Surety Provider with respect to such Moody’s Non-Investment Grade Manufacturer; provided, however, that as of the Series 2006-1 Closing Date the Moody’s Excluded Manufacturer Receivable Specified Percentage for each Moody’s Non-Investment Grade Manufacturer shall be 100%; provided further that the initial Moody’s Excluded Manufacturer Receivable Specified Percentage with respect to any Manufacturer that becomes a Moody’s Non-Investment Grade Manufacturer after the Series 2006-1 Closing Date shall be 100%.

“Moody’s Excluded Receivable Amount” means, as of any date of determination, the sum of the following amounts with respect to each Moody’s Non-Investment Grade Manufacturer as of such date: the product of (i) to the extent such amounts are included in the calculation of AESOP I Operating Lease Loan Agreement Borrowing Base as of such date, all amounts receivable, as of such date, by AESOP Leasing or the Intermediary from such Moody’s Non-Investment Grade Manufacturer and (ii) the Moody’s Excluded Manufacturer Receivable Specified Percentage for such Moody’s Non-Investment Grade Manufacturer as of such date.

“Moody’s Non-Investment Grade Manufacturer” means, as of any date of determination, any Manufacturer that (i) is not a Bankrupt Manufacturer and (ii) does not have a long-term senior unsecured debt rating of at least “Baa3” from Moody’s; provided that any Manufacturer whose long-term senior unsecured debt rating is downgraded from at least “Baa3” to below “Baa3” by Moody’s after the Series 2006-1 Closing Date shall not be deemed a Moody’s Non-Investment Grade Manufacturer until the thirtieth (30th) calendar day following such downgrade.

“Past Due Rent Payment” is defined in Section 2.2(g).

“Permanent Global Series 2006-1 Note” is defined in Section 5.2.

“Pre-Preference Period Demand Note Payments” means, as of any date of determination, the aggregate amount of all proceeds of demands made on the Series 2006-1 Demand Notes included in the Series 2006-1 Demand Note Payment Amount as of the Series 2006-1

Letter of Credit Termination Date that were paid by the Demand Note Issuers more than one year before such date of determination; provided, however, that if an Event of Bankruptcy (or the occurrence of an event described in clause (a) of the definition thereof, without the lapse of a period of sixty (60) consecutive days) with respect to a Demand Note Issuer occurs during such one year period, (x) the Pre-Preference Period Demand Note Payments as of any date during the period from and including the date of the occurrence of such Event of Bankruptcy to and including the conclusion or dismissal of the proceedings giving rise to such Event of Bankruptcy without continuing jurisdiction by the court in such proceedings shall equal the Pre-Preference Period Demand Note Payments as of the date of such occurrence for all Demand Note Issuers and (y) the Pre-Preference Period Demand Note Payments as of any date after the conclusion or dismissal of such proceedings shall equal the Series 2006-1 Demand Note Payment Amount as of the date of the conclusion or dismissal of such proceedings.

“Principal Deficit Amount” means, as of any date of determination, the excess, if any, of (i) the Series 2006-1 Invested Amount on such date (after giving effect to the distribution of the Monthly Total Principal Allocation for the Related Month if such date is a Distribution Date) over (ii) the Series 2006-1 AESOP I Operating Lease Loan Agreement Borrowing Base on such date; provided, however the Principal Deficit Amount on any date occurring during the period commencing on and including the date of the filing by any of the Lessees of a petition for relief under Chapter 11 of the Bankruptcy Code to but excluding the date on which each of the Lessees shall have resumed making all payments of the portion of Monthly Base Rent relating to Loan Interest required to be made under the AESOP I Operating Lease, shall mean the excess, if any, of (x) the Series 2006-1 Invested Amount on such date (after giving effect to the distribution of Monthly Total Principal Allocation for the Related Month if such date is a Distribution Date) over (y) the sum of (1) the Series 2006-1 AESOP I Operating Lease Loan Agreement Borrowing Base on such date and (2) the lesser of (a) the Series 2006-1 Liquidity Amount on such date and (b) the Series 2006-1 Required Liquidity Amount on such date.

“Pro Rata Share” means, with respect to any Series 2006-1 Letter of Credit Provider as of any date, the fraction (expressed as a percentage) obtained by dividing (A) the available amount under such Series 2006-1 Letter of Credit Provider’s Series 2006-1 Letter of Credit as of such date by (B) an amount equal to the aggregate available amount under all Series 2006-1 Letters of Credit as of such date; provided, that only for purposes of calculating the Pro Rata Share with respect to any Series 2006-1 Letter of Credit Provider as of any date, if such Series 2006-1 Letter of Credit Provider has not complied with its obligation to pay the Trustee the amount of any draw under its Series 2006-1 Letter of Credit made prior to such date, the available amount under such Series 2006-1 Letter of Credit Provider’s Series 2006-1 Letter of Credit as of such date shall be treated as reduced (for calculation purposes only) by the amount of such unpaid demand and shall not be reinstated for purposes of such calculation unless and until the date as of which such Series 2006-1 Letter of Credit Provider has paid such amount to the Trustee and been reimbursed by the Lessee or the applicable Demand Note Issuer, as the case may be, for such amount (provided that the foregoing calculation shall not in any manner reduce the undersigned’s actual liability in respect of any failure to pay any demand under its Series 2006-1 Letter of Credit).

“Qualified Interest Rate Swap Counterparty” means a counterparty (A) who is acceptable to the Surety Provider (in the exercise of its reasonable judgment) and (B) who is a

bank or other financial institution, which is acceptable to each Rating Agency or which has, or which has all of its obligations under its Series 2006-1 Interest Rate Swap guaranteed by a Person that has, (i) a short-term senior, unsecured debt, deposit, claims paying or credit (as the case may be) rating of at least “A-1”, or if such bank, financial institution or Person does not have a short-term senior, unsecured debt rating, then a long-term senior, unsecured debt, deposit, claims paying or credit (as the case may be) rating of at least “A+”, in each case, from Standard & Poor’s and (ii) a short-term senior, unsecured debt, deposit, claims paying or credit (as the case may be) rating of “P-1”, or if such bank, financial institution or Person does not have a short-term senior, unsecured debt rating, then a long-term senior, unsecured debt, deposit, claims paying or credit (as the case may be) rating of at least “A1”, in each case, from Moody’s.

“Requisite Noteholders” means Series 2006-1 Noteholders holding more than 50% of the Series 2006-1 Invested Amount.

“Restricted Global Series 2006-1 Note” is defined in Section 5.1.

“Selected Fleet Market Value” means, with respect to all Adjusted Program Vehicles and all Non-Program Vehicles (excluding (i) any Unaccepted Program Vehicles, (ii) any Excluded Redesignated Vehicles and (iii) any other Non-Program Vehicles that are subject to a Manufacturer Program with an Eligible Non-Program Manufacturer with respect to which no Manufacturer Event of Default has occurred and is continuing) as of any date of determination, the sum of the respective Market Values of each such Adjusted Program Vehicle and each such Non-Program Vehicle, in each case subject to the AESOP I Operating Lease or the Finance Lease as of such date. For purposes of computing the Selected Fleet Market Value, the “Market Value” of an Adjusted Program Vehicle or a Non-Program Vehicle means the market value of such Vehicle as specified in the most recently published NADA Guide for the model class and model year of such Vehicle based on the average equipment and the average mileage of each Vehicle of such model class and model year then leased under the AESOP I Operating Lease and the Finance Lease; *provided*, that if the NADA Guide is not being published or the NADA Guide is being published but such Vehicle is not included therein, the Market Value of such Vehicle shall be based on the market value specified in the most recently published Finance Guide for the model class and model year of such Vehicle based on the average equipment and the average mileage of each Vehicle of such model class and model year then leased under the AESOP I Operating Lease or the Finance Lease; *provided, further*, that if the Finance Guide is being published but such Vehicle is not included therein, the Market Value of such Vehicle shall mean (x) in the case of an Adjusted Program Vehicle, the Adjusted Net Book Value of such Adjusted Program Vehicle and (y) in the case of a Non-Program Vehicle, the Net Book Value of such Non-Program Vehicle *provided, further*, that if the Finance Guide is not being published, the Market Value of such Vehicle shall be based on an independent third-party data source selected by the Administrator and approved by each Rating Agency that is rating any Series of Notes and the Surety Provider (such approval not to be unreasonably withheld or delayed), at the request of CRCF based on the average equipment and average mileage of each Vehicle of such model class and model year then leased under the AESOP I Operating Lease or the Finance Lease; *provided, further*, that if no such third-party data source or methodology shall have been so approved or any such third-party data source or methodology is not available, the Market Value of such Vehicle shall be equal to a reasonable estimate of the

wholesale market value of such Vehicle as determined by the Administrator, based on the Net Book Value of such Vehicle and any other factors deemed relevant by the Administrator.

“Series 2000-2 Notes” means the Series of Notes designated as the Series 2000-2 Notes.

“Series 2001-2 Notes” means the Series of Notes designated as the Series 2001-2 Notes.

“Series 2002-1 Notes” means the Series of Notes designated as the Series 2002-1 Notes.

“Series 2002-2 Notes” means the Series of Notes designated as the Series 2002-2 Notes.

“Series 2002-3 Notes” means the Series of Notes designated as the Series 2002-3 Notes.

“Series 2003-1 Notes” means the Series of Notes designated as the Series 2003-1 Notes.

“Series 2003-2 Notes” means the Series of Notes designated as the Series 2003-2 Notes.

“Series 2003-3 Notes” means the Series of Notes designated as the Series 2003-3 Notes.

“Series 2003-4 Notes” means the Series of Notes designated as the Series 2003-4 Notes.

“Series 2003-5 Notes” means the Series of Notes designated as the Series 2003-5 Notes.

“Series 2004-1 Notes” means the Series of Notes designated as the Series 2004-1 Notes.

“Series 2004-2 Notes” means the Series of Notes designated as the Series 2004-2 Notes.

“Series 2004-4 Notes” means the Series of Notes designated as the Series 2004-4 Notes.

“Series 2005-1 Notes” means the Series of Notes designated as the Series 2005-1 Notes.

“Series 2005-2 Notes” means the Series of Notes designated as the Series 2005-2 Notes.

“Series 2005-3 Notes” means the Series of Notes designated as the Series 2005-3 Notes.

“Series 2005-4 Notes” means the Series of Notes designated as the Series 2005-4 Notes.

“Series 2006-1 Accounts” means each of the Series 2006-1 Distribution Account, the Series 2006-1 Reserve Account, the Series 2006-1 Collection Account, the Series 2006-1 Excess Collection Account and the Series 2006-1 Accrued Interest Account.

“Series 2006-1 Accrued Interest Account” is defined in Section 2.1(b).

“Series 2006-1 Adjusted Monthly Interest” means (a) for the initial Distribution Date, an amount equal to \$2,586,721.50 and (b) for any other Distribution Date, the sum of (i) an amount equal to the product of (1) the Series 2006-1 Note Rate for the Series 2006-1 Interest Period ending on the day preceding such Distribution Date, (2) the Series 2006-1 Outstanding Principal Amount on the first day of such Series 2006-1 Interest Period and (3) a fraction, the numerator of which is the number of days in such Series 2006-1 Interest Period and the denominator of which is 360 and (ii) any amount described in clause (b)(i) with respect to a prior Distribution Date that remains unpaid as of such Distribution Date (together with any accrued interest on such amount).

“Series 2006-1 AESOP I Operating Lease Loan Agreement Borrowing Base” means, as of any date of determination, the product of (a) the Series 2006-1 AESOP I Operating Lease Vehicle Percentage as of such date and (b) the excess of (i) the AESOP I Operating Lease Loan Agreement Borrowing Base as of such date over (ii) the Excluded Receivable Amount as of such date.

“Series 2006-1 AESOP I Operating Lease Vehicle Percentage” means, as of any date of determination, a fraction, expressed as a percentage (which percentage shall never exceed 100%), the numerator of which is the Series 2006-1 Required AESOP I Operating Lease Vehicle Amount as of such date and the denominator of which is the sum of the Required AESOP I Operating Lease Vehicle Amounts for all Series of Notes as of such date.

“Series 2006-1 Agent” is defined in the recitals hereto.

“Series 2006-1 Available Cash Collateral Account Amount” means, as of any date of determination, the amount on deposit in the Series 2006-1 Cash Collateral Account (after giving effect to any deposits thereto and withdrawals and releases therefrom on such date).

“Series-2006-1 Available Reserve Account Amount” means, as of any date of determination, the amount on deposit in the Series 2006-1 Reserve Account (after giving effect to any deposits thereto and withdrawals and releases therefrom on such date).

“Series 2006-1 Carryover Controlled Amortization Amount” means, with respect to any Related Month during the Series 2006-1 Controlled Amortization Period, the amount, if any, by which the portion of the Monthly Total Principal Allocation paid to the Series 2006-1 Noteholders pursuant to Section 2.5(e) for the previous Related Month was less than the Series

2006-1 Controlled Distribution Amount for the previous Related Month; provided, however, that for the first Related Month in the Series 2006-1 Controlled Amortization Period, the Series 2006-1 Carryover Controlled Amortization Amount shall be zero.

“Series 2006-1 Cash Collateral Account” is defined in Section 2.8(f).

“Series 2006-1 Cash Collateral Account Collateral” is defined in Section 2.8(a).

“Series 2006-1 Cash Collateral Account Surplus” means, with respect to any Distribution Date, the lesser of (a) the Series 2006-1 Available Cash Collateral Account Amount and (b) the lesser of (A) the excess, if any, of the Series 2006-1 Liquidity Amount (after giving effect to any withdrawal from the Series 2006-1 Reserve Account on such Distribution Date) over the Series 2006-1 Required Liquidity Amount on such Distribution Date and (B) the excess, if any, of the Series 2006-1 Enhancement Amount (after giving effect to any withdrawal from the Series 2006-1 Reserve Account on such Distribution Date) over the Series 2006-1 Required Enhancement Amount on such Distribution Date; provided, however that, on any date after the Series 2006-1 Letter of Credit Termination Date, the Series 2006-1 Cash Collateral Account Surplus shall mean the excess, if any, of (x) the Series 2006-1 Available Cash Collateral Account Amount over (y) the Series 2006-1 Demand Note Payment Amount minus the Pre-Preference Period Demand Note Payments as of such date.

“Series 2006-1 Cash Collateral Percentage” means, as of any date of determination, the percentage equivalent of a fraction, the numerator of which is the Series 2006-1 Available Cash Collateral Amount as of such date and the denominator of which is the Series 2006-1 Letter of Credit Liquidity Amount as of such date.

“Series 2006-1 Closing Date” means January 19, 2006.

“Series 2006-1 Collateral” means the Collateral, each Series 2006-1 Letter of Credit, each Series 2006-1 Demand Note, the Series 2006-1 Distribution Account Collateral, the Series 2006-1 Interest Rate Swap Collateral, the Series 2006-1 Cash Collateral Account Collateral and the Series 2006-1 Reserve Account Collateral.

“Series 2006-1 Collection Account” is defined in Section 2.1(b).

“Series 2006-1 Controlled Amortization Amount” means with respect to any Related Month during the Series 2006-1 Controlled Amortization Period, \$100,000,000.

“Series 2006-1 Controlled Amortization Period” means the period commencing at the opening of business on September 1, 2010 (or, if such day is not a Business Day, the Business Day immediately preceding such day) and continuing to the earliest of (i) the commencement of the Series 2006-1 Rapid Amortization Period, (ii) the date on which the Series 2006-1 Notes are fully paid and (iii) the termination of the Indenture.

“Series 2006-1 Controlled Distribution Amount” means, with respect to any Related Month during the Series 2006-1 Controlled Amortization Period, an amount equal to the sum of the Series 2006-1 Controlled Amortization Amount and any Series 2006-1 Carryover Controlled Amortization Amount for such Related Month.

“Series 2006-1 Demand Note” means each demand note made by a Demand Note Issuer, substantially in the form of Exhibit C, as amended, modified or restated from time to time.

“Series 2006-1 Demand Note Payment Amount” means, as of the Series 2006-1 Letter of Credit Termination Date, the aggregate amount of all proceeds of demands made on the Series 2006-1 Demand Notes pursuant to Section 2.5(b) or (c) that were deposited into the Series 2006-1 Distribution Account and paid to the Series 2006-1 Noteholders during the one year period ending on the Series 2006-1 Letter of Credit Termination Date; provided, however, that if an Event of Bankruptcy (or the occurrence of an event described in clause (a) of the definition thereof, without the lapse of a period of sixty (60) consecutive days) with respect to a Demand Note Issuer shall have occurred during such one year period, the Series 2006-1 Demand Note Payment Amount as of the Series 2006-1 Letter of Credit Termination Date shall equal the Series 2006-1 Demand Note Payment Amount as if it were calculated as of the date of such occurrence.

“Series 2006-1 Deposit Date” is defined in Section 2.2.

“Series 2006-1 Distribution Account” is defined in Section 2.9(a).

“Series 2006-1 Distribution Account Collateral” is defined in Section 2.9(d).

“Series 2006-1 Eligible Letter of Credit Provider” means a Person satisfactory to CCRG, the Demand Note Issuers and the Surety Provider and having, at the time of the issuance of the related Series 2006-1 Letter of Credit, a long-term senior unsecured debt rating (or the equivalent thereof in the case of Moody’s or Standard & Poor’s, as applicable) of at least “A+” from Standard & Poor’s and at least “A1” from Moody’s and a short-term senior unsecured debt rating of at least “A-1” from Standard & Poor’s and “P-1” from Moody’s that is (a) a commercial bank having total assets in excess of \$500,000,000, (b) a finance company, insurance company or other financial institution that in the ordinary course of business issues letters of credit and has total assets in excess of \$200,000,000 or (c) any other financial institution; provided, however, that if a Person is not a Series 2006-1 Letter of Credit Provider (or a letter of credit provider under the Supplement for any other Series of Notes), then such Person shall not be a Series 2006-1 Eligible Letter of Credit Provider until CRCF has provided 10 days’ prior notice to the Rating Agencies that such Person has been proposed as a Series 2006-1 Letter of Credit Provider.

“Series 2006-1 Enhancement” means the Series 2006-1 Cash Collateral Account Collateral, the Series 2006-1 Letters of Credit, the Series 2006-1 Demand Notes, the Series 2006-1 Overcollateralization Amount and the Series 2006-1 Reserve Account Amount.

“Series 2006-1 Enhancement Amount” means, as of any date of determination, the sum of (i) the Series 2006-1 Overcollateralization Amount as of such date, (ii) the Series 2006-1 Letter of Credit Amount as of such date, (iii) the Series 2006-1 Available Reserve Account Amount as of such date and (iv) the amount of cash and Permitted Investments on deposit in the Series 2006-1 Collection Account (not including amounts allocable to the Series 2006-1 Accrued Interest Account) and the Series 2006-1 Excess Collection Account as of such date.

“Series 2006-1 Enhancement Deficiency” means, on any date of determination, the amount by which the Series 2006-1 Enhancement Amount is less than the Series 2006-1 Required Enhancement Amount as of such date.

“Series 2006-1 Excess Collection Account” is defined in Section 2.1(b).

“Series 2006-1 Expected Final Distribution Date” means the March 2011 Distribution Date.

“Series 2006-1 Final Distribution Date” means the March 2012 Distribution Date.

“Series 2006-1 Initial Invested Amount” means the aggregate initial principal amount of the Series 2006-1 Notes, which is \$600,000,000.

“Series 2006-1 Interest Period” means a period commencing on and including a Distribution Date and ending on and including the day preceding the next succeeding Distribution Date; provided, however that the initial Series 2006-1 Interest Period shall commence on and include the Series 2006-1 Closing Date and end on and include February 20, 2006.

“Series 2006-1 Interest Rate Swap” is defined in Section 2.10(a).

“Series 2006-1 Interest Rate Swap Collateral” is defined in Section 2.10(d).

“Series 2006-1 Interest Rate Swap Counterparty” means CRCF’s counterparty under any Series 2006-1 Interest Rate Swap.

“Series 2006-1 Interest Rate Swap Proceeds” means the amounts received by the Trustee from a Series 2006-1 Interest Rate Swap Counterparty from time to time in respect of any Series 2006-1 Interest Rate Swap (including amounts received from a guarantor or from collateral).

“Series 2006-1 Invested Amount” means, when used with respect to any date, an amount equal to the Series 2006-1 Outstanding Principal Amount plus the sum of (a) the amount of any principal payments made to the Series 2006-1 Noteholders on or prior to such date with the proceeds of a demand on the Surety Bond and (b) the amount of any principal payments made to Series 2006-1 Noteholders that have been rescinded or otherwise returned by the Series 2006-1 Noteholders for any reason.

“Series 2006-1 Invested Percentage” means as of any date of determination:

- (a) when used with respect to Principal Collections, the percentage equivalent (which percentage shall never exceed 100%) of a fraction, the numerator of which shall be equal to the sum of the Series 2006-1 Invested Amount and the Series 2006-1 Overcollateralization Amount, determined during the Series 2006-1 Revolving Period as of the end of the Related Month (or, until the end of the initial Related Month, on the Series 2006-1 Closing Date), or, during the Series 2006-1 Controlled Amortization Period and the Series 2006-1 Rapid Amortization Period, as of the end of the Series 2006-1 Revolving Period, and the denominator of which shall be the greater of (I) the Aggregate

Asset Amount as of the end of the Related Month or, until the end of the initial Related Month, as of the Series 2006-1 Closing Date, and (II) as of the same date as in clause (I), the sum of the numerators used to determine (i) invested percentages for allocations with respect to Principal Collections (for all Series of Notes and all classes of such Series of Notes) and (ii) overcollateralization percentages for allocations with respect to Principal Collections (for all Series of Notes that provide for credit enhancement in the form of overcollateralization); and

(b) when used with respect to Interest Collections, the percentage equivalent (which percentage shall never exceed 100%) of a fraction, the numerator of which shall be the Accrued Amounts with respect to the Series 2006-1 Notes on such date of determination, and the denominator of which shall be the aggregate Accrued Amounts with respect to all Series of Notes on such date of determination.

“Series 2006-1 Lease Interest Payment Deficit” means, on any Distribution Date, an amount equal to the excess, if any, of (a) the aggregate amount of Interest Collections which pursuant to Section 2.2(a), (b), (c) or (d) would have been allocated to the Series 2006-1 Accrued Interest Account if all payments of Monthly Base Rent required to have been made under the Leases from and excluding the preceding Distribution Date to and including such Distribution Date were made in full over (b) the aggregate amount of Interest Collections which pursuant to Section 2.2(a), (b), (c) or (d) have been allocated to the Series 2006-1 Accrued Interest Account (excluding any amounts paid into the Series 2006-1 Accrued Interest Account pursuant to the proviso in Sections 2.2(c)(ii) and/or 2.2(d)(ii)) from and excluding the preceding Distribution Date to and including such Distribution Date.

“Series 2006-1 Lease Payment Deficit” means either a Series 2006-1 Lease Interest Payment Deficit or a Series 2006-1 Lease Principal Payment Deficit.

“Series 2006-1 Lease Principal Payment Carryover Deficit” means (a) for the initial Distribution Date, zero and (b) for any other Distribution Date, the excess of (x) the Series 2006-1 Lease Principal Payment Deficit, if any, on the preceding Distribution Date over (y) the amount deposited in the Distribution Account on such preceding Distribution Date pursuant to Section 2.5(b) on account of such Series 2006-1 Lease Principal Payment Deficit.

“Series 2006-1 Lease Principal Payment Deficit” means on any Distribution Date the sum of (a) the Series 2006-1 Monthly Lease Principal Payment Deficit for such Distribution Date and (b) the Series 2006-1 Lease Principal Payment Carryover Deficit for such Distribution Date.

“Series 2006-1 Letter of Credit” means an irrevocable letter of credit, if any, substantially in the form of Exhibit D issued by a Series 2006-1 Eligible Letter of Credit Provider in favor of the Trustee for the benefit of the Series 2006-1 Noteholders, each Series 2006-1 Interest Rate Swap Counterparty and the Surety Provider in form and substance satisfactory to the Surety Provider.

“Series 2006-1 Letter of Credit Amount” means, as of any date of determination, the lesser of (a) the sum of (i) the aggregate amount available to be drawn on such date under

each Series 2006-1 Letter of Credit on which no draw has been made pursuant to Section 2.8(c), as specified therein, and (ii) if the Series 2006-1 Cash Collateral Account has been established and funded pursuant to Section 2.8, the Series 2006-1 Available Cash Collateral Account Amount on such date and (b) the aggregate outstanding principal amount of the Series 2006-1 Demand Notes on such date.

“Series 2006-1 Letter of Credit Expiration Date” means, with respect to any Series 2006-1 Letter of Credit, the expiration date set forth in such Series 2006-1 Letter of Credit, as such date may be extended in accordance with the terms of such Series 2006-1 Letter of Credit.

“Series 2006-1 Letter of Credit Liquidity Amount” means, as of any date of determination, the sum of (a) the aggregate amount available to be drawn on such date under each Series 2006-1 Letter of Credit on which no draw has been made pursuant to Section 2.8(c), as specified therein, and (b) if the Series 2006-1 Cash Collateral Account has been established and funded pursuant to Section 2.8, the Series 2006-1 Available Cash Collateral Account Amount on such date.

“Series 2006-1 Letter of Credit Provider” means the issuer of a Series 2006-1 Letter of Credit.

“Series 2006-1 Letter of Credit Termination Date” means the first to occur of (a) the date on which the Series 2006-1 Notes are fully paid and the Surety Provider has been paid all Surety Provider Fees and all other Surety Provider Reimbursement Amounts then due, (b) the Series 2006-1 Termination Date and (c) such earlier date consented to by the Surety Provider and the Rating Agencies which consent by the Surety Provider shall be in writing.

“Series 2006-1 Limited Liquidation Event of Default” means, so long as such event or condition continues, any event or condition of the type specified in clauses (a) through (j) of Article III; provided, however, that any event or condition of the type specified in clauses (a) through (e) and (h) through (j) of Article III shall not constitute a Series 2006-1 Limited Liquidation Event of Default if (i) within the thirty (30) day period immediately following the occurrence of such Amortization Event, such Amortization Event shall have been cured and, after such cure of such Amortization Event is provided for, the Trustee shall have received the written consent of the Surety Provider waiving the occurrence of such Series 2006-1 Limited Liquidation Event of Default or (ii) the Trustee shall have received the written consent of the Surety Provider waiving the occurrence of such Series 2006-1 Limited Liquidation Event of Default.

“Series 2006-1 Liquidity Amount” means, as of any date of determination, the sum of (a) the Series 2006-1 Letter of Credit Liquidity Amount on such date and (b) the Series 2006-1 Available Reserve Account Amount on such date.

“Series 2006-1 Maximum Aggregate Kia/Isuzu/Subaru/Hyundai/Suzuki Amount” means, as of any day, with respect to Kia, Isuzu, Subaru, Hyundai and Suzuki, in the aggregate, an amount equal to 20% of the aggregate Net Book Value of all Vehicles leased under the Leases on such day.

“Series 2006-1 Maximum Amount” means any of the Series 2006-1 Maximum Manufacturer Amounts, the Series 2006-1 Maximum Non-Eligible Manufacturer Amount, the Series 2006-1 Maximum Non-Program Vehicle Amount or the Series 2006-1 Maximum Specified States Amount.

“Series 2006-1 Maximum Individual Hyundai/Suzuki Amount” means, as of any day, with respect to Hyundai or Suzuki, individually, an amount equal to 7.5% of the aggregate Net Book Value of all Vehicles leased under the Leases on such day.

“Series 2006-1 Maximum Individual Kia/Isuzu/Subaru Amount” means, as of any day, with respect to Kia, Isuzu or Subaru, individually, an amount equal to 5% of the aggregate Net Book Value of all Vehicles leased under the Leases on such day.

“Series 2006-1 Maximum Manufacturer Amount” means, as of any day, any of the Series 2006-1 Maximum Mitsubishi Amount, the Series 2006-1 Maximum Individual Kia/Isuzu/Subaru Amount, the Series 2006-1 Maximum Individual Hyundai/Suzuki Amount or the Series 2006-1 Maximum Aggregate Kia/Isuzu/Subaru/Hyundai/Suzuki Amount.

“Series 2006-1 Maximum Mitsubishi Amount” means, as of any day, an amount equal to 10% of the aggregate Net Book Value of all Vehicles leased under the Leases on such day.

“Series 2006-1 Maximum Non-Eligible Manufacturer Amount” means, as of any day, an amount equal to 3% of the aggregate Net Book Value of all Vehicles leased under the Leases on such day.

“Series 2006-1 Maximum Non-Program Vehicle Amount” means, as of any day, an amount equal to the Series 2006-1 Maximum Non-Program Vehicle Percentage of the aggregate Net Book Value of all Vehicles leased under the Leases on such day.

“Series 2006-1 Maximum Non-Program Vehicle Percentage” means, as of any date of determination, the sum of (a) 40% and (b) a fraction, expressed as a percentage, the numerator of which is the aggregate Net Book Value of all Redesignated Vehicles manufactured by a Bankrupt Manufacturer or a Manufacturer with respect to which a Manufacturer Event of Default has occurred, and in each case leased under the AESOP I Operating Lease or the Finance Lease as of such date, and the denominator of which is the aggregate Net Book Value of all Vehicles leased under the Leases as of such date.

“Series 2006-1 Maximum Specified States Amount” means, as of any day, an amount equal to 7.5% of the aggregate Net Book Value of all Vehicles leased under the Leases on such day.

“Series 2006-1 Monthly Interest” means, with respect to any Series 2006-1 Interest Period, an amount equal to the product of (A) the Series 2006-1 Invested Amount on the first day of such Series 2006-1 Interest Period, after giving effect to any principal payments made on such date, (B) the Series 2006-1 Note Rate for such Series 2006-1 Interest Period and (C) the number of days in such Series 2006-1 Interest Period divided by 360.

“Series 2006-1 Monthly Lease Principal Payment Deficit” means, on any Distribution Date, an amount equal to the excess, if any, of (a) the aggregate amount of Principal Collections which pursuant to Section 2.2(a), (b), (c) or (d) would have been allocated to the Series 2006-1 Collection Account if all payments required to have been made under the Leases from and excluding the preceding Distribution Date to and including such Distribution Date were made in full over (b) the aggregate amount of Principal Collections which pursuant to Section 2.2(a), (b), (c) or (d) have been allocated to the Series 2006-1 Collection Account (without giving effect to any amounts paid into the Series 2006-1 Accrued Interest Account pursuant to the proviso in Sections 2.2(c)(ii) and/or 2.2(d)(ii)) from and excluding the preceding Distribution Date to and including such Distribution Date.

“Series 2006-1 Moody’s Highest Enhanced Vehicle Percentage” means, as of any date of determination, a fraction, expressed as a percentage, (a) the numerator of which is the aggregate Net Book Value of all Vehicles leased under the AESOP I Operating Lease that are either not subject to a Manufacturer Program or not eligible for repurchase under a Manufacturer Program as of such date and (b) the denominator of which is the aggregate Net Book Value of all Vehicles leased under the AESOP I Operating Lease as of such date.

“Series 2006-1 Moody’s Highest Enhancement Rate” means, as of any date of determination, the greater of (a) 30.5% and (b) the sum of (i) 30.5% and (ii) the highest, for any calendar month within the preceding twelve calendar months, of the greater of (x) an amount (not less than zero) equal to 100% minus the Measurement Month Average for the immediately preceding Measurement Month and (y) an amount (not less than zero) equal to 100% minus the Market Value Average as of the Determination Date within such calendar month (excluding the Market Value Average for any Determination Date which has not yet occurred).

“Series 2006-1 Moody’s Intermediate Enhanced Vehicle Percentage” means, as of any date of determination, 100% minus the sum of (a) the Series 2006-1 Moody’s Lowest Enhanced Vehicle Percentage and (b) the Series 2006-1 Moody’s Highest Enhanced Vehicle Percentage.

“Series 2006-1 Moody’s Intermediate Enhancement Rate” means, as of any date of determination, 27.25%.

“Series 2006-1 Moody’s Lowest Enhanced Vehicle Percentage” means, as of any date of determination, a fraction, expressed as a percentage, (a) the numerator of which is the sum, without duplication, of (1) the aggregate Net Book Value of all Program Vehicles leased under the AESOP I Operating Lease that are manufactured by Eligible Program Manufacturers having long-term senior unsecured debt ratings of “Baa2” or higher from Moody’s as of such date, (2) so long as any Eligible Non-Program Manufacturer has a long-term senior unsecured debt rating of “Baa2” or higher from Moody’s and no Manufacturer Event of Default has occurred and is continuing with respect to such Eligible Non-Program Manufacturer, the aggregate Net Book Value of all Non-Program Vehicles leased under the AESOP I Operating Lease manufactured by each such Eligible Non-Program Manufacturer that are subject to a Manufacturer Program and remain eligible for repurchase thereunder as of such date and (3) the lesser of (A) the sum of (x) if as of such date any Eligible Program Manufacturer has a long-term senior unsecured debt rating of “Baa3” from Moody’s, the aggregate Net Book Value of all

Program Vehicles leased under the AESOP I Operating Lease manufactured by each such Eligible Program Manufacturer as of such date and (y) if as of such date any Eligible Non-Program Manufacturer has a long-term senior unsecured debt rating of “Baa3” from Moody’s and no Manufacturer Event of Default has occurred and is continuing with respect to such Eligible Non-Program Manufacturer, the aggregate Net Book Value of all Non-Program Vehicles leased under the AESOP I Operating Lease manufactured by each such Eligible Non-Program Manufacturer that are subject to a Manufacturer Program and remain eligible for repurchase thereunder as of such date and (B) 10% of the aggregate Net Book Value of all Vehicles leased under the AESOP I Operating Lease as of such date and (b) the denominator of which is the aggregate Net Book Value of all Vehicles leased under the AESOP I Operating Lease as of such date.

“Series 2006-1 Moody’s Lowest Enhancement Rate” means, as of any date of determination, 15.75%.

“Series 2006-1 Moody’s Required Enhancement Percentage” means, as of any date of determination, the sum of (i) the product of (A) the Series 2006-1 Moody’s Lowest Enhancement Rate and (B) the Series 2006-1 Moody’s Lowest Enhanced Vehicle Percentage as of such date, (ii) the product of (A) the Series 2006-1 Moody’s Intermediate Enhancement Rate as of such date and (B) the Series 2006-1 Moody’s Intermediate Enhanced Vehicle Percentage as of such date, and (iii) the product of (A) the Series 2006-1 Moody’s Highest Enhancement Rate as of such date and (B) the Series 2006-1 Moody’s Highest Enhanced Vehicle Percentage as of such date.

“Series 2006-1 Non-Investment Grade Manufacturer” means, as of any date of determination, any Moody’s Non-Investment Grade Manufacturer or any Standard & Poor’s Non-Investment Grade Manufacturer as of such date.

“Series 2006-1 Non-Investment Grade Manufacturer Percentage” means, with respect to any Series 2006-1 Non-Investment Grade Manufacturer, as of any date of determination, a fraction, expressed as a percentage, (i) the numerator of which is the aggregate Net Book Value of all Vehicles manufactured by such Series 2006-1 Non-Investment Grade Manufacturer and leased under the AESOP I Operating Lease as of such date and (ii) the denominator of which is the aggregate Net Book Value of all Vehicles leased under the AESOP I Operating Lease as of such date.

“Series 2006-1 Note Owner” means each beneficial owner of a Series 2006-1 Note.

“Series 2006-1 Note Rate” means, for (i) the initial Series 2006-1 Interest Period, 4.70313% per annum and (ii) any other Series 2006-1 Interest Period, the sum of 0.22% plus LIBOR for such Series 2006-1 Interest Period.

“Series 2006-1 Noteholder” means the Person in whose name a Series 2006-1 Note is registered in the Note Register.

“Series 2006-1 Notes” means any one of the Series 2006-1 Floating Rate Rental Car Asset Backed Notes, executed by CRCF and authenticated by or on behalf of the Trustee,

substantially in the form of Exhibit A-1, Exhibit A-2 or Exhibit A-3. Definitive Series 2006-1 Notes shall have such insertions and deletions as are necessary to give effect to the provisions of Section 2.18 of the Base Indenture.

“Series 2006-1 Outstanding Principal Amount” means, when used with respect to any date, an amount equal to (a) the Series 2006-1 Initial Invested Amount minus (b) the amount of principal payments made to Series 2006-1 Noteholders on or prior to such date.

“Series 2006-1 Overcollateralization Amount” means (i) as of any date on which no AESOP I Operating Lease Vehicle Deficiency exists, the Series 2006-1 Required Overcollateralization Amount as of such date and (ii) as of any date on which an AESOP I Operating Lease Vehicle Deficiency exists, the excess, if any, of (x) the Series 2006-1 AESOP I Operating Lease Loan Agreement Borrowing Base as of such date over (y) the Series 2006-1 Invested Amount as of such date.

“Series 2006-1 Past Due Rent Payment” is defined in Section 2.2(g).

“Series 2006-1 Percentage” means, as of any date of determination, a fraction, expressed as a percentage, the numerator of which is the Series 2006-1 Invested Amount as of such date and the denominator of which is the Aggregate Invested Amount as of such date.

“Series 2006-1 Principal Allocation” is defined in Section 2.2(a)(ii).

“Series 2006-1 Rapid Amortization Period” means the period beginning at the close of business on the Business Day immediately preceding the day on which an Amortization Event is deemed to have occurred with respect to the Series 2006-1 Notes and ending upon the earliest to occur of (i) the date on which the Series 2006-1 Notes are fully paid, the Surety Provider has been paid all Surety Provider Fees and all other Surety Provider Reimbursement Amounts then due and the Series 2006-1 Interest Rate Swaps have been terminated and there are no amounts due and owing thereunder, (ii) the Series 2006-1 Termination Date and (iii) the termination of the Indenture.

“Series 2006-1 Reimbursement Agreement” means any and each agreement providing for the reimbursement of a Series 2006-1 Letter of Credit Provider for draws under its Series 2006-1 Letter of Credit as the same may be amended, supplemented, restated or otherwise modified from time to time.

“Series 2006-1 Repurchase Amount” is defined in Section 6.1.

“Series 2006-1 Required AESOP I Operating Lease Vehicle Amount” means, as of any date of determination, the sum of the Series 2006-1 Invested Amount and the Series 2006-1 Required Overcollateralization Amount as of such date.

“Series 2006-1 Required Enhancement Amount” means, as of any date of determination, the sum of (i) the product of the Series 2006-1 Required Enhancement Percentage as of such date and the Series 2006-1 Invested Amount as of such date, (ii) the Series 2006-1 AESOP I Operating Lease Vehicle Percentage as of the immediately preceding Business Day of the excess, if any, of the Non-Program Vehicle Amount as of such date over the Series 2006-1

Maximum Non-Program Vehicle Amount as of such date, (iii) the Series 2006-1 AESOP I Operating Lease Vehicle Percentage as of the immediately preceding Business Day of the excess, if any, of the aggregate Net Book Value of all Vehicles manufactured by Mitsubishi and leased under the Leases as of such date over the Series 2006-1 Maximum Mitsubishi Amount as of such date, (iv) the Series 2006-1 AESOP I Operating Lease Vehicle Percentage as of the immediately preceding Business Day of the excess, if any, of the aggregate Net Book Value of all Vehicles manufactured by Kia, Isuzu or Subaru, individually, and leased under the Leases as of such date over the Series 2006-1 Maximum Individual Kia/Isuzu/Subaru Amount as of such date, (v) the Series 2006-1 AESOP I Operating Lease Vehicle Percentage as of the immediately preceding Business Day of the excess, if any, of the aggregate Net Book Value of all Vehicles manufactured by Hyundai or Suzuki, individually, and leased under the Leases as of such date over the Series 2006-1 Maximum Individual Hyundai/Suzuki Amount as of such date, (vi) the Series 2006-1 AESOP I Operating Lease Vehicle Percentage as of the immediately preceding Business Day of the excess, if any, of the aggregate Net Book Value of all Vehicles manufactured by Kia, Isuzu, Subaru, Hyundai or Suzuki, in the aggregate, and leased under the Leases as of such date over the Series 2006-1 Maximum Aggregate Kia/Isuzu/Subaru/Hyundai/Suzuki Amount as of such date, (vii) the Series 2006-1 AESOP I Operating Lease Vehicle Percentage as of the immediately preceding Business Day of the excess, if any, of the Specified States Amount as of such date over the Series 2006-1 Maximum Specified States Amount as of such date and (viii) the Series 2006-1 AESOP I Operating Lease Vehicle Percentage as of the immediately preceding Business Day of the excess, if any, of the Non-Eligible Manufacturer Amount as of such date over the Series 2006-1 Maximum Non-Eligible Manufacturer Amount as of such date.

“Series 2006-1 Required Enhancement Percentage” means, as of any date of determination, the greater of (i) the Series 2006-1 Standard & Poor’s Required Enhancement Percentage as of such date and (ii) the Series 2006-1 Moody’s Required Enhancement Percentage as of such date.

“Series 2006-1 Required Liquidity Amount” means, as of any date of determination, an amount equal to the product of 3.75% and the Series 2006-1 Invested Amount as of such date.

“Series 2006-1 Required Overcollateralization Amount” means, as of any date of determination, the excess, if any, of the Series 2006-1 Required Enhancement Amount over the sum of (i) the Series 2006-1 Letter of Credit Amount as of such date, (ii) the Series 2006-1 Available Reserve Account Amount on such date and (iii) the amount of cash and Permitted Investments on deposit in the Series 2006-1 Collection Account (not including amounts allocable to the Series 2006-1 Accrued Interest Account) and the Series 2006-1 Excess Collection Account on such date.

“Series 2006-1 Required Reserve Account Amount” means, for any date of determination, an amount equal to the greater of (a) the excess, if any, of the Series 2006-1 Required Liquidity Amount as of such date over the Series 2006-1 Letter of Credit Liquidity Amount as of such date and (b) the excess, if any, of the Series 2006-1 Required Enhancement Amount over the Series 2006-1 Enhancement Amount (excluding therefrom the Series 2006-1

Available Reserve Account Amount and calculated after giving effect to any payments of principal to be made on the Series 2006-1 Notes) as of such date.

“Series 2006-1 Reserve Account” is defined in Section 2.7(a).

“Series 2006-1 Reserve Account Collateral” is defined in Section 2.7(d).

“Series 2006-1 Reserve Account Surplus” means, with respect to any Distribution Date, the excess, if any, of the Series 2006-1 Available Reserve Account Amount over the Series 2006-1 Required Reserve Account Amount on such Distribution Date.

“Series 2006-1 Revolving Period” means the period from and including the Series 2006-1 Closing Date to the earlier of (i) the commencement of the Series 2006-1 Controlled Amortization Period and (ii) the commencement of the Series 2006-1 Rapid Amortization Period; provided that if the Series 2006-1 Notes are paid in full on or prior to the March 2011 Distribution Date, then the Series 2006-1 Revolving Period shall also include the period from and including the first day of the calendar month during which the Distribution Date on which the Series 2006-1 Notes are paid in full occurs to the commencement of the Series 2006-1 Rapid Amortization Period.

“Series 2006-1 Shortfall” is defined in Section 2.3(g).

“Series 2006-1 Standard & Poor’s Highest Enhanced Vehicle Percentage” means, as of any date of determination, a fraction, expressed as a percentage, (a) the numerator of which is the sum of (i) the aggregate Net Book Value of all Vehicles leased under the AESOP I Operating Lease that are manufactured by either of the Standard & Poor’s Specified Non-Investment Grade Manufacturers as of such date, (ii) the excess, if any, of (A) the aggregate Net Book Value of all Vehicles leased under the AESOP I Operating Lease that are manufactured by a Standard & Poor’s Non-Investment Grade Manufacturer other than a Standard & Poor’s Specified Non-Investment Grade Manufacturer, as of such date over (B) 30% of the aggregate Net Book Value of all Vehicles leased under the AESOP I Operating Lease as of such date and (iii) the aggregate Net Book Value of all Vehicles leased under the AESOP I Operating Lease that are manufactured by a Bankrupt Manufacturer and (b) the denominator of which is the aggregate Net Book Value of all Vehicles leased under the AESOP I Operating Lease as of such date.

“Series 2006-1 Standard & Poor’s Highest Enhancement Rate” means, as of any date of determination, the sum of the Series 2006-1 Standard & Poor’s Intermediate Enhancement Rate as of such date and 10.25%.

“Series 2006-1 Standard & Poor’s Intermediate Enhanced Vehicle Percentage” means, as of any date of determination, 100% minus the sum of (a) the Series 2006-1 Standard & Poor’s Lowest Enhanced Vehicle Percentage and (b) the Series 2006-1 Standard & Poor’s Highest Enhanced Vehicle Percentage.

“Series 2006-1 Standard & Poor’s Intermediate Enhancement Rate” means, as of any date of determination, the greater of (a) 20.75% and (b) the sum of (i) 20.75% and (ii) the highest, for any calendar month within the preceding twelve calendar months, of the greater of

(x) an amount (not less than zero) equal to 100% minus the Measurement Month Average for the immediately preceding Measurement Month and (y) an amount (not less than zero) equal to 100% minus the Market Value Average as of the Determination Date within such calendar month (excluding the Market Value Average for any Determination Date which has not yet occurred).

“Series 2006-1 Standard & Poor’s Lowest Enhanced Vehicle Percentage” means, as of any date of determination, a fraction, expressed as a percentage, (a) the numerator of which is the sum, without duplication, of (1) the aggregate Net Book Value of all Program Vehicles leased under the AESOP I Operating Lease that are manufactured by Eligible Program Manufacturers having long-term senior unsecured debt ratings of “BBB” or higher from Standard & Poor’s as of such date, (2) so long as any Eligible Non-Program Manufacturer has a long-term senior unsecured debt rating of “BBB” or higher from Standard & Poor’s and no Manufacturer Event of Default has occurred and is continuing with respect to such Eligible Non-Program Manufacturer, the aggregate Net Book Value of all Non-Program Vehicles leased under the AESOP I Operating Lease manufactured by each such Eligible Non-Program Manufacturer that are subject to a Manufacturer Program and remain eligible for repurchase thereunder as of such date and (3) the lesser of (A) the sum of (x) if as of such date any Eligible Program Manufacturer has a long-term senior unsecured debt rating of “BBB-” from Standard & Poor’s, the aggregate Net Book Value of all Program Vehicles leased under the AESOP I Operating Lease manufactured by each such Eligible Program Manufacturer as of such date and (y) if as of such date any Eligible Non-Program Manufacturer has a long-term senior unsecured debt rating of “BBB-” from Standard & Poor’s and no Manufacturer Event of Default has occurred and is continuing with respect to such Eligible Non-Program Manufacturer, the aggregate Net Book Value of all Non-Program Vehicles leased under the AESOP I Operating Lease manufactured by each such Eligible Non-Program Manufacturer that are subject to a Manufacturer Program and remain eligible for repurchase thereunder as of such date and (B) 10% of the aggregate Net Book Value of all Vehicles leased under the AESOP I Operating Lease as of such date and (b) the denominator of which is the aggregate Net Book Value of all Vehicles leased under the AESOP I Operating Lease as of such date.

“Series 2006-1 Standard & Poor’s Lowest Enhancement Rate” means, as of any date of determination, 15.75%.

“Series 2006-1 Standard & Poor’s Required Enhancement Percentage” means, as of any date of determination, the sum of (i) the product of (A) the Series 2006-1 Standard & Poor’s Lowest Enhancement Rate and (B) the Series 2006-1 Standard & Poor’s Lowest Enhanced Vehicle Percentage as of such date, (ii) the product of (A) the Series 2006-1 Standard & Poor’s Intermediate Enhancement Rate as of such date and (B) the Series 2006-1 Standard & Poor’s Intermediate Enhanced Vehicle Percentage as of such date, and (iii) the product of (A) the Series 2006-1 Standard & Poor’s Highest Enhancement Rate as of such date and (B) the Series 2006-1 Standard & Poor’s Highest Enhanced Vehicle Percentage as of such date.

“Series 2006-1 Termination Date” means the March 2012 Distribution Date.

“Series 2006-1 Trustee’s Fees” means, for any Distribution Date during the Series 2006-1 Rapid Amortization Period on which there exists a Series 2006-1 Lease Interest Payment

Deficit, a portion of the fees payable to the Trustee in an amount equal to the product of (i) the Series 2006-1 Percentage as of the beginning of the Series 2006-1 Interest Period ending on the day preceding such Distribution Date and (ii) the fees owing to the Trustee under the Indenture; provided that the Series 2006-1 Trustee's Fees in the aggregate for all Distribution Dates shall not exceed 1.1% of the Series 2006-1 Required AESOP I Operating Lease Vehicle Amount as of the last day of the Series 2006-1 Revolving Period.

“Series 2006-1 Unpaid Demand Amount” means, with respect to any single draw pursuant to Section 2.5(c) or (d) on the Series 2006-1 Letters of Credit, the aggregate amount drawn by the Trustee on all Series 2006-1 Letters of Credit.

“Shadow Rating” means the rating of the Series 2006-1 Notes by Standard & Poor's or Moody's, as applicable, without giving effect to the Surety Bond.

“Standard & Poor's Excluded Manufacturer Receivable Specified Percentage” means, as of any date of determination, with respect to each Standard & Poor's Non-Investment Grade Manufacturer as of such date, the percentage (not to exceed 100%) most recently specified in writing by Standard & Poor's to CRCF and the Trustee and consented to by the Surety Provider with respect to such Standard & Poor's Non-Investment Grade Manufacturer; provided, however, that as of the Series 2006-1 Closing Date the Standard & Poor's Excluded Manufacturer Receivable Specified Percentage for each Standard & Poor's Non-Investment Grade Manufacturer shall be 100%; providedfurther that the initial Standard & Poor's Excluded Manufacturer Receivable Specified Percentage with respect to any Manufacturer that becomes a Standard & Poor's Non-Investment Grade Manufacturer after the Series 2006-1 Closing Date shall be 100%.

“Standard & Poor's Excluded Receivable Amount” means, as of any date of determination, the sum of the following amounts with respect to each Standard & Poor's Non-Investment Grade Manufacturer as of such date: the product of (i) to the extent such amounts are included in the calculation of AESOP I Operating Lease Loan Agreement Borrowing Base as of such date, all amounts receivable, as of such date, by AESOP Leasing or the Intermediary from such Standard & Poor's Non-Investment Grade Manufacturer and (ii) the Standard & Poor's Excluded Manufacturer Receivable Specified Percentage for such Standard & Poor's Non-Investment Grade Manufacturer as of such date.

“Standard & Poor's Non-Investment Grade Manufacturer” means, as of any date of determination, any Manufacturer that (i) is not a Bankrupt Manufacturer and (ii) does not have a long-term senior unsecured debt rating of at least “BBB-” from Standard & Poor's; provided that any Manufacturer whose long-term senior unsecured debt rating is downgraded from at least “BBB-” to below “BBB-” by Standard & Poor's after the Series 2006-1 Closing Date shall not be deemed a Standard & Poor's Non-Investment Grade Manufacturer until the thirtieth (30th) calendar day following such downgrade.

“Standard & Poor's Specified Non-Investment Grade Manufacturer” means, as of any date of determination, each of the Standard & Poor's Non-Investment Grade Manufacturers with the two highest Series 2006-1 Non-Investment Grade Manufacturer Percentages as of such date.

“Supplement” is defined in the preamble hereto.

“Surety Bond” means the Note Guaranty Insurance Policy No. 47520 dated January 19, 2006, issued by the Surety Provider.

“Surety Default” means (i) the occurrence and continuance of any failure by the Surety Provider to pay upon a demand for payment in accordance with the requirements of the Surety Bond or (ii) the occurrence of an Event of Bankruptcy with respect to the Surety Provider.

“Surety Provider” means MBIA Insurance Corporation, a New York-domiciled stock insurance corporation. The Surety Provider shall constitute an “Enhancement Provider” with respect to the Series 2006-1 Notes for all purposes under the Indenture and the other Related Documents.

“Surety Provider Fee” is defined in the Insurance Agreement.

“Surety Provider Reimbursement Amounts” means, as of any date of determination, (i) an amount equal to the aggregate of any amounts due as of such date to the Surety Provider pursuant to the Insurance Agreement in respect of unreimbursed draws under the Surety Bond, including interest thereon determined in accordance with the Insurance Agreement, and (ii) an amount equal to the aggregate of any other amounts due as of such date to the Surety Provider pursuant to the Insurance Agreement.

“Telerate Page 3750” means the display page currently so designated on the Moneyline Telerate Service (or such other page as may replace that page on that service for the purpose of displaying comparable rates or prices).

“Temporary Global Series 2006-1 Note” is defined in Section 5.2.

“Termination Date Disbursement” means an amount drawn under a Series 2006-1 Letter of Credit pursuant to a Certificate of Termination Date Demand.

“Termination Disbursement” means an amount drawn under a Series 2006-1 Letter of Credit pursuant to a Certificate of Termination Demand.

“Trustee” is defined in the recitals hereto.

“Unpaid Demand Note Disbursement” means an amount drawn under a Series 2006-1 Letter of Credit pursuant to a Certificate of Unpaid Demand Note Demand.

“Waivable Amount” is defined in Article IV.

“Waiver Event” means the occurrence of the delivery of a Waiver Request and the subsequent waiver of any Series 2006-1 Maximum Amount.

“Waiver Request” is defined in Article IV.

(c) Any amounts calculated by reference to the Series 2006-1 Invested Amount on any date shall, unless otherwise stated, be calculated after giving effect to any payment of principal made to the Series 2006-1 Noteholders on such date.

ARTICLE II

SERIES 2006-1 ALLOCATIONS

With respect to the Series 2006-1 Notes, the following shall apply:

Section 2.1 Establishment of Series 2006-1 Collection Account, Series 2006-1 Excess Collection Account and Series 2006-1 Accrued Interest Account. (a) All Collections allocable to the Series 2006-1 Notes shall be allocated to the Collection Account.

(b) The Trustee will create three administrative subaccounts within the Collection Account for the benefit of the Series 2006-1 Noteholders, each Series 2006-1 Interest Rate Swap Counterparty and the Surety Provider: the Series 2006-1 Collection Account (such sub-account, the “Series 2006-1 Collection Account”), the Series 2006-1 Excess Collection Account (such sub-account, the “Series 2006-1 Excess Collection Account”) and the Series 2006-1 Accrued Interest Account (such sub-account, the “Series 2006-1 Accrued Interest Account”).

Section 2.2 Allocations with Respect to the Series 2006-1 Notes. The net proceeds from the initial sale of the Series 2006-1 Notes will be deposited into the Collection Account. On each Business Day on which Collections are deposited into the Collection Account (each such date, a “Series 2006-1 Deposit Date”), the Administrator will direct the Trustee in writing pursuant to the Administration Agreement to allocate all amounts deposited into the Collection Account in accordance with the provisions of this Section 2.2:

(a) Allocations of Collections During the Series 2006-1 Revolving Period. During the Series 2006-1 Revolving Period, the Administrator will direct the Trustee in writing pursuant to the Administration Agreement to allocate on each day, prior to 11:00 a.m. (New York City time) on each Series 2006-1 Deposit Date, all amounts deposited into the Collection Account as set forth below:

(i) allocate to the Series 2006-1 Collection Account an amount equal to the sum of (A) the Series 2006-1 Invested Percentage (as of such day) of the aggregate amount of Interest Collections on such day and (B) any amounts received by the Trustee on such day in respect of the Series 2006-1 Interest Rate Swaps. All such amounts allocated to the Series 2006-1 Collection Account shall be further allocated to the Series 2006-1 Accrued Interest Account; and

(ii) allocate to the Series 2006-1 Excess Collection Account an amount equal to the Series 2006-1 Invested Percentage (as of such day) of the aggregate amount of Principal Collections on such day (for any such day, the “Series 2006-1 Principal Allocation”); provided, however, if a Waiver Event shall have occurred, then such allocation shall be modified as provided in Article IV.

(b) Allocations of Collections During the Series 2006-1 Controlled Amortization Period. With respect to the Series 2006-1 Controlled Amortization Period, the Administrator will direct the Trustee in writing pursuant to the Administration Agreement to allocate, prior to 11:00 a.m. (New York City time) on any Series 2006-1 Deposit Date, all amounts deposited into the Collection Account as set forth below:

(i) allocate to the Series 2006-1 Collection Account an amount determined as set forth in Section 2.2(a) (i) above for such day, which amount shall be further allocated to the Series 2006-1 Accrued Interest Account; and

(ii) allocate to the Series 2006-1 Collection Account an amount equal to the Series 2006-1 Principal Allocation for such day, which amount shall be used to make principal payments in respect of the Series 2006-1 Notes; provided, however, that if the Monthly Total Principal Allocation exceeds the Series 2006-1 Controlled Distribution Amount, then the amount of such excess shall be allocated to the Series 2006-1 Excess Collection Account; and provided, further, that if a Waiver Event shall have occurred, then such allocation shall be modified as provided in Article IV.

(c) Allocations of Collections During the Series 2006-1 Rapid Amortization Period. With respect to the Series 2006-1 Rapid Amortization Period, other than after the occurrence of an Event of Bankruptcy with respect to CCRG, any other Lessee or any Permitted Sublessee, the Administrator will direct the Trustee in writing pursuant to the Administration Agreement to allocate, prior to 11:00 a.m. (New York City time) on any Series 2006-1 Deposit Date, all amounts deposited into the Collection Account as set forth below:

(i) allocate to the Series 2006-1 Collection Account an amount determined as set forth in Section 2.2(a) (i) above for such day, which amount shall be further allocated to the Series 2006-1 Accrued Interest Account; and

(ii) allocate to the Series 2006-1 Collection Account an amount equal to the Series 2006-1 Principal Allocation for such day, which amount shall be used to make principal payments in respect of the Series 2006-1 Notes until the Series 2006-1 Invested Amount is paid in full; provided that if on any Determination Date (A) the Administrator determines that the amount anticipated to be available from Interest Collections allocable to the Series 2006-1 Notes, any amounts payable to the Trustee in respect of the Series 2006-1 Interest Rate Swaps and other amounts available pursuant to Section 2.3 to pay Series 2006-1 Adjusted Monthly Interest and any Fixed Rate Payments for the next succeeding Distribution Date will be less than the sum of the Series 2006-1 Adjusted Monthly Interest and the Fixed Rate Payments for such Distribution Date and (B) the Series 2006-1 Enhancement Amount is greater than zero, then the Administrator shall direct the Trustee in writing to reallocate a portion of the Principal Collections allocated to the Series 2006-1 Notes during the Related Month equal to the lesser of such insufficiency and the Series 2006-1 Enhancement Amount to

the Series 2006-1 Accrued Interest Account to be treated as Interest Collections on such Distribution Date.

(d) Allocations of Collections after the Occurrence of an Event of Bankruptcy. After the occurrence of an Event of Bankruptcy with respect to CCRG, any other Lessee or any Permitted Sublessee, the Administrator will direct the Trustee in writing pursuant to the Administration Agreement to allocate, prior to 11:00 a.m. (New York City time) on any Series 2006-1 Deposit Date, all amounts attributable to the AESOP I Operating Lease Loan Agreement deposited into the Collection Account as set forth below:

(i) allocate to the Series 2006-1 Collection Account an amount equal to the sum of (A) the Series 2006-1 AESOP I Operating Lease Vehicle Percentage as of the date of the occurrence of such Event of Bankruptcy of the aggregate amount of Interest Collections made under the AESOP I Operating Lease Loan Agreement for such day and (B) any amounts received by the Trustee in respect of the Series 2006-1 Interest Rate Swaps on such day. All such amounts allocated to the Series 2006-1 Collection Account shall be further allocated to the Series 2006-1 Accrued Interest Account;

(ii) allocate to the Series 2006-1 Collection Account an amount equal to the Series 2006-1 AESOP I Operating Lease Vehicle Percentage as of the date of the occurrence of such Event of Bankruptcy of the aggregate amount of Principal Collections made under the AESOP I Operating Lease Loan Agreement, which amount shall be used to make principal payments in respect of the Series 2006-1 Notes until the Series 2006-1 Invested Amount is paid in full; provided that if on any Determination Date (A) the Administrator determines that the amount anticipated to be available from Interest Collections allocable to the Series 2006-1 Notes, any amounts payable to the Trustee in respect of Series 2006-1 Interest Rate Swaps and other amounts available pursuant to Section 2.3 to pay Series 2006-1 Adjusted Monthly Interest and any Fixed Rate Payments for the next succeeding Distribution Date will be less than the sum of the Series 2006-1 Adjusted Monthly Interest and the Fixed Rate Payments for such Distribution Date and (B) the Series 2006-1 Enhancement Amount is greater than zero, then the Administrator shall direct the Trustee in writing to reallocate a portion of the Principal Collections allocated to the Series 2006-1 Notes during the Related Month equal to the lesser of such insufficiency and the Series 2006-1 Enhancement Amount to the Series 2006-1 Accrued Interest Account to be treated as Interest Collections on such Distribution Date.

(e) Series 2006-1 Excess Collection Account. Amounts allocated to the Series 2006-1 Excess Collection Account on any Series 2006-1 Deposit Date will be (w) first, deposited in the Series 2006-1 Reserve Account in an amount up to the excess, if any, of the Series 2006-1 Required Reserve Account Amount for such date over the Series 2006-1 Available Reserve Account Amount for such date, (x) second, used to pay the principal amount of other Series of Notes that are then in amortization, (y) third, released to AESOP Leasing in an amount equal to the product of (A) the Loan

Agreement's Share with respect to the AESOP I Operating Lease Loan Agreement as of such date and (B) 100% minus the Loan Payment Allocation Percentage with respect to the AESOP I Operating Lease Loan Agreement as of such date and (C) the amount of any remaining funds and (z) fourth, paid to CRCF for any use permitted by the Related Documents including to make Loans under the Loan Agreements to the extent the Borrowers have requested Loans thereunder and Eligible Vehicles are available for financing thereunder; provided, however, that in the case of clauses (x), (y) and (z), that no Amortization Event, Series 2006-1 Enhancement Deficiency or AESOP I Operating Lease Vehicle Deficiency would result therefrom or exist immediately thereafter. Upon the occurrence of an Amortization Event, funds on deposit in the Series 2006-1 Excess Collection Account will be withdrawn by the Trustee, deposited in the Series 2006-1 Collection Account and allocated as Principal Collections to reduce the Series 2006-1 Invested Amount on the immediately succeeding Distribution Date.

(f) Allocations From Other Series. Amounts allocated to other Series of Notes that have been reallocated by CRCF to the Series 2006-1 Notes (i) during the Series 2006-1 Revolving Period shall be allocated to the Series 2006-1 Excess Collection Account and applied in accordance with Section 2.2(e) and (ii) during the Series 2006-1 Controlled Amortization Period or the Series 2006-1 Rapid Amortization Period shall be allocated to the Series 2006-1 Collection Account and applied in accordance with Section 2.2(b) or 2.2(c), as applicable, to make principal payments in respect of the Series 2006-1 Notes.

(g) Past Due Rent Payments. Notwithstanding the foregoing, if in the case of Section 2.2(a) or (b), after the occurrence of a Series 2006-1 Lease Payment Deficit, the Lessees shall make payments of Monthly Base Rent or other amounts payable by the Lessees under the Leases on or prior to the fifth Business Day after the occurrence of such Series 2006-1 Lease Payment Deficit (a "Past Due Rent Payment"), the Administrator shall direct the Trustee in writing pursuant to the Administration Agreement to allocate to the Series 2006-1 Collection Account an amount equal to the Series 2006-1 Invested Percentage as of the date of the occurrence of such Series 2006-1 Lease Payment Deficit of the Collections attributable to such Past Due Rent Payment (the "Series 2006-1 Past Due Rent Payment"). The Administrator shall instruct the Trustee in writing pursuant to the Administration Agreement to withdraw from the Series 2006-1 Collection Account and apply the Series 2006-1 Past Due Rent Payment in the following order:

(i) if the occurrence of such Series 2006-1 Lease Payment Deficit resulted in one or more Lease Deficit Disbursements being made under the Series 2006-1 Letters of Credit, pay to each Series 2006-1 Letter of Credit Provider who made such a Lease Deficit Disbursement for application in accordance with the provisions of the applicable Series 2006-1 Reimbursement Agreement an amount equal to the lesser of (x) the unreimbursed amount of such Series 2006-1 Letter of Credit Provider's Lease Deficit Disbursement and (y) such Series 2006-1 Letter of Credit Provider's Pro Rata Share of the Series 2006-1 Past Due Rent Payment;

(ii) if the occurrence of such Series 2006-1 Lease Payment Deficit resulted in a withdrawal being made from the Series 2006-1 Cash Collateral Account, deposit in the Series 2006-1 Cash Collateral Account an amount equal to the lesser of (x) the amount of the Series 2006-1 Past Due Rent Payment remaining after any payment pursuant to clause (i) above and (y) the amount withdrawn from the Series 2006-1 Cash Collateral Account on account of such Series 2006-1 Lease Payment Deficit;

(iii) if the occurrence of such Series 2006-1 Lease Payment Deficit resulted in a withdrawal being made from the Series 2006-1 Reserve Account pursuant to Section 2.3(d), deposit in the Series 2006-1 Reserve Account an amount equal to the lesser of (x) the amount of the Series 2006-1 Past Due Rent Payment remaining after any payments pursuant to clauses (i) and (ii) above and (y) the excess, if any, of the Series 2006-1 Required Reserve Account Amount over the Series 2006-1 Available Reserve Account Amount on such day;

(iv) allocate to the Series 2006-1 Accrued Interest Account the amount, if any, by which the Series 2006-1 Lease Interest Payment Deficit, if any, relating to such Series 2006-1 Lease Payment Deficit exceeds the amount of the Series 2006-1 Past Due Rent Payment applied pursuant to clauses (i), (ii) and (iii) above; and

(v) treat the remaining amount of the Series 2006-1 Past Due Rent Payment as Principal Collections allocated to the Series 2006-1 Notes in accordance with Section 2.2(a)(ii) or 2.2(b)(ii), as the case may be.

Section 2.3 Payments to Noteholders and Each Series 2006-1 Interest Rate Swap Counterparty. On each Determination Date, as provided below, the Administrator shall instruct the Paying Agent in writing pursuant to the Administration Agreement to withdraw, and on the following Distribution Date the Paying Agent, acting in accordance with such instructions, shall withdraw the amounts required to be withdrawn from the Collection Account pursuant to Section 2.3(a) below in respect of all funds available from Series 2006-1 Interest Rate Swap Proceeds and Interest Collections processed since the preceding Distribution Date and allocated to the holders of the Series 2006-1 Notes.

(a) Note Interest with respect to the Series 2006-1 Notes and Payments on the Series 2006-1 Interest Rate Swaps. On each Determination Date, the Administrator shall instruct the Trustee and the Paying Agent in writing pursuant to the Administration Agreement as to the amount to be withdrawn and paid pursuant to Section 2.4 from the Series 2006-1 Accrued Interest Account to the extent funds are anticipated to be available from Interest Collections allocable to the Series 2006-1 Notes and the Series 2006-1 Interest Rate Swap Proceeds processed from but not including the preceding Distribution Date through the succeeding Distribution Date in respect of (w) first, an amount equal to the Series 2006-1 Monthly Interest for the Series 2006-1 Interest Period ending on the day preceding the related Distribution Date, (x) second, an amount equal to all Fixed Rate Payments for the next succeeding Distribution Date, (y) third, an amount equal to the amount of any unpaid Series 2006-1 Shortfall as of the preceding Distribution Date (together with any accrued interest on such Series 2006-1 Shortfall) and (z) fourth, an amount

equal to the Surety Provider Fee for such Series 2006-1 Interest Period plus any Surety Provider Reimbursement Amounts then due and owing. On the following Distribution Date, the Trustee shall withdraw the amounts described in the first sentence of this Section 2.3(a) from the Series 2006-1 Accrued Interest Account and deposit such amounts in the Series 2006-1 Distribution Account.

(b) Lease Payment Deficit Notice. On or before 10:00 a.m. (New York City time) on each Distribution Date, the Administrator shall notify the Trustee and the Surety Provider of the amount of any Series 2006-1 Lease Payment Deficit, such notification to be in the form of Exhibit E (each a “Lease Payment Deficit Notice”).

(c) Draws on Series 2006-1 Letters of Credit For Series 2006-1 Lease Interest Payment Deficits. If the Administrator determines on any Distribution Date that there exists a Series 2006-1 Lease Interest Payment Deficit, the Administrator shall instruct the Trustee in writing to draw on the Series 2006-1 Letters of Credit, if any, and, the Trustee shall, by 12:00 noon (New York City time) on such Distribution Date draw an amount as set forth in such notice equal to the least of (i) such Series 2006-1 Lease Interest Payment Deficit, (ii) the excess, if any, of the sum of (A) the amounts described in clauses (w), (x), (y) and (z) of Section 2.3(a) above on such Distribution Date and (B) during the Series 2006-1 Rapid Amortization Period, the Series 2006-1 Trustee’s Fees for such Distribution Date, over the amounts available from the Series 2006-1 Accrued Interest Account and (iii) the Series 2006-1 Letter of Credit Liquidity Amount on the Series 2006-1 Letters of Credit by presenting to each Series 2006-1 Letter of Credit Provider (with a copy to the Surety Provider) a draft accompanied by a Certificate of Lease Deficit Demand and shall cause the Lease Deficit Disbursements to be deposited in the Series 2006-1 Distribution Account on such Distribution Date; provided, however, that if the Series 2006-1 Cash Collateral Account has been established and funded, the Trustee shall withdraw from the Series 2006-1 Cash Collateral Account and deposit in the Series 2006-1 Distribution Account an amount equal to the lesser of (x) the Series 2006-1 Cash Collateral Percentage on such Distribution Date of the least of the amounts described in clauses (i), (ii) and (iii) above and (y) the Series 2006-1 Available Cash Collateral Account Amount on such Distribution Date and draw an amount equal to the remainder of such amount on the Series 2006-1 Letters of Credit. During the continuance of a Surety Default, no amounts in respect of the Surety Provider Fee shall be drawn on the Series 2006-1 Letters of Credit.

(d) Withdrawals from Series 2006-1 Reserve Account. If the Administrator determines on any Distribution Date that the amounts available from the Series 2006-1 Accrued Interest Account plus the amount, if any, to be drawn under the Series 2006-1 Letters of Credit and /or withdrawn from the Series 2006-1 Cash Collateral Account pursuant to Section 2.3(c) are insufficient to pay the sum of (A) the amounts described in clauses (w), (x), (y) and (z) of Section 2.3(a) above on such Distribution Date and (B) during the Series 2006-1 Rapid Amortization Period, the Series 2006-1 Trustee’s Fees for such Distribution Date, the Administrator shall instruct the Trustee in writing to withdraw from the Series 2006-1 Reserve Account and deposit in the Series 2006-1 Distribution Account on such Distribution Date an amount equal to the lesser of the Series 2006-1 Available Reserve Account Amount and such insufficiency. During the continuance of a Surety Default, no amounts in respect of the Surety Provider Fee shall be withdrawn from the Series 2006-1 Reserve Account. The Trustee shall

withdraw such amount from the Series 2006-1 Reserve Account and deposit such amount in the Series 2006-1 Distribution Account.

(e) Surety Bond. If the Administrator determines on any Distribution Date that the sum of the amounts available from the Series 2006-1 Accrued Interest Account plus the amount, if any, to be drawn under the Series 2006-1 Letters of Credit and/or to be withdrawn from the Series 2006-1 Cash Collateral Account pursuant to Section 2.3(c) above plus the amount, if any, to be withdrawn from the Series 2006-1 Reserve Account pursuant to Section 2.3(d) above is insufficient to pay the Series 2006-1 Adjusted Monthly Interest for such Distribution Date, the Administrator shall instruct the Trustee in writing to make a demand on the Surety Bond and, upon receipt of such notice by the Trustee on or prior to 11:00 a.m. (New York City time) on such Distribution Date, the Trustee shall, by 12:00 noon (New York City time) on such Distribution Date, make a demand on the Surety Bond in an amount equal to such insufficiency in accordance with the terms thereof and shall cause the proceeds thereof to be deposited in the Series 2006-1 Distribution Account.

(f) Balance. On or prior to the second Business Day preceding each Distribution Date, the Administrator shall instruct the Trustee and the Paying Agent in writing pursuant to the Administration Agreement to pay the balance (after making the payments required in Section 2.4), if any, of the amounts available from the Series 2006-1 Accrued Interest Account and the Series 2006-1 Distribution Account, plus the amount, if any, drawn under the Series 2006-1 Letters of Credit and/or withdrawn from the Series 2006-1 Cash Collateral Account pursuant to Section 2.3(c) plus the amount, if any, withdrawn from the Series 2006-1 Reserve Account pursuant to Section 2.3(d) as follows:

(i) on each Distribution Date during the Series 2006-1 Revolving Period or the Series 2006-1 Controlled Amortization Period, (1) first, to each Series 2006-1 Interest Rate Swap Counterparty, an amount equal to the Fixed Rate Payment for such Distribution Date due and owing to such Series 2006-1 Interest Rate Swap Counterparty, (2) second, to the Surety Provider, in an amount equal to (x) the Surety Provider Fee for the related Series 2006-1 Interest Period and, without duplication, (y) any Surety Provider Reimbursement Amounts then due and owing, (3) third, to the Administrator, an amount equal to the Series 2006-1 Percentage as of the beginning of the Series 2006-1 Interest Period ending on the day preceding such Distribution Date of the portion of the Monthly Administration Fee payable by CRCF (as specified in clause (iii) of the definition thereof) for such Series 2006-1 Interest Period, (4) fourth, to the Trustee, an amount equal to the Series 2006-1 Percentage as of the beginning of such Series 2006-1 Interest Period of the fees owing to the Trustee under the Indenture for such Series 2006-1 Interest Period, (5) fifth, to pay any Carrying Charges (other than Carrying Charges provided for above) to the Persons to whom such amounts are owed, an amount equal to the Series 2006-1 Percentage as of the beginning of such Series 2006-1 Interest Period of such Carrying Charges (other than Carrying Charges provided for above) for such Series 2006-1 Interest Period, (6) sixth, to each Series 2006-1 Interest Rate Swap Counterparty, any amounts due and owing under the applicable Series 2006-1 Interest Rate Swap (other than any Fixed Rate Payment) and (7) seventh, the balance, if any ("Excess Collections"), shall be withdrawn by the Paying Agent from the Series 2006-1 Collection Account and deposited in the Series 2006-1 Excess Collection Account; and

(ii) on each Distribution Date during the Series 2006-1 Rapid Amortization Period, (1) first, to each Series 2006-1 Interest Rate Swap Counterparty, an amount equal to the Fixed Rate Payment for such Distribution Date due and owing to such Series 2006-1 Interest Rate Swap Counterparty, (2) second, to the Surety Provider, in an amount equal to (x) the Surety Provider Fee for the related Series 2006-1 Interest Period and, without duplication, (y) any Surety Provider Reimbursement Amounts then due and owing, (3) third, to the Trustee, an amount equal to the Series 2006-1 Percentage as of the beginning of such Series 2006-1 Interest Period ending on the day preceding such Distribution Date of the fees owing to the Trustee under the Indenture for such Series 2006-1 Interest Period, (4) fourth, to the Administrator, an amount equal to the Series 2006-1 Percentage as of the beginning of such Series 2006-1 Interest Period of the portion of the Monthly Administration Fee (as specified in clause (iii) of the definition thereof) payable by CRCF for such Series 2006-1 Interest Period, (5) fifth, to pay any Carrying Charges (other than Carrying Charges provided for above) to the Persons to whom such amounts are owed, an amount equal to the Series 2006-1 Percentage as of the beginning of such Series 2006-1 Interest Period of such Carrying Charges (other than Carrying Charges provided for above) for such Series 2006-1 Interest Period, (6) sixth, so long as the Series 2006-1 Invested Amount is greater than the Monthly Total Principal Allocations for the Related Month, an amount equal to the excess of the Series 2006-1 Invested Amount over the Monthly Total Principal Allocations for the Related Month shall be treated as Principal Collections and (7) seventh, to each Series 2006-1 Interest Rate Swap Counterparty, any amounts due and owing under the applicable Series 2006-1 Interest Rate Swap (other than any Fixed Rate Payment).

(g) Shortfalls. If the amounts described in Section 2.3 are insufficient to pay the Series 2006-1 Monthly Interest on any Distribution Date, payments of interest to the Series 2006-1 Noteholders will be reduced on a prorata basis by the amount of such deficiency. The aggregate amount, if any, of such deficiency on any Distribution Date shall be referred to as the “Series 2006-1 Shortfall.” Interest shall accrue on the Series 2006-1 Shortfall at the Series 2006-1 Note Rate.

(h) Listing Information Requirement. From the time of the Administrator’s written notice to the Trustee that the Series 2006-1 Notes are listed on the Luxembourg Stock Exchange until the Administrator shall give the Trustee written notice that the Series 2006-1 Notes are not listed on the Luxembourg Stock Exchange, the Trustee shall, or shall instruct the Paying Agent to, cause each of (i) the Series 2006-1 Note Rate for the next succeeding Series 2006-1 Interest Period, (ii) the number of days in such Series 2006-1 Interest Period, (iii) the Distribution Date for such Series 2006-1 Interest Period and (iv) the amount of interest payable on the Series 2006-1 Notes on such Distribution Date to be (A) communicated to DTC, Euroclear, Clearstream, the Paying Agent in Luxembourg and the Luxembourg Stock Exchange no later than 11:00 a.m. (London time) on the Business Day immediately following each LIBOR Determination Date and (B) if the rules of the Luxembourg Stock Exchange so require, as notified by the Administrator to the Trustee in writing, published at CRCF’s expense in the Authorized Newspaper as soon as possible after the determination of the Series 2006-1 Note Rate for the applicable Series 2006-1 Interest Period unless the Administrator notifies the Trustee in writing that such publication is no longer required.

Section 2.4 Payment of Note Interest. On each Distribution Date, subject to Section 9.8 of the Base Indenture, the Paying Agent shall, in accordance with Section 6.1 of the Base Indenture, pay to the Series 2006-1 Noteholders from the Series 2006-1 Distribution Account the amount due to the Series 2006-1 Noteholders deposited in the Series 2006-1 Distribution Account pursuant to Section 2.3.

Section 2.5 Payment of Note Principal. (a) Monthly Payments During Controlled Amortization Period or Rapid Amortization Period. Commencing on the second Determination Date during the Series 2006-1 Controlled Amortization Period or the first Determination Date after the commencement of the Series 2006-1 Rapid Amortization Period, the Administrator shall instruct the Trustee and the Paying Agent in writing pursuant to the Administration Agreement and in accordance with this Section 2.5 as to (i) the amount allocated to the Series 2006-1 Notes during the Related Month pursuant to Section 2.2(b)(ii), (c)(ii) or (d)(ii), as the case may be, (ii) any amounts to be drawn on the Series 2006-1 Demand Notes and/or on the Series 2006-1 Letters of Credit (or withdrawn from the Series 2006-1 Cash Collateral Account), (iii) any amounts to be withdrawn from the Series 2006-1 Reserve Account and deposited into the Series 2006-1 Distribution Account and (iv) the amount of any demand on the Surety Bond in accordance with the terms thereof. On the Distribution Date following each such Determination Date, the Trustee shall withdraw the amount allocated to the Series 2006-1 Notes during the Related Month pursuant to Section 2.2(b)(ii), (c)(ii) or (d)(ii), as the case may be, from the Series 2006-1 Collection Account and deposit such amount in the Series 2006-1 Distribution Account, to be paid to the holders of the Series 2006-1 Notes.

(b) Principal Draws on Series 2006-1 Letters of Credit. If the Administrator determines on any Distribution Date during the Series 2006-1 Rapid Amortization Period that there exists a Series 2006-1 Lease Principal Payment Deficit, the Administrator shall instruct the Trustee in writing to draw on the Series 2006-1 Letters of Credit, if any, as provided below; provided, however, that the Administrator shall not instruct the Trustee to draw on the Series 2006-1 Letters of Credit in respect of a Series 2006-1 Lease Principal Payment Deficit on or after the date of the filing by any of the Lessees of a petition for relief under Chapter 11 of the Bankruptcy Code unless and until the date on which each of the Lessees shall have resumed making all payments of the portion of Monthly Base Rent relating to Loan Interest required to be made under the AESOP I Operating Lease. Upon receipt of a notice by the Trustee from the Administrator in respect of a Series 2006-1 Lease Principal Payment Deficit on or prior to 11:00 a.m. (New York City time) on a Distribution Date, the Trustee shall, by 12:00 noon (New York City time) on such Distribution Date draw an amount as set forth in such notice equal to the lesser of (i) such Series 2006-1 Lease Principal Payment Deficit and (ii) the Series 2006-1 Letter of Credit Liquidity Amount on the Series 2006-1 Letters of Credit by presenting to each Series 2006-1 Letter of Credit Provider a draft accompanied by a Certificate of Lease Deficit Demand and shall cause the Lease Deficit Disbursements to be deposited in the Series 2006-1 Distribution Account on such Distribution Date; provided, however, that if the Series 2006-1 Cash Collateral Account has been established and funded, the Trustee shall withdraw from the Series 2006-1 Cash Collateral Account and deposit in the Series 2006-1 Distribution Account an amount equal to the lesser of (x) the Series 2006-1 Cash Collateral Percentage on such Distribution Date of the Series 2006-1 Lease Principal Payment Deficit and (y) the Series 2006-1 Available Cash Collateral Account Amount on such Distribution Date and draw an amount equal to the remainder of such amount on the Series 2006-1 Letters of Credit.

(c) Final Distribution Date. The entire Series 2006-1 Invested Amount shall be due and payable on the Series 2006-1 Final Distribution Date. In connection therewith:

(i) Demand Note Draw. If the amount to be deposited in the Series 2006-1 Distribution Account in accordance with Section 2.5(a) together with any amounts to be deposited therein in accordance with Section 2.5(b) on the Series 2006-1 Final Distribution Date is less than the Series 2006-1 Invested Amount, and there are any Series 2006-1 Letters of Credit on such date, then, prior to 10:00 a.m. (New York City time) on the second Business Day prior to such Series 2006-1 Final Distribution Date, the Administrator shall instruct the Trustee in writing (with a copy to the Surety Provider) to make a demand (a "Demand Notice") substantially in the form attached hereto as Exhibit F on the Demand Note Issuers for payment under the Series 2006-1 Demand Notes in an amount equal to the lesser of (i) such insufficiency and (ii) the Series 2006-1 Letter of Credit Amount. The Trustee shall, prior to 12:00 noon (New York City time) on the second Business Day preceding such Series 2006-1 Final Distribution Date, deliver such Demand Notice to the Demand Note Issuers; provided, however, that if an Event of Bankruptcy (or the occurrence of an event described in clause (a) of the definition thereof, without the lapse of a period of 60 consecutive days) with respect to a Demand Note Issuer shall have occurred and be continuing, the Trustee shall not be required to deliver such Demand Notice to such Demand Note Issuer. The Trustee shall cause the proceeds of any demand on the Series 2006-1 Demand Notes to be deposited into the Series 2006-1 Distribution Account.

(ii) Letter of Credit Draw. In the event that either (x) on or prior to 10:00 a.m. (New York City time) on the Business Day immediately preceding any Distribution Date next succeeding any date on which a Demand Notice has been transmitted by the Trustee to the Demand Note Issuers pursuant to clause (i) of this Section 2.5(c), any Demand Note Issuer shall have failed to pay to the Trustee or deposit into the Series 2006-1 Distribution Account the amount specified in such Demand Notice in whole or in part or (y) due to the occurrence of an Event of Bankruptcy (or the occurrence of an event described in clause (a) of the definition thereof, without the lapse of a period of 60 consecutive days) with respect to one or more of the Demand Note Issuers, the Trustee shall not have delivered such Demand Notice to any Demand Note Issuer on the second Business Day preceding such Series 2006-1 Final Distribution Date, then, in the case of (x) or (y) the Trustee shall draw on the Series 2006-1 Letters of Credit by 12:00 noon (New York City time) on such Business Day an amount equal to the lesser of (a) the amount that the Demand Note Issuers failed to pay under the Series 2006-1 Demand Notes (or, the amount that the Trustee failed to demand for payment thereunder) and (b) the Series 2006-1 Letter of Credit Amount on such Business Day by presenting to each Series 2006-1 Letter of Credit Provider (with a copy to the Surety Provider) a draft accompanied by a Certificate of Unpaid Demand Note Demand; provided, however, that if the Series 2006-1 Cash Collateral Account has been established and funded, the Trustee shall withdraw from the Series 2006-1 Cash Collateral Account and deposit in the Series 2006-1 Distribution Account an amount equal to the lesser of (x) the Series 2006-1 Cash Collateral Percentage on such Business Day of the amount that the Demand Note Issuers failed to pay under the Series 2006-1 Demand Notes (or, the amount that the Trustee failed to demand for payment thereunder) and (y) the Series 2006-1 Available

Cash Collateral Account Amount on such Business Day and draw an amount equal to the remainder of the amount that the Demand Note Issuers failed to pay under the Series 2006-1 Demand Notes (or, the amount that the Trustee failed to demand for payment thereunder) on the Series 2006-1 Letters of Credit. The Trustee shall deposit, or cause the deposit of, the proceeds of any draw on the Series 2006-1 Letters of Credit and the proceeds of any withdrawal from the Series 2006-1 Cash Collateral Account to be deposited in the Series 2006-1 Distribution Account.

(iii) Reserve Account Withdrawal. If, after giving effect to the deposit into the Series 2006-1 Distribution Account of the amount to be deposited in accordance with Section 2.5(a) and the amounts described in clauses (i) and (ii) of this Section 2.5(c), the amount to be deposited in the Series 2006-1 Distribution Account with respect to the Series 2006-1 Final Distribution Date is or will be less than the Series 2006-1 Invested Amount, then prior to 12:00 noon (New York City time) on the second Business Day prior to such Series 2006-1 Final Distribution Date, the Administrator shall instruct the Trustee in writing to withdraw from the Series 2006-1 Reserve Account, an amount equal to the lesser of the Series 2006-1 Available Reserve Account Amount and such remaining insufficiency and deposit it in the Series 2006-1 Distribution Account on such Series 2006-1 Final Distribution Date.

(iv) Demand on Surety Bond. If after giving effect to the deposit into the Series 2006-1 Distribution Account of the amount to be deposited in accordance with Section 2.5(a) and all other amounts described in clauses (i), (ii) and (iii) of this Section 2.5(c), the amount to be deposited in the Series 2006-1 Distribution Account with respect to the Series 2006-1 Final Distribution Date is or will be less than the Series 2006-1 Outstanding Principal Amount, then the Trustee shall make a demand on the Surety Bond by 12:00 noon (New York City time) on the second Business Day preceding such Distribution Date in an amount equal to such insufficiency in accordance with the terms thereof and shall cause the proceeds thereof to be deposited in the Series 2006-1 Distribution Account.

(d) Principal Deficit Amount. On each Distribution Date, other than the Series 2006-1 Final Distribution Date, on which the Principal Deficit Amount is greater than zero, amounts shall be transferred to the Series 2006-1 Distribution Account as follows:

(i) Demand Note Draw. If on any Determination Date, the Administrator determines that the Principal Deficit Amount with respect to the next succeeding Distribution Date will be greater than zero and there are any Series 2006-1 Letters of Credit on such date, prior to 10:00 a.m. (New York City time) on the second Business Day prior to such Distribution Date, the Administrator shall instruct the Trustee in writing (with a copy to the Surety Provider) to deliver a Demand Notice to the Demand Note Issuers demanding payment of an amount equal to the lesser of (A) the Principal Deficit Amount and (B) the Series 2006-1 Letter of Credit Amount. The Trustee shall, prior to 12:00 noon (New York City time) on the second Business Day preceding such Distribution Date, deliver such Demand Notice to the Demand Note Issuers; provided, however, that if an Event of Bankruptcy (or the occurrence of an event described in clause (a) of the definition thereof, without the lapse of a period of 60 consecutive days)

with respect to a Demand Note Issuer shall have occurred and be continuing, the Trustee shall not be required to deliver such Demand Notice to such Demand Note Issuer. The Trustee shall cause the proceeds of any demand on the Series 2006-1 Demand Note to be deposited into the Series 2006-1 Distribution Account.

(ii) Letter of Credit Draw. In the event that either (x) on or prior to 10:00 a.m. (New York City time) on the Business Day prior to such Distribution Date, any Demand Note Issuer shall have failed to pay to the Trustee or deposit into the Series 2006-1 Distribution Account the amount specified in such Demand Notice in whole or in part or (y) due to the occurrence of an Event of Bankruptcy (or the occurrence of an event described in clause (a) of the definition thereof, without the lapse of a period of 60 consecutive days) with respect to any Demand Note Issuer, the Trustee shall not have delivered such Demand Notice to any Demand Note Issuer on the second Business Day preceding such Distribution Date, then, in the case of (x) or (y) the Trustee shall on such Business Day draw on the Series 2006-1 Letters of Credit an amount equal to the lesser of (i) Series 2006-1 Letter of Credit Amount and (ii) the aggregate amount that the Demand Note Issuers failed to pay under the Series 2006-1 Demand Notes (or, the amount that the Trustee failed to demand for payment thereunder) by presenting to each Series 2006-1 Letter of Credit Provider (with a copy to the Surety Provider) a draft accompanied by a Certificate of Unpaid Demand Note Demand; provided, however, that if the Series 2006-1 Cash Collateral Account has been established and funded, the Trustee shall withdraw from the Series 2006-1 Cash Collateral Account and deposit in the Series 2006-1 Distribution Account an amount equal to the lesser of (x) the Series 2006-1 Cash Collateral Percentage on such Business Day of the aggregate amount that the Demand Note Issuers failed to pay under the Series 2006-1 Demand Notes (or, the amount that the Trustee failed to demand for payment thereunder) and (y) the Series 2006-1 Available Cash Collateral Account Amount on such Business Day and draw an amount equal to the remainder of the aggregate amount that the Demand Note Issuers failed to pay under the Series 2006-1 Demand Notes (or, the amount that the Trustee failed to demand for payment thereunder) on the Series 2006-1 Letters of Credit. The Trustee shall deposit into, or cause the deposit of, the proceeds of any draw on the Series 2006-1 Letters of Credit and the proceeds of any withdrawal from the Series 2006-1 Cash Collateral Account to be deposited in the Series 2006-1 Distribution Account.

(iii) Reserve Account Withdrawal. If the Series 2006-1 Letter of Credit Amount will be less than the Principal Deficit Amount on any Distribution Date, then, prior to 12:00 noon (New York City time) on the second Business Day prior to such Distribution Date, the Administrator shall instruct the Trustee in writing to withdraw from the Series 2006-1 Reserve Account, an amount equal to the lesser of (x) the Series 2006-1 Available Reserve Account Amount and (y) the amount by which the Principal Deficit Amount exceeds the amounts to be deposited in the Series 2006-1 Distribution Account in accordance with clauses (i) and (ii) of this Section 2.5(d) and deposit it in the Series 2006-1 Distribution Account on such Distribution Date.

(iv) Demand on Surety Bond. If the sum of the Series 2006-1 Letter of Credit Amount and the Series 2006-1 Available Reserve Account Amount will be less than the Principal Deficit Amount on any Distribution Date, then the Trustee shall make a demand

on the Surety Bond by 12:00 noon (New York City time) on the second Business Day preceding such Distribution Date in an amount equal to the Insured Principal Deficit Amount and shall cause the proceeds thereof to be deposited in the Series 2006-1 Distribution Account.

(e) Distribution. On each Distribution Date occurring on or after the date a withdrawal is made from the Series 2006-1 Collection Account pursuant to Section 2.5(a) or amounts are deposited in the Series 2006-1 Distribution Account pursuant to Section 2.5(b), (c) or (d) the Paying Agent shall, in accordance with Section 6.1 of the Base Indenture, pay prorata to each Series 2006-1 Noteholder from the Series 2006-1 Distribution Account the amount deposited therein pursuant to Section 2.5(a), (b), (c) or (d), to the extent necessary to pay the Series 2006-1 Controlled Amortization Amount during the Series 2006-1 Controlled Amortization Period, or to the extent necessary to pay the Series 2006-1 Invested Amount during the Series 2006-1 Rapid Amortization Period.

Section 2.6 Administrator's Failure to Instruct the Trustee to Make a Deposit or Payment. If the Administrator fails to give notice or instructions to make any payment from or deposit into the Collection Account required to be given by the Administrator, at the time specified in the Administration Agreement or any other Related Document (including applicable grace periods), the Trustee shall make such payment or deposit into or from the Collection Account without such notice or instruction from the Administrator, provided that the Administrator, upon request of the Trustee, promptly provides the Trustee with all information necessary to allow the Trustee to make such a payment or deposit. When any payment or deposit hereunder or under any other Related Document is required to be made by the Trustee or the Paying Agent at or prior to a specified time, the Administrator shall deliver any applicable written instructions with respect thereto reasonably in advance of such specified time.

Section 2.7 Series-2006-1 Reserve Account. (a) Establishment of Series 2006-1 Reserve Account. CRCF shall establish and maintain in the name of the Series 2006-1 Agent for the benefit of the Series 2006-1 Noteholders, each Series 2006-1 Interest Rate Swap Counterparty and the Surety Provider, or cause to be established and maintained, an account (the "Series 2006-1 Reserve Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Series 2006-1 Noteholders, each Series 2006-1 Interest Rate Swap Counterparty and the Surety Provider. The Series 2006-1 Reserve Account shall be maintained (i) with a Qualified Institution, or (ii) as a segregated trust account with the corporate trust department of a depository institution or trust company having corporate trust powers and acting as trustee for funds deposited in the Series 2006-1 Reserve Account; provided that, if at any time such Qualified Institution is no longer a Qualified Institution or the credit rating of any securities issued by such depository institution or trust company shall be reduced to below "BBB-" by Standard & Poor's or "Baa2" by Moody's, then CRCF shall, within thirty (30) days of such reduction, establish a new Series 2006-1 Reserve Account with a new Qualified Institution. If the Series 2006-1 Reserve Account is not maintained in accordance with the previous sentence, CRCF shall establish a new Series 2006-1 Reserve Account, within ten (10) Business Days after obtaining knowledge of such fact, which complies with such sentence, and shall instruct the Series 2006-1 Agent in writing to transfer all cash and investments from the non-qualifying Series 2006-1 Reserve Account into the new Series 2006-1 Reserve Account. Initially, the Series 2006-1 Reserve Account will be established with The Bank of New York.

(b) Administration of the Series 2006-1 Reserve Account. The Administrator may instruct the institution maintaining the Series 2006-1 Reserve Account to invest funds on deposit in the Series 2006-1 Reserve Account from time to time in Permitted Investments; provided, however, that any such investment shall mature not later than the Business Day prior to the Distribution Date following the date on which such funds were received, unless any Permitted Investment held in the Series 2006-1 Reserve Account is held with the Paying Agent, then such investment may mature on such Distribution Date and such funds shall be available for withdrawal on or prior to such Distribution Date. All such Permitted Investments will be credited to the Series 2006-1 Reserve Account and any such Permitted Investments that constitute (i) physical property (and that is not either a United States security entitlement or a security entitlement) shall be physically delivered to the Trustee; (ii) United States security entitlements or security entitlements shall be controlled (as defined in Section 8-106 of the New York UCC) by the Trustee pending maturity or disposition, and (iii) uncertificated securities (and not United States security entitlements) shall be delivered to the Trustee by causing the Trustee to become the registered holder of such securities. The Trustee shall, at the expense of CRCF, take such action as is required to maintain the Trustee's security interest in the Permitted Investments credited to the Series 2006-1 Reserve Account. CRCF shall not direct the Trustee to dispose of (or permit the disposal of) any Permitted Investments prior to the maturity thereof to the extent such disposal would result in a loss of the purchase price of such Permitted Investments. In the absence of written investment instructions hereunder, funds on deposit in the Series 2006-1 Reserve Account shall remain uninvested.

(c) Earnings from Series 2006-1 Reserve Account. All interest and earnings (net of losses and investment expenses) paid on funds on deposit in the Series 2006-1 Reserve Account shall be deemed to be on deposit therein and available for distribution.

(d) Series 2006-1 Reserve Account Constitutes Additional Collateral for Series 2006-1 Notes. In order to secure and provide for the repayment and payment of the CRCF Obligations with respect to the Series 2006-1 Notes, CRCF hereby grants a security interest in and assigns, pledges, grants, transfers and sets over to the Trustee, for the benefit of the Series 2006-1 Noteholders, each Series 2006-1 Interest Rate Swap Counterparty and the Surety Provider, all of CRCF's right, title and interest in and to the following (whether now or hereafter existing or acquired): (i) the Series 2006-1 Reserve Account, including any security entitlement thereto; (ii) all funds on deposit therein from time to time; (iii) all certificates and instruments, if any, representing or evidencing any or all of the Series 2006-1 Reserve Account or the funds on deposit therein from time to time; (iv) all investments made at any time and from time to time with monies in the Series 2006-1 Reserve Account, whether constituting securities, instruments, general intangibles, investment property, financial assets or other property; (v) all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for the Series 2006-1 Reserve Account, the funds on deposit therein from time to time or the investments made with such funds; and (vi) all proceeds of any and all of the foregoing, including, without limitation, cash (the items in the foregoing clauses (i) through (vi) are referred to, collectively, as the "Series 2006-1 Reserve Account Collateral"). The Trustee shall possess all right, title and interest in and to all funds on deposit from time to time in the Series 2006-1 Reserve Account and in all proceeds thereof, and shall be the only person authorized to originate entitlement orders in respect of the Series 2006-1 Reserve Account. The Series 2006-1 Reserve Account Collateral shall be under the sole

dominion and control of the Trustee for the benefit of the Series 2006-1 Noteholders, each Series 2006-1 Interest Rate Swap Counterparty and the Surety Provider. The Series 2006-1 Agent hereby agrees (i) to act as the securities intermediary (as defined in Section 8-102(a)(14) of the New York UCC) with respect to the Series 2006-1 Reserve Account; (ii) that its jurisdiction as securities intermediary is New York; (iii) that each item of property (whether investment property, financial asset, security, instrument or cash) credited to the Series 2006-1 Reserve Account shall be treated as a financial asset (as defined in Section 8-102(a)(9) of the New York UCC) and (iv) to comply with any entitlement order (as defined in Section 8-102(a)(8) of the New York UCC) issued by the Trustee.

(e) Series 2006-1 Reserve Account Surplus. In the event that the Series 2006-1 Reserve Account Surplus on any Distribution Date, after giving effect to all withdrawals from the Series 2006-1 Reserve Account, is greater than zero, if no Series 2006-1 Enhancement Deficiency or AESOP I Operating Lease Vehicle Deficiency would result therefrom or exist thereafter, the Trustee, acting in accordance with the written instructions of the Administrator (with a copy of such written instructions to be provided by the Administrator to the Surety Provider) pursuant to the Administration Agreement, shall withdraw from the Series 2006-1 Reserve Account an amount equal to the Series 2006-1 Reserve Account Surplus and shall pay such amount to CRCF.

(f) Termination of Series 2006-1 Reserve Account. Upon the termination of the Indenture pursuant to Section 11.1 of the Base Indenture, the Trustee, acting in accordance with the written instructions of the Administrator, after the prior payment of all amounts owing to the Series 2006-1 Noteholders and to the Surety Provider and payable from the Series 2006-1 Reserve Account as provided herein, shall withdraw from the Series 2006-1 Reserve Account all amounts on deposit therein for payment to CRCF.

Section 2.8 Series 2006-1 Letters of Credit and Series 2006-1 Cash Collateral Account. (a) Series 2006-1 Letters of Credit and Series 2006-1 Cash Collateral Account Constitute Additional Collateral for Series 2006-1 Notes. In order to secure and provide for the repayment and payment of the CRCF Obligations with respect to the Series 2006-1 Notes, CRCF hereby grants a security interest in and assigns, pledges, grants, transfers and sets over to the Trustee, for the benefit of the Series 2006-1 Noteholders, each Series 2006-1 Interest Rate Swap Counterparty and the Surety Provider, all of CRCF's right, title and interest in and to the following (whether now or hereafter existing or acquired): (i) each Series 2006-1 Letter of Credit; (ii) the Series 2006-1 Cash Collateral Account, including any security entitlement thereto; (iii) all funds on deposit in the Series 2006-1 Cash Collateral Account from time to time; (iv) all certificates and instruments, if any, representing or evidencing any or all of the Series 2006-1 Cash Collateral Account or the funds on deposit therein from time to time; (v) all investments made at any time and from time to time with monies in the Series 2006-1 Cash Collateral Account, whether constituting securities, instruments, general intangibles, investment property, financial assets or other property; (vi) all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for the Series 2006-1 Cash Collateral Account, the funds on deposit therein from time to time or the investments made with such funds; and (vii) all proceeds of any and all of the foregoing, including, without limitation, cash (the items in the foregoing clauses (ii) through (vii) are referred to, collectively, as the "Series 2006-1 Cash Collateral Account Collateral").

The Trustee shall, for the benefit of the Series 2006-1 Noteholders, each Series 2006-1 Interest Rate Swap Counterparty and the Surety Provider, possess all right, title and interest in all funds on deposit from time to time in the Series 2006-1 Cash Collateral Account and in all proceeds thereof, and shall be the only person authorized to originate entitlement orders in respect of the Series 2006-1 Cash Collateral Account. The Series 2006-1 Cash Collateral Account shall be under the sole dominion and control of the Trustee for the benefit of the Series 2006-1 Noteholders, each Series 2006-1 Interest Rate Swap Counterparty and the Surety Provider. The Series 2006-1 Agent hereby agrees (i) to act as the securities intermediary (as defined in Section 8-102(a)(14) of the New York UCC) with respect to the Series 2006-1 Cash Collateral Account; (ii) that its jurisdiction as a securities intermediary is New York, (iii) that each item of property (whether investment property, financial asset, security, instrument or cash) credited to the Series 2006-1 Cash Collateral Account shall be treated as a financial asset (as defined in Section 8-102(a)(9) of the New York UCC) and (iv) to comply with any entitlement order (as defined in Section 8-102(a)(8) of the New York UCC) issued by the Trustee.

(b) Series 2006-1 Letter of Credit Expiration Date. If prior to the date which is ten (10) days prior to the then - scheduled Series 2006-1 Letter of Credit Expiration Date with respect to any Series 2006-1 Letter of Credit, excluding the amount available to be drawn under such Series 2006-1 Letter of Credit but taking into account each substitute Series 2006-1 Letter of Credit which has been obtained from a Series 2006-1 Eligible Letter of Credit Provider and is in full force and effect on such date, the Series 2006-1 Enhancement Amount would be equal to or more than the Series 2006-1 Required Enhancement Amount and the Series 2006-1 Liquidity Amount would be equal to or greater than the Series 2006-1 Required Liquidity Amount, then the Administrator shall notify the Trustee and the Surety Provider (with the Surety Provider to be provided supporting calculations in reasonable detail) in writing no later than two (2) Business Days prior to such Series 2006-1 Letter of Credit Expiration Date of such determination. If prior to the date which is ten (10) days prior to the then-scheduled Series 2006-1 Letter of Credit Expiration Date with respect to any Series 2006-1 Letter of Credit, excluding the amount available to be drawn under such Series 2006-1 Letter of Credit but taking into account a substitute Series 2006-1 Letter of Credit which has been obtained from a Series 2006-1 Eligible Letter of Credit Provider and is in full force and effect on such date, the Series 2006-1 Enhancement Amount would be less than the Series 2006-1 Required Enhancement Amount or the Series 2006-1 Liquidity Amount would be less than the Series 2006-1 Required Liquidity Amount, then the Administrator shall notify the Trustee and the Surety Provider (with the Surety Provider to be provided supporting calculations in reasonable detail) in writing no later than two (2) Business Days prior to such Series 2006-1 Letter of Credit Expiration Date of (x) the greater of (A) the excess, if any, of the Series 2006-1 Required Enhancement Amount over the Series 2006-1 Enhancement Amount, excluding the available amount under such expiring Series 2006-1 Letter of Credit but taking into account any substitute Series 2006-1 Letter of Credit which has been obtained from a Series 2006-1 Eligible Letter of Credit Provider and is in full force and effect, on such date, and (B) the excess, if any, of the Series 2006-1 Required Liquidity Amount over the Series 2006-1 Liquidity Amount, excluding the available amount under such expiring Series 2006-1 Letter of Credit but taking into account any substitute Series 2006-1 Letter of Credit which has been obtained from a Series 2006-1 Eligible Letter of Credit Provider and is in full force and effect, on such date, and (y) the amount available to be drawn on such expiring Series 2006-1 Letter of Credit on such date. Upon receipt of such notice by the Trustee on or prior to 10:00 a.m. (New York City time) on any Business Day, the Trustee shall, by 12:00 noon

(New York City time) on such Business Day (or, in the case of any notice given to the Trustee after 10:00 a.m. (New York City time), by 12:00 noon (New York City time) on the next following Business Day), draw the lesser of the amounts set forth in clauses (x) and (y) above on such expiring Series 2006-1 Letter of Credit by presenting a draft (with a copy to the Surety Provider) accompanied by a Certificate of Termination Demand and shall cause the Termination Disbursement to be deposited in the Series 2006-1 Cash Collateral Account.

If the Trustee does not receive the notice from the Administrator described in the first paragraph of this Section 2.8(b) on or prior to the date that is two (2) Business Days prior to each Series 2006-1 Letter of Credit Expiration Date, the Trustee shall, by 12:00 noon (New York City time) on such Business Day draw the full amount of such Series 2006-1 Letter of Credit by presenting a draft accompanied by a Certificate of Termination Demand and shall cause the Termination Disbursement to be deposited in the Series 2006-1 Cash Collateral Account.

(c) Series 2006-1 Letter of Credit Providers. The Administrator shall notify the Trustee and the Surety Provider in writing within one (1) Business Day of becoming aware that (i) the long-term senior unsecured debt credit rating of any Series 2006-1 Letter of Credit Provider has fallen below "A+" as determined by Standard & Poor's or "A1" as determined by Moody's or (ii) the short-term senior unsecured debt credit rating of any Series 2006-1 Letter of Credit Provider has fallen below "A-1" as determined by Standard & Poor's or "P-1" as determined by Moody's. At such time the Administrator shall also notify the Trustee of (i) the greater of (A) the excess, if any, of the Series 2006-1 Required Enhancement Amount over the Series 2006-1 Enhancement Amount, excluding the available amount under the Series 2006-1 Letter of Credit issued by such Series 2006-1 Letter of Credit Provider, on such date, and (B) the excess, if any, of the Series 2006-1 Required Liquidity Amount over the Series 2006-1 Liquidity Amount, excluding the available amount under such Series 2006-1 Letter of Credit, on such date, and (ii) the amount available to be drawn on such Series 2006-1 Letter of Credit on such date. Upon receipt of such notice by the Trustee on or prior to 10:00 a.m. (New York City time) on any Business Day, the Trustee shall, by 12:00 noon (New York City time) on such Business Day (or, in the case of any notice given to the Trustee after 10:00 a.m. (New York City time), by 12:00 noon (New York City time) on the next following Business Day), draw on such Series 2006-1 Letter of Credit in an amount equal to the lesser of the amounts in clause (i) and clause (ii) of the immediately preceding sentence on such Business Day by presenting a draft accompanied by a Certificate of Termination Demand and shall cause the Termination Disbursement to be deposited in the Series 2006-1 Cash Collateral Account.

(d) Termination Date Demands on the Series 2006-1 Letters of Credit. Prior to 10:00 a.m. (New York City time) on the Business Day immediately succeeding the Series 2006-1 Letter of Credit Termination Date, the Administrator shall determine the Series 2006-1 Demand Note Payment Amount, if any, as of the Series 2006-1 Letter of Credit Termination Date and, if the Series 2006-1 Demand Note Payment Amount is greater than zero, instruct the Trustee in writing to draw on the Series 2006-1 Letters of Credit. Upon receipt of any such notice by the Trustee on or prior to 11:00 a.m. (New York City time) on a Business Day, the Trustee shall, by 12:00 noon (New York City time) on such Business Day draw an amount equal to the lesser of (i) the Series 2006-1 Demand Note Payment Amount and (ii) the Series 2006-1 Letter of Credit Liquidity Amount on the Series 2006-1 Letters of Credit by presenting to each Series 2006-1 Letter of Credit Provider (with a copy to the Surety Provider) a draft accompanied

by a Certificate of Termination Date Demand and shall cause the Termination Date Disbursement to be deposited in the Series 2006-1 Cash Collateral Account; provided, however, that if the Series 2006-1 Cash Collateral Account has been established and funded, the Trustee shall draw an amount equal to the product of (a) 100% minus the Series 2006-1 Cash Collateral Percentage and (b) the lesser of the amounts referred to in clause (i) and (ii) on such Business Day on the Series 2006-1 Letters of Credit as calculated by the Administrator and provided in writing to the Trustee and the Surety Provider.

(e) Draws on the Series 2006-1 Letters of Credit. If there is more than one Series 2006-1 Letter of Credit on the date of any draw on the Series 2006-1 Letters of Credit pursuant to the terms of this Supplement, the Administrator shall instruct the Trustee, in writing, to draw on each Series 2006-1 Letter of Credit in an amount equal to the Pro Rata Share of the Series 2006-1 Letter of Credit Provider issuing such Series 2006-1 Letter of Credit of the amount of such draw on the Series 2006-1 Letters of Credit.

(f) Establishment of Series 2006-1 Cash Collateral Account. On or prior to the date of any drawing under a Series 2006-1 Letter of Credit pursuant to Section 2.8(b), (c) or (d) above, CRCF shall establish and maintain in the name of the Trustee for the benefit of the Series 2006-1 Noteholders, each Series 2006-1 Interest Rate Swap Counterparty and the Surety Provider, or cause to be established and maintained, an account (the "Series 2006-1 Cash Collateral Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Series 2006-1 Noteholders, each Series 2006-1 Interest Rate Swap Counterparty and the Surety Provider. The Series 2006-1 Cash Collateral Account shall be maintained (i) with a Qualified Institution, or (ii) as a segregated trust account with the corporate trust department of a depository institution or trust company having corporate trust powers and acting as trustee for funds deposited in the Series 2006-1 Cash Collateral Account; provided, however, that if at any time such Qualified Institution is no longer a Qualified Institution or the credit rating of any securities issued by such depository institution or trust company shall be reduced to below "BBB-" by Standard & Poor's or "Baa3" by Moody's, then CRCF shall, within thirty (30) days of such reduction, establish a new Series 2006-1 Cash Collateral Account with a new Qualified Institution or a new segregated trust account with the corporate trust department of a depository institution or trust company having corporate trust powers and acting as trustee for funds deposited in the Series 2006-1 Cash Collateral Account. If a new Series 2006-1 Cash Collateral Account is established, CRCF shall instruct the Trustee in writing to transfer all cash and investments from the non-qualifying Series 2006-1 Cash Collateral Account into the new Series 2006-1 Cash Collateral Account.

(g) Administration of the Series 2006-1 Cash Collateral Account. CRCF may instruct (by standing instructions or otherwise) the institution maintaining the Series 2006-1 Cash Collateral Account to invest funds on deposit in the Series 2006-1 Cash Collateral Account from time to time in Permitted Investments; provided, however, that any such investment shall mature not later than the Business Day prior to the Distribution Date following the date on which such funds were received, unless any Permitted Investment held in the Series 2006-1 Cash Collateral Account is held with the Paying Agent, in which case such investment may mature on such Distribution Date so long as such funds shall be available for withdrawal on or prior to such Distribution Date. All such Permitted Investments will be credited to the Series 2006-1 Cash Collateral Account and any such Permitted Investments that constitute (i) physical property (and

that is not either a United States security entitlement or a security entitlement) shall be physically delivered to the Trustee; (ii) United States security entitlements or security entitlements shall be controlled (as defined in Section 8-106 of the New York UCC) by the Trustee pending maturity or disposition, and (iii) uncertificated securities (and not United States security entitlements) shall be delivered to the Trustee by causing the Trustee to become the registered holder of such securities. The Trustee shall, at the expense of CRCF, take such action as is required to maintain the Trustee's security interest in the Permitted Investments credited to the Series 2006-1 Cash Collateral Account. CRCF shall not direct the Trustee to dispose of (or permit the disposal of) any Permitted Investments prior to the maturity thereof to the extent such disposal would result in a loss of the purchase price of such Permitted Investments. In the absence of written investment instructions hereunder, funds on deposit in the Series 2006-1 Cash Collateral Account shall remain uninvested.

(h) Earnings from Series 2006-1 Cash Collateral Account. All interest and earnings (net of losses and investment expenses) paid on funds on deposit in the Series 2006-1 Cash Collateral Account shall be deemed to be on deposit therein and available for distribution.

(i) Series 2006-1 Cash Collateral Account Surplus. In the event that the Series 2006-1 Cash Collateral Account Surplus on any Distribution Date (or, after the Series 2006-1 Letter of Credit Termination Date, on any date) is greater than zero, the Trustee, acting in accordance with the written instructions (a copy of which shall be provided by the Administrator to the Surety Provider) of the Administrator, shall withdraw from the Series 2006-1 Cash Collateral Account an amount equal to the Series 2006-1 Cash Collateral Account Surplus and shall pay such amount: first, to the Series 2006-1 Letter of Credit Providers to the extent of any unreimbursed drawings under the related Series 2006-1 Reimbursement Agreement, for application in accordance with the provisions of the related Series 2006-1 Reimbursement Agreement, and, second, to CRCF any remaining amount.

(j) Post-Series 2006-1 Letter of Credit Termination Date Withdrawals from the Series 2006-1 Cash Collateral Account. If the Surety Provider notifies the Trustee in writing that the Surety Provider shall have paid a Preference Amount (as defined in the Surety Bond) under the Surety Bond, subject to the satisfaction of the conditions set forth in the next succeeding sentence, the Trustee shall withdraw from the Series 2006-1 Cash Collateral Account and pay to the Surety Provider an amount equal to the lesser of (i) the Series 2006-1 Available Cash Collateral Account Amount on such date and (ii) such Preference Amount. Prior to any withdrawal from the Series 2006-1 Cash Collateral Account pursuant to this Section 2.8(j), the Trustee shall have received a certified copy of the order requiring the return of such Preference Amount.

(k) Termination of Series 2006-1 Cash Collateral Account. Upon the termination of this Supplement in accordance with its terms, the Trustee, acting in accordance with the written instructions of the Administrator, after the prior payment of all amounts owing to the Series 2006-1 Noteholders and to the Surety Provider and payable from the Series 2006-1 Cash Collateral Account as provided herein, shall withdraw from the Series 2006-1 Cash Collateral Account all amounts on deposit therein (to the extent not withdrawn pursuant to Section 2.8(i) above) and shall pay such amounts: first, to the Series 2006-1 Letter of Credit Providers to the extent of any unreimbursed drawings under the related Series 2006-1 Reimbursement

Agreement, for application in accordance with the provisions of the related Series 2006-1 Reimbursement Agreement, and, second, to CRCF any remaining amount.

Section 2.9 Series 2006-1 Distribution Account. (a) Establishment of Series 2006-1 Distribution Account. CRCF shall establish and maintain in the name of the Trustee for the benefit of the Series 2006-1 Noteholders, each Series 2006-1 Interest Rate Swap Counterparty and the Surety Provider, or cause to be established and maintained, an account (the “Series 2006-1 Distribution Account”), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Series 2006-1 Noteholders, each Series 2006-1 Interest Rate Swap Counterparty and the Surety Provider. The Series 2006-1 Distribution Account shall be maintained (i) with a Qualified Institution, or (ii) as a segregated trust account with the corporate trust department of a depository institution or trust company having corporate trust powers and acting as trustee for funds deposited in the Series 2006-1 Distribution Account; provided, however, that if at any time such Qualified Institution is no longer a Qualified Institution or the credit rating of any securities issued by such depository institution or trust company shall be reduced to below “BBB-” by Standard & Poor’s or “Baa3” by Moody’s, then CRCF shall, within thirty (30) days of such reduction, establish a new Series 2006-1 Distribution Account with a new Qualified Institution. If the Series 2006-1 Distribution Account is not maintained in accordance with the previous sentence, CRCF shall establish a new Series 2006-1 Distribution Account, within ten (10) Business Days after obtaining knowledge of such fact, which complies with such sentence, and shall instruct the Series 2006-1 Agent in writing to transfer all cash and investments from the non-qualifying Series 2006-1 Distribution Account into the new Series 2006-1 Distribution Account. Initially, the Series 2006-1 Distribution Account will be established with The Bank of New York.

(b) Administration of the Series 2006-1 Distribution Account. The Administrator may instruct the institution maintaining the Series 2006-1 Distribution Account to invest funds on deposit in the Series 2006-1 Distribution Account from time to time in Permitted Investments; provided, however, that any such investment shall mature not later than the Business Day prior to the Distribution Date following the date on which such funds were received, unless any Permitted Investment held in the Series 2006-1 Distribution Account is held with the Paying Agent, then such investment may mature on such Distribution Date and such funds shall be available for withdrawal on or prior to such Distribution Date. All such Permitted Investments will be credited to the Series 2006-1 Distribution Account and any such Permitted Investments that constitute (i) physical property (and that is not either a United States security entitlement or a security entitlement) shall be physically delivered to the Trustee; (ii) United States security entitlements or security entitlements shall be controlled (as defined in Section 8-106 of the New York UCC) by the Trustee pending maturity or disposition, and (iii) uncertificated securities (and not United States security entitlements) shall be delivered to the Trustee by causing the Trustee to become the registered holder of such securities. The Trustee shall, at the expense of CRCF, take such action as is required to maintain the Trustee’s security interest in the Permitted Investments credited to the Series 2006-1 Distribution Account. CRCF shall not direct the Trustee to dispose of (or permit the disposal of) any Permitted Investments prior to the maturity thereof to the extent such disposal would result in a loss of the purchase price of such Permitted Investments. In the absence of written investment instructions hereunder, funds on deposit in the Series 2006-1 Distribution Account shall remain uninvested.

(c) Earnings from Series 2006-1 Distribution Account. All interest and earnings (net of losses and investment expenses) paid on funds on deposit in the Series 2006-1 Distribution Account shall be deemed to be on deposit and available for distribution.

(d) Series 2006-1 Distribution Account Constitutes Additional Collateral for Series 2006-1 Notes. In order to secure and provide for the repayment and payment of the CRCF Obligations with respect to the Series 2006-1 Notes, CRCF hereby grants a security interest in and assigns, pledges, grants, transfers and sets over to the Trustee, for the benefit of the Series 2006-1 Noteholders, each Series 2006-1 Interest Rate Swap Counterparty and the Surety Provider, all of CRCF's right, title and interest in and to the following (whether now or hereafter existing or acquired): (i) the Series 2006-1 Distribution Account, including any security entitlement thereto; (ii) all funds on deposit therein from time to time; (iii) all certificates and instruments, if any, representing or evidencing any or all of the Series 2006-1 Distribution Account or the funds on deposit therein from time to time; (iv) all investments made at any time and from time to time with monies in the Series 2006-1 Distribution Account, whether constituting securities, instruments, general intangibles, investment property, financial assets or other property; (v) all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for the Series 2006-1 Distribution Account, the funds on deposit therein from time to time or the investments made with such funds; and (vi) all proceeds of any and all of the foregoing, including, without limitation, cash (the items in the foregoing clauses (i) through (vi) are referred to, collectively, as the "Series 2006-1 Distribution Account Collateral"). The Trustee shall possess all right, title and interest in all funds on deposit from time to time in the Series 2006-1 Distribution Account and in and to all proceeds thereof, and shall be the only person authorized to originate entitlement orders in respect of the Series 2006-1 Distribution Account. The Series 2006-1 Distribution Account Collateral shall be under the sole dominion and control of the Trustee for the benefit of the Series 2006-1 Noteholders, each Series 2006-1 Interest Rate Swap Counterparty and the Surety Provider. The Series 2006-1 Agent hereby agrees (i) to act as the securities intermediary (as defined in Section 8-102(a)(14) of the New York UCC) with respect to the Series 2006-1 Distribution Account; (ii) that its jurisdiction as securities intermediary is New York, (iii) that each item of property (whether investment property, financial asset, security, instrument or cash) credited to the Series 2006-1 Distribution Account shall be treated as a financial asset (as defined in Section 8-102(a)(9) of the New York UCC) and (iv) to comply with any entitlement order (as defined in Section 8-102(a)(8) of the New York UCC) issued by the Trustee.

Section 2.10 Series 2006-1 Interest Rate Swaps. (a) On the Series 2006-1 Closing Date, CRCF shall enter into one or more interest rate swaps acceptable to the Surety Provider (in the exercise of its reasonable judgment) in respect of the Series 2006-1 Notes with a Qualified Interest Rate Swap Counterparty (a "Series 2006-1 Interest Rate Swap"). The Series 2006-1 Interest Rate Swaps shall have an aggregate initial notional amount equal to the Series 2006-1 Initial Invested Amount. The aggregate notional amount of such Series 2006-1 Interest Rate Swaps shall be reduced pursuant to the terms of such Series 2006-1 Interest Rate Swaps but shall not at any time be less than the Series 2006-1 Invested Amount. The fixed rate payable by CRCF under the Series 2006-1 Interest Rate Swaps and any replacement thereof shall not be greater than 5.0%.

(b) Replacement of Any Series 2006-1 Interest Rate Swap. If, at any time, a Series 2006-1 Interest Rate Swap Counterparty does not have (i) a long-term senior, unsecured debt, deposit, claims paying or credit (as the case may be) rating at least “A” from Standard & Poor’s and at least “A2” from Moody’s, (ii) a short-term senior, unsecured debt, deposit, claims paying or credit (as the case may be) rating of at least “A-1”, or if such Series 2006-1 Interest Rate Swap Counterparty does not have a short-term senior, unsecured debt rating, then a long-term senior, unsecured debt, deposit, claims paying or credit (as the case may be) rating of at least “A+”, in each case, from Standard & Poor’s and (iii) a short-term senior, unsecured debt, deposit, claims paying or credit (as the case may be) rating of “P-1”, or if such Series 2006-1 Interest Rate Swap Counterparty does not have a short-term senior, unsecured debt rating, then a long-term senior, unsecured debt, deposit, claims paying or credit (as the case may be) rating of at least “A1”, in each case, from Moody’s, then CRCF shall cause the Series 2006-1 Interest Rate Swap Counterparty within thirty (30) days following such occurrence, at the Series 2006-1 Interest Rate Swap Counterparty’s expense, to do one of the following (the choice of such action to be determined by the Series 2006-1 Interest Rate Swap Counterparty) (i) obtain a replacement interest rate swap on substantially the same terms as the replaced Series 2006-1 Interest Rate Swap from a Qualified Interest Rate Swap Provider and terminate the applicable Series 2006-1 Interest Rate Swap, (ii) collateralize its obligations under the Series 2006-1 Interest Rate Swap in a manner acceptable to the Rating Agencies and the Surety Provider (in the exercise of its reasonable judgment) in an amount and with collateral which is sufficient to maintain or restore the immediately prior ratings (without giving effect to the Policy) of the Series 2006-1 Notes or (iii) enter into any other arrangement satisfactory to Standard & Poor’s, Moody’s and the Surety Provider (in the exercise of its reasonable judgment), which is sufficient to maintain or restore the immediately prior ratings (without giving effect to the Surety Bond) of the Series 2006-1 Notes; provided that no termination of any Series 2006-1 Interest Rate Swap shall occur until CRCF has entered into a replacement interest rate swap or shall have entered any other arrangement satisfactory to Standard & Poor’s, Moody’s and the Surety Provider (in the exercise of its reasonable judgment).

(c) To secure payment of all CRCF Obligations with respect to the Series 2006-1 Notes, CRCF grants a security interest in, and assigns, pledges, grants, transfers and sets over to the Trustee, for the benefit of the Series 2006-1 Noteholders and the Surety Provider, all of CRCF’s right, title and interest in the Series 2006-1 Interest Rate Swaps and all proceeds thereof (the “Series 2006-1 Interest Rate Swap Collateral”). CRCF shall require all Series 2006-1 Interest Rate Swap Proceeds to be paid to, and the Trustee shall allocate all Series 2006-1 Interest Rate Swap Proceeds to, the Series 2006-1 Accrued Interest Account of the Series 2006-1 Collection Account.

(d) The failure of CRCF to comply with its covenants contained in this Section 2.10 shall not constitute an Amortization Event with respect to the Series 2006-1 Notes.

(e) Each Series 2006-1 Interest Rate Swap Counterparty shall be a Swap Counterparty and therefore shall be a beneficiary of the grant set forth in Section 3.1 of the Base Indenture.

Section 2.11 Series 2006-1 Accounts Permitted Investments. CRCF shall not, and shall not permit, funds on deposit in the Series 2006-1 Accounts to be invested in:

- (i) Permitted Investments that do not mature at least one Business Day before the next Distribution Date;
- (ii) demand deposits, time deposits or certificates of deposit with a maturity in excess of 360 days;
- (iii) commercial paper which is not rated "P-1" by Moody's;
- (iv) money market funds or eurodollar time deposits which are not rated at least "AAA" by Standard &

Poor's;

- (v) eurodollar deposits that are not rated "P-1" by Moody's or that are with financial institutions not organized under the laws of a G-7 nation; or

(vi) any investment, instrument or security not otherwise listed in clause (i) through (v) of the definition of "Permitted Investments" in the Base Indenture that is not approved in writing by the Surety Provider.

Section 2.12 Series 2006-1 Demand Notes Constitute Additional Collateral for Series 2006-1 Notes. In order to secure and provide for the repayment and payment of the CRCF Obligations with respect to the Series 2006-1 Notes, CRCF hereby grants a security interest in and assigns, pledges, grants, transfers and sets over to the Trustee, for the benefit of the Series 2006-1 Noteholders, each Series 2006-1 Interest Rate Swap Counterparty and the Surety Provider, all of CRCF's right, title and interest in and to the following (whether now or hereafter existing or acquired): (i) the Series 2006-1 Demand Notes; (ii) all certificates and instruments, if any, representing or evidencing the Series 2006-1 Demand Notes; and (iii) all proceeds of any and all of the foregoing, including, without limitation, cash. On the date hereof, CRCF shall deliver to the Trustee, for the benefit of the Series 2006-1 Noteholders, each Series 2006-1 Interest Rate Swap Counterparty and the Surety Provider, each Series 2006-1 Demand Note, endorsed in blank. The Trustee, for the benefit of the Series 2006-1 Noteholders, each Series 2006-1 Interest Rate Swap Counterparty and the Surety Provider, shall be the only Person authorized to make a demand for payments on the Series 2006-1 Demand Notes.

ARTICLE III

AMORTIZATION EVENTS

In addition to the Amortization Events set forth in Section 9.1 of the Base Indenture, any of the following shall be an Amortization Event with respect to the Series 2006-1 Notes and collectively shall constitute the Amortization Events set forth in Section 9.1(n) of the Base Indenture with respect to the Series 2006-1 Notes (without notice or other action on the part of the Trustee or any holders of the Series 2006-1 Notes):

- (a) a Series 2006-1 Enhancement Deficiency shall occur and continue for at least two (2) Business Days; provided, however, that such event or condition shall not be an Amortization Event if during such two (2) Business Day period such Series 2006-1

Enhancement Deficiency shall have been cured in accordance with the terms and conditions of the Indenture and the Related Documents;

(b) the Series 2006-1 Liquidity Amount shall be less than the Series 2006-1 Required Liquidity Amount for at least two (2) Business Days; provided, however, that such event or condition shall not be an Amortization Event if during such two (2) Business Day period such insufficiency shall have been cured in accordance with the terms and conditions of the Indenture and the Related Documents;

(c) the Collection Account, the Series 2006-1 Collection Account, the Series 2006-1 Excess Collection Account or the Series 2006-1 Reserve Account shall be subject to an injunction, estoppel or other stay or a Lien (other than Liens permitted under the Related Documents);

(d) all principal of and interest on the Series 2006-1 Notes is not paid in full on or before the Series 2006-1 Expected Final Distribution Date;

(e) the Trustee shall make a demand for payment under the Surety Bond;

(f) the occurrence of an Event of Bankruptcy with respect to the Surety Provider;

(g) the Surety Provider fails to pay a demand for payment in accordance with the requirements of the Surety Bond;

(h) any Series 2006-1 Letter of Credit shall not be in full force and effect for at least two (2) Business Days and (x) either a Series 2006-1 Enhancement Deficiency would result from excluding such Series 2006-1 Letter of Credit from the Series 2006-1 Enhancement Amount or (y) the Series 2006-1 Liquidity Amount, excluding therefrom the available amount under such Series 2006-1 Letter of Credit, would be less than the Series 2006-1 Required Liquidity Amount;

(i) from and after the funding of the Series 2006-1 Cash Collateral Account, the Series 2006-1 Cash Collateral Account shall be subject to an injunction, estoppel or other stay or a Lien (other than Liens permitted under the Related Documents) for at least two (2) Business Days and either (x) a Series 2006-1 Enhancement Deficiency would result from excluding the Series 2006-1 Available Cash Collateral Account Amount from the Series 2006-1 Enhancement Amount or (y) the Series 2006-1 Liquidity Amount, excluding therefrom the Series 2006-1 Available Cash Collateral Amount, would be less than the Series 2006-1 Required Liquidity Amount; and

(j) an Event of Bankruptcy shall have occurred with respect to any Series 2006-1 Letter of Credit Provider or any Series 2006-1 Letter of Credit Provider repudiates its Series 2006-1 Letter of Credit or refuses to honor a proper draw thereon and either (x) a Series 2006-1 Enhancement Deficiency would result from excluding such Series 2006-1 Letter of Credit from the Series 2006-1 Enhancement Amount or (y) the Series 2006-1 Liquidity Amount, excluding therefrom the available amount under such

Series 2006-1 Letter of Credit, would be less than the Series 2006-1 Required Liquidity Amount.

ARTICLE IV

RIGHT TO WAIVE PURCHASE RESTRICTIONS

Notwithstanding any provision to the contrary in the Indenture or the Related Documents, but subject in all respects to the Surety Provider's rights under Section 6.11, upon the Trustee's receipt of notice from any Lessee, any Borrower or CRCF that the Lessees, the Borrowers and CRCF have determined to increase any Series 2006-1 Maximum Amount, (such notice, a "Waiver Request"), each Series 2006-1 Noteholder may, at its option, waive any Series 2006-1 Maximum Amount (collectively, a "Waivable Amount") if (i) no Amortization Event exists, (ii) the Requisite Noteholders and the Surety Provider consent to such waiver and (iii) 60 days' prior written notice of such proposed waiver is provided to the Rating Agencies by the Trustee.

Upon receipt by the Trustee of a Waiver Request (a copy of which the Trustee shall promptly provide to the Rating Agencies), all amounts which would otherwise be allocated to the Series 2006-1 Excess Collection Account (collectively, the "Designated Amounts") from the date the Trustee receives a Waiver Request through the Consent Period Expiration Date will be held by the Trustee in the Series 2006-1 Collection Account for ratable distribution as described below.

Within ten (10) Business Days after the Trustee receives a Waiver Request, the Trustee shall furnish notice thereof to the Series 2006-1 Noteholders and the Surety Provider, which notice shall be accompanied by a form of consent (each a "Consent") in the form of Exhibit B by which the Series 2006-1 Noteholders may, on or before the Consent Period Expiration Date, consent to waiver of the applicable Waivable Amount. If the Trustee receives the consent of the Surety Provider and Consents from the Requisite Noteholders agreeing to waiver of the applicable Waivable Amount within forty-five (45) days after the Trustee notifies the Series 2006-1 Noteholders of a Waiver Request (the day on which such forty-five (45) day period expires, the "Consent Period Expiration Date"), (i) the applicable Waivable Amount shall be deemed waived by the consenting Series 2006-1 Noteholders, (ii) the Trustee will distribute the Designated Amounts as set forth below and (iii) the Trustee shall promptly (but in any event within two days) provide the Rating Agency with notice of such waiver. Any Series 2006-1 Noteholder from whom the Trustee has not received a Consent on or before the Consent Period Expiration Date will be deemed not to have consented to such waiver.

If the Trustee receives Consents from the Requisite Noteholders on or before the Consent Period Expiration Date, then on the immediately following Distribution Date, the Trustee will pay the Designated Amounts as follows:

- (i) to the non-consenting Series 2006-1 Noteholders, if any, prorata up to the amount required to pay all Series 2006-1 Notes held by such non-consenting Series 2006-1 Noteholders in full; and

- (ii) any remaining Designated Amounts to the Series 2006-1 Excess Collection Account.

If the amount paid pursuant to clause (i) of the preceding paragraph is not paid in full on the date specified therein, then on each day following such Distribution Date, the Administrator will allocate to the Series 2006-1 Collection Account on a daily basis all Designated Amounts collected on such day. On each following Distribution Date, the Trustee will withdraw a portion of such Designated Amounts from the Series 2006-1 Collection Account and deposit the same in the Series 2006-1 Distribution Account for distribution as follows:

- (a) to the non-consenting Series 2006-1 Noteholders, if any, prorata an amount equal to the Designated Amounts in the Series 2006-1 Collection Account as of the applicable Determination Date up to the aggregate outstanding principal balance of the Series 2006-1 Notes held by the non-consenting Series 2006-1 Noteholders; and
- (b) any remaining Designated Amounts to the Series 2006-1 Excess Collection Account.

If the Requisite Noteholders or the Surety Provider do not timely consent to such waiver, the Designated Amounts will be re-allocated to the Series 2006-1 Excess Collection Account for allocation and distribution in accordance with the terms of the Indenture and the Related Documents.

In the event that the Series 2006-1 Rapid Amortization Period shall commence after receipt by the Trustee of a Waiver Request, all such Designated Amounts will thereafter be considered Principal Collections allocated to the Series 2006-1 Noteholders.

ARTICLE V

FORM OF SERIES 2006-1 NOTES

Section 5.1 Restricted Global Series 2006-1 Notes. The Series 2006-1 Notes to be issued in the United States will be issued in book-entry form and represented by one or more permanent global Notes in fully registered form without interest coupons (each, a “Restricted Global Series 2006-1 Note”), substantially in the form set forth in Exhibit A-1, with such legends as may be applicable thereto as set forth in the Base Indenture, and will be sold only in the United States (1) initially to institutional accredited investors within the meaning of Regulation D under the Securities Act in reliance on an exemption from the registration requirements of the Securities Act and (2) thereafter to qualified institutional buyers within the meaning of, and in reliance on, Rule 144A under the Securities Act and shall be deposited on behalf of the purchasers of the Series 2006-1 Notes represented thereby, with the Trustee as custodian for DTC, and registered in the name of Cede as DTC’s nominee, duly executed by CRCF and authenticated by the Trustee in the manner set forth in Section 2.4 of the Base Indenture.

Section 5.2 Temporary Global Series 2006-1 Notes; Permanent Global Series 2006-1 Notes. The Series 2006-1 Notes to be issued outside the United States will be issued and sold in transactions outside the United States in reliance on Regulation S under the Securities

Act, as provided in the applicable note purchase agreement, and shall initially be issued in the form of one or more temporary notes in registered form without interest coupons (each, a “Temporary Global Series 2006-1 Note”), substantially in the form set forth in Exhibit A-2, which shall be deposited on behalf of the purchasers of the Series 2006-1 Notes represented thereby with a custodian for, and registered in the name of a nominee of DTC, for the account of Euroclear Bank S.A./N.V., as operator of the Euroclear System (“Euroclear”) or for Clearstream Banking, société anonyme (“Clearstream”), duly executed by CRCF and authenticated by the Trustee in the manner set forth in Section 2.4 of the Base Indenture. Interests in a Temporary Global Series 2006-1 Note will be exchangeable, in whole or in part, for interests in one or more permanent global notes in registered form without interest coupons (each, a “Permanent Global Series 2006-1 Note”), substantially in the form of Exhibit A-3, in accordance with the provisions of such Temporary Global Series 2006-1 Note and the Base Indenture (as modified by this Supplement). Interests in a Permanent Global Series 2006-1 Note will be exchangeable for a definitive Series 2006-1 Note in accordance with the provisions of such Permanent Global Series 2006-1 Note and the Base Indenture (as modified by this Supplement).

ARTICLE VI

GENERAL

Section 6.1 Optional Repurchase. The Series 2006-1 Notes shall be subject to repurchase by CRCF at its option in accordance with Section 6.3 of the Base Indenture on any Distribution Date after the Series 2006-1 Invested Amount is reduced to an amount less than or equal to 10% of the Series 2006-1 Initial Invested Amount (the “Series 2006-1 Repurchase Amount”); provided, however, that as a condition precedent to any such optional repurchase, on or prior to the Distribution Date on which any Series 2006-1 Note is repurchased by CRCF pursuant to this Section 6.1, CRCF shall have paid the Surety Provider all Surety Provider Fees and all other Surety Provider Reimbursement Amounts due and unpaid as of such Distribution Date. The repurchase price for any Series 2006-1 Note shall equal the aggregate outstanding principal balance of such Series 2006-1 Note (determined after giving effect to any payments of principal and interest on such Distribution Date), plus accrued and unpaid interest on such outstanding principal balance.

Section 6.2 Information. The Trustee shall provide to the Series 2006-1 Noteholders, or their designated agent, and the Surety Provider copies of all information furnished to the Trustee or CRCF pursuant to the Related Documents, as such information relates to the Series 2006-1 Notes or the Series 2006-1 Collateral. In connection with any Preference Amount payable under the Surety Bond, the Trustee shall furnish to the Surety Provider its records evidencing the distributions of principal of and interest on the Series 2006-1 Notes that have been made and subsequently recovered from Series 2006-1 Noteholders and the dates on which such payments were made.

Section 6.3 Exhibits. The following exhibits attached hereto supplement the exhibits included in the Indenture.

<u>Exhibit A-1:</u>	Form of Restricted Global Series 2006-1 Note
<u>Exhibit A-2</u>	Form of Temporary Global Series 2006-1 Note

<u>Exhibit A-3</u>	Form of Permanent Global Series 2006-1 Note
<u>Exhibit B:</u>	Form of Consent
<u>Exhibit C:</u>	Form of Series 2006-1 Demand Note
<u>Exhibit D:</u>	Form of Letter of Credit
<u>Exhibit E:</u>	Form of Lease Payment Deficit Notice
<u>Exhibit F:</u>	Form of Demand Notice

Section 6.4 Ratification of Base Indenture. As supplemented by this Supplement, the Base Indenture is in all respects ratified and confirmed and the Base Indenture as so supplemented by this Supplement shall be read, taken, and construed as one and the same instrument.

Section 6.5 Counterparts. This Supplement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all of such counterparts shall together constitute but one and the same instrument.

Section 6.6 Governing Law. This Supplement shall be construed in accordance with the law of the State of New York, and the obligations, rights and remedies of the parties hereto shall be determined in accordance with such law.

Section 6.7 Amendments. This Supplement may be modified or amended from time to time with the consent of the Surety Provider and in accordance with the terms of the Base Indenture; provided, however, that if, pursuant to the terms of the Base Indenture or this Supplement, the consent of the Required Noteholders is required for an amendment or modification of this Supplement, such requirement shall be satisfied if such amendment or modification is consented to by the Series 2006-1 Noteholders representing more than 50% of the aggregate outstanding principal amount of the Series 2006-1 Notes.

Section 6.8 Discharge of Indenture. Notwithstanding anything to the contrary contained in the Base Indenture, no discharge of the Indenture pursuant to Section 11.1(b) of the Base Indenture will be effective as to the Series 2006-1 Notes without the consent of the Required Noteholders and, to the extent there are any amounts due to a Series 2006-1 Interest Rate Swap Counterparty, each such Series 2006-1 Interest Rate Swap Counterparty.

Section 6.9 Notice to Surety Provider, Rating Agencies and each Series 2006-1 Interest Rate Swap Counterparty. The Trustee shall provide to the Surety Provider, each Rating Agency and each Series 2006-1 Interest Rate Swap Counterparty a copy of each notice, opinion of counsel, certificate or other item delivered to, or required to be provided by, the Trustee pursuant to this Supplement or any other Related Document. Each such opinion of counsel shall be addressed to the Surety Provider and each Series 2006-1 Interest Rate Swap Counterparty, shall be from counsel reasonably acceptable to the Surety Provider and each Series 2006-1 Interest Rate Swap Counterparty and shall be in form and substance reasonably acceptable to the Surety Provider and each Series 2006-1 Interest Rate Swap Counterparty. All such notices, opinions, certificates or other items delivered to the Surety Provider shall be forwarded to MBIA Insurance Corporation, 113 King Street, Armonk, New York, 10504; Attention: General Counsel; telephone: (914) 273-4545.

Section 6.10 Certain Rights of Surety Provider. The Surety Provider shall be deemed to be an Enhancement Provider entitled to receive confirmation of the rating on the Series 2006-1 Notes (without regard to the Surety Bond) pursuant to the definition of “Rating Agency Confirmation Condition.” In addition, the Surety Provider shall be deemed to be an Enhancement Provider entitled to exercise the consent rights described in clause (ii) of the definition of “Rating Agency Consent Condition.”

Section 6.11 Surety Provider Deemed Noteholder and Secured Party. Except for any period during which a Surety Default is continuing, the Surety Provider shall be deemed to be the holder of 100% of the Series 2006-1 Notes for the purposes of giving any and all consents, waivers (including, without limitation, pursuant to Article III (other than an Amortization Event described in clauses (f) and (g) thereof) Article IV and Section 6.7), approvals, instructions, directions, requests, declarations and/or notices pursuant to the Base Indenture and this Supplement. Any reference in the Base Indenture or the Related Documents (including, without limitation, in Sections 2.3, 8.14, 9.1, 9.2 or 12.1 of the Base Indenture) to materially, adversely, or detrimentally affecting the rights or interests of the Noteholders, or words of similar meaning, shall be deemed, for purposes of the Series 2006-1 Notes, to refer to the rights or interests of the Surety Provider. The Surety Provider shall constitute an “Enhancement Provider” with respect to the Series 2006-1 Notes for all purposes under the Indenture and the other Related Documents. Furthermore, the Surety Provider shall be deemed to be a “Secured Party” under the Base Indenture and the Related Documents to the extent of amounts payable to the Surety Provider pursuant to this Supplement and the Insurance Agreement shall constitute an “Enhancement Agreement” with respect to the Series 2006-1 Notes for all purposes under the Indenture and the Related Documents. Moreover, wherever in the Related Documents money or other property is assigned, conveyed, granted or held for, a filing is made for, action is taken for or agreed to be taken for, or a representation or warranty is made for the benefit of the Noteholders, the Surety Provider shall be deemed to be the Noteholder with respect to 100% of the Series 2006-1 Notes for such purposes.

Section 6.12 Capitalization of CRCF. CRCF agrees that on the Series 2006-1 Closing Date it will have capitalization in an amount equal to or greater than 3% of the sum of (x) the Series 2006-1 Invested Amount and (y) the invested amount of the Series 2000-2 Notes, the Series 2001-2 Notes, the Series 2002-1 Notes, the Series 2002-2 Notes, the Series 2002-3 Notes, the Series 2003-1 Notes, the Series 2003-2 Notes, the Series 2003-3 Notes, the Series 2003-4 Notes, the Series 2003-5 Notes, the Series 2004-1 Notes, the Series 2004-2 Notes, the Series 2004-4 Notes, the Series 2005-1 Notes, the Series 2005-2 Notes, the Series 2005-3 Notes and the Series 2005-4 Notes.

Section 6.13 [RESERVED]

Section 6.14 Third Party Beneficiary. The Surety Provider and each Series 2006-1 Interest Rate Swap Counterparty is an express third party beneficiary of (i) the Base Indenture to the extent of provisions relating to any Enhancement Provider and (ii) this Supplement.

Section 6.15 Prior Notice by Trustee to Surety Provider. Subject to Section 10.1 of the Base Indenture, the Trustee agrees that, so long as no Amortization Event shall have occurred and be continuing with respect to any Series of Notes other than the Series 2006-1 Notes,

it shall not exercise any rights or remedies available to it as a result of the occurrence of an Amortization Event with respect to the Series 2006-1 Notes (except those set forth in clauses (f) and (g) of Article III) or a Series 2006-1 Limited Liquidation Event of Default until after the Trustee has given prior written notice thereof to the Surety Provider and each Series 2006-1 Interest Rate Swap Counterparty and obtained the direction of the Required Noteholders with respect to the Series 2006-1 Notes. The Trustee agrees to notify the Surety Provider promptly following any exercise of rights or remedies available to it as a result of the occurrence of any Amortization Event or a Series 2006-1 Limited Liquidation Event of Default.

Section 6.16 Effect of Payments by the Surety Provider. Anything herein to the contrary notwithstanding, any distribution of principal of or interest on the Series 2006-1 Notes that is made with moneys received pursuant to the terms of the Surety Bond shall not (except for the purpose of calculating the Principal Deficit Amount) be considered payment of the Series 2006-1 Notes by CRCF. The Trustee acknowledges that, without the need for any further action on the part of the Surety Provider, (i) to the extent the Surety Provider makes payments, directly or indirectly, on account of principal of or interest on the Series 2006-1 Notes to the Trustee for the benefit of the Series 2006-1 Noteholders or to the Series 2006-1 Noteholders (including any Preference Amounts as defined in the Surety Bond), the Surety Provider will be fully subrogated to the rights of such Series 2006-1 Noteholders to receive such principal and interest and will be deemed to the extent of the payments so made to be a Series 2006-1 Noteholder and (ii) the Surety Provider shall be paid principal and interest in its capacity as a Series 2006-1 Noteholder until all such payments by the Surety Provider have been fully reimbursed, but only from the sources and in the manner provided herein for the distribution of such principal and interest and in each case only after the Series 2006-1 Noteholders have received all payments of principal and interest due to them hereunder on the related Distribution Date.

Section 6.17 Series 2006-1 Demand Notes. Other than pursuant to a demand thereon pursuant to Section 2.5, CRCF shall not reduce the amount of the Series 2006-1 Demand Notes or forgive amounts payable thereunder so that the outstanding principal amount of the Series 2006-1 Demand Notes after such reduction or forgiveness is less than the Series 2006-1 Letter of Credit Liquidity Amount. CRCF shall not agree to any amendment of the Series 2006-1 Demand Notes without first satisfying the Rating Agency Confirmation Condition and the Rating Agency Consent Condition.

Section 6.18 Subrogation. In furtherance of and not in limitation of the Surety Provider's equitable right of subrogation, each of the Trustee and CRCF acknowledge that, to the extent of any payment made by the Surety Provider under the Surety Bond with respect to interest on or principal of the Series 2006-1 Notes, including any Preference Amount, as defined in the Surety Bond, the Surety Provider is to be fully subrogated to the extent of such payment and any additional interest due on any late payment, to the rights of the Series 2006-1 Noteholders under the Indenture. Each of CRCF and the Trustee agree to such subrogation and, further, agree to take such actions as the Surety Provider may reasonably request in writing to evidence such subrogation.

Section 6.19 Termination of Supplement. This Supplement shall cease to be of further effect when all outstanding Series 2006-1 Notes theretofore authenticated and issued have

been delivered (other than destroyed, lost, or stolen Series 2006-1 Notes which have been replaced or paid) to the Trustee for cancellation, CRCF has paid all sums payable hereunder, the Surety Provider has been paid all Surety Provider Fees and all other Surety Provider Reimbursement Amounts due under the Insurance Agreement, the Series 2006-1 Interest Rate Swaps have been terminated and there are no amounts due and owing thereunder and, if the Series 2006-1 Demand Note Payment Amount on the Series 2006-1 Letter of Credit Termination Date was greater than zero, all amounts have been withdrawn from the Series 2006-1 Cash Collateral Account in accordance with Section 2.8(i).

Section 6.20 Condition to Termination of CRCF's Obligations. Notwithstanding anything to the contrary in Section 11.1 of the Base Indenture, so long as this Supplement is in effect, CRCF may not terminate its obligations under the Indenture unless CRCF shall have delivered to the Surety Provider and each Series 2006-1 Interest Rate Swap Counterparty an Opinion of Counsel, in form and substance acceptable to the Surety Provider and each Series 2006-1 Interest Rate Swap Counterparty, to the effect that, in the event of a bankruptcy proceeding under the Bankruptcy Code in respect of CRCF, the Lessor or any Lessee, the bankruptcy court would not avoid any amounts distributed to the Series 2006-1 Noteholders, the Surety Provider or any Series 2006-1 Interest Rate Swap Counterparty in connection with such termination.

Section 6.21 Confidential Information. (a) The Trustee and each Series 2006-1 Note Owner agrees, by its acceptance and holding of a beneficial interest in a Series 2006-1 Note, to maintain the confidentiality of all Confidential Information in accordance with procedures adopted by the Trustee or such Series 2006-1 Note Owner in good faith to protect confidential information of third parties delivered to such Person; provided, that such Person may deliver or disclose Confidential Information to: (i) such Person's directors, trustees, officers, employees, agents, attorneys, independent or internal auditors and affiliates who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Section 6.21; (ii) such Person's financial advisors and other professional advisors who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Section 6.21; (iii) any other Series 2006-1 Note Owner; (iv) any Person of the type that would be, to such Person's knowledge, permitted to acquire an interest in the Series 2006-1 Notes in accordance with the requirements of the Indenture to which such Person sells or offers to sell any such Series 2006-1 Note or any part thereof and that agrees to hold confidential the Confidential Information substantially in accordance with this Section 6.21 (or in accordance with such other confidentiality procedures as are acceptable to CRCF); (v) any federal or state or other regulatory, governmental or judicial authority having jurisdiction over such Person; (vi) the National Association of Insurance Commissioners or any similar organization, or any nationally recognized rating agency that requires access to information about the investment portfolio of such Person, (vii) any reinsurers or liquidity or credit providers that agree to hold confidential the Confidential Information substantially in accordance with this Section 6.21 (or in accordance with such other confidentiality procedures as are acceptable to CRCF); (viii) any other Person with the consent of CRCF; or (ix) any other Person to which such delivery or disclosure may be necessary or appropriate (A) to effect compliance with any law, rule, regulation, statute or order applicable to such Person, (B) in response to any subpoena or other legal process upon prior notice to CRCF (unless prohibited by applicable law, rule, order or decree or other requirement having the force of law), (C) in connection with any litigation to which such Person is a party

upon prior notice to CRCF (unless prohibited by applicable law, rule, order or decree or other requirement having the force of law) or (D) if an Amortization Event with respect to the Series 2006-1 Notes has occurred and is continuing, to the extent such Person may reasonably determine such delivery and disclosure to be necessary or appropriate in the enforcement or for the protection of the rights and remedies under the Series 2006-1 Notes, the Indenture or any other Related Document; and provided, further, however, that delivery to any Series 2006-1 Note Owner of any report or information required by the terms of the Indenture to be provided to such Series 2006-1 Note Owner shall not be a violation of this Section 6.21. Each Series 2006-1 Note Owner agrees, by acceptance of a beneficial interest in a Series 2006-1 Note, except as set forth in clauses (v), (vi) and (ix) above, that it shall use the Confidential Information for the sole purpose of making an investment in the Series 2006-1 Notes or administering its investment in the Series 2006-1 Notes. In the event of any required disclosure of the Confidential Information by such Series 2006-1 Note Owner, such Series 2006-1 Note Owner agrees to use reasonable efforts to protect the confidentiality of the Confidential Information.

(b) For the purposes of this Section 6.21, “Confidential Information” means information delivered to the Trustee or any Series 2006-1 Note Owner by or on behalf of CRCF in connection with and relating to the transactions contemplated by or otherwise pursuant to the Indenture and the Related Documents; provided, that such term does not include information that: (i) was publicly known or otherwise known to the Trustee or such Series 2006-1 Note Owner prior to the time of such disclosure; (ii) subsequently becomes publicly known through no act or omission by the Trustee, any Series 2006-1 Note Owner or any person acting on behalf of the Trustee or any Series 2006-1 Note Owner; (iii) otherwise is known or becomes known to the Trustee or any Series 2006-1 Note Owner other than (x) through disclosure by CRCF or (y) as a result of the breach of a fiduciary duty to CRCF or a contractual duty to CRCF; or (iv) is allowed to be treated as non-confidential by consent of CRCF.

IN WITNESS WHEREOF, CRCF and the 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.

CENDANT RENTAL CAR FUNDING (AESOP)
LLC

By: /s/ Lori Gebron
Title: Vice President

THE BANK OF NEW YORK, as Trustee

By: /s/ John Bobko
Title: Vice President

THE BANK OF NEW YORK, as Series 2006-1 Agent

By: /s/ John Bobko
Title: Vice President