

No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise. This prospectus supplement, together with the short form base shelf prospectus dated November 4, 2005 to which it relates, as amended or supplemented, and each document incorporated or deemed to be incorporated by reference in the short form base shelf prospectus, constitutes a public offering of securities offered pursuant hereto only in the jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities.

PROSPECTUS SUPPLEMENT

To a Short Form Base Shelf Prospectus dated November 4, 2005

New Issue

November 14, 2006

CNH Capital Canada Receivables Trust

\$204,000,000

Floating Rate Class A-1 Receivable-Backed Notes, Series 2006-1

\$154,000,000

4.306% Class A-2 Receivable-Backed Notes, Series 2006-1

\$12,375,000

4.720% Class B Receivable-Backed Notes, Series 2006-1

Notes to be dated on or about November 21, 2006

Final Scheduled Payment Date for all Notes: May 15, 2014

We (CNH Capital Canada Receivables Trust) may offer receivable-backed notes in an aggregate principal amount of up to \$1,000,000,000 during the twenty-five month period from the date of our short form base shelf prospectus dated November 4, 2005 (including any amendments thereto, the “Shelf Prospectus”). Under this supplement (the “Prospectus Supplement”) to the Shelf Prospectus, we will offer \$204,000,000 of Floating Rate Class A-1 Receivable-Backed Notes, Series 2006-1, \$154,000,000 of 4.306% Class A-2 Receivable-Backed Notes, Series 2006-1 (collectively, the “Class A Notes”) and \$12,375,000 of 4.720% Class B Receivable-Backed Notes, Series 2006-1 (the “Class B Notes” and, collectively with the Class A Notes, the “Offered Notes”).

<u>Offered Notes</u>	<u>Amount Offered</u>	<u>Interest Rate⁽¹⁾</u>	<u>Targeted Final Payment Date⁽²⁾</u>	<u>Final Scheduled Payment Date</u>	<u>Expected Ratings DBRS/Moody's</u>
Class A-1.....	\$204,000,000	BA 3 Month Rate plus 0.08%	May 15, 2007	May 15, 2014	AAA/Aaa
Class A-2.....	\$154,000,000	4.306%	November 15, 2008	May 15, 2014	AAA/Aaa
Class B.....	\$12,375,000	4.720%	Not applicable	May 15, 2014	A(high)/A2

- (1) Interest on the Class A-1 Notes will be calculated and payable, except in limited circumstances, quarterly in arrears. Interest on the Class A-2 Notes and the Class B Notes will be calculated and payable, except in limited circumstances, semi-annually in arrears.
- (2) Principal payments may be made before or after the targeted final payment date in certain circumstances.

	<u>Price to the Public</u>	<u>Proceeds to the Trust⁽¹⁾</u>
Per \$1,000 principal amount of Class A-1 Notes.....	Non-fixed	\$204,000,000
Per \$1,000 principal amount of Class A-2 Notes.....	Non-fixed	\$154,000,000
Per \$1,000 principal amount of Class B Notes.....	Non-fixed	<u>\$12,375,000</u>
Total.....		<u>\$370,375,000</u>

- (1) Expenses of the offering, together with the underwriters' fees, will be paid by CNH Capital Canada Ltd. and not out of the proceeds of the offering.

RBC Dominion Securities Inc.

CIBC World Markets Inc.

TD Securities Inc.

Merrill Lynch Canada Inc.

(continued on next page)

(Continued from preceding page)

RBC Dominion Securities Inc., TD Securities Inc., CIBC World Markets Inc. and Merrill Lynch Canada Inc. (collectively, the “Class A Underwriters”) are the underwriters of the Class A Notes. RBC Dominion Securities Inc. and TD Securities Inc. (the “Class B Underwriters” and, collectively with the Class A Underwriters, the “Underwriters”) are the underwriters of the Class B Notes. The Class A Underwriters, as principals, conditionally offer the Class A Notes and the Class B Underwriters, as principals, conditionally offer the Class B Notes, in each case, subject to prior sales, if, as and when issued by us and accepted by the Class A Underwriters in the case of the Class A Notes and the Class B Underwriters in the case of the Class B Notes in accordance with the conditions contained in the underwriting agreements referred to under “Plan of Distribution” and subject to the approval of certain legal matters at closing on our behalf by Osler, Hoskin & Harcourt LLP and on behalf of the Underwriters by McCarthy Tétrault LLP.

Merrill Lynch Canada Inc. and its affiliates have a number of relationships with us, including in respect of the indebtedness of the seller which will be partially repaid following this offering, as more fully described herein. As a result, we may be considered a “connected issuer” of Merrill Lynch Canada Inc. within the meaning of applicable securities legislation. See “Plan of Distribution”.

The Offered Notes will be offered to purchasers at prices to be negotiated between each purchaser and the Underwriters. Accordingly, the price at which the Offered Notes will be offered and sold to purchasers may vary as between purchasers and during the period of distribution of the Offered Notes. The Underwriters’ overall compensation will increase or decrease by the amount by which the aggregate price paid for the Offered Notes by purchasers exceeds, or is less than, the aggregate price paid by the Underwriters to us for the Offered Notes.

There is no market through which the Offered Notes may be sold and you may not be able to resell securities purchased under this Prospectus Supplement. The Underwriters currently intend to make a market in the Offered Notes, but they are under no obligation to do so. There can be no assurance that a secondary market will develop or that, if a secondary market does develop, it will provide you with liquidity or that it will continue for the life of the Offered Notes purchased. The Underwriters may effect transactions that stabilize or maintain the price of the Offered Notes to be offered at a level different from that which might otherwise prevail in an open market. Such transactions, if commenced, may be discontinued at any time. See “Plan of Distribution”. An investment in the Offered Notes bears certain risks. See “Risk Factors” in this Prospectus Supplement and the Shelf Prospectus.

Subscriptions for the Offered Notes will be received subject to rejection or allotment in whole or in part and the right is reserved to close the subscription books at any time without notice. It is intended that the closing of this offering will occur on or about November 21, 2006 or on such other date as we and the Underwriters may agree, but, in any event, not later than December 15, 2006. Delivery of the Offered Notes in book-entry form will be made through The Canadian Depository for Securities Limited on or about the closing date against payment in immediately available funds. Definitive certificates for the Offered Notes will not be issued to purchasers except in certain limited circumstances. See “Book-Entry Registration” and “Definitive Securities” in the Shelf Prospectus.

The Offered Notes will represent our indebtedness and will not represent obligations of or interests in CNH Capital Canada Ltd., the trustee, the indenture trustee or any of their respective affiliates. Recourse for payment of the Notes (as defined herein) will be limited to the collateral described in this Prospectus Supplement. Only the collateral described in this Prospectus Supplement will secure the Notes, hedging contracts, credit enhancements and expenses described in this Prospectus Supplement. The collateral described in this Prospectus Supplement will not be available to and will not secure any other securities issued by us in the future or any obligations, credit enhancements or expenses relating to those securities. This Prospectus Supplement relates only to the Offered Notes described in this Prospectus Supplement and not to any other securities issued by us in the future. The Notes (as well as hedging contracts described in this Prospectus Supplement) will represent our limited recourse obligations and will not be personal obligations of the trustee. No one is personally liable for the payments due by us on any Notes or hedging contracts.

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DOCUMENTS INCORPORATED BY REFERENCE

The following documents, which have been filed with the various securities commissions and other securities regulatory authorities in each of the provinces and territories of Canada are incorporated by reference into the accompanying Shelf Prospectus as of the date of this Prospectus Supplement solely for the purpose of the offering of the Offered Notes described in this Prospectus Supplement:

- (a) the Trust's Annual Information Form dated April 30, 2006;
- (b) the Trust's audited financial statements for the years ended December 31, 2005 and 2004, including the auditors' report and management's discussion and analysis of financial condition and results of operations; and
- (c) the Trust's management's discussion and analysis of financial condition and results of operations for the six months ended June 30, 2006.

Any annual information forms, material change reports (excluding confidential reports), annual financial statements and annual filings filed by us with the securities commissions or similar authorities in the provinces of Canada subsequent to the date of this prospectus and prior to the expiry of this prospectus will be deemed to be incorporated by reference into this prospectus.

Except as referenced above, no other document or information is incorporated by reference into or forms part of this prospectus, including without limitation, (i) any information that may be published from time to time on the Bloomberg® Service, including asset-backed securities reports on such service under "abs.go", (ii) the monthly servicer report prepared by the servicer and filed by us on SEDAR, (iii) the annual servicer's compliance certificate prepared by the servicer and filed by us on SEDAR, (iv) the annual accountant's servicing report prepared by our accountants and (v) the annual notice prepared by us and delivered to holders of notes pursuant to the exemption application described below.

Pursuant to an exemptive relief application dated March 14, 2006 under the mutual reliance review system, the Trust is exempt from the requirements to file and deliver quarterly financial statements provided that the Trust (i) within 60 days after the end of each fiscal quarter of the Trust, provides to noteholders who so request and contemporaneously file on SEDAR modified management's discussion and analysis concerning the Receivables, and (ii) within 120 days after the end of each fiscal year of the Trust, provides to noteholders who so request and contemporaneously files on SEDAR management's discussion and analysis of financial condition and results of operations of the Trust for such fiscal year, the annual servicer's compliance certificate required by the Sale and Servicing Agreement and the annual accountant's servicing report required by the Sale and Servicing Agreement. These documents are available to Series 2006-1 Noteholders upon request from the indenture trustee, on the Internet at www.cnh.com or on SEDAR at www.sedar.com.

Any statement contained in this Prospectus Supplement or in a document incorporated or deemed to be incorporated by reference in this Prospectus Supplement will be deemed to be modified or superseded, for the purposes of this Prospectus Supplement to the extent that a statement contained in this Prospectus Supplement or in any other subsequently filed document which also is or is deemed to be incorporated by reference in this Prospectus Supplement modifies or supersedes that statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document which it modifies or supersedes. The making of a modifying or superseding statement will not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded will not constitute a part of this Prospectus Supplement, except as so modified or superseded.

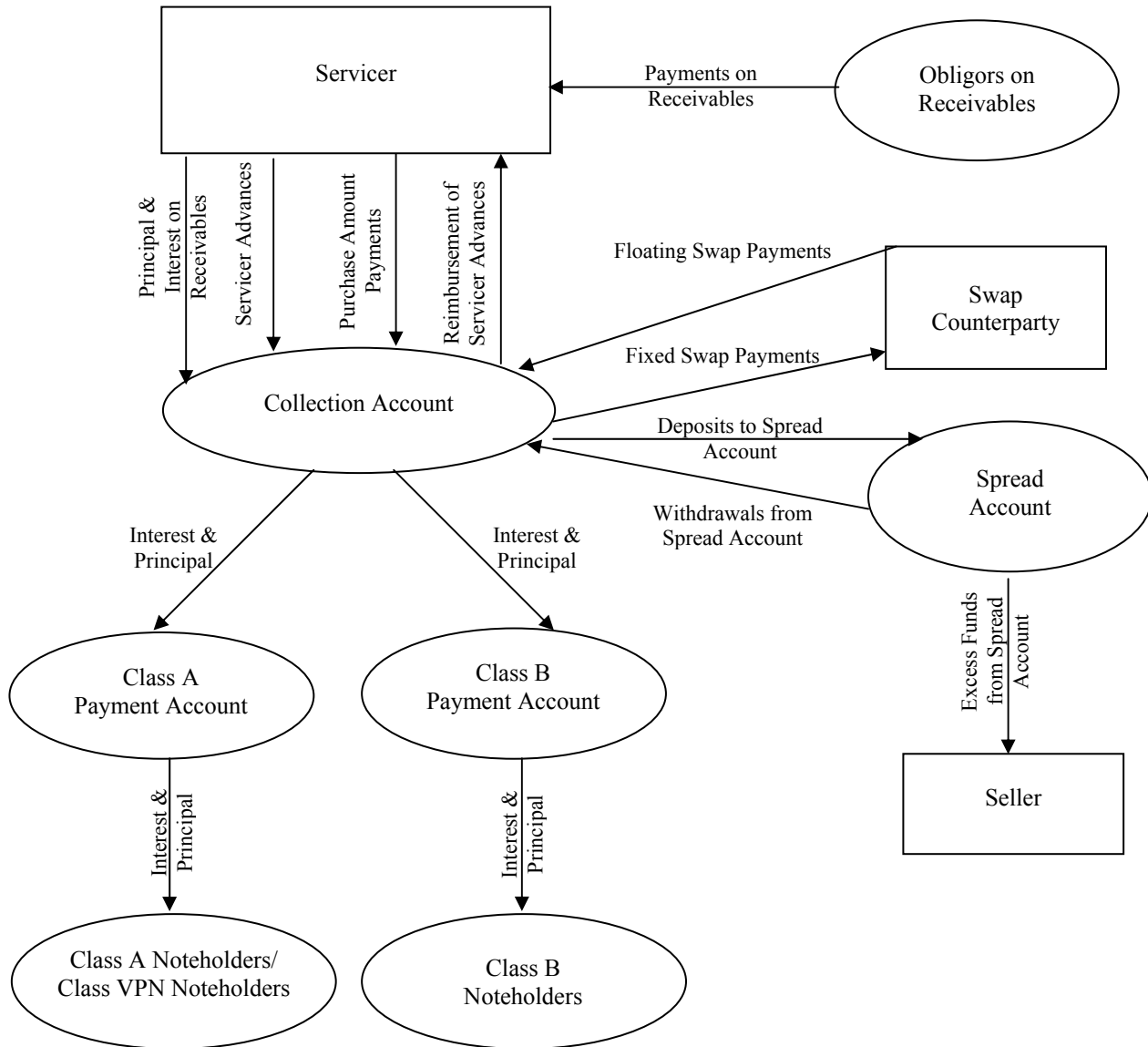
ELIGIBILITY FOR INVESTMENT

In the opinion of Osler, Hoskin & Harcourt LLP and McCarthy Tétrault LLP, subject to compliance with the prudent investment standards and general investment provisions and restrictions of the statutes referred to below (and, where applicable, the regulations thereunder) and, in certain cases, subject to the satisfaction of additional requirements relating to investment or lending policies, guidelines or goals established pursuant to the applicable statute and, in certain cases, the filing of such policies, guidelines or goals, the Offered Notes, at the date of original issue, will not be precluded as investments under the following statutes:

<i>Bank Act</i> (Canada)	<i>An Act respecting insurance</i> (Québec) (for an insurer (as defined therein) other than a guarantee fund)
<i>Cooperative Credit Associations Act</i> (Canada)	<i>An Act respecting trust companies and savings companies</i> (Québec) (for a trust company (as defined therein), investing its own funds and funds received as deposits, and for a savings company (as defined therein), which invests its own funds)
<i>Insurance Companies Act</i> (Canada)	<i>Supplemental Pension Plans Act</i> (Québec)
<i>Pension Benefits Standards Act, 1985</i> (Canada)	<i>Pension Benefits Act</i> (New Brunswick)
<i>Trust and Loan Companies Act</i> (Canada)	<i>Trustees Act</i> (New Brunswick)
<i>Financial Institutions Act</i> (British Columbia)	<i>Trustee Act</i> (Nova Scotia)
<i>Pension Benefits Standards Act</i> (British Columbia)	<i>Pension Benefits Act</i> (Nova Scotia)
<i>Alberta Heritage Savings Trust Fund Act</i> (Alberta)	<i>Insurance Companies Act</i> (Newfoundland and Labrador)
<i>Financial Administration Act</i> (Alberta)	<i>Pension Benefits Act, 1977</i> (Newfoundland and Labrador)
<i>Insurance Act</i> (Alberta)	
<i>Loan and Trust Corporations Act</i> (Alberta)	
<i>The Pension Benefits Act, 1992</i> (Saskatchewan)	
<i>The Trust and Loan Corporations Act, 1997</i> (Saskatchewan)	
<i>The Insurance Act</i> (Manitoba)	
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<i>Loan and Trust Corporations Act</i> (Ontario)	
<i>Pension Benefits Act</i> (Ontario)	
<i>Trustee Act</i> (Ontario)	

In the opinion of Osler, Hoskin & Harcourt LLP and McCarthy Tétrault LLP, based in part on a certificate of the Trust relating to certain factual matters, the Offered Notes, if issued on the date hereof and if they would have, at such date, the ratings described herein under the heading "Ratings", will be qualified investments under the *Income Tax Act* (Canada) (the "Tax Act") and the regulations thereunder for trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit sharing plans and registered education savings plans.

SUMMARY OF DEPOSITS TO AND WITHDRAWALS FROM ACCOUNTS*



* This chart provides only a simplified overview of the flow of funds. Carefully read this entire document for a further description.

SUMMARY

This summary highlights selected information from this Prospectus Supplement and does not contain all of the information that you need to consider in making your investment decision. To understand the terms of this offering, carefully read this entire Prospectus Supplement and the accompanying Shelf Prospectus to which it relates. All dollar amounts are expressed in Canadian dollars.

The Parties

Issuer	CNH Capital Canada Receivables Trust, a trust formed by the trustee under the laws of Ontario. We are a master trust that issues securities and other obligations to finance the acquisition of financial assets from CNH Capital Canada Ltd.
Trustee	The Canada Trust Company, a trust company established under the laws of Canada and licensed to carry on the business of a trust company in all provinces and territories of Canada, will act as our trustee.
Administrator	CNH Capital Canada Ltd. ("CNH Capital"), a corporation formed under the laws of Alberta, will act as our administrator. The administrator is an indirect wholly-owned subsidiary of CNH Global N.V.
Seller	CNH Capital will be the seller of the receivables, which we will acquire with the proceeds of the Offered Notes and the Class VPN Notes described in this Prospectus Supplement.
Servicer	CNH Capital will be the servicer of the receivables.
Backup Servicer	Systems & Services Technologies, Inc., a Delaware corporation, will be the backup servicer of the receivables.
Indenture Trustee	BNY Trust Company of Canada, a trust company established under the laws of Canada and licensed to carry on the business of a trust company in all provinces and territories of Canada or exempt from such requirements, will act as indenture trustee.

The Offering

Offered Notes We will issue the following Offered Notes under this Prospectus Supplement:

<u>Class</u>	<u>Initial Principal Balance</u>	<u>Interest Rate</u>
A-1.....	\$204,000,000	BA 3 Month Rate plus 0.08%
A-2.....	\$154,000,000	4.306%
B.....	\$12,375,000	4.720%

On the closing date we will also issue the Class VPN Notes described in this Prospectus Supplement. The Class VPN Notes will be sold to one or

more institutional investors on a private placement basis and are not being offered under this Prospectus Supplement.

The Class A Notes and all Class VPN Notes issued by us will have equal priority each with the other to the extent described herein. The Class B Notes will be subordinated to, and provide credit enhancement for, the Class A Notes and Class VPN Notes to the extent described herein.

In this Prospectus Supplement we refer to the Offered Notes and the Class VPN Notes collectively as the “Notes”.

Interest Payments

The Class A-1 Notes will bear interest on the outstanding principal balance of such class at a floating rate of BA 3 Month Rate plus 0.08% per annum, calculated and payable quarterly on the basis of a 365 day year, except as described elsewhere in this Prospectus Supplement. Except in limited circumstances, we will pay interest on the Class A-1 Notes on February 15 and May 15, 2007. The Class A-2 Notes will bear interest on the outstanding principal balance of such class at a rate of 4.306% per annum, calculated and payable semi-annually on the basis of a 365 day year, except as described elsewhere in this Prospectus Supplement. Except in limited circumstances, we will pay interest on the Class A-2 Notes, on May 15 and November 15 of each year. The Class B Notes will bear interest on the outstanding principal balance of such class at a rate of 4.720% per annum, calculated and payable semi-annually on the basis of a 365 day year, except as described elsewhere in this Prospectus Supplement. Except in limited circumstances, we will pay interest on the Class B Notes, on May 15 and November 15 of each year.

If an interest payment date for a class of Offered Notes is not a business day, we will pay interest on the next business day. We refer to a “business day” as any day other than a Saturday, a Sunday or a day on which banking institutions or trust companies in Toronto or Chicago are authorized or obligated by law to remain closed.

The first interest payment date for the Class A-2 Notes and the Class B Notes will be May 15, 2007.

Payments of Principal Generally

The aggregate amount available to make principal payments on or allocations of principal for each class of Notes on any monthly settlement date will be based generally on the decrease during the prior collection period in the sum of (a) the Contract Value of the receivables and (b) the amount on deposit in the pre-funding account, and will be primarily funded with collections on the receivables that are received during such prior collection period.

The aggregate amount of collections on the receivables available to make principal payments on the Notes on each monthly settlement date (including a targeted final payment date) will generally be allocated 100% to the Class A Notes and Class VPN Notes and 0% to the Class B Notes. We will not pay principal on the Class B Notes until the Class A Notes and Class VPN Notes have been paid in full or provided for in full with funds in the accumulation account.

Class A Note Principal Payments

In general, we will not make payments of principal on any class of Class A Notes until its targeted final payment date. The targeted final payment date and final scheduled payment date for each class of Class A Notes are specified on the cover page of this Prospectus Supplement. On the targeted final payment date for each class of Class A Notes, we will pay, to the extent of available funds, the entire outstanding principal balance of that class of Class A Notes.

Except in limited circumstances, we will apply amounts available to pay principal on the Class A Notes on each monthly settlement date that is not a targeted final payment date for any Class A Notes to make principal payments on the Class VPN Notes.

On the targeted final payment date for a class of Class A Notes, the proceeds of additional Class VPN Notes, if any, issued by us on or about that date will also be available to make principal payments on that class of Class A Notes.

If the principal amount of one or more classes of Class A Notes is not paid in full on its respective targeted final payment dates, a Sequential Amortization Period will commence and, on each special payment date thereafter, until each affected class of Class A Notes is paid in full, we will apply or allocate amounts available to make principal payments on the Class A Notes and Class VPN Notes to the affected class of Class A Notes and to the Class VPN Notes *pro rata* based on their Class A Principal Distributable Amounts until the affected class or classes of Class A Notes are paid in full. If more than one class of Class A Notes is to receive principal as described above, we will make payments on the affected classes sequentially, so that no principal payments will be made on any affected class of Class A Notes until all affected Class A Notes with a lower numerical designation have been paid in full. For example, we will pay the principal amount of the Class A-1 Notes in full before any payments are made on the principal amount of the Class A-2 Notes.

In addition, subject to the following paragraph, if the Class VPN note interest rate swap described in this Prospectus Supplement is terminated or so long as a Sequential Amortization Period continues, on each special payment date thereafter, we will apply or allocate amounts available to make principal payments on the Class A Notes and Class VPN Notes to the Class A Notes and the Class VPN Notes *pro rata* based on their Class A Principal Distributable Amounts. However, we will not make payments of principal on any class of Class A Notes prior to its targeted final payment date unless a Non-Sequential Amortization Period commences.

If an event of default under the indenture occurs and the Notes have become due and payable, we will make principal payments on each class of the Class A Notes and the Class VPN Notes to all holders of the Class A Notes and the Class VPN Notes *pro rata* based on the outstanding principal balance of each class of Class A Notes and Class VPN Notes.

Our failure to pay any class of Class A Notes in full on its targeted final payment date will not constitute an event of default. All unpaid principal on a class of Class A Notes will be due on the final scheduled payment

date for that class. Our failure to pay a class of Class A Notes in full on its final scheduled payment date will result in an event of default.

Class B Note Principal Payments

We will not pay principal on the Class B Notes until the Class A Notes and Class VPN Notes have been paid in full or provided for in full with funds in the accumulation account. After the Class A Notes and Class VPN Notes have been paid in full or provided for in full with funds in the accumulation account, we will pay principal on the Class B Notes monthly until the Class B Notes are paid in full.

Class VPN Notes

On the closing date, we will issue variable pay term notes (“Class VPN Notes”) in an aggregate principal amount of \$79,625,000 in order to partially fund the purchase of the initial receivables and the purchase of any additional receivables during the pre-funding period. The Class VPN Notes will be sold to one or more institutional investors on a private placement basis and are not being offered under this Prospectus Supplement.

Subject to certain conditions, we may also issue additional Class VPN Notes (i) for the targeted final payment date for each class of the Class A Notes or (ii) for any special payment date following the targeted final payment date for a class of Class A Notes which was not paid in full on that targeted final payment date and, in each case, use the proceeds to make payments of principal on that class and that targeted final payment date or special payment date, as applicable.

Receivables

The properties and assets that will secure the Notes will be the pool of (i) fixed rate retail instalment sales contracts used to finance the purchase of new and used agricultural and construction equipment and (ii) fixed rate finance lease contracts used to finance the lease of new and used agricultural and construction equipment together with any recourse obligation of, and the security interest in, the related financed equipment granted by the dealers in favour of CNH Capital under such finance lease contracts, which we describe in this Prospectus Supplement under “The Receivables Pool”. We refer to these contracts as the “contracts”, to the contracts and related dealer recourse obligations and security interests as the “receivables”, to the pool of those receivables as the “receivables pool” and to the persons who financed their purchase or lease with the contracts as “obligors”.

The seller will sell the receivables to us. On the closing date, we will acquire receivables with an aggregate Contract Value of \$396,341,103.76. We will acquire additional receivables from time to time during a pre-funding period beginning on the closing date and ending not later than the close of business on February 15, 2007. We expect that additional receivables will be sold to us monthly on dates specified by the seller occurring during the pre-funding period. The seller will designate as a cutoff date (each a “subsequent cutoff date”) the date as of which particular additional receivables will be sold to us. We will pay for the additional receivables with funds on deposit in a pre-funding account established for us, with an initial deposit of \$53,658,896.24. We expect to acquire additional receivables with an aggregate Contract Value approximately equal to \$53,658,896.24. Prior to being used to purchase

additional receivables, funds on deposit in the pre-funding account will be invested from time to time in highly rated short-term securities. The pre-funding period will end earlier than February 15, 2007 if and when the balance in the pre-funding account is reduced to less than \$100,000. The pre-funding period will also terminate early if certain defaults or other adverse events occur. Any balance remaining in the pre-funding account at the end of the pre-funding period will be payable to the holders of Class VPN Notes as principal up to the total principal amount of the Class VPN Notes, with any balance remaining thereafter to be deposited into the Accumulation Account.

Negative Carry Account

We anticipate that the average interest rate that we earn on the investment of funds in the pre-funding account may be less than the weighted average interest rate on the Notes. Accordingly, to provide a source of funds to cover any shortfall resulting from this difference, at closing we will deposit \$418,694.52 into the negative carry account.

Optional Redemption

The servicer may exercise a “clean-up” call to purchase the receivables from and after such time as the aggregate Contract Value of the receivables declines to 10% or less of the aggregate Contract Value of the initial receivables and the additional receivables, measured for each receivable at the time of its sale to us. If the servicer exercises its clean-up call, we will redeem in whole, but not in part, the outstanding Notes on the monthly settlement date on which the servicer exercises its clean-up call. The redemption price will be equal to the unpaid principal amount of the Notes, plus accrued and unpaid interest thereon. We will also be required at such time to pay any amounts owing to the holders of the Class VPN Notes in respect of increased costs, taxes and indemnity payments, plus accrued and unpaid interest thereon.

Collateral

We will grant a security interest in the receivables and in the other property related to or derived from the receivables to the indenture trustee on behalf of the holders of Notes, the counterparties to the hedging contracts, the servicer, the administrator and the seller, as lender of the subordinated spread account loan. The property securing the Notes and other liabilities relating to the Notes and the receivables is referred to as the “collateral” and will also include:

- collections on and moneys received under the receivables after the close of business on the initial cutoff date of October 31, 2006 (the “initial cutoff date”);
- amounts held on deposit in trust accounts maintained by us or the servicer on our behalf for the benefit of the Notes (being the pre-funding account, the collection account, the negative carry account, the Class A payment account, the Class B payment account, the accumulation account, the spread account and the backup servicer account);
- security interests in the equipment financed under the receivables or related contracts and any property obtained in a default situation under those security interests;

- any recourse the seller has against the dealers from which the receivables were purchased (other than amounts in dealers' reserve accounts);
- any proceeds from claims on insurance policies covering the obligors or the equipment financed under the receivables;
- the proceeds of any Class VPN Notes issued by us;
- our rights under the Class A-1 note interest rate swap, the Class VPN note interest rate swap and the accumulation account interest rate swap;
- all of our rights under the sale and servicing agreement with the seller; and
- all proceeds of any of the foregoing.

Indenture

We and the indenture trustee are parties to a master trust indenture which provides for the creation and issuance by us of notes and other securities for the purposes of financing the acquisition of pools of financial assets from the seller. The Notes will be created and issued pursuant to a supplemental indenture (the "series supplement") to the master trust indenture. We refer to the master trust indenture, as amended and supplemented by the series supplement, as the "indenture".

Priority of Payments

We will generally pay or apply available funds in the following order of priority:

- servicing fee payments, if any, to the servicer;
- administration fee payments to the administrator and unpaid fees and expenses of the indenture trustee or trustee, *pro rata*;
- the net amount payable, if any, to the Class A-1 note swap counterparty, the Class VPN note swap counterparty and the accumulation account swap counterparty, *pro rata*;
- interest on the Class A Notes and the Class VPN Notes ;
- interest on the Class B Notes;
- principal on the Class A Notes and Class VPN Notes;
- principal on the Class B Notes;
- deposits into the spread account so that the amount in the spread account is equal to the Specified Spread Account Balance;
- increased costs, taxes and indemnity amounts payable in

respect of the Class VPN Notes; and

- additional deposits into the spread account.

Spread Account

On the closing date, the seller will make an interest bearing subordinated spread account loan to us in the amount of \$10,899,380.35 (being 2.75% of the aggregate Contract Value of the initial receivables on the initial cutoff date) and we will deposit the amount of such subordinated spread account loan in cash or eligible investments into the spread account. On the date of the additional sale of receivables to us during the pre-funding period, the seller will make a further subordinated spread account loan to us in the amount equal to 2.75% of the aggregate Contract Value of the additional receivables.

In addition, collections on the receivables, to the extent otherwise available for distribution to the seller, will be used to fund additional subordinated spread account loans on each monthly settlement date if the spread account balance is below a specified amount.

The spread account will provide credit enhancement for the Notes.

To the extent that funds from principal and interest collections on the receivables are not sufficient to (a) pay the servicing fee, if any; (b) pay the administration fee and any unpaid fees or expenses of the indenture trustee or the trustee; (c) pay the net amounts, if any, due to the Class A-1 note swap counterparty, the Class VPN note swap counterparty and the accumulation account swap counterparty; and (d) make required payments on or deposits in respect of, principal and interest on the Notes, we will withdraw cash from the spread account for these purposes. To the extent that such funds from principal and interest collections are insufficient to pay any unpaid increased costs, taxes and indemnity amounts due in respect of any Class VPN Notes, amounts on deposit in the spread account that are in excess of the Specified Spread Account Balance may be used to pay such amounts. Amounts on deposit in the spread account will not be available, however, on the targeted final payment date for any class of Class A Notes to the extent that the proceeds, if any, from additional Class VPN Notes together with collections on the receivables allocable to or accumulated for the Class A Notes on such targeted final payment date are insufficient to pay that class of Class A Notes in full.

Class A-1 Note Interest Rate Swap

On the closing date, we will enter into a Class A-1 note interest rate swap for the Class A-1 Notes with Royal Bank of Canada, as Class A-1 note swap counterparty.

Under the Class A-1 note interest rate swap, on the business day prior to each monthly settlement date (a) we will be obligated to pay to the Class A-1 note swap counterparty a fixed rate on a notional amount equal to the aggregate outstanding principal balance of the Class A-1 Notes and (b) the Class A-1 note swap counterparty will be obligated to pay to us a floating interest rate based on the BA 3 Month Rate (which is the basis for determining the amount of interest due on the Class A-1 Notes) on the same notional amount.

Under the Class A-1 note interest rate swap, the amount that we are obligated to pay to the Class A-1 note swap counterparty will be netted against the amount that the Class A-1 note swap counterparty is obligated to pay to us. Only the net amount payable will be due from us or the Class A-1 note swap counterparty, as applicable.

If the Class A-1 note interest rate swap is terminated, the interest rate on the Class A-1 Notes will automatically become a fixed rate equal to 4.3532%, which is the fixed rate payable by us under the Class A-1 note interest rate swap.

Class VPN Note Interest Rate Swap

On the closing date, we will enter into a Class VPN note interest rate swap with Royal Bank of Canada, as Class VPN note swap counterparty.

Under the Class VPN note interest rate swap, on the business day prior to each monthly settlement date (a) we will be obligated to pay to the Class VPN note swap counterparty a fixed rate on a notional amount equal to the aggregate outstanding principal balance of all Class VPN Notes and (b) the Class VPN note swap counterparty will be obligated to pay to us a floating interest rate based on the BA 1 Month Rate (which is the basis for determining the amount of interest due on the Class VPN Notes) on the same notional amount.

Under the Class VPN note interest rate swap, the amount that we are obligated to pay to the Class VPN note swap counterparty will be netted against the amount that the Class VPN note swap counterparty is obligated to pay to us. Only the net amount payable will be due from us or the Class VPN note swap counterparty, as applicable.

If the Class VPN note interest rate swap is terminated, the interest rate on the Class VPN Notes will automatically become a fixed rate equal to the fixed rate payable by us under the Class VPN note interest rate swap and we will no longer be permitted to issue additional Class VPN Notes.

Accumulation Account Interest Rate Swap

On the closing date, we will enter into an accumulation account interest rate swap with Royal Bank of Canada, as accumulation account swap counterparty.

Under the accumulation account interest rate swap, on the business day prior to each monthly settlement date (a) we will be obligated to pay to the accumulation account swap counterparty an amount equal to the investment earnings on the principal amount, if any, on deposit in the accumulation account on the immediately preceding monthly settlement date and (b) the accumulation account swap counterparty will be obligated to pay to us a fixed rate based on the weighted average interest rate on the Class A Notes on the same principal amount.

Under the accumulation account interest rate swap, the amount that we are obligated to pay to the accumulation account swap counterparty will be netted against the amount that the accumulation account swap counterparty is obligated to pay to us. Only the net amount payable will be due from us or the accumulation account swap counterparty, as applicable.

Ratings

We will not issue the Class A Notes offered hereby unless they are rated in the highest rating category for long-term obligations by each of Dominion Bond Rating Service Limited (“DBRS”) and Moody’s Canada Inc. (“Moody’s”) (i.e., “AAA” by DBRS and “Aaa” by Moody’s).

We will not issue any Offered Notes unless the Class B Notes are rated at least in the “A” category for long-term obligations or its equivalent by each rating agency.

The Class VPN Notes will be rated “AAA” by DBRS and “Aaa” by Moody’s.

We cannot assure you that a rating agency will maintain its rating if circumstances change. If a rating agency changes its rating, no one has an obligation to provide additional credit enhancement or restore the original rating.

A rating is not a recommendation to buy, sell or hold any class of the Notes. The rating considers only the likelihood that we will pay interest on time and ultimately pay principal in full. The rating does not consider the prices of the Notes, their suitability to a particular investor or the timing of principal payments on any class of Notes. In particular, the rating does not address whether any class of Notes will be paid in full on its targeted final payment date.

We will not issue the Offered Notes unless we receive the proceeds from the sale of the initial Class VPN Notes at the same time.

Closing Date

On or about November 21, 2006.

THE COLLATERAL

Although we will acquire various financial assets and other property in the future, the collateral for the Offered Notes will solely consist of the following property:

- the initial receivables described in this Prospectus Supplement and any additional receivables that we purchase during the pre-funding period and collections received on those receivables after the close of business on the initial cutoff date of October 31, 2006 in respect of the initial receivables and each subsequent cutoff date, if applicable, in respect of additional receivables;
- amounts held on deposit in trust accounts maintained by us or the servicer on our behalf for the benefit of the Notes (being the pre-funding account, the collection account, the negative carry account, the Class A payment account, the Class B payment account, the accumulation account, the spread account and the backup servicer account described in this Prospectus Supplement);
- security interests in the equipment financed under the receivables or related contracts and any property obtained in a default situation under those security interests;
- any recourse the seller has against the dealers from which the receivables were purchased (other than amounts in dealers' reserve accounts);
- any proceeds from claims on insurance policies covering the obligors or the equipment financed under the receivables;
- the proceeds of any Class VPN Notes issued by us;
- our rights under the Class A-1 note interest rate swap, the Class VPN note interest rate swap and the accumulation account interest rate swap;
- all of our rights under the sale and servicing agreement; and
- all proceeds of any of the foregoing.

The aggregate Contract Value of the receivables on the initial cutoff date was \$396,341,103.76.

OUR CAPITALIZATION

The following table sets out our loan capitalization as at December 31, 2005 and as at November 14, 2006 as adjusted to give effect to the offering of the Offered Notes under this Prospectus Supplement and the loans related thereto. Other than the securities referred to in the following table, we have no other securities outstanding. Recourse for payment on the securities and loans of a series referred to in this table is limited to a discrete pool of receivables and related collateral pledged to secure the securities and loans of such series. The information in this table is unaudited.

	<u>Outstanding as at December 31, 2005</u>	<u>Outstanding as at November 14, 2006 as adjusted</u>
	Dollars in Thousands (unaudited)	
Series 2002-1 Notes and Loans.....		
Class A-1 Notes.....	—	—
Class A-2 Notes.....	—	—
Class B Notes.....	14,600	—
Class A Loans.....	31,800	—
Subordinated Spread Account Loans.....	<u>—</u>	<u>—</u>
Total Series 2002-1 Notes and Loans.....	<u>46,400</u>	<u>—</u>
Series 2003-1 Notes and Loans.....		
Class A-1 Notes.....	—	—
Class A-2 Notes.....	—	—
Class B Notes.....	12,750	12,750
Class VPN Notes.....	88,930	40,321
Subordinated Spread Account Loans.....	<u>12,750</u>	<u>12,750</u>
Total Series 2003-1 Notes and Loans.....	<u>114,430</u>	<u>65,821</u>
Series 2004-1 Notes and Loans.....		
Class A-1 Notes.....	—	—
Class A-2 Notes.....	95,900	—
Class B Notes.....	11,060	11,060
Class VPN Notes.....	29,411	68,122
Subordinated Spread Account Loans.....	<u>9,198</u>	<u>9,198</u>
Total Series 2004-1 Notes and Loans.....	<u>145,569</u>	<u>88,380</u>
Series 2005-1 Notes and Loans.....		
Class A-1 Notes.....	139,000	—
Class A-2 Notes.....	102,000	102,000
Class B Notes.....	9,000	9,000
Class VPN Notes.....	43,476	55,997
Subordinated Spread Account Loans.....	<u>8,702</u>	<u>8,702</u>
Total Series 2005-1 Notes and Loans.....	<u>302,178</u>	<u>175,699</u>
Series 2006-1 Notes and Loans.....		
Class A-1 Notes.....	—	204,000
Class A-2 Notes.....	—	154,000
Class B Notes.....	—	12,375
Class VPN Notes.....	—	79,625
Subordinated Spread Account Loans.....	<u>—</u>	<u>10,899</u>
Total Series 2006-1 Notes and Loans.....	<u>—</u>	<u>460,899</u>
Total loan capitalization.....	<u>608,577</u>	<u>790,799</u>

THE RECEIVABLES POOL

The Receivables

The receivables pool will include the initial receivables that we will purchase on the closing date and any additional receivables that we purchase from time to time during the pre-funding period. The receivables are fixed rate retail instalment sale contracts and fixed rate finance lease contracts.

A number of calculations described in this Prospectus Supplement, and calculations required by the agreements governing the Offered Notes, are based upon the Contract Value of the receivables. “Contract Value” means, as of any calculation date, the present value of the scheduled and unpaid payments on the receivables and the Termination Values of the finance lease contracts, in each case, discounted monthly at an annual rate equal to the Specified Discount Factor, which exceeds the weighted average adjusted annual percentage rate of the receivables as of the cutoff date, plus, any amount of past due payments as of the applicable cutoff date. The “Specified Discount Factor” equals 7.50%. We refer to “Termination Value” as the amount specified in a fixed rate finance lease contract as the purchase price of the related financed equipment payable by the obligor at the expiry of the fixed rate finance lease contract upon the obligor’s exercise of the purchase option granted under the fixed rate finance lease contract. Any defaulted receivables liquidated by the servicer through the sale or other disposition of the related equipment or that the servicer has, after using all reasonable efforts to realize upon the related equipment, determined to charge off without realizing upon the related equipment are deemed to have a Contract Value of zero. Whenever we refer to a “weighted average adjusted annual percentage rate” in this Prospectus Supplement, we mean a weighted average annual percentage rate determined by converting the individual annual percentage rate of each receivable (other than receivables with a monthly payment frequency) to an equivalent annual percentage rate as if such receivable had a monthly payment frequency.

The Contract Value of any particular receivable may be greater than or less than its outstanding principal amount (including its Termination Value, if any), depending primarily upon whether the annual percentage rate of that receivable is greater or less than the Specified Discount Factor. If a receivable’s annual percentage rate is greater than the Specified Discount Factor used in calculating its Contract Value, its Contract Value will be greater than its outstanding principal balance because the discount rate used to determine its Contract Value is lower than the annual percentage rate that generated the finance charge component of the scheduled payments that are discounted to determine the Contract Value. Conversely, if a receivable’s annual percentage rate is lower than the Specified Discount Factor used in calculating its Contract Value, its Contract Value will be less than its outstanding principal balance because the discount rate used to determine its Contract Value is greater than the annual percentage rate that generated the finance charge component of the scheduled payments that are discounted to determine the Contract Value.

Upon any prepayment, liquidation or charge off in full of a receivable, the Contract Value of that receivable will be reduced to zero. This will result in an increment to the targeted principal distribution amount for the related monthly settlement date equal to the full Contract Value of the prepaid receivable. However, in circumstances where the Contract Value of the prepaid, liquidated or charged off receivable exceeded its outstanding principal balance, the principal collected through the prepayment will be less than the resulting increase to the targeted principal distribution amount by an amount roughly equal to the excess of the receivable’s Contract Value over its outstanding principal balance immediately prior to the prepayment. This will generally happen when the annual percentage rate (adjusted for frequency of payment) of the prepaid receivable was greater than the Specified Discount Factor used to calculate its Contract Value. It may also result from early payments on simple interest receivables.

Lease Receivables

The receivables created under the contracts that are fixed rate finance lease contracts arise in connection with agricultural or construction equipment which is leased rather than sold to the obligors.

Generally, each scheduled instalment payment due under a fixed rate finance lease contract, including the final instalment, consists of (i) an amount equivalent to interest on the amount financed equal to 1/12 of the implicit annual interest rate of the finance charges in the fixed rate finance lease contract at the date of origination multiplied by the outstanding amount financed under the fixed rate finance lease contract and (ii) an amount in respect of the original amount financed necessary to fully amortize the amount financed over the term of the fixed rate finance lease contract minus the Termination Value, if any.

The fixed rate finance lease contracts also grant to the obligors the option to purchase the related financed equipment at a purchase price equal to the Termination Values specified in the related fixed rate finance lease contracts. The fixed rate finance lease contracts may be of two types, first, fixed rate finance lease contracts under which the Termination Value and related purchase option price is \$1.00 or less and, second, fixed rate finance lease contracts under which the Termination Value and related purchase option price may vary anywhere from \$2.00 to 90% of the amount financed under the fixed rate finance lease contract. The Termination Value represents the remainder of the amount financed under fixed rate finance lease contracts after giving effect to the amortization provided by all scheduled instalment payments made or to be made by the obligor.

Each fixed rate finance lease contract providing for more than a nominal Termination Value is entered into and acquired by CNH Capital with full recourse to the related dealer which originated such fixed rate finance lease contract with respect to the Termination Value of the related financed equipment. Under the recourse provisions related to each such fixed rate finance lease contract, the related dealer guarantees either (i) both the lease payments to be made by the lessee under the fixed rate finance lease contract and the Termination Value of the related financed equipment or (ii) only the Termination Value of the related financed equipment. If an obligor fails to exercise its option to purchase the financed equipment at the end of the term of the fixed rate finance lease contract, the related dealer shall pay CNH Capital the Termination Value under the recourse provisions between the dealer and CNH Capital.

Under the terms of a fixed rate finance lease contract, the obligor has no right to terminate the fixed rate finance lease contract and return the financed equipment prior to the end of the term of the fixed rate finance lease contract. If CNH Capital allows an obligor to terminate a fixed rate finance lease contract prior to the expiry of its term, CNH Capital generally requires the obligor or the related dealer to pay an amount equal to the net present value of all remaining scheduled payments due under the fixed rate finance lease contract after the date of termination plus the applicable Termination Value.

In the experience of CNH Capital, at the end of the term of each fixed rate finance lease contract the related obligor either exercises its option to purchase the financed equipment or such financed equipment is returned to the dealer and, if applicable, the related Termination Value and other outstanding amounts due under the fixed rate finance lease contract are paid by the related dealer to CNH Capital under the recourse provisions between CNH Capital and the dealer.

Under each fixed rate finance lease contract, the dealers have granted a first priority perfected security interest in the related financed equipment to CNH Capital to secure (i) any applicable recourse and guarantee obligations of the dealers to CNH Capital as described above with respect to the related fixed rate finance lease contract, receivables and financed equipment and (ii) the obligor's obligations to make the payments due under the related fixed rate finance lease contract.

All recourse obligations, guarantees and security interests created and granted by the dealers under the fixed rate finance lease contracts in favour of CNH Capital will be assigned by the seller to us in connection with the assignment of the receivables to us.

Selection Criteria

CNH Capital selected the initial receivables and will select the additional receivables to sell to us in connection with this offering using several criteria, including the criteria set forth in the Shelf Prospectus under “Characteristics of the Receivables — Selection Criteria” and the additional criteria specifying that:

- (1) each receivable which is a fixed rate retail instalment sale contract has the properties described under “Legal Aspects of the Receivables — Security Interests in Financed Equipment” in the Shelf Prospectus;
- (2) each receivable has a remaining term to maturity of not more than 72 months;
- (3) each receivable has a Contract Value as of the applicable cutoff date that (when combined with the Contract Value of any other receivables with the same or an affiliated obligor) does not exceed 1% of the aggregate Contract Value of all the receivables; and
- (4) the weighted average original term of the receivables will not be greater than 55 months; and
- (5) not more than 25% of the principal balance of the receivables will represent contracts for the financing of construction equipment.

The receivables as they are constituted on any cutoff date for an addition of receivables will not deviate from the foregoing characteristics. The initial receivables will be simple interest receivables. No initial receivable has, and no additional receivable will have, a scheduled maturity later than the date that is six months prior to the latest final scheduled payment date for any class of Offered Notes.

CNH Capital did not use selection procedures that it believed to be adverse to you in selecting the receivables.

The Contract Value of the initial receivables will represent approximately 88.08% of the sum of initial outstanding principal balances of the Notes. Except for the criteria described in the preceding paragraphs, there will be no required characteristics of the additional receivables. Therefore, following our acquisition of additional receivables, the aggregate characteristics of all of the receivables, including the composition of the receivables, the distribution by annual percentage rate, equipment type, payment frequency, current Statistical Contract Value and geographic distribution described in the following tables, may vary from those of the initial receivables.

The composition, distribution by annual percentage rate, equipment type, payment frequency, current Statistical Contract Value and geographic distribution, in each case, of the receivables as of the initial cutoff date, are set forth in the following tables. For purposes of the data in the following tables, “Statistical Contract Value” has been calculated as (a) for the fixed rate instalment sales contracts, the sum of the current balances of the receivables on the servicer’s records as of the initial cut-off date and (b) for the fixed rate finance lease contracts, the sum of the present value, as of the initial cut-off date of (x) the scheduled and unpaid payments in such contract and (y) the Termination Value, if any, in each case discounted by the implicit annual interest rate of the finance charges in the fixed rate finance lease contract. Totals may not add up to 100% due to rounding.

Composition of the Receivables as of the Initial Cutoff Date

<u>Weighted Average Adjusted APR</u>	<u>Aggregate Statistical Contract Value</u>	<u>Number of Receivables</u>	<u>Weighted Average Remaining Term</u>	<u>Weighted Average Original Term</u>	<u>Average Statistical Contract Value</u>
5.32%	\$416,882,998.35	10,205	47.05 months	53.95 months	\$40,850.86

Distribution by Contract APR⁽¹⁾ of the Receivables as of the Initial Cutoff Date

<u>Contract APR Range</u>	<u>Number of Receivables</u>	<u>Aggregate Statistical Contract Value</u>	<u>Percent of Aggregate Statistical Contract Value</u>
0.00% to 0.99%.....	2,214	\$63,228,909.17	15.17%
1.00% to 1.99%.....	700	\$20,852,278.86	5.00%
2.00% to 2.99%.....	595	\$26,049,751.79	6.25%
3.00% to 3.99%.....	745	\$28,334,652.30	6.80%
4.00% to 4.99%.....	719	\$36,660,926.84	8.79%
5.00% to 5.99%.....	1,001	\$39,854,262.95	9.56%
6.00% to 6.99%.....	1,370	\$39,592,346.80	9.50%
7.00% to 7.99%.....	850	\$57,025,948.77	13.68%
8.00% to 8.99%.....	904	\$64,484,362.71	15.47%
9.00% to 9.99%.....	631	\$26,259,038.49	6.30%
10.00% to 10.99%.....	309	\$9,710,560.77	2.33%
11.00% to 11.99%.....	98	\$2,231,678.53	0.54%
12.00% to 12.99%.....	42	\$1,614,127.78	0.39%
13.00% to 13.99%.....	15	\$633,860.94	0.15%
14.00% and Greater.....	<u>12</u>	<u>\$350,291.65</u>	<u>0.08%</u>
Total.....	<u>10,205</u>	<u>\$416,882,998.35</u>	<u>100.00%</u>

(1) APR is the annual percentage rate of interest on the collateral.

Distribution of Contracts Between Instalment Sales and Finance Leases as of the Initial Cutoff Date

<u>Type</u>	<u>Number of Receivables</u>	<u>Aggregate Statistical Contract Value</u>	<u>Percent of Aggregate Statistical Contract Value</u>
Instalment Sale Contracts	9,649	\$375,276,530.72	90.02%
Finance Lease Contracts	<u>556</u>	<u>41,606,467.63</u>	<u>9.98%</u>
Total.....	<u>10,205</u>	<u>\$416,882,998.35</u>	<u>100.00%</u>

Distribution by Equipment Type of the Receivables as of the Initial Cutoff Date

<u>Type</u>	<u>Number of Receivables</u>	<u>Aggregate Statistical Contract Value</u>	<u>Percent of Aggregate Statistical Contract Value</u>
Agricultural			
New.....	4,275	\$178,552,844.41	42.83%
Used.....	4,289	\$153,706,415.60	36.87%
Construction			
New.....	1,283	\$ 70,538,805.04	16.92%
Used.....	<u>358</u>	<u>\$ 14,084,933.30</u>	<u>3.38%</u>
Total.....	<u>10,205</u>	<u>\$416,882,998.35</u>	<u>100.00%</u>

Distribution by Payment Frequency of the Receivables as of the Initial Cutoff Date

<u>Payment Frequency</u>	<u>Number of Receivables</u>	<u>Aggregate Statistical Contract Value</u>	<u>Percent of Aggregate Statistical Contract Value</u>
Annual	2,138	\$100,944,818.83	24.21%
Irregular	400	\$31,818,305.91	7.63%
Monthly	3,890	\$134,502,522.92	32.26%
Quarterly	69	\$2,857,141.77	0.69%
Semi-Annual	<u>3,708</u>	<u>\$146,760,208.92</u>	<u>35.20%</u>
Total	<u>10,205</u>	<u>\$416,882,998.35</u>	<u>100.00%</u>

Distribution by Current Statistical Contract Value of the Receivables as of the Initial Cutoff Date

<u>Statistical Contract Value Range</u>	<u>Number of Receivables</u>	<u>Aggregate Statistical Contract Value</u>	<u>Percent of Aggregate Statistical Contract Value</u>
Less than or equal to \$5,000.00.....	946	\$2,936,324.69	0.70%
\$5,000.01 to \$10,000.00.....	1,304	\$9,603,256.57	2.30%
\$10,000.01 to \$15,000.00.....	1,159	\$14,457,048.43	3.47%
\$15,000.01 to \$20,000.00.....	1,150	\$20,067,406.00	4.81%
\$20,000.01 to \$25,000.00.....	936	\$20,980,301.40	5.03%
\$25,000.01 to \$30,000.00.....	724	\$19,815,718.92	4.75%
\$30,000.01 to \$35,000.00.....	574	\$18,537,709.80	4.45%
\$35,000.01 to \$40,000.00.....	457	\$17,061,863.96	4.09%
\$40,000.01 to \$45,000.00.....	314	\$13,281,511.35	3.19%
\$45,000.01 to \$50,000.00.....	267	\$12,631,759.47	3.03%
\$50,000.01 to \$55,000.00.....	260	\$13,586,600.16	3.26%
\$55,000.01 to \$60,000.00.....	204	\$11,733,807.07	2.81%
\$60,000.01 to \$65,000.00.....	219	\$13,705,194.55	3.29%
\$65,000.01 to \$70,000.00.....	179	\$12,078,397.37	2.90%
\$70,000.01 to \$75,000.00.....	158	\$11,423,501.18	2.74%
\$75,000.01 to \$80,000.00.....	123	\$9,512,942.42	2.28%
\$80,000.01 to \$85,000.00.....	114	\$9,381,433.29	2.25%
\$85,000.01 to \$90,000.00.....	103	\$9,004,117.08	2.16%
\$90,000.01 to \$95,000.00.....	88	\$8,121,074.16	1.95%
\$95,000.01 to \$100,000.00.....	63	\$6,131,382.01	1.47%
\$100,000.01 to \$200,000.00.....	629	\$86,697,348.22	20.80%
\$200,000.01 to \$300,000.00.....	169	\$40,454,177.21	9.70%
\$300,000.01 to \$500,000.00.....	36	\$13,405,295.07	3.22%
More than \$500,000.00.....	<u>29</u>	<u>\$22,274,827.97</u>	<u>5.34%</u>
Total.....	<u>10,205</u>	<u>\$416,882,998.35</u>	<u>100.00%</u>

**Geographic Distribution of the Receivables
as of the Initial Cutoff Date**

<u>Province⁽¹⁾</u>	<u>Number of Receivables</u>	<u>Aggregate Statistical Contract Value</u>	<u>Percent of Aggregate Statistical Contract Value</u>
Alberta	2,171	\$125,074,813.38	30.00%
British Columbia	468	\$16,287,107.75	3.91%
Manitoba	1,225	\$52,296,526.93	12.54%
New Brunswick	265	\$8,478,298.74	2.03%
Newfoundland	19	\$628,295.36	0.15%
Nova Scotia	138	\$2,742,229.92	0.66%
Ontario	2,577	\$77,722,435.63	18.64%
Prince Edward Island	94	\$2,521,783.69	0.60%
Quebec	1,158	\$39,836,697.89	9.56%
Saskatchewan	<u>2,090</u>	<u>\$91,294,809.06</u>	<u>21.90%</u>
Total	<u>10,205</u>	<u>\$416,882,998.35</u>	<u>100.00%</u>

(1) Based on billing addresses of obligors.

Delinquencies, Repossessions and Net Losses

Set forth below is certain information concerning the experience of CNH Capital pertaining to the entire portfolio of Canadian retail agricultural, construction, truck and other equipment finance contracts that CNH Capital and its predecessors own or service. This information includes equipment finance contracts previously sold under prior asset-backed securitizations and equipment finance contracts owing by obligors located in the Yukon Territory, the Northwest Territories and Nunavut, but excludes the impact of the financing by CNH Capital and its predecessors of non-CNH dealers.

Delinquencies, repossessions and net losses on agricultural equipment finance contracts may be affected by weather conditions such as flood and drought, commodity market prices and the level of farmers' income. Delinquencies, repossessions and net losses on construction equipment finance contracts may be affected by interest rates, housing starts and consumer confidence. There can be no assurance that the delinquency, repossession and net loss experience on the receivables will be comparable to that set forth below.

Delinquency Experience⁽¹⁾

	<u>As at September 30,</u>		<u>As at December 31,</u>			
	<u>2006</u>	<u>2005</u>	<u>2005</u>	<u>2004</u>	<u>2003</u>	<u>2002</u>
			(Dollars in Millions)			
Portfolio.....	\$1,047.6	\$924.8	\$951.4	\$942.5	\$1,006.6	\$1,040.8
Period of Delinquency.....						
31 to 60 days.....	12.4	11.9	11.7	17.6	14.7	13.0
61 Days or More.....	<u>20.1</u>	<u>13.2</u>	<u>14.4</u>	<u>23.7</u>	<u>9.3</u>	<u>10.1</u>
Total Delinquencies.....	<u>\$32.5</u>	<u>\$ 25.1</u>	<u>\$26.1</u>	<u>\$ 41.3</u>	<u>\$ 24.0</u>	<u>\$ 23.1</u>
Total Delinquencies as a Percent of the Portfolio.....	3.10%	2.71%	2.74%	4.38%	2.38%	2.22%

(1) Simple interest equipment finance contracts are recorded based on the net amount scheduled to be paid on the contract. The information in the table includes an immaterial amount of contracts relating to equipment other than agricultural,

truck and construction equipment and includes previously sold contracts that CNH Capital continues to service. All receivables are recorded based on the net amount scheduled to be paid on the receivables.

Credit Loss/Repossession Experience⁽¹⁾

	<u>Nine Months Ended</u>		<u>Fiscal Years Ended December 31,</u>			
	<u>September 30,</u>		<u>(Dollars in Millions)</u>			
	<u>2006</u>	<u>2005</u>	<u>2005</u>	<u>2004</u>	<u>2003</u>	<u>2002</u>
Average Portfolio Outstanding During the Period ⁽⁵⁾	\$999.5	\$933.7	\$947.0	\$974.5	\$1,023.7	\$1,079.1
Losses (Net of Recoveries)....	\$3.0	\$7.1	\$7.6	\$3.6	\$3.0	\$7.5
Total						
Liquidations ⁽³⁾	\$369.1	\$400.7	\$529.0	\$546.7	\$ 569.2	\$642.7
Net Losses as a Percent of Liquidations ⁽²⁾⁽³⁾	0.81%	1.77%	1.44%	0.67%	0.54%	1.17%
Net Losses as a Percent of Average Portfolio Outstanding ⁽²⁾⁽⁴⁾	0.40%	1.01%	0.80%	0.37%	0.30%	0.70%
...						

- (1) Simple interest equipment finance contracts are recorded based on the net amount scheduled to be paid on the contract. The information in the table includes an immaterial amount of contracts relating to equipment other than agricultural, forestry, truck and construction equipment and includes previously sold contracts that CNH Capital continues to service. All receivables are recorded based on the net amount scheduled to be paid on the receivables.
- (2) A portion of the contracts provide for recourse to the related dealers. In the event of defaults by the obligor under any such contract, the contract is required to be paid in full by the dealer or repurchased by the dealer for an amount generally equal to all amounts due and unpaid thereunder. As a result, any losses under any such contract are incurred by the dealer.
- (3) Liquidations represent a reduction in the outstanding balances of the contracts as a result of cash payments and charge-offs.
- (4) Percentages have been annualized for the nine months ended September 30, 2006 and 2005 and are not necessarily indicative of the experience for the year.
- (5) These amounts are calculated using an average of the balance at the beginning of the period and at the end of the period.

CNH Capital has recourse to dealers on a portion of the receivables. In the event of a dealer's bankruptcy, a bankruptcy trustee, a creditor or the dealer as debtor in possession might attempt to characterize recourse sales of receivables as loans to the dealer secured by the receivables. Such an attempt, if successful, could result in payment delays or losses on the affected receivables.

The losses shown above have been determined in accordance with the policies of CNH Capital. Generally, it is the policy of CNH Capital to treat each contract that is over 120 days past due as non-performing and non-accruing and to review each contract on a case by case basis. For receivables that are in repossession status, it is the policy of CNH Capital to recognize an estimated loss at the time of repossession. Once the contract is liquidated, that estimated loss is adjusted to reflect the actual loss on the contract. For our purposes, losses are recognized when the contract is initially put in repossession status, if any, or when the servicer has, after using all reasonable efforts to realize upon the related equipment, determined to charge-off the receivable without realizing upon the related equipment.

USE OF PROCEEDS

The aggregate proceeds from the offering of the Offered Notes, together with the proceeds from the offering of the initial Class VPN Notes, will be \$450,000,000. We will apply the proceeds from the

sale of the Offered Notes and the initial Class VPN Notes to buy the initial receivables from CNH Capital, deposit the initial subordinated spread account loan from the seller into the spread account and deposit funds into each of the pre-funding account, the negative carry account and the backup servicer account. CNH Capital will use the portion of the net proceeds received by it from the sale of the receivables to us to repay outstanding indebtedness or to purchase contracts from dealers. The seller will use a portion of the proceeds that it receives from the sale of the initial receivables to us to repay outstanding indebtedness of an affiliate of the seller to Merrill Lynch Capital Canada Inc., an affiliate of Merrill Lynch Canada Inc., one of the underwriters.

DETAILS OF THE OFFERING

The following summarizes the material terms of the Offered Notes offered hereby and certain of the terms of the indenture pursuant to which they will be issued. The summary does not purport to be complete and is qualified in its entirety by reference to the provisions of the Offered Notes and the indenture. The summary supplements the description of the general terms and provisions of the securities of any given series and the master trust indenture set forth in the Shelf Prospectus.

Issuance of Notes

The Notes will be issued under the master trust indenture and a supplemental indenture thereto (the “series supplement”) between us and BNY Trust Company of Canada, as indenture trustee (together, the “indenture”). The interest rate, the “targeted final payment date” and the “final scheduled payment date” for each class of Offered Notes are set forth on the cover page of this Prospectus Supplement.

Payments of Interest on Class A Notes

Expected Interest Payments

The Class A Notes of each class will bear interest on the outstanding principal amount of such class at the Interest Rate for such class. Interest on the Class A-1 Notes will be calculated and payable quarterly in arrears on the basis of a 365 day year. Interest on the Class A-2 Notes will be calculated and payable semi-annually in arrears on the basis of a 365 day year. Subject to what is described below under “— Payments of Interest on Class A Notes — Interest Payments During an Amortization Period”, we will pay interest on the Class A-1 Notes on February 15 and May 15, 2007, and on the Class A-2 Notes semi-annually, on May 15 and November 15 of each year, and on the targeted final payment date of each class or, if any such date is not a business day, on the next succeeding business day. Interest payments will commence on May 15, 2007 for the Class A-2 Notes. Interest for any Class A Note payment date will accrue from and including the preceding Class A Note payment date (or the closing date, in the case of the initial Class A Note payment date) to but excluding that Class A Note payment date.

If the Class A-1 note interest rate swap is terminated, the interest rate on the Class A-1 Notes will automatically become a fixed rate equal to 4.3532%.

The *monthly equivalent interest rate* for the Class A-2 Notes and the Class B Notes is the applicable interest rate for the class that, when compounded for six months, yields interest in an amount equal to the applicable Interest Rate for the class, divided by two.

Interest Payments During an Amortization Period

Except as provided below, interest for any class of Class A Notes and any Class A Note payment date for such class during an Amortization Period will accrue from and including the preceding Class A Note payment date to but excluding that Class A Note payment date. During an Amortization Period, a

Class A Note payment date will occur monthly. See the definition of “Class A Note payment date” in “Description of the Transfer and Servicing Agreements”. We will calculate interest on the Class A-1 Notes during an Amortization Period at the Interest Rate of the class. We will calculate interest on the Class A-2 Notes during an Amortization Period at the monthly equivalent interest rate to the Interest Rate of that class.

On the first Class A Note payment date for a class of Class A Notes during an Amortization Period, we will pay to the holders of such class of Class A Notes the interest accrued and unpaid on such class from and including the preceding Class A Note payment date for the class to and excluding such first Class A Note payment date, calculated as described above under “— Payments of Interest on Class A Notes — Expected Interest Payments”.

If the amount of accrued interest on any class of Class A Notes for any Class A Note payment date exceeds the amounts available on that date, the holders of Class A Notes of such class will receive or be allocated their rateable share (based upon the total amount of interest accrued due to each of them) of the amount available to be distributed or allocated in respect of interest on the Class A Notes and the Class VPN Notes.

“**Amortization Period**” means a Sequential Amortization Period or a Non-Sequential Amortization Period.

“**monthly settlement date**” means the fifteenth day of each month or, if such date is not a business day, the next succeeding business day.

“**Non-Sequential Amortization Commencement Date**” means, if the Class A Notes and Class VPN Notes have not been paid in full, the monthly settlement date on or after the date on which the outstanding principal balances of the Class A Notes and Class VPN Notes have become immediately due and payable following the occurrence of an event of default.

“**Non-Sequential Amortization Period**” means the period from and including a Non-Sequential Amortization Commencement Date to and including the monthly settlement date on which the Class A Notes and Class VPN Notes are paid in full.

“**Sequential Amortization Commencement Date**” means the day following the targeted final payment date for a class of Class A Notes if the outstanding principal balance of that class is not paid in full on that targeted final payment date, unless that targeted final payment date occurs during an Amortization Period.

“**Sequential Amortization Period**” means the period commencing on a Sequential Amortization Commencement Date and ending on the monthly settlement date on which the outstanding principal balances of all classes of Class A Notes which were not paid in full on their targeted final payment dates are paid in full; provided, however that a Sequential Amortization Period shall not terminate on a monthly settlement date unless we have received Class VPN Note Proceeds (or Servicer Liquidity Advances) on such monthly settlement date in a principal amount greater than or equal to 25% of the initial outstanding principal balance of the class of Class A Notes which was not paid on its targeted final payment date and which has the highest numerical designation on such monthly settlement date.

“**special payment date**” means each monthly settlement date during an Amortization Period.

Payments of Interest on Class B Notes

The Class B Notes will bear interest on the outstanding principal amount of such class at the Interest Rate for such class. Interest will be calculated and payable on a semi-annual basis in arrears on

the basis of a 365 day year. Except as described below, we will pay interest on the Class B Notes semi-annually, on May 15 and November 15, or, if any such date is not a business day, on the next succeeding business day. Interest payments for the Class B Notes will commence May 15, 2007. Interest on the Class B Notes for any Class B Note payment date will accrue from and including the immediately preceding Class B Note payment date (or the closing date, in the case of the first Class B Note payment date) to and excluding that Class B Note payment date. See the definition of “Class B Note payment date” in “Description of the Transfer and Servicing Agreements”. After the Class A Notes and the Class VPN Notes have been paid in full or provided for in full with funds in the accumulation account, we will calculate and pay interest on the Class B Notes monthly at the monthly equivalent interest rate until the Class B Notes are paid in full.

We will not pay interest on the Class B Notes on any Class B Note payment date until interest on the Class A Notes and the Class VPN Notes has been paid or provided for in full.

Parity of Class A Notes and Class VPN Notes

Interest on all classes of Class A Notes and Class VPN Notes will have the same priority with respect to interest payments and amounts deposited to the Class A payment account to fund those interest payments. Under certain circumstances, the amount available to make these payments or deposits could be less than the amount of interest accrued on the Class A Notes and Class VPN Notes for any monthly settlement date. If the amount of interest accrued on the Class A Notes and Class VPN Notes for any monthly settlement date exceeds the amounts deposited to the Class A payment account to pay or provide for such interest on that date, the holders of Class A Notes and the Class VPN Notes will receive or be entitled to receive from such amounts deposited to the Class A payment account only their rateable share (based upon the total amount of interest accrued due to each of them) of such amounts in respect of interest accrued on the Class A Notes and Class VPN Notes for that date. See “Description of the Transfer and Servicing Agreements — Distributions” and “Credit Enhancement — Spread Account”.

Payments of Principal Generally

The aggregate amount available to make principal payments on or allocations of principal for each class of Notes on any monthly settlement date will be based generally on the decrease during the prior collection period in the sum of (a) the Contract Value of the receivables and (b) the amount on deposit in the pre-funding account, and will be primarily funded with collections on the receivables that are received during such prior collection period.

The aggregate amount of collections on the receivables available to make principal payments on the Notes on each monthly settlement date (including a targeted final payment date) will generally be allocated 100% to the Class A Notes and Class VPN Notes and 0% to the Class B Notes. We will not pay principal on the Class B Notes until the Class A Notes and Class VPN Notes have been paid in full or provided for in full with funds in the accumulation account.

Until the final scheduled payment date for any class of Notes, the amount of principal due to holders of the Notes of that class will generally be limited to amounts available for that purpose. Therefore, the failure to pay principal on a class of Notes will not result in the occurrence of an event of default until the final scheduled payment date for the class of Notes, as applicable.

Class A Note Principal Payments

We will not make payments of principal on any class of Class A Notes until its targeted final payment date except during a Non-Sequential Amortization Period. On the targeted final payment date

for each class of Class A Notes, we will pay, to the extent of available funds, the entire outstanding principal balance of that class of Class A Notes.

Prior to the commencement of an Amortization Period or the termination of the Class VPN note interest rate swap, we will apply amounts available to pay principal on the Class A Notes on each monthly settlement date that is not a targeted final payment date for any Class A Notes to make principal payments on the Class VPN Notes. If and to the extent the amount available to pay principal on the Class A Notes and Class VPN Notes on any such date exceeds the outstanding principal balances on the Class VPN Notes, we will deposit this excess into the accumulation account. On the targeted final payment date for a class of Class A Notes, the collections available to pay principal on the Class A Notes and Class VPN Notes, any amount on deposit in the accumulation account and the proceeds of additional Class VPN Notes, if any, issued by us on or about that date will be available to make principal payments on the class of Class A Notes.

If we do not pay one or more classes of Class A Notes in full on their targeted final payment dates, a Sequential Amortization Period will commence and, on each special payment date thereafter, until each affected class of Class A Notes is paid in full, we will apply amounts available to make principal payments on the Class A Notes and Class VPN Notes to the affected class or classes of Class A Notes and to the Class VPN Notes *pro rata* based on their Class A Principal Distributable Amounts until paid in full. If more than one class of Class A Notes is to receive principal as described above, we will make payments on the affected classes sequentially, such that no principal payments will be made on any affected class of Class A Notes until each affected class of Class A Notes with a lower numerical designation have been paid in full. Thus, in this event, on each special payment date, we would pay the affected Class A Notes as follows:

- First, the Class A-1 Notes until paid in full; and
- Second, the Class A-2 Notes until paid in full.

Prior to the commencement of a Non-Sequential Amortization Period, on each special payment date on or after the earlier of (a) the termination of the Class VPN note interest rate swap or (b) the date on which all classes of Class A Notes which were not paid in full on their targeted final payment dates have been paid in full, if the related Sequential Amortization Period is continuing, we will apply amounts available to make principal payments on the Class A Notes and Class VPN Notes to make deposits to the accumulation account for the benefit of the Class A Notes and to make payments on the Class VPN Notes on the same *pro rata* basis described above. We will not make payments of principal on any class of Class A Notes prior to its targeted final payment date unless a Non-Sequential Amortization Period commences.

It is unlikely that there will be sufficient funds to pay a class of Class A Notes on its targeted final payment date if we are not able to generate sufficient proceeds from the sale of additional Class VPN Notes for that targeted final payment date. See “Class VPN Notes”.

Our failure to pay any class of Class A Notes in full on its targeted final payment date will not constitute an event of default. However, all unpaid principal on any class of Class A Notes will be due on the final scheduled payment date for that class. Our failure to pay a class of Class A Notes in full on its final scheduled payment date will result in an event of default.

On each special payment date during a Non-Sequential Amortization Period, we will make principal payments on each class of Class A Notes and Class VPN Notes to all holders of the Class A Notes and the Class VPN Notes, *pro rata* based on the outstanding principal balance of each class of Class A Notes and Class VPN Notes.

Class B Note Principal Payments

We will not pay principal on the Class B Notes until the Class A Notes and the Class VPN Notes have been paid in full or provided for in full with funds in the accumulation account. After the Class A Notes and Class VPN Notes have been paid in full or provided for in full with funds in the accumulation account, we will pay principal on the Class B Notes monthly on each Class B Note payment date until the Class B Notes are paid in full.

Modification of Indenture

The series supplement will provide that the indenture may, with respect to the rights of holders of the Notes, be amended with the consent of the holders of at least a majority of the outstanding principal amount of Notes and the indenture trustee. However, the following changes may not be made to the indenture without the consent of each affected holder of Notes:

- (1) any change to the due date of any instalment of principal of or interest on any Note or any reduction of the principal amount of any Note or of the interest rate for any Note or any change to the place for or currency of any payment on any Note;
- (2) any change that impairs the right of a holder of a Note to take legal action to enforce payment under the provisions of the indenture;
- (3) any reduction in the percentage of holders of Notes, by aggregate principal balance, that is required to consent to any amendment or to any waiver of defaults or compliance with provisions of the indenture;
- (4) any modification of the provisions of the indenture regarding the voting of Notes held by CNH Capital or any of its affiliates;
- (5) any reduction in the percentage of holders of Notes, by aggregate principal balance, that is required to direct the indenture trustee to sell or liquidate the receivables if the proceeds of sale would be insufficient to pay the Notes in full, with interest; or
- (6) any change that adversely affects the status or priority of the lien of the indenture on any collateral.

Also, we and the indenture trustee may enter into further supplemental indentures relating to the Notes without obtaining the consent of the holders of Notes, for the purpose of:

- (a) changing the indenture or the rights of holders of Notes or any other person, if the change will not materially and adversely affect the interests of any holder of Notes or such other person, as evidenced by an opinion of counsel; or
- (b) substituting credit enhancement for the Notes, if (i) the rating agencies confirm in writing that the substitution will not result in the reduction or withdrawal of the rating of the Offered Notes and (ii) the holders of Class VPN Notes consent thereto, which consent may not be unreasonably withheld.

No amendment to the indenture which adversely affects the rights or liabilities of the trustee, the indenture trustee, a counterparty to a hedging contract, the seller or the servicer may be made without the consent of such affected person.

Record Dates

Payments on the Offered Notes will be made on each applicable Class A Note payment date and Class B note payment date to holders of record as of the fourteenth day of the calendar month in which such payment date falls or, if definitive notes are issued, the close of business on the last day of the calendar month preceding such payment date.

Optional Redemption

The servicer may exercise a “clean-up” call to purchase the receivables from and after such time as the aggregate Contract Value of the receivables declines to 10% or less of the aggregate Contract Value of the initial receivables and the additional receivables, measured for each receivable at the time of its sale to us. If the servicer exercises its clean-up call, we will redeem in whole, but not in part, the outstanding Notes on the monthly settlement date on which the servicer exercises its clean-up call. The redemption price will be equal to the unpaid principal amount of the Notes, plus accrued and unpaid interest thereon. We will also be required at such time to pay any amounts owing to the holders of the Class VPN Notes in respect of increased costs, taxes and indemnity payments, plus accrued and unpaid interest thereon.

CLASS VPN NOTES

General

On the closing date, we will issue an initial class of Class VPN Notes with an aggregate principal amount of \$79,625,000 in order to partially fund the purchase of the initial receivables and the purchase of any additional receivables during the pre-funding period. The initial Class VPN Notes will be sold to an institutional investor on a private placement basis and are not being offered under this Prospectus Supplement. Subject to the foregoing, we may also issue additional Class VPN Notes on the business day prior to the targeted final payment date for each class of Class A Notes and use the proceeds to make payments of principal on that class and that targeted final payment date. Similarly, we may issue additional Class VPN Notes following the targeted final payment date for a class of Class A Notes which was not paid in full on that targeted final payment date in order to repay the Class A Notes of such class.

The initial purchaser of the Class VPN Notes is not obligated to purchase additional Class VPN Notes. If we are unable to sell additional Class VPN Notes to the initial purchaser of Class VPN Notes sufficient to repay a class of Class A Notes on its targeted final payment date or any subsequent special payment date or if we determine that we can obtain funding at a lower rate from that offered by the initial purchaser of Class VPN Notes, we will, prior to that date, offer to one or more asset-backed commercial paper conduit facilities or other persons the right to purchase additional Class VPN Notes for that targeted final payment date or subsequent special payment date.

If the initial purchaser of Class VPN Notes does not purchase any additional Class VPN Notes, no commercial paper conduit or any other person or entity is or will be obligated to purchase any additional Class VPN Notes or any interest therein or provide funding to us and our ability to issue any Class VPN Notes is limited by the conditions described below. As a result, we cannot assure you that any additional Class VPN Notes will be sold or that the amount of Class VPN Notes sold will generate proceeds sufficient to pay a class of Class A Notes in full on its targeted final payment date or any subsequent special payment date. See “Risk Factors — Failure to Issue Additional Class VPN Notes Will Result in Class A Notes Not Being Paid in Full on Their Targeted Final Payment Dates”.

The principal amount of the Class VPN Notes issued by us for repayment of a class of Class A Notes will be in an amount such that the Total Class A Principal Payment Amount for the targeted final

payment date or subsequent special payment date (i.e., the sum of (a) the proceeds of the Class VPN Notes received by us; (b) the collections on the receivables allocable to the Class A Notes; (c) the Accumulation Amount, if any, and (d) if the date is the last day of the pre-funding period, the amount on deposit in the pre-funding account, in each case, on or for such targeted final payment date or subsequent special payment date) will be sufficient to pay that class of Class A Notes in full.

Interest Payments on Class VPN Notes

The initial Class VPN Notes will bear interest, except as described below, at the BA 1 Month Rate plus 0.25%. All other Class VPN Notes issued by us after the closing date will bear interest, except as described below, at the BA 1 Month Rate plus a margin (which margin will be determined at the time of issuance, will reflect then current market conditions and will not exceed 1.50 %) in each case payable on each monthly settlement date.

Interest for any Class VPN Notes and any monthly settlement date will accrue from and including the preceding monthly settlement date (or the date of issuance of such Class VPN Notes, in the case of the first monthly settlement date) to and excluding such monthly settlement date, for the actual number of days elapsed.

We will pay interest on the Class VPN Notes on each Class VPN Note payment date. We will calculate interest on the Class VPN Notes for any Class VPN Note payment date on the basis of the actual number of days in the applicable interest period and a 365 day year.

If the Class VPN note interest rate swap is terminated, the interest rate on all Class VPN Notes will automatically become fixed at 4.1529% per annum, payable on each Class VPN Note payment date, which is the fixed rate payable by us under the Class VPN note interest rate swap. The Class VPN Notes issued for each targeted final payment date and each subsequent special payment date will constitute a separate class of Class VPN Notes. All Class VPN Notes will have a final scheduled payment date of May 15, 2014.

Principal Payments on Class VPN Notes

Principal payments on the Class A Notes and Class VPN Notes will be made as described above under “Details of the Offering” and below under “Description of the Transfer and Servicing Agreements — Distributions”. In general, we will not make payments of principal on any class of Class A Notes until its targeted final payment date and we will apply amounts available to pay principal on the Class A Notes on each monthly settlement date that is not a targeted final payment date for any Class A Notes to make principal payments on the Class VPN Notes.

If a Non-Sequential Amortization Period commences, each class of Class A Notes and Class VPN Notes will be entitled to repayment of principal on each special payment date, *pro rata* based on the outstanding principal balances of each class of Class A Notes and Class VPN Notes.

In addition, any balance remaining in the pre-funding account at the end of the pre-funding period will be payable to the holders of Class VPN Notes as principal up to the total principal amount of the Class VPN Notes, with any balance remaining thereafter to be deposited into the Accumulation Account.

Restrictions on Class VPN Notes

We cannot issue additional Class VPN Notes for any targeted final payment date or special payment date if:

- after giving effect to the issuance of such Class VPN Notes and all payments of principal on the Offered Notes on that date (including the application of proceeds of Class VPN Notes on that date), the sum of the outstanding principal balance of the Notes would exceed the aggregate Contract Value of the receivables on the last day of the month immediately preceding that date;
- the Class VPN note interest rate swap is not in full force and effect; or
- a Non-Sequential Amortization Period has commenced.

Servicer Liquidity Advances

If, on a Class A Note payment date for any class of Class A Notes, we have a binding agreement with a purchaser to purchase additional Class VPN Notes from us, but the servicer determines that the proceeds from the issuance of such notes will not be received in time to make payments on the Class A Notes on that date, the servicer may, in its sole discretion, make a liquidity advance to us in an amount equal to those anticipated proceeds if it determines, in its sole discretion, that it has received reasonable assurances from the prospective purchaser of the Class VPN Notes to the effect that the full amount of the proceeds will be delivered to us later on that date or within two business days thereafter. If the servicer makes a liquidity advance (a “Servicer Liquidity Advance”), it will be immediately reimbursed for the Servicer Liquidity Advance upon receipt by us of the proceeds of issuance of the additional Class VPN Notes. If the proceeds of issuance of any Class VPN Notes in respect of which a Servicer Liquidity Advance has been made are not paid to us within two business days after the date on which such Servicer Liquidity Advance is made, the servicer will have the right to be reimbursed for such Servicer Liquidity Advance out of collections on the receivables as and when received in priority to the Notes.

DESCRIPTION OF THE TRANSFER AND SERVICING AGREEMENTS

We summarize below some material terms of the agreements under which CNH Capital will sell us the receivables and agree to service the receivables. This description supplements the disclosure in the Shelf Prospectus under the same heading. The following summary does not include all of the terms of the agreements and is qualified by reference to the actual agreements.

The Transfer Agreement

On the closing date for the issuance of the Notes, CNH Capital will sell its entire interest in the initial receivables originated by it or its predecessors, including the security interests in the related financed equipment, without recourse for defaults by the obligors, to us pursuant to a sale and servicing agreement (the “sale and servicing agreement”) to be dated November 1, 2006. CNH Capital will identify each receivable in a schedule appearing as an exhibit to the sale and servicing agreement. We will, concurrently with this sale, execute and deliver the Notes and the initial Class VPN Notes.

In addition to the initial receivables, we expect that CNH Capital will sell to us additional receivables having an aggregate Contract Value approximately equal to \$53,658,896.24. We expect that CNH Capital will sell additional receivables to us monthly on dates specified by CNH Capital during the pre-funding period. CNH Capital will designate each such subsequent cutoff date on which additional receivables will be sold to us. The pre-funding period will begin on the closing date and end on the earliest of: (a) the day on which the amount on deposit in the pre-funding account is reduced to less than \$100,000, (b) the date on which an event of default or a servicer default (as described in the Shelf Prospectus) occurs, (c) the date on which an insolvency event occurs with respect to us or the servicer and (d) the close of business on February 15, 2007.

Upon any sale of additional receivables to us:

- (1) the Pool Balance will increase in an amount equal to the aggregate Contract Value of the additional receivables;
- (2) the seller will make a further interest bearing subordinated spread account loan to us in an amount equal to 2.75% of the aggregate Contract Value of the additional receivables, the amount of which loan will be withdrawn by us from the pre-funding account and deposited into the spread account; and
- (3) an amount equal to the excess of the aggregate Contract Value of the additional receivables over the amount described in clause (2) will be withdrawn from the pre-funding account and paid to the seller.

We anticipate that during the pre-funding period the average interest rate that we will earn on the investment of funds in the pre-funding account may be less than the weighted average interest rate on the Notes. Accordingly, to provide a source of funds to cover any shortfall resulting from this difference, at closing we will deposit \$418,694.52 into the negative carry account from the proceeds of the Notes. The amount of that deposit will equal the product of:

- (a) the weighted average of the interest rate on each class of the Notes (assuming BA 1 Month Rate is equal to the stated fixed interest rate swap rate for the Class VPN Notes and BA 3 Month Rate is equal to the stated fixed interest rate swap rate for the Class A-1 Notes) minus 1.00%; multiplied by
- (b) the amount on deposit in the pre-funding account; multiplied by
- (c) the fraction of a year represented by the number of days until the expected end of the pre-funding period, calculated on the basis of a 365 day year.

On each monthly settlement date up to and including the February 2007 monthly settlement date we will use the funds on deposit in the negative carry account to offset any shortfall in available funds resulting from the fact that the average interest rate that we will earn on the investment of funds in the pre-funding account during the pre-funding period may be less than the weighted average interest rate on the Notes.

The Series Accounts

Under the sale and servicing agreement, the servicer will establish and maintain the following accounts for us in the name of the indenture trustee on behalf of the Noteholders:

- a pre-funding account, in which funds will be held for the purchase of additional receivables during the pre-funding period (the “pre-funding account”);
- a collection account, into which all payments made on or with respect to the receivables will be deposited (the “collection account”);
- a negative carry account (the “negative carry account”);
- a payment account for the Class A Notes and Class VPN Notes, into which amounts available for payment to the holders of Class A Notes and Class VPN Notes will be deposited and from which those payments will be made (the “Class A payment account”);

- a payment account for the Class B Notes, into which amounts available for payment to the holders of Class B Notes will be deposited and from which those payments will be made (the “Class B payment account”);
- an accumulation account for the Class A Notes (the “accumulation account”);
- a spread account (the “spread account”); and
- a backup servicer account (the “backup servicer account”).

Eligible Investments

In order to be “eligible investments” as specified under “Description of the Transfer and Servicing Agreements — Accounts” in the Shelf Prospectus:

- (a) in the case of demand deposits, time deposits or certificates of deposit of any bank, trust company or other depository institution organized under the laws of Canada or any one of the provinces thereof (or any domestic branch of a foreign bank) and subject to supervision and examination by federal banking institution authorities, at the time of the investment or contractual commitment to invest, the commercial paper or other short-term senior unsecured debt obligations (other than such obligations the rating of which is based on the credit of a person other than such bank, trust company or other depository institution) of those entities must have a credit rating from the rating agencies of “R-1 (middle)” or higher and “P-1”; and
- (b) in the case of commercial paper, such paper must have, at the time of the investment or contractual commitment to invest, a rating from the rating agencies of “R-1(middle)” or higher and “P-1”.

Collections

The servicer will deposit, or cause to be deposited, all payments received on the receivables during a calendar month into the collection account within two business days after receipt. However, at any time when CNH Capital is the servicer and (a) the servicer has long-term credit ratings of at least “A (low)” from DBRS, (b) CNH Global N.V. has short-term credit ratings of at least “P-1” from Moody’s, (c) no servicer default has occurred and is continuing, and (d) the servicer is a direct or indirect wholly owned subsidiary of CNH Global N.V., the servicer will not be required to deposit payments into the collection account until on or before the business day preceding the applicable monthly settlement date. Pending deposit into the collection account, the servicer may invest collections at its own risk and for its own benefit, and the collections will not be segregated from its own funds. If the servicer was unable to remit such funds, holders of Notes might incur a loss. To the extent permitted by the rating agencies and the holders of the Class VPN Notes, acting reasonably, the servicer may, in order to satisfy the requirements described above, obtain a letter of credit or other security for our benefit to secure timely remittances of collections on the related receivables.

Servicing Compensation

The receivables will be purchased by us from the seller on a fully serviced basis and, accordingly, so long as CNH Capital or any of its affiliates is the servicer, CNH Capital shall accept as full compensation for its servicing activities under the sale and servicing agreement and as reimbursement for any expense incurred by it in connection therewith, the consideration payable by us to it as seller of the receivables under the sale and servicing agreement and the servicing fee shall be zero. As full

compensation for its servicing activities hereunder and as reimbursement for any expense incurred by it in connection therewith, any successor servicer shall be entitled to receive a monthly servicing fee equal to 1.00% per annum of the Pool Balance as of the first day of each collection period. The servicing fee will be paid solely to the extent that there are funds available to pay it as described under “— Distributions” below.

Additional Servicer Default; Backup Servicer; Backup Servicer Account

The backup servicer will be Systems & Services Technologies, Inc. (“SST”). SST, a Delaware corporation, is located at 4315 Pickett Road, St. Joseph, Missouri 64503. CNH Capital will enter into a backup servicing agreement with us and SST on the closing date.

The backup servicing fee payable to the backup servicer each month is the greater of (a) 1/12 of 0.02% of the Pool Balance as of the first day of the applicable calendar month and (b) \$4,000, plus any applicable taxes.

The servicer will establish and maintain the backup servicer account as a trust account in the name of the indenture trustee for the benefit of the holders of Notes. On the closing date, we will make a deposit into the backup servicer account, in the amount of \$250,000.

In addition to the servicer defaults identified in the Shelf Prospectus, it will also be a servicer default if (a) the servicer fails to obtain a third-party backup servicer within 180 days after the termination of SST as the backup servicer (or such longer time period as may be required by the servicer, provided that each of the rating agencies affirm that such longer period will not result in a downgrade or withdrawal of its ratings on the Notes) or (b) any failure of CNH Capital to pay or deliver to the indenture trustee for deposit into the backup servicer account any unpaid fees and expenses of a backup servicer if the funds on deposit in the backup servicer account are insufficient or are exhausted which failure continues unremedied for three business days after written notice of such failure is received by CNH Capital from us or from the indenture trustee or after discovery of such failure by an officer of CNH Capital.

We will make the amounts on deposit in the backup servicer account available to the backup servicer for (a) reimbursing or paying expenses and fees associated with obtaining a backup servicer and (b) paying the ongoing fees and expenses of the backup servicer. If the amount on deposit in the backup servicer account is insufficient to cover all expenses and fees associated with obtaining and maintaining a backup servicer, we will have no obligation to deposit additional amounts into the backup servicer account or to otherwise pay for any such fees or expenses. However, CNH Capital is obligated to pay any remaining fees and expenses of obtaining and maintaining a backup servicer if the amounts on deposit in the backup servicer account are insufficient. If CNH Capital does not pay any such remaining fees and expenses of obtaining or maintaining a backup servicer, the only recourse would be a servicer default.

We will be entitled to reduce the amount required to be on deposit in the backup servicer account if each of the rating agencies affirms that such action will not result in the downgrade or withdrawal of its ratings on the Offered Notes. Any requirements to obtain or maintain a backup servicer or the backup servicer account will be eliminated entirely if CNH Global N.V.’s long-term unsecured debt credit rating by Moody’s shall be “Ba2” (or equivalent) or higher.

Investment earnings on amounts on deposit in the backup servicer account will not be considered on deposit in the backup servicer account or available for payment on the fees and expenses of a backup servicer but will be applied by us to pay the Notes and other obligations related to the Notes as described herein.

Any amounts (other than investment earnings) in the backup servicer account (i) in excess of the amounts required to be on deposit therein by the rating agencies or (ii) after the Notes have been paid in full or (iii) after a termination of the requirement to maintain a backup servicer and the backup servicer account as described above, will be paid to the seller as a deferred purchase price.

Funds on deposit in the backup servicer account (other than investment earnings) will not be used to cover shortfalls in any payments to the holders of Notes.

Distributions

On or before the third business day prior to any monthly settlement date, the servicer will provide the administrator and the indenture trustee with certain information with respect to the preceding calendar month (each, a “collection period”) and the administrator will provide the indenture trustee and the servicer with certain information.

Monthly Withdrawals and Deposits — Collections

On or before the third business day prior to a monthly settlement date, the servicer will calculate the following amounts:

- the Principal Distribution Amount;
- the Total Distribution Amount;
- any expected Class VPN Note Proceeds;
- the Accumulation Amount;
- the servicing fee, if any;
- any amount withdrawn from the negative carry account for that monthly settlement date;
- the administration fee and any unpaid fees and expenses of the trustee or the indenture trustee, *pro rata*;
- the Total Class A Principal Payment Amount;
- the Aggregate Class A Interest Distributable Amount;
- the Aggregate Class A Principal Distributable Amount;
- the Class B Interest Distributable Amount;
- the Class B Principal Distributable Amount (applicable only after the Class A Notes and the Class VPN Notes have been paid in full or provided for in full with funds in the accumulation account);
- the net amount, if any, payable by us under the Class VPN note interest rate swap;
- the net amount, if any, payable by us under the Class A-1 note interest rate swap;
- the net amount, if any, payable by us under the accumulation account interest rate swap;
and

- certain other items.

Based on these calculations, the servicer will deliver to the indenture trustee a certificate setting out the amounts referred to above and instructing the indenture trustee to make the following withdrawals, deposits and payments on the monthly settlement date (or the business day prior thereto in the case of payments due under the swap agreements):

- (1) the amount, if any, to be withdrawn from the spread account and deposited to the collection account;
- (2) the amount to be withdrawn from the collection account and paid to the servicer in respect of the servicing fee, if any, for that date;
- (3) the amount to be withdrawn from the collection account and paid to the administrator, the indenture trustee or the trustee in respect of the administration fee for that date and any unpaid fees or expenses of the indenture trustee or the trustee;
- (4) the net amount, if any, to be withdrawn from the collection account and paid to the Class VPN note swap counterparty under the Class VPN note interest rate swap;
- (5) the net amount, if any, to be withdrawn from the collection account and paid to the Class A-1 note swap counterparty under the Class A-1 note interest rate swap;
- (6) the net amount, if any, to be withdrawn from the collection account and paid to the accumulation account swap counterparty under the accumulation account interest rate swap;
- (7) the amounts to be withdrawn from the collection account in respect of the Aggregate Class A Interest Distributable Amount and the Aggregate Class A Principal Distributable Amount and deposited in the Class A payment account for payment to the holders of the Class A Notes and Class VPN Notes on that or any later date;
- (8) the amounts to be withdrawn from the collection account in respect of the Class B Interest Distributable Amount and, after the Class A Notes and Class VPN Notes have been paid in full or provided for in full with funds in the accumulation account, in respect of the Class B Principal Distributable Amount, and deposited in the Class B payment account for distribution to Class B Noteholders on that date;
- (9) the amount, if any, to be withdrawn from the collection account and deposited to the spread account;
- (10) the amounts, if any, to be paid to the Class VPN Note purchasers in respect of increased costs, taxes or indemnity payments in respect of the Class VPN Notes;
- (11) the amount, if any, to be withdrawn from the spread account and paid to the seller;
- (12) the amount, if any, to be withdrawn from the collection account and deposited to the accumulation account;
- (13) the amount, if any, to be withdrawn from the accumulation account and deposited to the collection account; and
- (14) the amount, if any, to be withdrawn from the negative carry account and deposited to the collection account.

The amount referred to in clause (1) above will be the sum of (a) the Note Spread Account Withdrawal Amount, and (b) the Class VPN Spread Account Withdrawal Amount.

“Note Spread Account Withdrawal Amount” means the lesser of (a) the amount of cash or other immediately available funds in the spread account on that date and (b) the amount, if any, by which (i) the sum of the servicing fee (if any), the unpaid fees and expenses of the trustee and the indenture trustee, the administration fee, the Aggregate Class A Interest Distributable Amount, the Class B Interest Distributable Amount, the Class A Percentage of the Principal Distribution Amount, the net amounts, if any, payable by us under each of the Class A-1 note interest rate swap, the Class VPN note interest rate swap and the accumulation account interest rate swap, and the Class B Percentage of the Principal Distribution Amount on or for that date exceeds (ii) the Total Collections Amount on or for that date.

“Class VPN Spread Account Withdrawal Amount” means the lesser of (a) the amount of cash or other immediately available funds in the spread account on that date (net of any Note Spread Account Withdrawal Amount on that date) in excess of the Specified Spread Account Balance on that date, and (b) the amount, if any, by which (i) the sum of the servicing fee (if any), the unpaid fees and expenses of the trustee and the indenture trustee, the administration fee, the Aggregate Class A Interest Distributable Amount, the Class B Interest Distributable Amount, the Class A Percentage of the Principal Distribution Amount, the net amounts, if any, payable by us under each of the Class A-1 note interest rate swap, the Class VPN note interest rate swap and the accumulation account interest rate swap, the Class B Percentage of the Principal Distribution Amount and the amount of any increased costs, taxes or indemnity payments payable by us in respect of the Class VPN Notes on or for that date exceeds, (ii) the sum of (x) the Total Collections Amount, and (y) the Note Spread Account Withdrawal Amount, in each case on or for that date

The amount referred to in clause (9) above will be the sum of (a) the lesser of (i) the amount, if any, by which (x) the Total Collections Amount for that date exceeds (y) the sum of the servicing fee (if any), the unpaid fees and expenses of the trustee and the indenture trustee, the administration fee, the Aggregate Class A Interest Distributable Amount, the Class B Interest Distributable Amount, the Class A Percentage of the Principal Distribution Amount, the net amount, if any, payable by us under the Class A-1 note interest rate swap, the net amount, if any, payable by us under the Class VPN note interest rate swap, the net amount, if any, payable by us under the accumulation account interest rate swap, and the Class B Percentage of the Principal Distribution Amount on or for that date, and (ii) an amount, if any, required to increase the amounts on deposit in the spread account to the Specified Spread Account Balance, and (b) any remaining Total Distribution Amount after full payment to the Class VPN Note purchasers in respect of increased costs, taxes or indemnity payments referred to in clause (10) above after allocation of the Total Distribution Amount in accordance with the payment priorities outlined below.

The amount referred to in clause (11) above will generally be the amount, if any, by which the amount on deposit in the spread account after all other deposits (including the deposit pursuant to clause 9) above) and withdrawals on that date exceed the Specified Spread Account Balance for that date, subject to payment in full to the Class VPN Note purchasers in respect of increased costs, taxes or indemnity payments referred to in clause (10) above.

The amount referred to in clause (12) above with respect to any monthly settlement date will be, subject to the following sentence, (a) except during a Sequential Amortization Period and except on or after the termination of the Class VPN note interest rate swap, the amount, if any, by which (i) the Class A Percentage of the sum of the Principal Distribution Amount for that date and, if that date is the last day of the pre-funding period, the amount on deposit in the pre-funding account, if any, exceeds (ii) the outstanding principal balance of the Class VPN Notes as of the open of business on that date and (b) during a Sequential Amortization Period or on or after the termination of the Class VPN note interest rate swap, the amount, if any, by which (i) the Class A Note Percentage of the sum of the Principal

Distribution Amount for that date and, if that date is the last day of the pre-funding period, the amount on deposit in the pre-funding account, if any, exceeds (ii) the outstanding principal balances, as of the open of business on that monthly settlement date, of all classes of the Class A Notes which were not paid in full on their targeted final payment dates. No funds will be withdrawn from the collection account and deposited in the accumulation account on any monthly settlement date that is a targeted final payment date for a class of Class A Notes or any special payment date during a Non-Sequential Amortization Period.

The amount referred to in clause (13) above will be the Accumulation Amount, if any, (a) on each monthly settlement date that is a targeted final payment date for a class of Class A Notes; or (b) on the first special payment date during a Non-Sequential Amortization Period. In all other cases, no amounts will be transferred from the accumulation account to the collection account.

The amount referred to in clause (14) above will be equal to the excess, if any, of (1) the product of (A) the aggregate interest payable on all of the Notes, multiplied by (B) the Pre-Funded Percentage, as of the immediately prior monthly settlement date, or in the case of the first monthly settlement date, the closing date, minus (2) investment earnings on the pre-funding account for the related collection period.

The “Pre-Funded Percentage” for each calendar month is the percentage derived from the fraction the numerator of which is the balance on deposit in the pre-funding account and the denominator of which is the sum of the Pool Balance and the balance on deposit in the pre-funding account, after taking into account all transfers of additional receivables during that calendar month.

If the amount on deposit in the negative carry account on any monthly settlement date, after giving effect to the withdrawal referred to above is greater than the required negative carry account balance, the excess will be paid to the seller. All amounts remaining on deposit in the negative carry account at the end of the monthly settlement date on or immediately following the last day of the pre-funding period will also be paid to the seller as deferred purchase price.

Unless the servicer is required to make daily deposits into the collection account, on or before the business day preceding each monthly settlement date, the servicer will cause the Monthly Collections Amount for such monthly settlement date to be deposited into the collection account.

The indenture trustee will make distributions to the Class A payment account and the Class B payment account out of the amounts on deposit in the collection account. The amount to be distributed to the Class A payment account and Class B payment account will be determined in the manner described below.

Priorities for Withdrawals from Collection Account

Withdrawals of funds from the collection account on or before a monthly settlement date for application as described in clauses (2) to (8), (10) and (12) under “— Distributions — Monthly Withdrawals and Deposits — Collections” above will be made only to the extent of the Total Distribution Amount allocated to such application for such monthly settlement date (or in the case of payments to the swap counterparties, on the business day preceding the monthly settlement date). In calculating the amounts which can be withdrawn from the collection account and applied as specified in such clauses (2) to (8), (10) and (12), the servicer will allocate the Total Distribution Amount in the following order of priority:

- (1) the servicing fee, if any;
- (2) the administration fee and any unpaid fees and expenses of the trustee or the indenture trustee, *pro rata*;

- (3) the net amounts, if any, to be paid by us under the Class A-1 note interest rate swap, the Class VPN note interest rate swap and the accumulation account interest rate swap, *pro rata*;
- (4) the Aggregate Class A Interest Distributable Amount;
- (5) the Class B Interest Distributable Amount;
- (6) the Aggregate Class A Principal Distributable Amount;
- (7) the amount to be deposited into the accumulation account;
- (8) after the Class A Notes and Class VPN Notes have been paid in full or provided for in full with funds in the accumulation account, the Class B Principal Distributable Amount; and
- (9) the amount to be deposited to the spread account to increase the amount on deposit therein to the Specified Spread Account Balance; and
- (10) the amounts, if any, to be paid to the Class VPN Note purchasers in respect of increased costs, taxes or indemnity payments in respect of the Class VPN Notes.

Notwithstanding the foregoing, if the Class A-1 note interest rate swap, the Class VPN note interest rate swap or the accumulation account interest rate swap has been terminated, any payments due to the applicable swap counterparty in connection with any Early Termination Date thereunder will be paid *pari passu* with the Aggregate Class A Interest Distributable Amount.

“**Accumulation Amount**” means, for any monthly settlement date, the aggregate amount deposited into the accumulation account prior to that date and not previously applied to make payments on the Class A Notes; provided, however, that on any monthly settlement date which is a targeted final payment date for a class of Class A Notes, the Accumulation Amount will not be greater than an amount equal to the outstanding principal balance of that class of Class A Notes as of the opening of business on that monthly settlement date less the Class A Note Percentage of the Principal Distribution Amount for that monthly settlement date.

“**Aggregate Class A Interest Distributable Amount**” means, for any monthly settlement date, the sum of the Class A Interest Distributable Amounts for all classes of Class A Notes and Class VPN Notes for that date.

“**Aggregate Class A Principal Distributable Amount**” means, for any monthly settlement date, the sum of (a) the Class A Principal Distributable Amounts for all classes of Class A Notes and Class VPN Notes for that date and (b) the Class A Principal Carryover Shortfall for that date.

“**BA 1 Month Rate**” for any monthly settlement date and any class of Class VPN Notes shall mean that per annum rate (based on a year of 365 days) expressed as a percentage, equal to the average “BA 1 Month” interest rates for Canadian dollar bankers acceptances displayed and identified as such on the “Reuters Screen CDOR Page” (as defined in the 2000 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. as modified, amended or replaced from time to time) as of 10:00 a.m., Toronto time, on the preceding Class VPN Note payment date (or the date of issuance of that class of Class VPN Notes, in the case of the initial Class VPN Note payment date). If such rates do not appear on the Reuters Screen CDOR Page as contemplated, then the “BA 1 Month Rate” for such Class VPN Note payment date shall be calculated based upon the arithmetic mean of the applicable rates for 30 day Canadian dollar bankers acceptances quoted by four major Canadian Schedule I chartered banks as of 10:00 a.m., Toronto time, on the preceding Class VPN Note payment date or date of issuance, as applicable. If less than four such quotations are available, then the “BA 1 Month Rate”

will be the arithmetic mean (rounded upwards as provided below) of such available quotations; provided, however, that if fewer than two quotations are available, the “BA 1 Month Rate” will be the BA 1 Month Rate in effect for the previous monthly settlement date or date of issuance, as applicable. The arithmetic average of any rates or quotations to be calculated hereunder shall be rounded, if necessary, to the nearest 1/100,000 of one per cent (.00001%), with five one millionths of one percent being rounded upwards. All dollar amounts used in or resulting from any calculation based on the BA 1 Month Rate will be rounded to the nearest cent (with one-half of one cent being rounded upwards).

“**BA 3 Month Rate**” for any monthly settlement date and the Class A-1 Notes shall mean that per annum rate (based on a year of 365 days) expressed as a percentage, equal to the average “BA 3 Month” interest rates for Canadian dollar bankers acceptances displayed and identified as such on the “Reuters Screen CDOR Page” (as defined in the 2000 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. as modified, amended or replaced from time to time) as of 10:00 a.m., Toronto time, on the preceding Class A Note payment date for that class (or the closing date, in the case of the initial Class A Note payment date for that class). If such rates do not appear on the Reuters Screen CDOR Page as contemplated, then the “BA 3 Month Rate” for such monthly settlement date shall be calculated based upon the arithmetic mean of the applicable rates for 90 day Canadian dollar bankers acceptances quoted by four major Canadian Schedule I chartered banks as of 10:00 a.m., Toronto time, on the preceding Class A Note payment date for that class or the closing date, as applicable. If less than four such quotations are available, then the “BA 3 Month Rate” will be the arithmetic mean (rounded upwards as provided below) of such available quotations; provided, however, that if fewer than two quotations are available, the “BA 3 Month Rate” will be the BA 3 Month Rate in effect for the previous Class A Note payment date for that class or the closing date, as applicable. The arithmetic average of any rates or quotations to be calculated hereunder shall be rounded, if necessary, to the nearest 1/100,000 of one per cent (.00001%), with five one millionths of one percent being rounded upwards. All dollar amounts used in or resulting from any calculation based on the BA 3 Month Rate will be rounded to the nearest cent (with one-half of one cent being rounded upwards).

“**Class A Interest Carryover Shortfall**” means, with respect to any monthly settlement date and a class of Class A Notes or class of Class VPN Notes, the sum of:

- (a) the excess of (i) the Class A Interest Distributable Amount for the class for the preceding monthly settlement date over (ii) the amount that was actually deposited to the Class A payment account in respect of the Class A Interest Distributable Amount for the class on that preceding monthly settlement date;
- (b) if that preceding monthly settlement date was a Class A Note payment date for that class, an amount equal to interest on that excess at the Interest Rate of the class from and including that Class A Note payment date to but excluding the current Class A Note payment date.

“**Class A Interest Distributable Amount**” means, for any monthly settlement date (the “current monthly settlement date”) and a class of Class A Notes or class of Class VPN Notes, an amount equal to the sum of (a)(i) in the case of a class of Class A Notes, an amount equal to the product of (A) the outstanding principal amount of the Class A Notes of the class as of the close of the preceding monthly settlement date (or closing date in the case of the first monthly settlement date) and (B) the Interest Rate of the class for the current monthly settlement date and (C) (I) a fraction, the numerator of which is the number of days from and including such preceding monthly settlement date (or the closing date, in the case of the initial monthly settlement date) to and excluding the current monthly settlement date and the denominator of which is 365, or (II) in the case of the Class A-2 Notes and any monthly settlement date after the initial Class A Note payment date for the Class A-2 Notes, one twelfth; provided, however, that for each monthly settlement date during an Amortization Period for the Class A-2 Notes (commencing in the case of a Sequential Amortization Period, with the first Class A Note payment date for the class, and

otherwise the second monthly settlement date during the Amortization Period), the Class A Interest Distributable Amount for the class will be equal to the product of (A) the outstanding principal amount of the Class A-2 Notes as of the close of the preceding monthly settlement date and (B) the interest rate which is the monthly equivalent interest rate to the Interest Rate of such class; and (ii) in the case of any class of Class VPN Notes, an amount equal to the product of (x) the outstanding principal amount of the Class VPN Notes as of the close of the preceding monthly settlement date (or the date of issuance of such class of Class VPN Notes in the case of the first monthly settlement date following that date of issuance), (y) the Interest Rate of the class for such monthly settlement date, and (z) a fraction, the numerator of which is the number of days from and including the immediately preceding monthly settlement date (or the date of issuance of that class of Class VPN Notes, in the case of the first monthly settlement date following that date of issuance) to and excluding the current monthly settlement date and the denominator of which is 365; plus (b) the Class A Interest Carryover Shortfall for the class and that date.

“Class A Note payment date” means, for the Class A-1 Notes, February 15, 2007 and its targeted final payment date, and for the Class A-2 Notes, May 15 and November 15 of each year commencing May 15, 2007 and its targeted final payment date or, if any such date is not a business day, on the next succeeding business day and, (a) during a Sequential Amortization Period, each special payment date (including its targeted final payment date) on which principal is payable on such class as described herein; and (b) during a Non-Sequential Amortization Period, each special payment date. The first payment date for the Class A-2 Notes will be May 15, 2007.

“Class A Note Percentage” means, with respect to the Class A Notes and any monthly settlement date, the product of (a) the Class A Percentage for that date and (b) the quotient (expressed as a percentage) of (i) the sum of the outstanding principal balances of the Class A Notes divided by (ii) the sum of the outstanding principal balances of the Class A Notes and the Class VPN Notes, in each case, as of the close of the immediately preceding monthly settlement date.

“Class A Percentage” means, with respect to any monthly settlement date, 100%; provided that on any monthly settlement date on which the Class A Notes and Class VPN Notes are paid in full or provided for in full with funds in the accumulation account, the Class A Percentage shall thereafter be zero.

“Class A Principal Carryover Shortfall” means, with respect to any monthly settlement date, the excess of the Aggregate Class A Principal Distributable Amount for the preceding monthly settlement date over the amount that was actually deposited in the Class A payment account in respect of the outstanding principal balances of the Class A Notes and Class VPN Notes on such preceding monthly settlement date.

“Class A Principal Distributable Amount” means, with respect to any monthly settlement date prior to a Non-Sequential Amortization Commencement Date and:

- (a) the Class A Notes:
 - (i) except if a Sequential Amortization Period exists or the Class VPN note interest rate swap has been terminated:
 - (A) for a class of Class A Notes on its targeted final payment date, the Class A Principal Distributable Amount for that class of Class A Notes is the lesser of:
 - (1) the outstanding principal balance of that class as of the close of the immediately preceding monthly settlement date; and

- (2) the Total Class A Principal Payment Amount; and
 - (B) if the monthly settlement date is not a targeted final payment date for any class of Class A Notes, the Class A Principal Distributable Amount for a class of Class A Notes is zero.
- (ii) if a Sequential Amortization Period exists or the Class VPN note interest rate swap has been terminated, the Class A Principal Distributable Amount for a monthly settlement date for a class of Class A Notes is the lesser of:
- (A) the outstanding principal balance of that class as of the close of the immediately preceding monthly settlement date; and
 - (B) the excess, if any, of:
 - (1) the sum of (x) the Class A Note Percentage of the sum of (I) the Principal Distribution Amount and (II) if that monthly settlement date is the last day of the pre-funding period, the amount on deposit in the pre-funding account, if any, (y) the Accumulation Amount, if any, and (z) if the monthly settlement date is prior to the termination of the Class VPN note interest rate swap, the Class VPN Note Proceeds, if any, in each case, for that monthly settlement date, over
 - (2) the outstanding principal balance for each class of Class A Notes with a lower numerical designation as of the close of the immediately preceding monthly settlement date;

provided, however, that if that monthly settlement date precedes the targeted final payment date for that class, the Class A Principal Distributable Amount for that class and that monthly settlement date is zero.

- (b) the Class VPN Notes,
 - (i) except if a Sequential Amortization Period exists or the Class VPN note interest rate swap has been terminated:
 - (A) if the monthly settlement date is a targeted final payment date for a class of Class A Notes, the Class A Principal Distributable Amount for the Class VPN Notes is the excess, if any, of:
 - (1) the Total Class A Principal Payment Amount, over
 - (2) the Class A Principal Distributable Amount for the class of Class A Notes that has its targeted final payment date on that monthly settlement date determined as described in (a) (i) (A) above;

but in no event more than the outstanding principal balance of the Class VPN Notes as of the close of business on the immediately preceding monthly settlement date;

- (B) if the monthly settlement date is not a targeted final payment date for a class of Class A Notes, the Class A Principal Distributable Amount for the Class VPN Notes is the lesser of:

- (1) the outstanding principal balance of the Class VPN Notes as of the close of business on the immediately preceding monthly settlement date; and
 - (2) the Class A Percentage of the sum of (x) the Principal Distribution Amount for that monthly settlement date and (y) if that date is the last day of the pre-funding period, the amount on deposit in the pre-funding account, if any.
- (ii) if a Sequential Amortization Period exists or the Class VPN note interest rate swap has been terminated, the Class A Principal Distributable Amount for the Class VPN Notes on a monthly settlement date is the lesser of:
- (A) the outstanding principal balance of the Class VPN Notes as of the close of business on the immediately preceding monthly settlement date; and
 - (B) the Class VPN Note Percentage of the sum of (x) the Principal Distribution Amount for that monthly settlement date and (y) if that date is the last day of the pre-funding period, the amount on deposit in the pre-funding account, if any.

Notwithstanding the foregoing, on the final scheduled payment date for any class of Class A Notes or Class VPN Notes, the Class A Principal Distributable Amount for that class will equal the outstanding principal balance of that class as of the close of business on the immediately preceding monthly settlement date.

“**Class B Interest Carryover Shortfall**” means, with respect to any monthly settlement date, the sum of:

- (a) the excess of (i) the Class B Interest Distributable Amount for the preceding monthly settlement date over (ii) the amount that was actually deposited to the Class B payment account in respect of the Class B Interest Distributable Amount on that preceding monthly settlement date; and
- (b) if the preceding monthly settlement date was a Class B Note payment date for that class, an amount equal to interest on that excess at the Interest Rate for the Class B Notes from and including that Class B Note payment date to but excluding the current Class B note payment date.

“**Class B Interest Distributable Amount**” means, for any monthly settlement date (the “current monthly settlement date”) and the Class B Notes, an amount equal to the sum of (a)(i) in the case of any monthly settlement date on or before the initial Class B Note payment date, an amount equal to the product of (A) the outstanding principal amount of the Class B Notes as of the close of the preceding monthly settlement date (or closing date in the case of the first monthly settlement date) and (B) the Interest Rate of the class multiplied by a fraction, the numerator of which is the number of days from and including such preceding monthly settlement date (or the closing date, in the case of the initial monthly settlement date) to and excluding the current monthly settlement date and the denominator of which is 365, and (ii) in the case of any monthly settlement date after the initial Class B Note payment date, an amount equal to the product of (A) the outstanding principal amount of the Class B Notes as of the close of the preceding monthly settlement date and (B) one twelfth of the Interest Rate of the class; provided, however that for each Class B Note payment date after the outstanding principal balances of all Class A Notes and Class VPN Notes are reduced to zero or provided for in full with funds in the accumulation account, the Class B Interest Distributable Amount will be equal to the product of (A) the outstanding

principal amount of the Class B Notes as of the close of the preceding monthly settlement date and (B) the interest rate which is the monthly equivalent interest rate to the Interest Rate of the class; plus (b) the Class B Interest Carryover Shortfall for the class and that date.

“**Class B Note payment date**” means May 15 and November 15 of each year commencing May 15, 2007 and its targeted final payment date or, if any such date is not a business day, the next succeeding business day and each monthly settlement date on and after the monthly settlement date on which the Class A Notes and the Class VPN Notes have been paid in full or provided for in full with funds in the accumulation account. The first payment date for the Class B Notes will be May 15, 2007.

“**Class B Percentage**” means, for any monthly settlement date, 100% minus the Class A Percentage for that date.

“**Class B Principal Carryover Shortfall**” means, with respect to any monthly settlement date, the excess of the Class B Principal Distributable Amount for the preceding monthly settlement date over the amount that is actually deposited in the Class B payment account in respect of the outstanding principal balance of the Class B Notes on that preceding monthly settlement date.

“**Class B Principal Distributable Amount**” means, for any monthly settlement date on or after the monthly settlement date on which the outstanding principal balances of all Class A Notes and Class VPN Notes are reduced to zero or provided for in full with funds in the accumulation account, the excess of the Principal Distribution Amount for such monthly settlement date over the portion thereof applied or paid to reduce the outstanding principal balances of all Class A Notes and Class VPN Notes to zero or provided for in full with funds in the accumulation account, provided that the Class B Principal Distributable Amount will not exceed the outstanding principal balance of the Class B Notes. In addition, on the final scheduled payment date of the Class B Notes, the amount required to be distributed to Class B noteholders will include, to the extent of available funds, the amount necessary (after giving effect to the other amounts to be deposited in the Class B payment account on that date and allocable to the Class B Notes) to reduce the outstanding principal balance of the Class B Notes to zero.

“**Class VPN Note payment date**” means each monthly settlement date.

“**Class VPN Note Percentage**” means, with respect to the Class VPN Notes and any monthly settlement date, 100% minus the Class A Note Percentage for that date.

“**Class VPN Note Proceeds**” means, with respect to any monthly settlement date, the proceeds of any Class VPN Notes issued by us for that monthly settlement date.

“**Early Termination Date**” has the meaning specified in the Class VPN note interest rate swap, the Class A-1 note interest rate swap or the accumulation account interest rate swap, as applicable.

“**Initial Pool Balance**” means the sum of (i) the Pool Balance as of the initial cutoff date, which is \$396,341,103.76, plus (ii) the aggregate Contract Value of all additional receivables purchased during the pre-funding period as of their respective cutoff dates.

“**Interest Rate**” means (a) with respect to the Class A-1 Notes and any monthly settlement date, the BA 3 Month Rate (or, for the initial payment date, the interpolated rate using an actual/365 day count to interpolate between the BA 1 Month Rate and the BA 3 Month Rate up to such initial payment date) for that date plus 0.08% per annum, (b) with respect to the Class A-2 Notes, a rate of 4.306%, (c) with respect to the initial Class VPN Notes we issue on the closing date and any monthly settlement date, the BA 1 Month Rate for that date plus 0.25% per annum, (d) with respect to all other Class VPN Notes we issue after the closing date and any monthly settlement date, the BA 1 Month Rate for that date plus the fixed percentage spread (not exceeding 1.50% per annum) determined at the time of issuance of those Class VPN Notes based on market conditions, and (e) with respect to the Class B Notes, a rate of 4.720%.

Notwithstanding the foregoing, after the termination of the Class A-1 note interest rate swap, the Interest Rate for the Class A-1 Notes will be 4.3532% per annum (being the fixed rate payable by us under the Class A-1 note interest rate swap). Notwithstanding the foregoing, on each special payment date on or after the termination of the Class VPN note interest rate swap, the Interest Rate for all Class VPN Notes will be 4.1529% per annum (being the fixed rate payable by us under the Class VPN note interest rate swap).

“Liquidation Proceeds” means, with respect to any Liquidated Receivable, all monies collected in respect thereof from whatever source (including the proceeds of insurance policies with respect to the related financed equipment or obligor, payments made by a dealer pursuant to the related recourse provisions or dealer agreement with respect to that receivable (other than amounts paid from dealers’ reserve accounts maintained with the seller)), net of the sum of any amounts expended by the servicer in connection with such liquidation and any amounts required by law to be remitted to the obligor on that Liquidated Receivable.

“Liquidated Receivables” means any receivables liquidated by the servicer through the sale or other disposition of the related financed equipment or which the servicer has, after using reasonable efforts to realize upon the related financed equipment, determined to charge off without realizing upon the financed equipment.

“Monthly Collections Amount” means, for any monthly settlement date the aggregate amount of collections received by the servicer on the receivables with respect to the related collection period. Collections on or with respect to the receivables include all payments made by or on behalf of the obligors (including any late fees, prepayment charges, extension fees and other administrative fees or similar charges allowed by the applicable law with respect to the receivables), Liquidation Proceeds and the Purchase Amount of any receivables repurchased by the seller or purchased by the servicer on such monthly settlement date and payments made by a dealer pursuant to the related recourse provisions or dealer agreement with respect to such receivable (other than amounts paid from the dealers’ reserve accounts maintained by CNH Capital); provided, however that the Monthly Collections Amount for any monthly settlement date shall exclude all payments and proceeds (including Liquidation Proceeds) of any receivables the Purchase Amount of which has been included in the Monthly Collections Amount for a prior monthly settlement date.

“Principal Distribution Amount”, for a monthly settlement date, means the amount (not less than zero) equal to (a) the sum of the Contract Value and the amount on deposit in the pre-funding account as of the beginning of the immediately preceding collection period less (b) the sum of (i) the sum of the Contract Value and the amount on deposit in the pre-funding account as of the beginning of the next collection period and (ii) remaining amounts for such monthly settlement date in the pre-funding account at the end of the pre-funding period.

“Purchase Amount” means, as of the close of business on the last day of a collection period and for any receivable, an amount equal to the outstanding principal balance of the receivable as of the first day of the immediately following collection period plus interest accrued and unpaid thereon as of such last day at a rate per annum equal to the applicable annual percentage rate of the receivable at such time.

“Pool Balance” means, at any time, the sum of the aggregate Contract Value of the initial receivables and all additional receivables at the beginning of a calendar month, after giving effect to all payments received from obligors or dealers and any amounts to be remitted to or by the servicer or the seller, as the case may be, with respect to the preceding calendar month and all losses realized on receivables liquidated during that preceding calendar month.

“Total Class A Principal Payment Amount” means, for any monthly settlement date, the sum of (a) the Class A Percentage of the Principal Distribution Amount for that date, (b) the Class VPN Note

Proceeds, if any, for that date, (c) the Accumulation Amount, if any, for that date, and (d) if that date is the last day of the pre-funding period, the amount on deposit in the pre-funding account, if any.

“**Termination Value**” means the amount specified in a fixed rate finance lease contract as the purchase price of the related financed equipment payable by the obligor at the expiry of the fixed rate finance lease contract upon the obligor’s exercise of the purchase option granted under the fixed rate finance lease contract.

“**Total Collections Amount**” for any monthly settlement date means the sum of (a) the Monthly Collections Amounts for that date, (b) the net amount, if any, paid by the Class A-1 note swap counterparty to us pursuant to the Class A-1 note interest rate swap on the preceding business day, (c) the net amount, if any, paid by the Class VPN note swap counterparty to us pursuant to the Class VPN note interest rate swap on the preceding business day, (d) the net amount, if any, paid by the accumulation account swap counterparty to us pursuant to the accumulation account interest rate swap on the preceding business day, (e) all interest and other investment earnings (net of investment losses and expenses) on funds or eligible investments on deposit in or credited to the accounts for that date, (f) remaining amounts withdrawn from the pre-funding account at the end of the pre-funding period as of such monthly settlement date, and (g) funds withdrawn from the negative carry account as of such monthly settlement date.

“**Total Distribution Amount**” for a monthly settlement date means the sum of (a) the Total Collections Amount for that date, (b) the amount transferred by the indenture trustee from the spread account to the collection account immediately prior to that date, (c) any Class VPN Note Proceeds for such monthly settlement date and, if that monthly settlement date is a targeted final payment date for any class of Class A Notes, the Accumulation Amount, if any, for that date, and (d) on the Non-Sequential Amortization Commencement Date, the Accumulation Amount, if any.

CREDIT ENHANCEMENT

General

The credit enhancement is intended to enhance the likelihood of receipt by the holders of Notes of the full amount of principal and interest due on their Notes and to decrease the likelihood that the holders of Notes will experience losses. The credit enhancement for the Notes generally will not provide protection against all risks of loss and will not guarantee repayment of the entire principal balance, with interest. If losses occur which exceed the amount covered by any credit enhancement or which are not covered by any credit enhancement, holders of Notes of any class will bear their allocable share of deficiencies. Since the credit enhancement covers more than one class of Notes, Class B Notes will be subject to the risk that the credit enhancement will be exhausted by the claims of holders of the Class A Notes and Class VPN Notes.

Credit enhancement for the Notes is provided by the spread account. The subordination of the Class B Notes to the Class A Notes and Class VPN Notes as described herein will provide additional credit enhancement for the Class A Notes and Class VPN Notes.

Subordination

The rights of the Class B noteholders to receive payments with respect to the Class B Notes will be subordinated to the rights of the holders of Class A Notes and Class VPN Notes to the extent described herein. We will not pay principal on the Class B Notes until the Class A Notes and Class VPN Notes have been paid in full or provided for in full with funds in the accumulation account.

The protection afforded to the Class A noteholders through subordination will be provided both by the preferential right of the Class A noteholders to receive allocations or distributions from current payments on the receivables and by the establishment of the spread account. The protection afforded to the Class B noteholders will, subject to the prior rights of the holders of Class A Notes and Class VPN Notes, be provided by the establishment of the spread account.

Spread Account

The servicer will establish and maintain the spread account as a trust account in the name of the indenture trustee for the benefit of the holders of Notes. Under the sale and servicing agreement, the seller has agreed to make subordinated spread account loans (each, a “Subordinated Spread Account Loan”) to us on the closing date, on the date on which we purchase additional receivables and on each monthly settlement date, as described below. On the closing date, the seller will, from the cash portion of the purchase price of the receivables, make an initial Subordinated Spread Account Loan in the initial principal amount of \$10,899,380.35, being equal to the Pool Balance as of the initial cutoff date multiplied by 2.75%. We will deposit the initial Subordinated Spread Account Loan to the spread account on the closing date. On the date of the additional sale of receivables to us during the pre-funding period, the seller will make a further Subordinated Spread Account Loan to us in the amount approximately equal to 2.75% of the aggregate Contract Value of the additional receivables transferred to us on that date. The Subordinated Spread Account Loan for the date on which we purchase additional receivables will be retained by us out of the amount on deposit in the pre-funding account which is otherwise available for payment to the seller in payment of the purchase price for the additional receivables.

On each monthly settlement date, after the closing date, the seller will make additional Subordinated Spread Account Loans to us in an amount generally equal to the lesser of “A” and “B”, where:

“A” is equal to the excess, if any, of the Total Collections Amount for that monthly settlement date over the sum of:

- the servicing fees, if any, administration fees and unpaid fees and expenses of the trustee and the indenture trustee payable by us on that monthly settlement date (including fees or expenses due but not paid on a prior monthly settlement date);
- the amounts, if any, payable by us to the counterparties to the Class VPN note interest rate swap, the accumulation account interest rate swap and the Class A-1 note interest rate swap on the prior business day; and
- the Aggregate Class A Interest Distributable Amount, the Class B Interest Distributable amount, the Class A Percentage of the Principal Distribution Amount and the Class B Percentage of the Principal Distribution Amount for that monthly settlement date.

“B” is equal to the excess of the Specified Spread Account Balance for that monthly settlement date over the amount on deposit in the spread account on that monthly settlement date (before giving effect to any deposits into that account on that date).

The Subordinated Spread Account Loan for any monthly settlement date will be retained by us out of the Total Collections Amount otherwise available for distribution or payment to the seller.

“**Specified Spread Account Balance**” means the sum of (a) the product of (i) 2.75% and (ii) the Initial Pool Balance, plus (b) if the accumulation account interest rate swap is terminated and if a deposit is to be made into the accumulation account on such current monthly settlement date or was made on any

prior monthly settlement date (after the last targeted final payment date but prior to such current monthly settlement date), an amount equal to the sum of the amounts (one such amount calculated for each deposit to the accumulation account) equal to interest on the principal amount of the deposit at the weighted average interest rate for the outstanding Class A Notes as of the close of business on the date of deposit minus 1.0% for the period from and including the date of deposit to and excluding the next targeted final payment date, in each case, computed in the manner in which interest is computed on the Class A Notes (and, for the purposes of this clause (b) any amount on deposit in the accumulation account on any targeted final payment date (after giving effect to all deposits to and withdrawals from the accumulation account on such date) shall be deemed to be a deposit made to the accumulation account on such date); provided, however, that in no event will the Specified Spread Account Balance exceed the sum of (x) the aggregate of the outstanding principal balance of the Class A Notes and Class VPN Notes and the outstanding principal balance of the Class B Notes as of the close of business on such monthly settlement date and (y) the sum of the amounts deposited to the Spread Account under clause (b) above; and provided further, however, that if (A) the Specified Spread Account Reduction Trigger is met on the monthly settlement date in November, 2008, the percentage in clause (a)(i) above will be reduced to 2.50% on such monthly settlement date and will remain at such percentage for each monthly settlement date thereafter unless further reduced on the monthly settlement date in May, 2009 as provided in the following clause (B); and/or (B) the Specified Spread Account Reduction Trigger is met on the monthly settlement date in May, 2009, the percentage in clause (a)(i) above will be reduced to 2.40% on such monthly settlement date (regardless of whether the Specified Spread Account Reduction Trigger was met on the monthly settlement date in November, 2008) and will remain at such percentage for each monthly settlement date thereafter. The Specified Spread Account Balance may be reduced or the definition thereof otherwise modified without the consent of the holders of Offered Notes provided that (x) the rating agencies confirm in writing that such reduction or modification will not result in a reduction or withdrawal of the ratings of the Offered Notes of any class and (y) the holders of Class VPN Notes consent thereto, such consent not to be unreasonably withheld.

If the amount on deposit in the spread account on any monthly settlement date (after giving effect to all other deposits into and withdrawals from that account for that monthly settlement date) is greater than the Specified Spread Account Balance for that monthly settlement date, we will distribute the excess to the seller as deferred purchase price.

After the seller receives any amounts duly released from the spread account, the holders of Notes will not have any claims to those amounts. CNH Capital’s recourse against us for payment of the Subordinated Spread Account Loan and interest on that loan will be limited to the amounts on deposit in the spread account which are distributable or payable to the seller after all payments and distributions are made from that account to the holders of the Notes as described in this Prospectus Supplement.

The “**Specified Spread Account Reduction Trigger**” for the monthly settlement dates in November, 2008 and/or May, 2009 will be met if both the Average Delinquency Ratio Test and the Cumulative Net Loss Ratio Test for such monthly settlement dates are met.

The “**Average Delinquency Ratio Test**” for the monthly settlement date occurring in a month specified below will be met if the Average Delinquency Ratio for such monthly settlement date is less than the percentage specified opposite such monthly settlement date:

Monthly Settlement Date	Percentage
November, 2008.....	2.50%
May, 2009	3.00%

The “**Average Delinquency Ratio**” on any monthly settlement date will be the average of the Delinquency Ratios for the preceding three calendar months. The “Delinquency Ratio” for any calendar month means the ratio, expressed as a percentage, of (a) the sum, for all of the receivables, of all scheduled payments that are 60 days or more past due (other than Purchased Receivables and Liquidated

Receivables) as of the end of such month, determined in accordance with the servicer’s then-current practices, to (b) the Pool Balance as of the last day of such month.

The “**Cumulative Net Loss Ratio Test**” for the monthly settlement date occurring in a month specified below will be met if the Cumulative Net Loss Ratio for such monthly settlement date is less than the percentage specified opposite such monthly settlement date:

Monthly Settlement Date	Percentage
November, 2008.....	0.55%
May, 2009.....	0.65%

The “**Cumulative Net Loss Ratio**” on any monthly settlement date will be the ratio, expressed as a percentage, of (a) the aggregate Realized Losses on the receivables since their cutoff date through the last day of the preceding calendar month, to (b) the sum of (i) the Pool Balance as of the initial cutoff date and (ii) the sum of the Contract Values of all receivables purchased with amounts on deposit in the pre-funding account, each as of the related cutoff date for the related receivable.

The “**Realized Losses**” for any calendar month will be the sum of (a) for each receivable that became a Liquidated Receivable during such month, the difference between (i) the principal balance plus accrued and unpaid interest on such receivable as of the last day of such month, less the Write Down Amount for such receivable (if such receivable was a 180-Day Receivable or Repossessed Receivable at the time of liquidation), if any, and (ii) the Liquidation Proceeds received with respect to such receivable during such month, (b) with respect to any receivable that became a 180-Day Receivable or a Repossessed Receivable during such month, the Write Down Amount, if any, for that receivable and (c) with respect to each other 180-Day Receivable or Repossessed Receivable, the amount of the adjustment, if any, to the Write Down Amount for such receivable for the related calendar month.

The “**Write Down Amount**” for any calendar month for any 180-Day Receivable or Repossessed Receivable will be the excess of (a) the principal balance plus accrued and unpaid interest of such receivable as of the last day of the calendar month during which the receivable became a 180-Day Receivable or Repossessed Receivable, as applicable, over (b) the estimated realizable value of the receivable, as determined by the servicer in accordance with its then-current servicing procedures for the related calendar month, which amount may be adjusted to zero by the servicer in accordance with its normal servicing procedures if the receivable has ceased to be a 180-Day Receivable as provided in the definition of “180-Day Receivable.”

“**Purchased Receivable**” means a receivable purchased by the seller or the servicer from the trust as required or permitted by the sale and servicing agreement.

“**180-Day Receivable**” with respect to any calendar month will be any receivable as to which a scheduled payment is 180 days or more past due by the last day of such calendar month and which has not become a Liquidated Receivable or a Repossessed Receivable; *provided* that a receivable shall cease to be a 180-Day Receivable if the servicer subsequently receives payment in full of each scheduled payment that was previously 180 days or more past due.

“**Repossessed Receivable**” with respect to any calendar month will be any receivable as to which the financed equipment securing the defaulted receivable has been repossessed by the last day of such calendar month and which has not become a Liquidated Receivable.

HEDGING CONTRACTS

Class A-1 Note Interest Rate Swap

On the closing date, we will enter into a Class A-1 note interest rate swap agreement (the “Class A-1 note interest rate swap”) with Royal Bank of Canada (the “Class A-1 note swap counterparty”). Under the Class A-1 note interest rate swap, we will receive payments at a floating rate determined by

reference to the BA 3 Month Rate, which is the basis for determining the amount of interest due on the Class A-1 Notes. Under the Class A-1 note interest rate swap, on the business day prior to each monthly settlement date, (i) we will be obligated to pay to the Class A-1 note swap counterparty a fixed interest rate of 4.3532% per annum on a notional amount equal to the outstanding principal balance of the Class A-1 Notes and (ii) the Class A-1 note swap counterparty will be obligated to pay to us a floating interest rate based on the BA 3 Month Rate.

Under the Class A-1 note interest rate swap, the amount that we are obligated to pay to the Class A-1 note swap counterparty will be netted against the amount the Class A-1 note swap counterparty is obligated to pay to us. Only the net amount will be due from us or the Class A-1 note swap counterparty, as applicable.

The Class A-1 note interest rate swap will provide for specified events of default and termination events. Events of default include failure to make payments due under the Class A-1 note interest rate swap, the occurrence of certain bankruptcy and insolvency events and certain other events. It will also be an event of default under the Class A-1 note interest rate swap if an event of default occurs under the indenture and the Notes are declared due and payable. If an event of default occurs, the non-defaulting party may elect to terminate the Class A-1 note interest rate swap. In addition, under certain circumstances specified in the Class A-1 note interest rate swap, either we or the Class A-1 note swap counterparty and, under other circumstances specified in the Class A-1 note interest rate swap, both of us, have the right to terminate the Class A-1 note interest rate swap upon the occurrence of a termination event specified in the Class A-1 note interest rate swap. In addition, in such event, the interest rate on all outstanding Class A-1 Notes will automatically be adjusted to a fixed annual rate of 4.3532%, which is the fixed rate payable by us under the Class A-1 note interest rate swap.

In addition, in the event of the termination of the Class A-1 note interest rate swap, a termination payment may be due (a) to the Class A-1 note interest rate swap counterparty by us out of funds that would otherwise be available to make payments on the Notes or (b) to us by the Class A-1 note swap counterparty. Any termination payments due by us will be paid from available funds *pari passu* with any payments of interest on the Class A Notes and Class VPN Notes and in priority to any payments of interest on the Class B Notes and payments of principal on the Class A Notes, the Class VPN Notes and the Class B Notes. The amount of any such termination payment will be based on total losses and costs associated with the termination, in accordance with the procedures set forth in the Class A-1 note interest rate swap. Any such termination payment could, if market interest rates and other conditions have changed materially since the issuance date of any Offered Notes, be substantial.

Our obligations under the Class A-1 note interest rate swap are secured under the indenture. The obligations of the Class A-1 note swap counterparty under the Class A-1 note interest rate swap are unsecured. However, in the event that the short-term senior unsecured debt rating of the Class A-1 note swap counterparty is reduced below “R-1(middle)” and “P-1” by the applicable rating agencies or its long-term senior unsecured debt rating is reduced below “A1” by Moody’s, the Class A-1 note swap counterparty will, within 30 days of such occurrence, (i) transfer all of its interests and obligations in or under the Class A-1 note interest rate swap to a party which has a short-term senior unsecured debt rating from Moody’s at least equal to “P-1” and a long-term senior unsecured debt rating from Moody’s of at least “A1”, or is otherwise acceptable to Moody’s and a short-term senior unsecured debt rating from DBRS equal to “R-1(middle)” or is otherwise acceptable to DBRS or (ii) provide, or arrange for the provision of, credit support on the terms set forth in the schedule to the ISDA Master Agreement between us and Royal Bank of Canada, subject in either case to written confirmation from Moody’s and DBRS that the ratings on the Class A Notes and Class B Notes will not be reduced or withdrawn.

Class VPN Note Interest Rate Swap

On the closing date, we will enter into a Class VPN note interest rate swap agreement (the “Class VPN note interest rate swap”) with Royal Bank of Canada, as Class VPN note swap counterparty (the “Class VPN note swap counterparty”). Under the Class VPN note interest rate swap, we will receive payments at a rate determined by reference to the BA 1 Month Rate, which is the basis for determining the amount of interest due on the Class VPN Notes. Under the Class VPN note interest rate swap, on the business day prior to each monthly settlement date, (i) we will be obligated to pay to the Class VPN note swap counterparty a fixed interest rate of 4.1529% per annum on a notional amount equal to the outstanding principal balance on the Class VPN Notes and (ii) the Class VPN note swap counterparty will be obligated to pay to us a floating Class VPN note based on the BA 1 Month Rate on the same notional amount.

Under the Class VPN note interest rate swap, the amount that we are obligated to pay to the Class VPN note swap counterparty will be netted against the amount the Class VPN note swap counterparty is obligated to pay to us. Only the net amount will be due from us or the Class VPN note swap counterparty, as applicable.

The Class VPN note interest rate swap will provide for specified events of default, termination events and remedies similar to those described above with respect to the Class A-1 note interest rate swap, to the extent relevant. In particular, however, in the event of the termination of the Class VPN note interest rate swap, a termination payment may be due (a) to the Class VPN note swap counterparty by us out of funds that would otherwise be available to make payments on the Notes or (b) to us by the Class VPN note swap counterparty. Any termination payments due by us will be paid from available funds *pari passu* with any payments of interest on the Class A Notes and the Class VPN Notes and in priority to any payments of interest on the Class B Notes and any payments of principal on the Notes. The amount of any such termination payment will be based on total losses and costs associated with the termination, in accordance with the procedures set forth in the Class VPN note interest rate swap. Any such termination payment could, if market interest rates and other conditions have changed materially since the issuance date of any Notes, be substantial.

Accumulation Account Interest Rate Swap

On the closing date, we will enter into an accumulation account interest rate swap agreement (the “accumulation account interest rate swap”) with Royal Bank of Canada (the “accumulation account swap counterparty”). Under the accumulation account interest rate swap, on the business day prior to each monthly settlement date (a) we will be obligated to pay to the accumulation account swap counterparty an amount equal to our investment earnings on the principal amount, if any, on deposit in the accumulation account as of the close of business on the immediately preceding monthly settlement date and (b) the accumulation account swap counterparty will be obligated to pay to us a fixed monthly rate based on the weighted average interest rate on the Class A Notes on the same principal amount.

Under the accumulation account interest rate swap, the amount that we are obligated to pay to the accumulation account swap counterparty will be netted against the amount that the accumulation account swap counterparty is obligated to pay to us. Only the net amount payable will be due from us or the accumulation account swap counterparty, as applicable.

The accumulation account interest rate swap will provide for specified events of default, termination events and remedies similar to those described above with respect to the Class A-1 note interest rate swap, to the extent relevant. In particular, however, in the event of the termination of the accumulation account interest rate swap, a termination payment may be due (a) to the accumulation account swap counterparty by us out of funds that would otherwise be available to make payments on the Notes or (b) to us by the accumulation account swap counterparty. Any termination payments due by us

will be paid from available funds *pari passu* with any payments of interest on the Class A Notes and Class VPN Notes and in priority to any payments of interest on the Class B Notes and any payments of principal on the Notes. The amount of any such termination payment will be based on the total losses and costs associated with the termination, in accordance with the procedures set forth in the accumulation account interest rate swap. Any such termination payment could, if market interest rates and other conditions have changed materially since the issuance date of any of the Notes, be substantial.

WEIGHTED AVERAGE LIFE OF THE OFFERED NOTES

The weighted average life of the Offered Notes will generally be influenced by the rate at which the principal balances of the receivables are paid (which payment may be in the form of scheduled amortization and full or partial prepayments and also includes all other collections of or with respect to the receivables and any Liquidation Proceeds of and purchase amounts received by us with respect to receivables) and the levels of realized losses and delinquencies on the receivables.

The Class A Notes have been structured to reduce the risk that any class of Class A Notes will be paid prior to the targeted final payment date of that class. If we are unable to sell additional Class VPN Notes for a targeted final payment date for a class of Class A Notes, it is unlikely that such class will be paid in full on that date. Further, if the receivables experience realized losses and delinquencies which are higher than the losses or delinquencies assumed in establishing the initial principal balance of the Class B Notes and the Specified Spread Account Balance (including the amount of the initial spread account loan) or if certain events occur with respect to any swap counterparty, an Amortization Period may commence and the Class A Notes of any class may be paid earlier or later than its targeted final payment date.

You will bear the entire risk that your Offered Notes are paid earlier or later than expected by you or us on the closing date.

LEGAL ASPECTS OF RECEIVABLES AND SECURITY INTERESTS UNDER FINANCE LEASE CONTRACTS

Security Interests Under Finance Lease Contracts

In all provinces of Canada, except Quebec, the assignment by the dealers of the receivables arising under the fixed rate finance lease contracts and the dealer's security or ownership interest in the related financed equipment to CNH Capital under the related recourse and assignment provisions between the dealer and CNH Capital create or constitute personal property security agreements under applicable law. Perfection of security interests in the related receivables and financed equipment is generally governed by the personal property security laws of the province in which the dealer, the receivables or the equipment is located. In all provinces except Quebec in which the receivables under the fixed rate finance lease contracts have been originated, a security interest in receivables or in agricultural, construction and other equipment is perfected by the filing of financing or similar security registration statements. In Quebec, the fixed rate finance lease contracts are not treated as security agreements but as leases for movable property. CNH Capital, as assignee of the dealers' rights under the lease contracts and the related financed equipment, acquires a right of ownership in the related financed equipment and the rights resulting from the lease contracts. Quebec law requires the rights under the lease contracts to be registered by the filing of applications for registration. Moreover, an assignment of the receivables arising under the fixed rate finance lease contracts and the rights under such lease contracts must also be registered under applicable Quebec law.

All of the fixed rate finance lease contracts under which receivables are acquired by CNH Capital from dealers and under which CNH Capital is assigned the security or ownership interest of the dealer in the related financed equipment name CNH Capital as obligee or assignee and as the secured party. In

connection with its financing of the inventories of the dealers, CNH Capital takes appropriate action under the laws of each province other than Quebec to obtain, as against the dealer, a first priority perfected security interest in the receivables of the dealer arising from the lease of equipment and in the dealer's security or ownership interest in the financed equipment, in each case, under fixed rate finance lease contracts. The fixed rate finance lease contracts originated in Quebec name CNH Capital as assignee of the dealers' interest in the leases and the related financed equipment. CNH Capital takes appropriate action under the laws of such province to register such leases and the assignment thereof by the dealers to CNH Capital. CNH Capital is required to purchase from us any receivable and related security under finance lease contracts as to which necessary perfection or other actions have not been taken prior to the time of sale to us, if the failure to take those actions will materially adversely affect our interest in the receivable or the related financed equipment and the failure is not cured within a specified grace period. In addition, the servicer is required to take appropriate steps to maintain perfection of security interests in the financed equipment and is obligated to purchase the related receivable if it fails to do so.

CNH Capital will transfer and assign its interests in the receivables acquired by it under the finance lease contracts and the security interests in the equipment financed under those contracts, together with the related financed equipment, to us. CNH Capital will also transfer to us ownership of the rights resulting from the leases originated in Quebec. Because CNH Capital will continue to service the receivables, the obligors and dealers are not and will not be notified of the sale of related receivables, security interests and related financed equipment by CNH Capital to us. Due to administrative burden and expense, no action will be taken to record the transfer of the security interests from CNH Capital to us. In all provinces except Quebec, (a) an assignment like the transfers referred to above is effective to convey the receivables, the security interest created under the fixed rate finance lease contracts and the related financed equipment, without amendment or assignment of any financing statement or registration filed or made under the laws of such provinces, and the assignee succeeds to the assignor's rights as secured party and as owner of the related financed equipment, and (b) the proper initial filing and registration of financing statements by CNH Capital against the dealers described above will be sufficient to protect us against the rights of subsequent purchasers of the related collateral or subsequent lenders who take a security interest in the related financed equipment. In Quebec CNH Capital will register the assignment of the receivables and the related lease rights from CNH Capital to us. In addition, by not identifying us or the indenture trustee as the secured party on the financing statement or other registration filed or made in provinces other than Quebec, our security interest in receivables arising under the fixed rate finance lease contracts or in the related financed equipment could be defeated through fraud or negligence.

See "Legal Aspects of the Receivables — Security Interests in Financed Equipment" in the Shelf Prospectus for other factors which may affect our security interests in the receivables and financed equipment arising or secured under the fixed rate finance lease contracts and related security interests or which may limit our recourse against CNH Capital in respect of any loss we may suffer in respect of our interests in the receivables and financed equipment arising or secured under the fixed rate finance lease contracts.

RISK FACTORS

You should carefully consider the following risk factors, the risk factors in the accompanying Shelf Prospectus and other information contained in this Prospectus Supplement and the accompanying Shelf Prospectus before investing in the Offered Notes.

Bankruptcy of an Equipment Dealer May Cause Payment Delays or Losses

The receivables were originated by equipment dealers and purchased by CNH Capital, and will be sold by CNH Capital to us. Certain of the receivables created under the fixed rate finance lease

contracts provide for recourse to the originating dealers for defaults by the obligors and for the Termination Values of the related financed equipment. If a dealer fails to fulfil its obligations to pay any amounts owing by an obligor with respect to lease payments or payments with respect to Termination Values of the related financed equipment, we will have a right of action against the dealer for such amounts. In addition, if the related financed equipment has been returned to the dealer by the obligor, we are entitled to repossess the related financed equipment from the dealer and may dispose of such financed equipment. However, the proceeds realized upon the disposition of the related financed equipment may not be sufficient to allow us to be fully repaid for amounts otherwise owing to us pursuant to the fixed rate finance lease contract. In the event of a dealer's bankruptcy or insolvency or in any related bankruptcy or insolvency proceedings by or against a dealer and the related financed equipment has been returned to the dealer, our ability to repossess the related financed equipment may be delayed since we may be required to provide evidence of our ownership of the related financed equipment to a bankruptcy or insolvency trustee of the dealer and may have to seek a lift of a stay of proceedings prior to repossessing the equipment. In addition, in such circumstances, following the disposition of the related finance equipment, any amounts that remain owing by the dealer to us will constitute an unsecured claim and we may not receive some or all of such amounts. Any of the foregoing circumstances could result in payment delays or losses on the affected receivables.

Failure To Sell Additional Class VPN Notes Will Result in Class A Notes Not Being Paid in Full on Their Targeted Final Payment Dates

Our ability to pay the full principal amount of any class of Class A Notes on its targeted final payment date will depend on whether we are able to sell additional Class VPN Notes for that targeted final payment date and the amount of the proceeds, if any, of such Class VPN Notes. If we do not generate sufficient proceeds, it is unlikely that the full principal amount of such class of Class A Notes will be paid on its targeted final payment date. Although we will agree to offer the purchaser of the initial Class VPN Notes the right to purchase additional Class VPN Notes for each targeted final payment date, this offer does not constitute a commitment to purchase any additional Class VPN Notes. Although we will also agree to offer to one or more asset-backed commercial paper conduits or other persons the right to purchase additional Class VPN Notes or provide funding if we are unable to sell Class VPN Notes to the purchaser of the initial Class VPN Notes or if we determine that we can obtain financing on more favourable terms, no such conduit or other person or entity is or will be obligated to purchase any additional Class VPN Notes or provide any funding to us. Furthermore, neither we, the seller, the servicer nor any other person is obligated to identify any other potential purchasers or lenders. In addition, the spread over the BA 1 Month Rate for additional Class VPN Notes is limited to 1.50% and our ability to issue any Class VPN Notes is limited. Accordingly, we cannot assure you that any additional Class VPN Notes will be sold or that the proceeds of sale of any Class VPN Notes will be sufficient to pay a class of Class A Notes in full on its targeted final payment date. You will bear all reinvestment risk resulting from payments on the Class A Notes being made before or after their respective targeted final payment dates.

Yield

Noteholders should consider, in the case of Offered Notes purchased at a discount, the risk that a slower than anticipated rate of principal payments on the receivables could result in an actual yield that is less than the anticipated yield and, in the case of Offered Notes purchased at a premium, the risk that a faster than anticipated rate of principal payments on the receivables could result in an actual yield that is less than the anticipated yield.

Swap Risk

We will enter into the Class A-1 note interest rate swap because the receivables bear interest at a fixed rate while the Class A-1 Notes will bear interest at a floating rate based on the BA 3 Month Rate prior to the termination of the Class A-1 note interest rate swap.

We will enter into the Class VPN note interest rate swap because the receivables bear interest at a fixed rate while the Class VPN Notes will bear interest at a floating rate based on the BA 1 Month Rate prior to the termination of the Class VPN note interest rate swap.

We will enter into the accumulation account interest rate swap because the investment earnings, net of investment losses and expenses, which would accrue during any period on the balance on deposit in the accumulation account may be less than the amount of interest which would accrue on the balance on deposit in the accumulation account at the weighted average interest rate for the Class A Notes during any such period.

We will use payments made by the counterparties under the swaps to us to help make interest payments on the Notes.

During those periods in which the amounts payable by a swap counterparty are substantially greater than the amounts payable by us, we will be more dependent on receiving payments from the swap counterparty in order to make payments on the Notes. If a swap counterparty fails to pay the net amount due to us in these circumstances, you may experience delays and/or reductions in the interest and principal payments on your Offered Notes.

On the other hand, during those periods in which the amounts payable by a swap counterparty are less than amounts payable by us, we will be obligated to make payments to the swap counterparty. On any monthly settlement date, if there are not enough funds to pay all of our obligations for that monthly settlement date, each swap counterparty will generally receive full payment of the net amount due under its swap before you receive payments on your Offered Notes. If there is a shortage of funds available on any monthly settlement date, you may experience delays and/or reductions in interest and principal payments on your Offered Notes.

In addition, in the event of the termination of a swap, a termination payment may be due to the applicable swap counterparty. Any such payment would be made by us out of funds that would otherwise be available to make payments on the Notes and would be paid from available funds *pari passu* with any payments of interest on the Class A Notes and Class VPN Notes. The amount of any such termination payment may be based on the total losses and costs associated with the termination of the applicable swap. Any such termination payment could, if market interest rates and other conditions have changed materially from the date of issuance of any Offered Notes, be substantial. In such event, you may experience delays and/or reductions in interest and principal payments on your Offered Notes.

New Tax Proposals

On October 31, 2006, the Minister of Finance (Canada) announced a series of proposals (the “October 31 Proposals”) relating to the tax treatment to the payer and to the recipient of distributions made by a “*specified investment flow through*” entity. While the October 31 Proposals included a Technical Annex providing some details, no draft legislation has yet been released. It is the belief of Osler, Hoskin & Harcourt LLP and McCarthy Tétrault LLP that the October 31 Proposals are not intended to apply to securitization trusts such as us. However, as the October 31 Proposals have not been issued in their final form, there can be no assurance that the October 31 Proposals, if enacted, will not be applicable to us or that they will not have adverse consequences to us or to you.

RATINGS

We will not issue the Class A Notes offered hereby unless they are rated in the highest rating category for long-term obligations by each of DBRS and Moody's (i.e., "AAA" by DBRS and "Aaa" by Moody's). In addition, we will not issue any Offered Notes unless the Class B Notes offered hereby are rated in at least the "A" category for long-term obligations by each of DBRS and Moody's.

We cannot assure you that a rating agency will maintain its rating if circumstances change. If a rating agency changes its rating, no one has an obligation to provide additional credit enhancement or restore the original rating.

A rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by either of the rating agencies. The ratings assigned to each class of Offered Notes on the date of their issuance are set out on the cover page of this Prospectus Supplement. The ratings on the Offered Notes address the likelihood of the receipt by the noteholders of their entitlement to principal and interest under various scenarios. However, the rating agencies do not evaluate and the ratings do not address the likelihood that the outstanding principal amounts of the Offered Notes will be paid by the targeted final payment dates for those Offered Notes. A rating is based primarily on the credit underlying the receivables, the level of credit enhancement provided by the spread account and the subordination of the payments on the Class B Notes to the prior payment of amounts payable on the Class A Notes in the manner described in this Prospectus Supplement. There is no assurance that a rating will remain for any given period of time or that a rating will not be lowered or withdrawn entirely by a rating agency if in its judgement circumstances so warrant. A revision or withdrawal of such rating may have an adverse effect on the market price of the affected Offered Notes. The rating of a class of Offered Notes is not a recommendation to buy, sell or hold such Offered Notes, inasmuch as such ratings do not comment as to market price or suitability for a particular investor. The ratings also do not address the possibility of the occurrence of an Amortization Period or an event of default, either of which events could result in the partial or complete payment of the outstanding principal amount of a class of Offered Notes prior to the targeted final payment date for that class. In addition, the ratings take into consideration the capacity of those parties in a key support relationship to us and the degree of covenant protection available to investors as contained in the material contracts listed in this Prospectus Supplement.

There can be no assurance that any rating agency not requested to rate the Offered Notes will nonetheless assign a rating to any or all classes thereof and, if so, what such rating or ratings would be. A rating assigned to any class of Offered Notes by a rating agency that has not been requested by us to do so may be lower than the rating assigned thereto by any of the rating agencies.

DBRS Ratings. Definitions of the "AAA" and "A" rating categories of DBRS in which DBRS has rated the Offered Notes are set forth below:

AAA

Obligations rated "AAA" are of the highest credit quality, with exceptionally strong protection for the ultimate repayment of principal and interest. "AAA" is the highest rating assigned to long-term obligations.

A

A long-term obligation rated "A" is of satisfactory credit quality. Protection of interest and principal is still substantial, but the degree of strength is less than with AA rated entities. While a respectable rating, obligations in the "A" category are considered to be more susceptible to adverse economic conditions and have greater cyclical tendencies than higher rated companies. "A" is the third highest rating category assigned to long-term obligations.

DBRS has seven ratings categories, ranging from “BBB” to “D” that rank below the rating category on the Class B Notes. Obligations rated “BBB” are of adequate credit quality. Five of the lower ranking ratings categories, ranging from “BB” to “C”, are assigned to obligations which are regarded as having significant speculative characteristics. While such obligations will likely have some quality and protective characteristics, there may be outweighed by large uncertainties or major exposures to adverse conditions. An obligation rated “D” is in payment default. The ratings from “AA” to “C” may be modified by the addition of the word “High” or “Low” which indicates the relative standing within the particular rating category. If a rating has not been modified, this indicates that the rating ranks in the middle range of the particular rating category.

Moody’s Ratings. Definitions of the “Aaa”, “Aa”, “A” and “Baa” ratings categories of Moody’s are set forth below in descending order of ranking:

Aaa

Obligations that are rated “Aaa” are judged to be of the highest quality with minimal credit risk.

Aa

Obligations that are rated “Aa” are judged to be of high quality and are subject to very low credit risk.

A

Obligations which are rated “A” are considered upper-medium grade and are subject to low credit risk.

Baa

Obligations which are rated “Baa” are subject to moderate credit risk. They are considered medium-grade obligations and as such may possess certain speculative characteristics.

Moody’s has five (5) ratings categories that rank below the ratings categories on the Class B Notes. These lower ranking ratings categories range from “Ba” to “C” and are assigned to obligations that have significant speculative characteristics. The ratings from “Aa” through “Caa” may have the numerical modifiers 1, 2 and 3 applied to them. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category, the modifier 2 indicates a mid-range ranking and the modifier 3 indicates a ranking in the lower end of the generic rating category.

PLAN OF DISTRIBUTION

Under the terms and subject to the conditions contained in an underwriting agreement (the “Class A Underwriting Agreement”) entered into by us, CNH Capital, the trustee and the Class A Underwriters named below, the Class A Underwriters have severally agreed to purchase and we have agreed to sell the respective aggregate principal amounts of Class A Notes indicated opposite the names of the Class A Underwriters:

<u>Name</u>	<u>Class of</u>	
	<u>A-1</u>	<u>A-2</u>
RBC Dominion Securities Inc.	\$81,600,000	\$61,600,000
TD Securities Inc.	\$81,600,000	\$61,600,000
CIBC World Markets Inc.	\$20,400,000	\$15,400,000
Merrill Lynch Canada Inc.	<u>\$20,400,000</u>	<u>\$15,400,000</u>
Total	<u>\$204,000,000</u>	<u>\$154,000,000</u>

Under the terms and subject to the conditions contained in an underwriting agreement entered into by us, CNH Capital, the trustee and the Class B Underwriters, the Class B Underwriters have agreed to purchase and we have agreed to sell the respective aggregate principal amounts of \$12,375,000 of Class B Notes indicated opposite the names of the Class B Underwriters.

<u>Name</u>	<u>Class B Notes</u>
RBC Dominion Securities Inc.	\$6,187,500
TD Securities Inc.	<u>\$6,187,500</u>
Total	<u>\$12,375,000</u>

The Class A Underwriters have severally agreed to purchase and we have agreed to sell the Class A Notes at par. The Class B Underwriters have agreed to purchase and we have agreed to sell the Class B Notes at par. The total consideration to us for the Offered Notes will be \$370,375,000, payable by wire transfer against delivery of the Offered Notes on or about November 21, 2006, or on another date as may be agreed upon by us and TD Securities Inc. and RBC Dominion Securities Inc., on behalf of the Underwriters, but in any event, not later than December 15, 2006, subject to compliance with all necessary legal requirements and conditions in the underwriting agreements. The underwriting agreements provide that the seller will pay the Underwriters a fee in consideration for their services in connection with the offering of the Offered Notes.

The Offered Notes will be offered at prices to be negotiated between each purchaser and the applicable Underwriters. Accordingly, the price at which the Offered Notes will be offered and sold to purchasers may vary as between purchasers and during the period of distribution of such Offered Notes. The overall compensation of the applicable Underwriters of a class will increase or decrease by the amount by which the aggregate price paid for the Offered Notes of a class by purchasers exceeds, or is less than, the aggregate price paid by the applicable Underwriters to us for the Offered Notes of that class.

The Class A Underwriting Agreement provides that the obligations of the Class A Underwriters under that agreement are several. Both underwriting agreements provide that they may be terminated at the discretion of the applicable Underwriters on the basis of their assessment of the state of the financial markets and may also be terminated upon the occurrence of certain stated events. Under the underwriting agreements, the applicable Underwriters are, subject to the conditions of those agreements, obligated to take up and pay for all of the Offered Notes. Subject to the terms of the Class A Underwriting Agreement, if a Class A Underwriter fails to purchase the Class A Notes which it has agreed to purchase under the Class A Underwriting Agreement, the other Class A Underwriters may purchase, but are not obligated to purchase, all but not less than all of the Class A Notes. We are not obligated to sell less than all of the Offered Notes.

The offering of Offered Notes is being made concurrently in all the provinces of Canada.

In connection with the offering, the Underwriters are permitted to engage in transactions that stabilize the market price of the Offered Notes. Such transactions consist of bids or purchases to peg, fix or maintain the price of the Offered Notes. If the Underwriters create a short position in the Offered Notes in connection with the offering, i.e. if they sell more Offered Notes than are on the cover page of this Prospectus Supplement, the Underwriters may reduce that short position by purchasing Offered Notes in the open market. Purchases of a security to stabilize the price or to reduce a short position could cause the price of the security to be higher than it might be in the absence of such purchases.

Neither we nor any of the Underwriters makes any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the prices of the Offered Notes. In addition, neither we nor any of the Underwriters described above makes any representation that the Underwriters will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice.

From time to time, some of the Underwriters and their affiliates have provided, and may continue to provide, investment banking services to CNH or its affiliates. In addition, TD Securities Inc. has acted as financial advisor in obtaining the provisional ratings of the Offered Notes by the rating agencies.

Merrill Lynch Canada Inc. and its affiliates have a number of relationships with us, including in respect of the indebtedness of the seller which will be partially repaid following this offering, as more fully described herein. As a result, we may be considered a “connected issuer” of Merrill Lynch Canada Inc. within the meaning of applicable securities legislation.

CNH Capital has agreed to indemnify the Underwriters against certain liabilities, including liabilities under Canadian provincial securities legislation or to contribute to payments which such Underwriters may be required to make in respect of these liabilities.

CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of the principal Canadian federal income tax considerations generally applicable to a holder of Offered Notes in respect of the acquisition, holding and disposition of Offered Notes purchased pursuant to this Prospectus Supplement. This summary is generally applicable to a noteholder who, for the purposes of the Tax Act and at all relevant times is, or is deemed to be, resident in Canada, deals at arm’s length and is not affiliated with us or the Underwriters, is not a “financial institution” (as defined in subsection 142.2(1) of the Tax Act), is not a person an interest in which would be a “tax shelter investment” (as defined in the Tax Act) and holds Offered Notes as capital property (a “Noteholder”). Offered Notes will generally be considered to be capital property to a Noteholder unless such Offered Notes are held or are deemed to be held in the course of carrying on a business of trading or dealing in securities or as part of an adventure in the nature of trade. Noteholders whose Offered Notes might not otherwise qualify as capital property may be entitled to elect to have such Offered Notes treated as capital property by making the irrevocable election provided by subsection 39(4) of the Tax Act.

This summary is based on the current provisions of the Tax Act and the regulations thereto (the “Regulations”), all specific proposals to amend the Tax Act and the Regulations publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof, and counsel’s understanding of the published administrative and assessing practices of the Canada Revenue Agency (the “CRA”). This summary does not otherwise take into account or anticipate any changes in law, whether by judicial, governmental or legislative decision or action, or changes in the administrative or assessing practices of the CRA, nor does it take into account provincial, territorial or foreign income tax considerations, which may vary from the Canadian federal income tax considerations described herein.

This summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any particular holder of Offered Notes, and no representation with respect to the income tax consequences to any particular Noteholder is made. This summary is not exhaustive of all Canadian federal income tax considerations. Accordingly, you should consult your own tax advisors with respect to your individual circumstances.

Interest

A Noteholder that is a corporation, partnership, unit trust or a trust of which a corporation or partnership is a beneficiary will be required to include in computing its income for a taxation year all interest that accrues to that Noteholder on the Offered Notes to the end of that taxation year or that becomes receivable or is received by it before the end of that year, except to the extent that such interest was included in the Noteholder's income for a preceding taxation year.

A Noteholder that is an individual, or other person not described in the foregoing paragraph, will generally be required to include in computing its income for a taxation year all interest on the Offered Notes that is received or receivable by such Noteholder in that year (depending upon the method regularly followed by the Noteholder in computing income) to the extent that such interest was not included in computing the Noteholder's income for a preceding taxation year.

Refundable Tax

A Noteholder that is throughout the year a "Canadian-controlled private corporation", as defined in the Tax Act, may be liable to pay a refundable tax of 6 2/3% on certain investment income, including interest and taxable capital gains.

Disposition

On a disposition or a deemed disposition (which will include a redemption or repayment) of the Offered Notes in whole or in part, a Noteholder will generally be required to include in computing its income for the taxation year in which the disposition occurs all interest that has been received, has become receivable, or has accrued on the Offered Notes to the date of disposition to the extent that such interest has not otherwise been included in the Noteholder's income for the taxation year or a previous taxation year.

In general, a disposition or a deemed disposition of an Offered Note will result in a capital gain (or capital loss) equal to the amount by which the proceeds of disposition, net of any accrued interest or any amount deemed to be interest and any reasonable costs of disposition, exceed (or are exceeded by) the adjusted cost base of the Offered Note to the Noteholder immediately before the disposition. Generally, one-half of any capital gain (the "taxable capital gain") realized by a Noteholder will be included in the Noteholder's income in the year of disposition. Subject to the detailed rules in the Tax Act, one-half of any capital loss so realized (the "allowable capital loss") must be deducted by the Noteholder against taxable capital gains for the year of disposition, and any excess of allowable capital losses over taxable capital gains may be carried back up to three taxation years or forward indefinitely and deducted against net taxable capital gains in those other years.

Capital gains realized by an individual or by most trusts may give rise to alternative minimum tax under the Tax Act.

MATERIAL CONTRACTS

In addition to the contracts referred to under “Material Contracts” in the Shelf Prospectus, the following are the contracts which can reasonably be regarded as material to you and which, other than the Underwriting Agreement, will be entered into on the closing date:

- (a) the sale and servicing agreement between us and CNH Capital;
- (b) the series supplement between us and BNY Trust Company of Canada;
- (c) the ISDA master agreement between us and Royal Bank of Canada;
- (d) the Class A-1 note interest rate swap confirmation between us and Royal Bank of Canada;
- (e) the Class VPN note interest rate swap confirmation between us and Royal Bank of Canada;
- (f) the accumulation account interest rate swap confirmation between us and Royal Bank of Canada;
- (g) the underwriting agreements;
- (h) the initial subscription agreement relating to the purchase of the initial Class VPN Notes; and
- (i) the backup servicing agreement between us, CNH Capital and the backup servicer.

These agreements may be inspected during business hours at the offices of the trustee located at 79 Wellington Street West, 8th Floor, Toronto, Ontario. For further information regarding CNH Capital or the transactions described in this Prospectus Supplement, contact our administrator after the closing date at (847) 735-9200.

AUDITORS

Our independent auditors are Deloitte & Touche LLP, BCE Place, 181 Bay Street, Suite 1400, Toronto, Ontario, M5J 2V1.

LEGAL MATTERS

Certain legal matters in connection with this offering will be passed upon for us by Osler, Hoskin & Harcourt LLP, and for the Underwriters by McCarthy Tétrault LLP. The partners and associates of Osler, Hoskin & Harcourt LLP and the partners and associates of McCarthy Tétrault LLP, as a group, beneficially own, directly or indirectly, less than 1% of our securities as of the date of this Prospectus Supplement.

STATUTORY RIGHTS OF WITHDRAWAL AND RESCISSION

Securities legislation in certain of the provinces of Canada provides purchasers with the right to withdraw from an agreement to purchase securities. This right may be exercised within two business days after receipt or deemed receipt of a prospectus and any amendment, irrespective of the determination at a later date of the purchase price of the securities distributed. In several of the provinces, the securities legislation further provides a purchaser with remedies for rescission or, in some jurisdictions, damages if the prospectus and any amendment contains a misrepresentation or is not delivered to the purchaser, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province for the particulars of these rights or consult with a legal advisor.

AUDITORS' CONSENT

We have read the Prospectus Supplement dated November 14, 2006 and the Short Form Base Shelf Prospectus dated November 4, 2005 (collectively, the "Prospectus") relating to the offering of Series 2006-1 receivable-backed notes of CNH Capital Canada Receivables Trust (the "Trust"). We have complied with Canadian generally accepted standards for an auditor's involvement with offering documents.

We consent to the incorporation by reference in the Prospectus of our report to the Issuer Trustee of the Trust on the statements of net assets as at December 31, 2005 and 2004 and the statements of operations and undistributed income and of cash flows for each of the years in the two-year period ended December 31, 2005. Our report is dated April 24, 2006.

Toronto, Ontario
November 14, 2006

(signed) Deloitte & Touche LLP
Chartered Accountants

CERTIFICATE

Dated: November 14, 2006

The short form prospectus, together with the documents incorporated in the prospectus by reference, as supplemented by the foregoing, constitutes full, true and plain disclosure of all material facts relating to the securities offered by the prospectus and this supplement as required by the securities legislation of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and Labrador and does not contain any misrepresentation likely to affect the value or the market price of the securities to be distributed.

CNH CAPITAL CANADA RECEIVABLES TRUST,
by its Administrator,
CNH CAPITAL CANADA LTD.

(Signed) STEVEN C. BIERMAN
President

(Signed) BRIAN J. O'KEANE
Treasurer

CERTIFICATE OF THE UNDERWRITERS

Dated: November 14, 2006

To the best of our knowledge, information and belief, the short form prospectus, together with the documents incorporated in the prospectus by reference, as supplemented by the foregoing, constitutes full, true and plain disclosure of all material facts relating to the securities offered by the prospectus and this supplement as required by the securities legislation of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and Labrador and does not contain any misrepresentation likely to affect the value or the market price of the securities to be distributed.

RBC DOMINION SECURITIES INC.

TD SECURITIES INC.

By: (Signed) NUR KHAN

By: (Signed) MAHARUKH HILLOOWALA

CIBC WORLD MARKETS INC.

MERRILL LYNCH CANADA INC.

By: (Signed) ANDREW STUART

By: (Signed) RASHA KATABI

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