

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

Filing Date: **1999-03-26** | Period of Report: **1999-03-26**
SEC Accession No. **0000040729-99-000056**

(HTML Version on secdatabase.com)

FILER

CAPITAL AUTO RECEIVABLES INC

CIK: **893958** | State of Incorporation: **DE** | Fiscal Year End: **1231**
Type: **8-K** | Act: **34** | File No.: **033-49169** | Film No.: **99574549**
SIC: **6189** Asset-backed securities

Mailing Address
NULL

Business Address
*1209 ORANGE STREET
WILMINGTON DE 19801
3135561240*

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 8-K
CURRENT REPORT

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

Date of Report: March 26, 1999

CAPITAL AUTO RECEIVABLES, INC.

(Exact name of registrant as specified in its charter)

Delaware	333-06039	38-3082892
-----	-----	-----
(State or other jurisdiction of incorporation or organization)	Commission File Number	(I.R.S. Employer Identification No.)

Corporate Trust Center 1209 Orange Street, Wilmington, DE	19801
-----	-----
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code	302-658-7581

Items 1-6. Not Applicable.

Item 7. Financial Statements and Exhibits.

(a) Not Applicable

(b) Not Applicable

(c) Exhibits

4.1 Indenture between Capital Auto Receivables Asset Trust 1999-1 (the "Trust") and the First National Bank of Chicago, as Indenture Trustee, dated as of March 11, 1999

4.2 Trust Agreement between Capital Auto Receivables, Inc. (the "Seller") and Bankers Trust (Delaware), as Owner Trustee, dated as of March 11, 1999

99.1 Trust Sale and Servicing Agreement among General Motors

Acceptance Corporation, as Servicer, Capital Auto Receivables, Inc. as the Seller and Capital Auto Receivables Asset Trust 1999-1 as the Issuer, dated as of March 11, 1999

99.2 Supplemental Statement of Eligibility on Form T-1 of the First National Bank of Chicago as Indenture Trustee under the Indenture

99.3 Pooling and Servicing Agreement between Capital Auto Receivables, Inc. and General Motors Acceptance Corporation, dated as of March 11, 1999

SIGNATURES

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

CAPITAL AUTO RECEIVABLES, INC.

(Registrant)

s/ William F. Muir

Dated: March 26, 1999

William F. Muir, Chairman of the Board

Dated: March 26, 1999

s/ John D. Finnegan

John D. Finnegan, President and Director

EXHIBIT INDEX

Exhibit	Description
-----	-----
4.2	Indenture between Capital Auto Receivables Asset Trust 1999-1 (the "Trust") and the First National Bank of Chicago, as Indenture Trustee, dated as of March 11, 1999
4.2	Trust Agreement between Capital Auto Receivables, Inc. (the "Seller") and Bankers Trust (Delaware), as Owner Trustee, dated as

of March 11, 1999

- 99.1 Trust Sale and Servicing Agreement among General Motors Acceptance Corporation, as Servicer, Capital Auto Receivables, Inc. as the Seller and Capital Auto Receivables Asset Trust 1999-1 as the Issuer, dated as of March 11, 1999
- 99.2 Supplemental Statement of Eligibility on Form T-1 of the first National Bank of Chicago as Indenture Trustee under the Indenture
- 99.3 Pooling and Servicing Agreement between Capital Auto Receivables, Inc. and General Motors Acceptance Corporation, dated as of March 11, 1999

TRUST SALE AND SERVICING AGREEMENT

AMONG

GENERAL MOTORS ACCEPTANCE CORPORATION

SERVICER

CAPITAL AUTO RECEIVABLES, INC.

SELLER

AND

CAPITAL AUTO RECEIVABLES ASSET TRUST 1999-1

ISSUER

DATED AS OF MARCH 11, 1999

TABLE OF CONTENTS

ARTICLE I
CERTAIN DEFINITIONS

SECTION 1.01.	Definitions	1
---------------	-------------	---

ARTICLE II

CONVEYANCE OF RECEIVABLES; ORIGINAL ISSUANCE OF SECURITIES

SECTION 2.01.	Conveyance of Receivables	1
SECTION 2.02.	Custody of Receivable Files	2
SECTION 2.03.	Acceptance by Issuer	2
SECTION 2.04.	Representations and Warranties as to the Receivables	3
SECTION 2.05.	Repurchase of Receivables Upon Breach of Warranty	3

ARTICLE III

THE SELLER

SECTION 3.01.	Representations of Seller	4
SECTION 3.02.	Liability of Seller	5
SECTION 3.03.	Merger or Consolidation of, or Assumption of the Obligations of, Seller; Amendment of Certificate of Incorporation	6
SECTION 3.04.	Limitation on Liability of Seller and Others	6
SECTION 3.05.	Seller May Own Notes or Certificates	6

ARTICLE IV

SERVICER'S COVENANTS; DISTRIBUTIONS; RESERVE ACCOUNT;
STATEMENTS TO NOTEHOLDERS AND CERTIFICATEHOLDERS

SECTION 4.01.	Annual Statement as to Compliance; Notice of Servicer Default	7
SECTION 4.02.	Annual Independent Accountants' Report	7
SECTION 4.03.	Access to Certain Documentation and Information Regarding Receivables	8
SECTION 4.04.	Amendments to Schedule of Receivables	8
SECTION 4.05.	Assignment of Administrative Receivables and Warranty Receivables	8
SECTION 4.06.	Distributions	9
SECTION 4.07.	Reserve Account	11
SECTION 4.08.	Net Deposits	12
SECTION 4.09.	Statements to Securityholders	12

ARTICLE V

CERTIFICATEHOLDER AND NOTEHOLDER STATEMENTS AND ACCOUNTS;
COLLECTIONS, DEPOSITS AND INVESTMENTS; ADVANCES

SECTION 5.01.	Establishment of Accounts	14
SECTION 5.02.	Collections	18
SECTION 5.03.	Investment Earnings and Supplemental Servicing Fees	18

SECTION 5.04.	Monthly Advances	19
SECTION 5.05.	Additional Deposits	19
ARTICLE VI		
LIABILITIES OF SERVICER AND OTHERS		
SECTION 6.01.	Liability of Servicer; Indemnities	20
SECTION 6.02.	Merger or Consolidation of, or Assumption of the Obligations of, the Servicer	21
SECTION 6.03.	Limitation on Liability of Servicer and Others	21
SECTION 6.04.	Delegation of Duties	22
SECTION 6.05.	Servicer Not to Resign	22
ARTICLE VII		
DEFAULT		
SECTION 7.01.	Servicer Defaults	23
SECTION 7.02.	Consequences of a Servicer Default	24
SECTION 7.03.	Indenture Trustee to Act; Appointment of Successor	24
SECTION 7.04.	Notification to Noteholders and Certificateholders	25
SECTION 7.05.	Waiver of Past Defaults	25
SECTION 7.06.	Repayment of Advances	25
ARTICLE VIII		
TERMINATION		
SECTION 8.01.	Optional Purchase of All Receivables; Insolvency of Seller; Termination of Trust	26
ARTICLE IX		
MISCELLANEOUS PROVISIONS		
SECTION 9.01.	Amendment	28
SECTION 9.02.	Protection of Title to Trust	29
SECTION 9.03.	Notices	31
SECTION 9.05.	Severability of Provisions	31
SECTION 9.06.	Assignment	31
SECTION 9.07.	Third-Party Beneficiaries	31
SECTION 9.08.	Separate Counterparts	32
SECTION 9.09.	Headings and Cross-References	32
SECTION 9.10.	Assignment to Indenture Trustee	32
SECTION 9.11.	No Petition Covenants	32
SECTION 9.12.	Limitation of Liability of Indenture Trustee and Owner Trustee	32
SECTION 9.13.	Tax Treatment	33
SECTION 9.14.	Furnishing Documents	33
EXHIBIT A	Locations of Schedule of Receivables	
APPENDIX A	Definitions and Rules of Construction	
APPENDIX B	Notices Addresses and Procedures	

THIS TRUST SALE AND SERVICING AGREEMENT is made as of March 11, 1999, by and among General Motors Acceptance Corporation, a Delaware corporation and in its capacity as Servicer under the Pooling and Servicing Agreement described below (the "SERVICER"), Capital Auto Receivables, Inc., a Delaware corporation (the "SELLER"), and Capital Auto Receivables Asset Trust 1999-1, a Delaware business trust (the "ISSUER").

WHEREAS, General Motors Acceptance Corporation has sold the Receivables to Seller and, as Servicer, has agreed to service the Receivables pursuant to the Pooling and Servicing Agreement.

WHEREAS, Seller desires to sell the Receivables to Issuer in exchange for the Notes and Certificates pursuant to the terms of this Agreement, and the Servicer desires to perform the servicing obligations set forth herein for and in consideration of the fees and other benefits set forth in this Agreement and in the Pooling and Servicing Agreement.

WHEREAS, Seller and the Issuer wish to set forth the terms pursuant to which the Receivables are to be sold by the Seller to the Issuer and serviced by the Servicer.

NOW, THEREFORE, in consideration of the foregoing, the other good and valuable consideration and the mutual terms and covenants contained herein, the parties hereto agree as follows:

ARTICLE I CERTAIN DEFINITIONS

1.1. Section DEFINITIONS . Certain capitalized terms used in the above recitals and in this Agreement are defined in and shall have the respective meanings assigned them in PART I of APPENDIX A to this Agreement. All references herein to "the Agreement" or "this Agreement" are to this Trust Sale and Servicing Agreement as it may be amended, supplemented or modified from time to time, the exhibits hereto and the capitalized terms used herein which are defined in such APPENDIX A, and all references herein to Articles, Sections and subsections are to Articles, Sections or subsections of this Agreement unless otherwise specified. The rules of construction set forth in PART II of such APPENDIX A shall be applicable to this Agreement.

ARTICLE II CONVEYANCE OF RECEIVABLES; ORIGINAL ISSUANCE OF SECURITIES

1.1. Section CONVEYANCE OF RECEIVABLES . In consideration of the Issuer's delivery of the Notes and the Certificates to, or upon the order of, the Seller, the Seller does hereby enter into this Agreement and agree to fulfill all of its obligations hereunder and to sell, transfer, assign and otherwise convey to the

Issuer, without recourse:

- (a) all right, title and interest of the Seller in, to and under the Receivables listed on the SCHEDULE OF RECEIVABLES which is on file at the locations listed on EXHIBIT A hereto and (i) in the case of Scheduled Interest Receivables, all monies due thereunder on and after the Cutoff Date and (ii) in the case of Simple Interest Receivables, all monies received thereon on and after the Cutoff Date, in each case exclusive of any amounts allocable to the premium for physical damage insurance force-placed by the Servicer covering any related Financed Vehicle;
- (b)
- (c) the interest of the Seller in the security interests in the Financed Vehicles granted by Obligors pursuant to the Receivables and, to the extent permitted by law, any accessions thereto;
- (d)
- (e) except for those Receivables originated in Wisconsin, the interest of the Seller in any proceeds from claims on any physical damage, credit life, credit disability or other insurance policies covering Financed Vehicles or Obligors;
- (f)
- (g) the interest of the Seller in any proceeds from recourse against Dealers on Receivables;
- (h)
- (i) all right, title and interest of the Seller in, to and under the Pooling and Servicing Agreement and the Custodian Agreement, including the right of the Seller to cause GMAC to repurchase Receivables under certain circumstances; and
- (j)
- (k) the interest of the Seller in any proceeds of the property described in clauses (a), (b) and (e) above.
- (l)
- (m) It is the intention of the Seller and the Issuer that the transfer and assignment contemplated by this Agreement shall constitute a sale of the Receivables from the Seller to the Issuer and the beneficial interest in and title to the Receivables shall not be part of the Seller's estate in the event of the filing of a bankruptcy petition by or against the Seller under any bankruptcy law. The foregoing sale does not constitute and is not intended to result in any assumption by the Issuer of any obligation of the Seller to the Obligors, Dealers, insurers or any other Person in connection with the Receivables, any Dealer Agreements, any insurance policies or any agreement or instrument relating to any of them. Within two Business Days after the Closing Date, GMAC shall cause to be deposited into the Collection Account the collections on the Receivables described in SECTION 5.07 of the Pooling and Servicing Agreement; provided, that so long as the Monthly Remittance Conditions are satisfied, such collections need not be deposited until the first Distribution Date.

(n)

1.2. Section CUSTODY OF RECEIVABLE FILES. In connection with the sale, transfer and assignment of the Receivables to the Issuer pursuant to this Agreement, GMAC, as Custodian under the Custodian Agreement, agrees to act as Custodian thereunder for the benefit of the Issuer. The Issuer hereby accepts and agrees to the terms and provisions of the Custodian Agreement and designates GMAC as custodian with respect to the Receivables Files.

1.3.

1.4. Section ACCEPTANCE BY ISSUER . The Issuer does hereby accept all consideration conveyed by the Seller pursuant to SECTION 2.01, and declares that the Issuer shall hold such consideration upon the trust set forth in the Trust Agreement for the benefit of Certificateholders, subject to the terms and conditions of the Indenture and this Agreement. The Issuer hereby agrees and accepts the appointment and authorization of General Motors Acceptance Corporation as Servicer under SECTION 3.01 of the Pooling and

Servicing Agreement. The parties agree that this Agreement, the Indenture and the Trust Agreement constitute the Further Transfer and Servicing Agreements for purposes of the Pooling and Servicing Agreement and that the rights, duties and obligations of GMAC as Servicer under the Pooling and Servicing Agreement are subject to the provisions of SECTIONS 6.02, 6.04, 6.05, 9.01 and ARTICLE VII hereof.

1.5.

1.6. Section REPRESENTATIONS AND WARRANTIES AS TO THE RECEIVABLES . Pursuant to SECTION 2.01(E), the Seller assigns to the Issuer all of its right, title and interest in, to and under the Pooling and Servicing Agreement. Such assigned right, title and interest includes the representations and warranties of GMAC made to the Seller pursuant to SECTION 4.01 of the Pooling and Servicing Agreement. The Seller hereby represents and warrants to the Issuer that the Seller has taken no action which would cause such representations and warranties of GMAC to be false in any material respect as of the Closing Date. The Seller further acknowledges that the Issuer relies on the representations and warranties of the Seller under this Agreement and of GMAC under the Pooling and Servicing Agreement in accepting the Receivables in trust and executing and delivering the Notes and the Certificates. The foregoing representation and warranty speaks as of the Closing Date, but shall survive the sale, transfer and assignment of the Receivables to the Issuer and the pledge thereof to the Indenture Trustee pursuant to the Indenture.

1.7.

1.8. Section REPURCHASE OF RECEIVABLES UPON BREACH OF WARRANTY . Upon discovery by the Seller, the Servicer, the Owner Trustee or the Indenture Trustee of a breach of any of the representations and warranties in SECTION 4.01 of the Pooling and Servicing Agreement or in SECTION 2.04 or SECTION 3.01 of this Agreement that materially and adversely affects the interests of the Noteholders or the Certificateholders in any Receivable, the party discovering such breach shall give prompt written notice thereof to the others. As of the last day of the second Monthly Period following its discovery or its receipt of notice of breach (or, at the Seller's election, the last day of the first Monthly Period

following such discovery), unless such breach shall have been cured in all material respects, in the event of a breach of the representations and warranties made by the Seller in SECTION 2.04 or SECTION 3.01, the Seller shall repurchase, or in the event of a breach of a representation and warranty under SECTION 4.01 of the Pooling and Servicing Agreement the Seller and the Servicer shall use reasonable efforts to enforce the obligation of GMAC under SECTION 5.04 of the Pooling and Servicing Agreement to repurchase, such Receivable from the Issuer on the related Distribution Date. The repurchase price to be paid by the breaching party (the "WARRANTY PURCHASER") shall be an amount equal to the Warranty Payment. Upon repurchase, the Warranty Purchaser shall be entitled to receive the Released Warranty Amount, if any. It is understood and agreed that the obligation of the Warranty Purchaser to repurchase any Receivable as to which a breach has occurred and is continuing, and the obligation of the Seller

and the Servicer to enforce GMAC's obligation to repurchase such Receivables pursuant to the Pooling and Servicing Agreement shall, if such obligations are fulfilled, constitute the sole remedy against the Seller, the Servicer or GMAC for such breach available to the Issuer, Noteholders, Certificateholders, the Owner Trustee or the Indenture Trustee. The Servicer also acknowledges its obligations to repurchase Administrative Receivables from the Issuer pursuant to SECTION 3.08 of the Pooling and Servicing Agreement.

1.9.

ARTICLE III THE SELLER

1.1. Section REPRESENTATIONS OF SELLER . The Seller makes the following representations on which the Issuer is relying in acquiring the Receivables and issuing the Notes and the Certificates. The following representations speak as of the Closing Date but shall survive the sale, transfer and assignment of the Receivables to the Issuer.

(a) REPRESENTATIONS AND WARRANTIES AS TO THE SELLER.

(b)

(i) ORGANIZATION AND GOOD STANDING. The Seller has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Delaware, with power and authority to own its properties and to conduct its business as such properties are presently owned and such business is presently conducted, and had at all relevant times, and now has, power, authority and legal right to acquire and own the Receivables;

(i) DUE QUALIFICATION. The Seller is duly qualified to do business as a foreign corporation in good standing, and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business requires such qualification;

(i) POWER AND AUTHORITY. The Seller has the power and authority to

execute and deliver this Agreement and to carry out its terms, the Seller has full power and authority to sell and assign the property to be sold and assigned to and deposited with the Issuer as part of the Trust and has duly authorized such sale and assignment to the Issuer by all necessary corporate action; and the execution, delivery and performance of this Agreement have been duly authorized by the Seller by all necessary corporate action;

- (i) VALID SALE; BINDING OBLIGATIONS. This Agreement, when duly executed and delivered, shall constitute a valid sale, transfer and assignment of the Receivables, enforceable against creditors of and purchasers from the Seller; and this Agreement when duly executed and delivered, shall constitute a legal, valid and binding obligation of the Seller enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law;

- (i) NO VIOLATION. The consummation of the transactions contemplated by this Agreement by the Seller and the fulfillment of the terms of this Agreement by the Seller shall not conflict with, result in any breach of any of the terms and provisions of or constitute (with or without notice or lapse of time) a default under, the certificate of incorporation or by-laws of the Seller, or any indenture, agreement or other instrument to which the Seller is a party or by which it is bound, or result in the creation or imposition of any Lien upon any of its properties pursuant to the terms of any such indenture, agreement or other instrument, other than this Agreement, or violate any law or, to the best of the Seller's knowledge, any order, rule or regulation applicable to the Seller of any court or of any federal or state regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Seller or any of its properties; and

- (i) NO PROCEEDINGS. To the Seller's knowledge, there are no proceedings or investigations pending, or threatened, before any court, regulatory body, administrative agency or other tribunal or governmental instrumentality having jurisdiction over the Seller or its properties (i) asserting the invalidity of this Agreement, the Notes, the Certificates, the Indenture, the Trust Agreement, the Custodian Agreement or the Administration Agreement, (ii) seeking to prevent the issuance of the Notes or the Certificates or the consummation of any of the transactions contemplated by this Agreement, the Pooling and Servicing Agreement, the Indenture, the Trust Agreement, the Custodian Agreement or the Administration Agreement, (iii) seeking any

determination or ruling that might materially and adversely affect the performance by the Seller of its obligations under, or the validity or enforceability of, this Agreement, the Pooling and Servicing Agreement, the Notes, the Certificates, the Indenture, the Trust Agreement, the Custodian Agreement or the Administration Agreement, or (iv) seeking to adversely affect the federal income tax attributes of the Notes or the Certificates.

(a) REPRESENTATIONS AND WARRANTIES AS TO THE RECEIVABLES.

(b)

(i) GOOD TITLE. No Receivable has been sold, transferred, assigned or pledged by the Seller to any Person other than the Issuer; immediately prior to the conveyance of the Receivables pursuant to this Agreement the Seller had good and marketable title thereto, free of any Lien; and, upon execution and delivery of this Agreement by the Seller, the Issuer shall have all of the right, title and interest of the Seller in, to and under the Receivables, the unpaid indebtedness evidenced thereby and the collateral security therefor, free of any Lien.

(i) ALL FILINGS MADE. All filings (including, without limitation, UCC filings) necessary in any jurisdiction to give the Issuer a first priority perfected ownership interest in the Receivables shall have been made.

1.1. Section LIABILITY OF SELLER . The Seller shall be liable in accordance with this Agreement only to the extent of the obligations in this Agreement specifically undertaken by the Seller.

1.1. Section MERGER OR CONSOLIDATION OF, OR ASSUMPTION OF THE OBLIGATIONS OF, SELLER; AMENDMENT OF CERTIFICATE OF INCORPORATION .

1.2.

(a) Any corporation or other entity (i) into which the Seller may be merged or consolidated, (ii) resulting from any merger or consolidation to which the Seller shall be a party, (iii) succeeding to the business of the Seller, or (iv) more than 50% of the voting stock (or, if not a corporation, other voting interests) of which is owned directly or indirectly by General Motors, which corporation in any of the foregoing cases executes an agreement of assumption to perform every obligation of the Seller under this Agreement, shall be the successor to the Seller under this Agreement without the execution or filing of any document or any further act on the part of any of the parties to this Agreement. The Seller shall provide 10 days prior notice of any merger, consolidation or succession pursuant to this SECTION 3.03 to the Rating Agencies.

(a) The Seller hereby agrees that during the term of this Agreement it shall not (i) take any action prohibited by Article Fourth of its certificate of incorporation, (ii) without the prior written consent

of the Indenture Trustee and the Owner Trustee and without giving prior written notice to the Rating Agencies, amend Article Third or Fourth of its certificate of incorporation or (iii) incur any indebtedness, or assume or guaranty indebtedness of any other entity, other than pursuant to the Revolving Note and the Intercompany Advance Agreement (without giving effect to any amendment to such Note or Agreement after the date hereof, unless the Rating Agency Condition was satisfied in connection therewith), if such action would result in a downgrading of the then current rating of any class of the Notes.

(b)

1.2. Section LIMITATION ON LIABILITY OF SELLER AND OTHERS . The Seller and any director or officer or employee or agent of the Seller may rely in good faith on the advice of counsel or on any document of any kind prima facie properly executed and submitted by any Person respecting any matters arising under this Agreement. The Seller and any director or officer or employee or agent of the Seller shall be reimbursed by the Indenture Trustee or Owner Trustee, as applicable, for any contractual damages, liability or expense incurred by reason of such trustee's willful misfeasance, bad faith or gross negligence (except errors in judgment) in the performance of its duties under this Agreement, the Indenture or the Trust Agreement, or by reason of reckless disregard of its obligations and duties under this Agreement, the Indenture or the Trust Agreement. The Seller shall not be under any obligation to appear in, prosecute or defend any legal action that is not incidental to its obligations as Seller of the Receivables under this Agreement and that in its opinion may involve it in any expense or liability.

1.3.

1.4. Section SELLER MAY OWN NOTES OR CERTIFICATES . Each of the Seller and any Person controlling, controlled by or under common control with the Seller may in its individual or any other capacity become the owner or pledgee of Notes or Certificates with the same rights as it would have if it were not the Seller or an affiliate thereof except as otherwise specifically provided herein. Except as otherwise provided herein, Notes or Certificates so owned by or pledged to the Seller or such controlling or commonly controlled Person shall have an equal and proportionate benefit under the provisions of this Agreement, without preference, priority or distinction as among all of such Notes or Certificates, respectively.

1.5.

ARTICLE IV

SERVICER'S COVENANTS; DISTRIBUTIONS; RESERVE ACCOUNT; STATEMENTS TO NOTEHOLDERS AND CERTIFICATEHOLDERS

1.1. Section ANNUAL STATEMENT AS TO COMPLIANCE; NOTICE OF SERVICER DEFAULT.

1.2.

(a) The Servicer shall deliver to the Indenture Trustee and the Owner Trustee, on or before August 15 of each year, beginning August 15, 2000, an officer's certificate signed by the President or any Vice President of the Servicer, dated as of June 30 of such year, stating that (i) a review of the activities of the Servicer during the

preceding 12-month period (or, with respect to the first such certificate, such period as shall have elapsed from the Closing Date to the date of such certificate) and of its performance under this Agreement and under the Pooling and Servicing Agreement has been made under such officer's supervision, and (ii) to such officer's knowledge, based on such review, the Servicer has fulfilled all its obligations under such agreements throughout such period, or, if there has been a default in the fulfillment of any such obligation, specifying each such default known to such officer and the nature and status thereof. A copy of such certificate may be obtained by any Noteholder or Certificateholder by a request in writing to the Issuer addressed to the Corporate Trust Office of the Indenture Trustee or the Owner Trustee, as applicable.

- (b) The Servicer shall deliver to the Indenture Trustee, the Owner Trustee and to the Rating Agencies, promptly after having obtained knowledge thereof, but in no event later than five Business Days thereafter, written notice in an officer's certificate of any event which with the giving of notice or lapse of time, or both, would become a Servicer Default under SECTION 7.01. The Seller shall deliver to the Indenture Trustee, the Owner Trustee, the Servicer and the Rating Agencies, promptly after having obtained knowledge thereof, but in no event later than five Business Days thereafter, written notice in an officer's certificate of any event which with the giving of notice or lapse of time, or both, would become a Servicer Default under clause (b) of SECTION 7.01.

1.1. Section ANNUAL INDEPENDENT ACCOUNTANTS' REPORT .

1.2.

- (a) The Servicer shall cause a firm of independent accountants, who may also render other services to the Servicer or the Seller, to deliver to the Issuer and the Rating Agencies, on or before August 15 of each year, beginning August 15, 2000 with respect to the twelve months ended on the immediately preceding June 30 (or, with respect to the first such report, such period as shall have elapsed from the Closing Date to the date of such certificate), a report (the "ACCOUNTANTS' REPORT") addressed and delivered to the Board of Directors of the Servicer and to the Indenture Trustee and the Owner Trustee, to the effect that such firm has audited the financial statements of the

Servicer and issued its report thereon and that such audit (i) was made in accordance with generally accepted auditing standards, (ii) included tests relating to automotive loans serviced for others in accordance with the requirements of the Uniform Single Audit Program for Mortgage Bankers (the "PROGRAM"), to the extent the procedures in the Program are applicable to the servicing obligations set forth in this Agreement and the Pooling and Servicing Agreement, and (iii) except as described in the report, disclosed no exceptions or errors in the records relating to automobile and light truck loans serviced for others that, in the firm's opinion, paragraph four of the Program

requires such firm to report. In the event that such firm requires the Owner Trustee to agree to the procedures performed by such firm, the Servicer shall direct the Owner Trustee in writing to so agree; it being understood and agreed that the Owner Trustee will deliver such letter of agreement in conclusive reliance upon the direction of the Servicer and the Owner Trustee makes no independent inquiry or investigation as to, and shall have no obligation or liability in respect of, the sufficiency, validity or correctness of such procedures.

(b)

(c) The Accountants' Report shall also indicate that the firm is independent of the Seller and the Servicer within the meaning of the Code of Professional Ethics of the American Institute of Certified Public Accountants.

(d)

(e) A copy of the Accountants' Report may be obtained by any Noteholder or Certificateholder by a request in writing to the Issuer addressed to the Corporate Trust Office of the Indenture Trustee or the Owner Trustee.

(f)

1.3. Section ACCESS TO CERTAIN DOCUMENTATION AND INFORMATION REGARDING RECEIVABLES . The Servicer shall provide to the Indenture Trustee and the Owner Trustee reasonable access to the documentation regarding the Receivables. The Servicer shall provide such access to any Noteholder or Certificateholder only in such cases where a Noteholder or a Certificateholder is required by applicable statutes or regulations to review such documentation. In each case, such access shall be afforded without charge but only upon reasonable request and during normal business hours at offices of the Servicer designated by the Servicer. Nothing in this SECTION 4.03 shall derogate from the obligation of the Servicer to observe any applicable law prohibiting disclosure of information regarding Obligors, and the failure of the Servicer to provide access as provided in this SECTION 4.03 as a result of such obligation shall not constitute a breach of this SECTION 4.03.

1.4.

1.5. Section AMENDMENTS TO SCHEDULE OF RECEIVABLES . If the Servicer, during a Monthly Period, assigns to a Receivable an account number that differs from the account number previously identifying such Receivable on the SCHEDULE OF RECEIVABLES, the Servicer shall deliver to the Seller, the Indenture Trustee and the Owner Trustee on or before the Distribution Date related to such Monthly Period an amendment to the SCHEDULE OF RECEIVABLES to report the newly assigned account number. Each such amendment shall list all new account numbers assigned to Receivables during such Monthly Period and shall show by cross reference the prior account numbers identifying such Receivables on the SCHEDULE OF RECEIVABLES.

1.6.

1.7. Section ASSIGNMENT OF ADMINISTRATIVE RECEIVABLES AND WARRANTY RECEIVABLES .

Upon receipt of the Administrative Purchase Payment or the Warranty Payment with respect to an Administrative Receivable or a Warranty Receivable, respectively, each of the Indenture Trustee and the Owner Trustee shall assign, without recourse, representation or warranty, to the Servicer or the Warranty Purchaser, as applicable, all of such Person's right, title and interest in, to and under such Administrative Receivable or Warranty Receivable, all monies due thereon, the security interests in the related Financed Vehicle, proceeds from any Insurance Policies, proceeds from recourse against a Dealer on such Receivable and the interests of such Person or the Trust, as applicable, in certain rebates of premiums and other amounts relating to the Insurance Policies and any document relating thereto, such assignment being an assignment outright and not for security; and the Servicer or the Warranty Purchaser, as applicable, shall thereupon own such Receivable, and all such security and documents, free of any further obligations to the Indenture Trustee, the Owner Trustee, the Noteholders or the Certificateholders with respect thereto. If in any Proceeding it is held that the Servicer may not enforce a Receivable on the ground that it is not a real party in interest or a holder entitled to enforce the Receivable, the Indenture Trustee or the Owner Trustee, as applicable, shall, at the Servicer's expense, take such steps as the Servicer deems necessary to enforce the Receivable, including bringing suit in the name of such Person or the names of the Noteholders or the Certificateholders.

1.1. Section DISTRIBUTIONS .

1.2.

(a) On or before each Determination Date, the Servicer shall calculate the Total Available Amount, the Available Interest, the Available Principal, the Total Servicing Fee, the Aggregate Noteholders' Interest Distributable Amount, the Aggregate Noteholders' Principal Distributable Amount, the Certificateholders' Interest Distributable Amount, the Certificateholders' Principal Distributable Amount, and all other amounts required to determine the amounts to be deposited in or paid from each of the Collection Account, the Note Distribution Account, the Certificate Distribution Account, the Reserve Account and, if applicable, the Payment Ahead Servicing Account on the related Distribution Date.

(i) On or before each Distribution Date, the Indenture Trustee shall cause collections made during the related Monthly Period which constitute Payments Ahead to be transferred from the Collection Account to the Servicer, or to the Payment Ahead Servicing Account, if required pursuant to SECTION 5.01(E).

(ii)

(iii) On or before each Distribution Date, the Indenture Trustee shall transfer from the Payment Ahead Servicing Account (or, if the Servicer is not required to make deposits to the Payment Ahead Servicing Account on a daily basis pursuant to SECTION 5.01(E), the Servicer shall deposit) to the Collection Account the aggregate Applied Payments Ahead.

(i) On or before each Distribution Date, the Indenture Trustee shall transfer from the Collection Account to the Servicer, in immediately available funds, reimbursement of Outstanding Monthly Advances pursuant to SECTION 5.04, payment of Excess Simple Interest Collections, if any, pursuant to SUBSECTION 3.11(B) of

the Pooling and Servicing Agreement, and payments of Liquidation Expenses (and any unpaid Liquidation Expenses from prior periods) with respect to Receivables which became Liquidating Receivables during the related Monthly Period pursuant to SECTION 3.04 of the Pooling and Servicing Agreement.

(i) On or before each Distribution Date, the Indenture Trustee shall withdraw from the Reserve Account and deposit in the Collection Account the lesser of (A) the amount of cash or other immediately available funds deposited therein and (B) the amount, if any, by which (x) the sum of the Total Servicing Fee, the Aggregate Noteholders' Interest Distributable Amount, the Certificateholders' Interest Distributable Amount, the Aggregate Noteholders' Principal Distributable Amount and the Certificateholders' Principal Distributable Amount for such Distribution Date exceeds (y) the sum of the Available Interest and Available Principal for such Distribution Date.

(c) Except as otherwise provided in SECTION 4.06(D), on each Distribution Date the Indenture Trustee (based on the information contained in the Servicer's Accounting delivered on the related Determination Date pursuant to SECTION 3.10 of the Pooling and Servicing Agreement) shall make the following distributions from the Collection Account (after the withdrawals, deposits and transfers specified in SECTION 4.06(B) have been made) in the following order of priority:

(d)

(i) first, to the Servicer, to the extent of the Total Available Amount, the Total Servicing Fee;

(i) second, to the Note Distribution Account, to the extent of the Total Available Amount (as such amount has been reduced by the distributions described in clause (i) above), the Aggregate Noteholders' Interest Distributable Amount;

(i) third, to the Certificate Distribution Account, to the extent of the Total Available Amount (as such amount has been reduced by the distributions described in clauses (i) and (ii) above), the Certificateholders' Interest Distributable Amount;

(i) fourth, to the Note Distribution Account, to the extent of the Total Available Amount (as such amount has been reduced by the distributions described in clauses (i), (ii) and (iii) above),

the Aggregate Noteholders' Principal Distributable Amount;

(i) fifth, to the Certificate Distribution Account, to the extent of the Total Available Amount (as such amount has been reduced by the distributions described in clauses (i) through (iv) above), the Certificateholders' Principal Distributable Amount; and

(i) sixth, to the Reserve Account, any portion of the Total Available Amount remaining after the distributions described in CLAUSES (i) through (v) above.

(c) Notwithstanding the foregoing, at any time that the Notes have not been paid in full and the principal balance of the Notes has been declared immediately due and payable following the occurrence of an Event of Default specified in SECTIONS 5.1(A), (B) OR (C) of the Indenture, then until such time as the Notes have been paid in full and the Indenture has been discharged or all Events of Default have been cured or waived as provided in SECTION 5.2(B) of the Indenture, no amounts shall be deposited in or distributed to the Certificate Distribution Account. Any such amounts otherwise distributable to the Certificate Distribution Account shall be deposited instead into the Note Distribution Account for payment of principal on the Notes.

5.7. Section RESERVE ACCOUNT .

5.8.

(c) There shall be established in the name of and maintained with the Indenture Trustee an Eligible Deposit Account known as the Capital Auto Receivables Asset Trust 1999-1 Reserve Account (the "RESERVE ACCOUNT") to include the money and other property deposited and held therein pursuant to this SECTION 4.07(A), SECTION 4.07(E) and SECTION 4.06(C). On the Closing Date, the Seller shall deposit the Reserve Account Initial Deposit into the Reserve Account. The Reserve Account shall not under any circumstances be deemed to be part of or otherwise included in the Trust.

(c) If the amount on deposit in the Reserve Account on any Distribution Date (after giving effect to all deposits therein or withdrawals therefrom on such Distribution Date) exceeds the Specified Reserve Account Balance for such Distribution Date, the Servicer shall instruct the Indenture Trustee to distribute an amount equal to any such excess to the Seller; it being understood that no such distribution from the Reserve Account shall be made to the Seller unless the amount so on deposit in the Reserve Account exceeds such Specified Reserve Account Balance.

(d)

(e) In order to provide for the payment to the Noteholders, the Certificateholders and the Servicer in accordance with SECTIONS 4.06(C) and 4.06(D), to assure availability of the amounts maintained in the Reserve Account for the benefit of the Noteholders, the

Certificateholders and the Servicer, and as security for the performance by the Seller of its obligations hereunder, the Seller on behalf of itself and its successors and assigns, hereby pledges to the Indenture Trustee and its successors and assigns, all its right, title and interest in and to the Reserve Account Property, to have and to hold all such property, rights and privileges unto the Indenture Trustee, its successors and assigns, in trust for the uses and purposes, and subject to the terms and provisions, set forth in this SECTION 4.07. The Indenture Trustee hereby acknowledges such transfer and accepts the trust hereunder and shall hold and distribute the Reserve Account Property in accordance with the terms and provisions of this Agreement.

(f)

(g) Each of the Seller and the Servicer agree to take or cause to be taken such further actions, to execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments (including, without limitation, any UCC financing statements or this Agreement) as may be determined to be necessary, in an Opinion of Counsel to the Seller delivered to the Indenture Trustee, in order to perfect the interests created by this SECTION 4.07 and otherwise fully to effectuate the purposes, terms and conditions of this SECTION 4.07. The Seller shall:

(h)

(i) promptly execute, deliver and file any financing statements, amendments, continuation statements, assignments, certificates and other documents with respect to such interests and perform all such other acts as may be necessary in order to perfect or to maintain the perfection of the Indenture Trustee's security interest; and

(i) make the necessary filings of financing statements or amendments thereto within thirty days after the occurrence of any of the following: (A) any change in their respective corporate names or any trade names, (B) any change in the location of their respective chief executive offices or principal places of business and (C) any merger or consolidation or other change in their respective identities or corporate structures; and shall promptly notify the Indenture Trustee of any such filings.

(c) If the Servicer pursuant to SECTION 5.04 determines on any Determination Date that it is required to make a Monthly Advance and does not do so from its own funds, the Servicer shall instruct the Indenture Trustee to withdraw funds from the Reserve Account and deposit them in the Collection Account to cover any shortfall. Such payment shall be deemed to have been made by the Servicer pursuant to SECTION 5.04 for purposes of making distributions pursuant to this Agreement, but shall not otherwise satisfy the Servicer's obligation to deliver the amount of the Monthly Advances, and the Servicer shall

within two Business Days replace any funds in the Reserve Account so used. The Servicer shall not be entitled to reimbursement for any such deemed Monthly Advances unless and until the Servicer shall have replaced such funds in the Reserve Account.

(d)

5.8. Section NET DEPOSITS . At any time that (i) GMAC shall be the Servicer, (ii) the Servicer shall be permitted by SECTION 5.02 to remit collections on a basis other than a daily basis, and (iii) the Servicer shall be permitted by SUBSECTION 5.01(E) to remit Payments Ahead on a basis other than on a daily basis, the Servicer, the Seller, the Indenture Trustee and the Owner Trustee may make any remittances pursuant to this ARTICLE IV net of amounts to be distributed by the applicable recipient to such remitting party. Nonetheless, each such party shall account for all of the above described remittances and distributions as if the amounts were deposited and/or transferred separately.

5.7. Section STATEMENTS TO SECURITYHOLDERS .

5.8.

(c) On each Distribution Date, the Owner Trustee shall (except as otherwise provided in the Trust Agreement) deliver to each Certificateholder, and the Indenture Trustee shall include with each distribution to each Noteholder, a statement (which statement shall also be provided to the Rating Agencies) prepared by the Servicer based on information in the Servicer's Accounting furnished pursuant to SECTION 3.10 of the Pooling and Servicing Agreement. Each such statement to be delivered to Certificateholders and Noteholders, respectively, shall set forth the following information concerning the Certificates or the Notes, as appropriate, with respect to such Distribution Date or the preceding Monthly Period:

(i) the amount of such distribution allocable to principal of each class of the Notes and to the Certificate Balance;

(i) the amount of the distribution, if any, allocable to interest on or with respect to each class of securities;

(i) the Aggregate Principal Balance as of the close of business on the last day of such Monthly Period, the Aggregate Discounted Principal Balance as of the close of business on the last day of the second Monthly Period preceding such Distribution Date (or, for the first Distribution Date, the Initial Aggregate Discounted Principal Balance) and the Principal Distributable Amount for such Distribution Date;

(i) the Note Principal Balance for each class of Notes, the Aggregate Note Principal Balance, the Certificate Balance, the Note Pool Factor for each class of Notes and the Certificate Pool Factor, each as of such Distribution Date after giving effect to all payments described under clause (i) above;

- (i) the amount of the Noteholders' Interest Carryover Shortfall, the Noteholders' Principal Carryover Shortfall, the Certificateholders' Interest Carryover Shortfall, and the Certificateholders' Principal Carryover Shortfall, if any, and the change in each of such amounts from the preceding Distribution Date;
- (i) the aggregate amount in the Payment Ahead Servicing Account or on deposit with the Servicer as Payments Ahead and the change in such amount from the previous Distribution Date;
- (i) the amount of Outstanding Monthly Advances on such Distribution Date;
- (i) the amount of the Total Servicing Fee paid to the Servicer with respect to the related Monthly Period;
- (i) the amount, if any, distributed to Noteholders and Certificateholders from amounts on deposit in the Reserve Account; and
- (i) the balance of the Reserve Account on such Distribution Date (after giving effect to changes therein on such Distribution Date).

Each amount set forth pursuant to CLAUSES (I), (II), (V), (VIII) and (IX) above shall be expressed as a dollar amount per \$1,000 of initial principal amount of the Notes or of the Certificate Balance, as applicable.

- (c) Within the prescribed period of time for tax reporting purposes after the end of each calendar year during the term of this Agreement, the Indenture Trustee and the Owner Trustee shall mail, to each Person who at any time during such calendar year shall have been a holder of Notes or Certificates, respectively, and received any payments thereon, a statement containing such information as may be required by the Code and applicable Treasury Regulations to enable such securityholder to prepare its federal income tax returns.
- (d)

ARTICLE V
 CERTIFICATEHOLDER AND NOTEHOLDER STATEMENTS AND ACCOUNTS;
 COLLECTIONS, DEPOSITS AND INVESTMENTS; ADVANCES

5.7. Section ESTABLISHMENT OF ACCOUNTS .

5.8.

- (i) The Servicer, for the benefit of the Noteholders and the Certificateholders, shall establish and maintain in the name of the Indenture Trustee an Eligible Deposit Account known as the

Capital Auto Receivables Asset Trust 1999-1 Collection Account (the "COLLECTION ACCOUNT"), bearing an additional designation clearly indicating that the funds deposited therein are held for the benefit of the Noteholders and the Certificateholders.

- (i) The Servicer, for the benefit of the Noteholders, shall establish and maintain in the name of the Indenture Trustee an Eligible Deposit Account known as the Capital Auto Receivables Asset Trust 1999-1 Note Distribution Account (the "NOTE DISTRIBUTION ACCOUNT"), bearing an additional designation clearly indicating that the funds deposited therein are held for the benefit of the Noteholders.
- (i) If and as required pursuant to the Trust Agreement, the Servicer, for the benefit of the Certificateholders, shall establish and maintain at Bankers Trust Company in the name of the Issuer an Eligible Deposit Account known as the Capital Auto Receivables Asset Trust 1999-1 Certificate Distribution Account (the "CERTIFICATE DISTRIBUTION ACCOUNT") bearing an additional designation clearly indicating that the funds deposited therein are held for the benefit of the Certificateholders.
- (i) The Servicer, for the benefit of the Obligors, shall establish and maintain in the name of the Indenture Trustee an account known as the Capital Auto Receivables Asset Trust 1999-1 Payment Ahead Servicing Account (the "PAYMENT AHEAD SERVICING ACCOUNT"). The Payment Ahead Servicing Account shall not be property of the Issuer.
- (i) Each of the Designated Accounts and the Payment Ahead Servicing Account shall be initially established with the Indenture Trustee and shall be maintained with the Indenture Trustee so long as (A) the short-term unsecured debt obligations of the Indenture Trustee have the Required Deposit Rating or (B) each of the Designated Accounts are maintained in the corporate trust department of the Indenture Trustee. All amounts held in such accounts (including amounts, if any, which the Servicer is required to remit daily to the Collection Account pursuant to SECTION 5.02) shall, to the extent permitted by applicable laws, rules and regulations, be invested, at the written direction of the Servicer, by such bank or trust company in Eligible Investments. Such written direction shall constitute certification by the Servicer that any such investment is authorized by this SECTION 5.01. Funds deposited in the Reserve Account shall be invested in Eligible Investments which mature prior to the next Distribution Date except, and then only to the extent, as shall be otherwise permitted by the Rating Agencies. Investments in Eligible Investments shall be made in the name of the Indenture Trustee or its nominee, and such investments shall

not be sold or disposed of prior to their maturity; PROVIDED, HOWEVER, that Notes held in the Reserve Account may be sold or disposed of prior to their maturity so long as (x) the Servicer directs the Indenture Trustee to make such sale or disposition, (y) the Indenture Trustee gives reasonable prior notice of such disposition to the Administrator and (z) such Notes are sold at a price equal to or greater than the unpaid principal balance thereof if, following such sale, the amount on deposit in the Reserve Account would be less than the Specified Reserve Account Balance. Should the short-term unsecured debt obligations of the Indenture Trustee (or any other bank or trust company with which the Designated Accounts or Payment Ahead Servicing Account are maintained) no longer have the Required Deposit Rating, then the Servicer shall within 10 Business Days (or such longer period, not to exceed 30 calendar days, as to which each Rating Agency shall consent), with the Indenture Trustee's assistance as necessary, cause the Designated Accounts and the Payment Ahead Servicing Account (A) to be moved to a bank or trust company, the short-term unsecured debt obligations of which shall have the Required Deposit Rating, or (B) with respect to the Designated Accounts, to be moved to the corporate trust department of the Indenture Trustee. Investment Earnings on funds deposited in the Designated Accounts and the Payment Ahead Servicing Account shall be payable to the Servicer. The Indenture Trustee or the other Person holding the Designated Accounts as provided in this SECTION 5.01(B)(I) shall be the "SECURITIES INTERMEDIARY." If the Securities Intermediary shall be a Person other than the Indenture Trustee, the Servicer shall obtain the express agreement of such Person to the obligations of the Securities Intermediary set forth in this SECTION 5.01 and an Opinion of Counsel that such Person can perform such Obligations.

(ii)

(iii) With respect to the Designated Account Property, the Indenture Trustee agrees, by its acceptance hereof, that:

(A) Any Designated Account Property that is held in deposit accounts shall be held solely in Eligible Deposit Accounts. The Designated Accounts are accounts to which Financial Assets will be credited.

(A) All securities or other property underlying any Financial Assets credited to the Designated Accounts shall be registered in the name of the Securities Intermediary, indorsed to the Securities Intermediary or in blank or credited to another securities account maintained in the name of the Securities Intermediary and in no case will any Financial Asset credited to any of the Designated Accounts be registered in the name of the Issuer, the Servicer or the Seller, payable to the order of the Issuer, the Servicer or the Seller or specially indorsed to the Issuer, the

Servicer or the Seller except to the extent the foregoing have been specially indorsed to the Securities Intermediary or in blank.

- (A) All property delivered to the Securities Intermediary pursuant to this Agreement will be credited upon receipt of such property to the appropriate Designated Account.
- (A) Each item of property (whether investments, investment property, Financial Asset, security, instrument or cash) credited to a Designated Account shall be treated as a "financial asset" within the meaning of Section 8-102(a)(9) of the New York UCC.
- (A) If at any time the Securities Intermediary shall receive any order from the Indenture Trustee directing transfer or redemption of any Financial Asset relating to the Designated Accounts, the Securities Intermediary shall comply with such order without further consent by the Trust, the Servicer, the Seller or any other Person.
- (A) The Designated Accounts shall be governed by the laws of the State of New York, regardless of any provision in any other agreement. For purposes of the UCC, New York shall be deemed to be the Securities Intermediary's jurisdiction and the Designated Accounts (as well as the Security Entitlements related thereto) shall be governed by the laws of the State of New York.
- (A) The Securities Intermediary has not entered into, and until the termination of this Agreement will not enter into, any agreement with any other Person relating to the Designated Accounts and/or any Financial Assets or other property credited thereto pursuant to which it has agreed to comply with entitlement orders (as defined in Section 8-102(a)(8) of the New York UCC) of such other Person and the Securities Intermediary has not entered into, and until the termination of this Agreement will not enter into, any agreement with the Issuer, the Seller, the Servicer or the Indenture Trustee purporting to limit or condition the obligation of the Securities Intermediary to comply with entitlement orders as set forth in SECTION 5.01(B)(II)(E) hereof.
- (A) Except for the claims and interest of the Indenture Trustee in the Designated Accounts, the Securities Intermediary has no knowledge of claims to, or interests in, the Designated Accounts or in any Financial Asset credited thereto. If any other Person asserts any Lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Designated Accounts or in any Financial Asset carried therein, the Securities Intermediary will promptly notify the Indenture Trustee, the Servicer and the

Issuer thereof.

- (A) The Securities Intermediary will promptly send copies of all statements, confirmations and other correspondence concerning the Designated Accounts and/or any Designated Account Property simultaneously to each of the Servicer and the Indenture Trustee, at the addresses set forth in APPENDIX B to this Agreement.

- (A) The Indenture Trustee shall maintain each item of Designated Account Property in the particular Designated Account to which such item originated and shall not commingle items from different Designated Accounts.
 - (i) The Servicer shall have the power, revocable by the Indenture Trustee (or by the Owner Trustee with the consent of the Indenture Trustee) to instruct the Indenture Trustee to make withdrawals and payments from the Designated Accounts for the purpose of permitting the Servicer or the Owner Trustee to carry out its respective duties hereunder or permitting the Indenture Trustee to carry out its duties under the Indenture.

 - (i) The Indenture Trustee shall possess all right, title and interest in and to all funds on deposit from time to time in the Designated Accounts and in all proceeds thereof (except Investment Earnings). Except as otherwise provided herein or in the Indenture, the Designated Accounts shall be under the exclusive dominion and control of the Indenture Trustee for the benefit of the Securityholders and the Indenture Trustee shall have sole signature power and authority with respect thereto.

 - (i) The Servicer shall not direct the Indenture Trustee to make any investment of any funds or to sell any investment held in any of the Designated Accounts unless the security interest granted and perfected in such account shall continue to be perfected in such investment or the proceeds of such sale, in either case without any further action by any Person, and, in connection with any direction to the Indenture Trustee to make any such investment or sale, if requested by the Indenture Trustee, the Servicer shall deliver to the Indenture Trustee an Opinion of Counsel, acceptable to the Indenture Trustee, to such effect.

- (b) Pursuant to the Trust Agreement, the Issuer shall possess all right, title and interest in and to all funds on deposit from time to time in the Certificate Distribution Account and in all proceeds thereof (except Investment Earnings). Except as otherwise provided herein or in the Trust Agreement, the Certificate Distribution Account shall be

under the sole dominion and control of the Owner Trustee for the benefit of the Certificateholders. If, at any time, the Certificate Distribution Account ceases to be an Eligible Deposit Account, the Owner Trustee (or the Seller on behalf of the Owner Trustee, if the Certificate Distribution Account is not then held by the Owner Trustee or an Affiliate thereof) shall within 10 Business Days (or such longer period, not to exceed 30 calendar days, as to which each Rating Agency may consent) establish a new Certificate Distribution Account as an Eligible Deposit Account and shall transfer any cash and/or any investments to such new Certificate Distribution Account.

(c)

(d) The Indenture Trustee, the Owner Trustee, the Securities Intermediary and each other Eligible Deposit Institution with whom a Designated Account or the Certificate Distribution Account is maintained waives any right of set-off, counterclaim, security interest or bankers' lien to which it might otherwise be entitled.

(e)

(f) At any time that each Monthly Remittance Condition is satisfied, then (x) Payments Ahead need not be remitted to and deposited in the Payment Ahead Servicing Account but instead may be remitted to and held by the Servicer and (y) the Servicer shall not be required to segregate or otherwise hold separate any Payments Ahead, but the Servicer shall be required to remit Applied Payments Ahead to the Collection Account in accordance with SECTION 4.06(B)(II). The Servicer shall promptly notify the Indenture Trustee if any Monthly Remittance Condition ceases to be satisfied such that the Payments Ahead will not be remitted in accordance with the prior sentence. Commencing with the first day of the first Monthly Period that begins at least two Business Days after the day on which any Monthly Remittance Condition ceases to be satisfied, the Servicer shall deposit in the Payment Ahead Servicing Account the amount of any Payments Ahead then held by it, and thereafter, for so long as a Monthly Remittance Condition continues to be unsatisfied, the Servicer shall deposit any additional Payments Ahead in the Payments Ahead Servicing Account within two Business Days after receipt thereof. Notwithstanding the foregoing, if a Monthly Remittance Condition is unsatisfied the Servicer may utilize, with respect to the Payments Ahead, an alternative remittance schedule (which may include a remittance schedule utilized by the Servicer at a time when the Monthly Remittance Conditions were satisfied), if the Servicer provides to the Indenture Trustee written confirmation from the Rating Agencies that such alternative remittance schedule will not result in the downgrading or withdrawal by the Rating Agencies of the ratings then assigned to the Notes and the Certificates. Neither the Indenture Trustee nor the Owner Trustee shall be deemed to have knowledge of any Servicer Default unless such trustee has received notice of such event or circumstance from the other trustee, the Seller or the Servicer in an officer's certificate or from Certificateholders whose Certificates evidence not less than 25% of the Voting Interests as of the close of the preceding Distribution Date or from Noteholders whose Notes evidence not less than 25% of the Outstanding Amount of the Notes as

of the close of the preceding Distribution Date or unless a Responsible Officer in the Corporate Trust Office of the Indenture Trustee with knowledge hereof and familiarity herewith has actual knowledge of such event or circumstance.

(g)

1.8. Section COLLECTIONS . If a Monthly Remittance Condition is not satisfied, commencing with the first day of the first Monthly Period that begins at least two Business Days after the day on which any Monthly Remittance Condition ceases to be satisfied, the Servicer shall remit to the Collection Account all payments by or on behalf of the Obligors (including Payments Ahead in accordance with SECTION 5.01(E)) on the Receivables and all Liquidation Proceeds within two Business Days after receipt thereof. Notwithstanding the foregoing, if a Monthly Remittance Condition is unsatisfied, the Servicer may utilize an alternative remittance schedule (which may include a remittance schedule utilized by the Servicer at a time when the Monthly Remittance Conditions were satisfied), if the Servicer provides to the Indenture Trustee written confirmation from the Rating Agencies that such alternative remittance schedule will not result in the downgrading or withdrawal by the Rating Agencies of the ratings then assigned to the Notes or the Certificates. At all times when all Monthly Remittance Conditions are satisfied, the Servicer (i) shall not be required to segregate or otherwise hold separate any Payments Ahead remitted to the Servicer and (ii) shall remit collections received during a Monthly Period to the Collection Account in immediately available funds on the related Distribution Date

1.9.

1.10. Section INVESTMENT EARNINGS AND SUPPLEMENTAL SERVICING FEES . The Servicer shall be entitled to receive all Investment Earnings and Supplemental Servicing Fees when and as paid without any obligation to the Owner Trustee, the Indenture Trustee or the Seller in respect thereof. The Servicer will have no obligation to deposit any such amount in any account established hereunder. To the extent that any such amount shall be held in any account held by the Indenture Trustee or the Owner Trustee, or otherwise established hereunder, such amount will be withdrawn therefrom and paid to the Servicer upon presentation of a certificate signed by a Responsible Officer of the Servicer setting forth, in reasonable detail, the amount of such Investment Earnings or Supplemental Servicing Fees.

6.2. Section MONTHLY ADVANCES .

6.3.

(b) Subject to the following sentence, as of the last day of each Monthly Period, with respect to each Scheduled Interest Receivable (other than an Administrative Receivable or a Warranty Receivable), if there is a shortfall in the Scheduled Payment remaining after application of the Deferred Prepayment pursuant to the last sentence of SUBSECTION 3.11(A) of the Pooling and Servicing Agreement, the Servicer shall advance an amount equal to such shortfall (such amount, a "SCHEDULED INTEREST ADVANCE"). The Servicer shall be obligated to make a Scheduled Interest Advance in respect of a Scheduled Interest Receivable only to the extent that the Servicer, in its sole

discretion, shall determine that such advance shall be recoverable from subsequent collections or recoveries on any Receivable. The Servicer shall be reimbursed for Outstanding Scheduled Interest Advances with respect to a Receivable from the following sources with respect to such Receivable, in each case as set forth in the Pooling and Servicing Agreement: (i) subsequent payments by or on behalf of the Obligor, (ii) collections of Liquidation Proceeds, and (iii) the Warranty Payment. At such time as the Servicer shall determine that any Outstanding Scheduled Interest Advances with respect to any Scheduled Interest Receivable shall not be recoverable from payments with respect to such Receivable, the Servicer shall be reimbursed from any collections made on other Receivables held by the Issuer.

(b) As of the last day of each Monthly Period, the Servicer shall advance an amount equal to the excess, if any, of (i) the amount of interest that would be due during such Monthly Period on all Simple Interest Receivables held by the Issuer (assuming that the payment on each such Receivable was received on its respective due date) over (ii) all payments received during such Monthly Period on all Simple Interest Receivables held by the Issuer to the extent allocable to interest (such excess, a "SIMPLE INTEREST ADVANCE"). In addition, Liquidation Proceeds with respect to a Simple Interest Receivable allocable to accrued and unpaid interest thereon (but not including interest for the then current Monthly Period) shall be paid to the Servicer but only to the extent of any Outstanding Simple Interest Advances. The Servicer shall not make any advance with respect to principal of any Simple Interest Receivable. Excess Simple Interest Collections shall be paid to the Servicer as provided in SECTION 3.11(B) of the Pooling and Servicing Agreement.

(c)

6.3. Section ADDITIONAL DEPOSITS . The Servicer shall deposit in the Collection Account the aggregate Monthly Advances pursuant to SECTIONS 5.04(A) AND (B) and the aggregate amounts to be paid to the Issuer pursuant to SECTION 3.03 of the Pooling and Servicing Agreement. The Servicer and the Seller shall deposit in the Collection Account the aggregate Administrative Purchase Payments and Warranty Payments with respect to Administrative Receivables and Warranty Receivables, respectively. All such deposits with respect to a Monthly Period shall be made in immediately available funds on the Distribution Date related to such Monthly Period.

6.4.

ARTICLE VI LIABILITIES OF SERVICER AND OTHERS

6.2. Section LIABILITY OF SERVICER; INDEMNITIES .

6.3.

(b) The Servicer shall be liable in accordance with this Agreement only to

the extent of the obligations in this Agreement and the Pooling and Servicing Agreement specifically undertaken by the Servicer. Such obligations shall include the following:

- (i) The Servicer shall defend, indemnify and hold harmless the Indenture Trustee, the Owner Trustee, the Issuer, the Noteholders and the Certificateholders from and against any and all costs, expenses, losses, damages, claims and liabilities arising out of or resulting from the use, ownership or operation by the Servicer or any affiliate thereof of any Financed Vehicle;
- (i) The Servicer shall indemnify, defend and hold harmless the Indenture Trustee, the Owner Trustee and the Issuer from and against any taxes that may at any time be asserted against any such Person with respect to the transactions contemplated in this Agreement, including, without limitation, any sales, gross receipts, general corporation, tangible personal property, privilege or license taxes (but not including any taxes asserted with respect to, and as of the date of, the sale of the Receivables to the Issuer or the issuance and original sale of the Notes and the Certificates, or asserted with respect to ownership of the Receivables, or federal or other income taxes arising out of distributions on the Notes or the Certificates, or any fees or other compensation payable to any such Person) and costs and expenses in defending against the same;
- (i) The Servicer shall indemnify, defend and hold harmless the Indenture Trustee, the Owner Trustee, the Issuer, the Noteholders and the Certificateholders from and against any and all costs, expenses, losses, claims, damages, and liabilities to the extent that such cost, expense, loss, claim, damage, or liability arose out of, or was imposed upon the Indenture Trustee, the Owner Trustee, the Issuer, the Noteholders or the Certificateholders through the negligence, willful misfeasance or bad faith of the Servicer in the performance of its duties under this Agreement, the Pooling and Servicing Agreement, the Indenture or the Trust Agreement or any other Basic Document or by reason of reckless disregard of its obligations and duties under this Agreement, the Pooling and Servicing Agreement, the Indenture or the Trust Agreement; and
- (i) The Servicer shall indemnify, defend and hold harmless the Indenture Trustee and the Owner Trustee, and their respective agents and servants, from and against all costs, expenses, losses, claims, damages and liabilities arising out of or incurred in connection with (x) in the case of the Owner Trustee,

the Indenture Trustee's performance of its duties under the Indenture or any other Basic Document, (y) in the case of the

Indenture Trustee, the Owner Trustee's performance of its duties under the Trust Agreement or (z) the acceptance, administration or performance by, or action or inaction of, the Indenture Trustee or the Owner Trustee, as applicable, of the trusts and duties contained in this Agreement, the Basic Documents, the Indenture (in the case of the Indenture Trustee), including the administration of the Trust Estate, and the Trust Agreement (in case of the Owner Trustee), including the administration of the Owner Trust Estate, except in each case to the extent that such cost, expense, loss, claim, damage or liability: (A) is due to the willful misfeasance, bad faith or negligence (except for errors in judgment) of the Person indemnified, (B) to the extent otherwise payable to the Indenture Trustee, arises from the Indenture Trustee's breach of any of its representations or warranties in SECTION 6.13 of the Indenture, (C) to the extent otherwise payable to the Owner Trustee, arises from the Owner Trustee's breach of any of its representations or warranties set forth in SECTION 6.6 of the Trust Agreement, or (D) shall arise out of or be incurred in connection with the performance by the Indenture Trustee of the duties of successor Servicer hereunder.

- (b) Indemnification under this SECTION 6.01 shall include, without limitation, reasonable fees and expenses of counsel and expenses of litigation. If the Servicer has made any indemnity payments pursuant to this SECTION 6.01 and the recipient thereafter collects any of such amounts from others, the recipient shall promptly repay such amounts collected to the Servicer, without interest.
- (c)

6.3. Section MERGER OR CONSOLIDATION OF, OR ASSUMPTION OF THE OBLIGATIONS OF, THE SERVICER . Any corporation or other entity (a) into which the Servicer may be merged or consolidated, (b) resulting from any merger, conversion or consolidation to which the Servicer shall be a party, (c) succeeding to the business of the Servicer, or (d) more than 50% of the voting stock (or, if not a corporation, other voting interests) of which is owned directly or indirectly by General Motors and which is otherwise servicing the Seller's receivables, which corporation in any of the foregoing cases executes an agreement of assumption to perform every obligation of the Servicer under this Agreement and the Pooling and Servicing Agreement, shall be the successor to the Servicer under this Agreement and the Pooling and Servicing Agreement without the execution or filing of any paper or any further act on the part of any of the parties to this Agreement, anything in this Agreement or in the Pooling and Servicing Agreement to the contrary notwithstanding. The Servicer shall provide notice of any merger, consolidation or succession pursuant to this SECTION 6.02 to the Rating Agencies.

6.2. Section LIMITATION ON LIABILITY OF SERVICER AND OTHERS .
6.3.

- (b) Neither the Servicer nor any of the directors or officers or employees

or agents of the Servicer shall be under any liability to the Issuer, the Noteholders or the Certificateholders, except as specifically provided in this Agreement and in the Pooling and Servicing Agreement, for any action taken or for refraining from the taking of any action pursuant to this Agreement, the Pooling and Servicing Agreement, the Indenture or the Trust Agreement or for errors in judgment; PROVIDED, HOWEVER, that this provision shall not protect the Servicer or any such Person against any liability that would otherwise be imposed by reason of willful misfeasance, bad faith or negligence (except errors in judgment) in the performance of duties or by reason of reckless disregard of obligations and duties under this Agreement, the Pooling and Servicing Agreement, the Indenture or the Trust Agreement. The Servicer and any director, officer or employee or agent of the Servicer may rely in good faith on the advice of counsel or on any document of any kind prima facie properly executed and submitted by any Person respecting any matters arising under this Agreement or the Pooling and Servicing Agreement.

- (b) The Servicer and any director or officer or employee or agent of the Servicer shall be reimbursed by the Indenture Trustee or the Owner Trustee, as applicable, for any contractual damages, liability or expense (including, without limitation, any obligation of the Servicer to the Indenture Trustee or the Owner Trustee, as applicable, pursuant to SUBSECTION 6.01(A)(IV)(X) OR (Y)) incurred by reason of such trustee's willful misfeasance, bad faith or gross negligence (except errors in judgment) in the performance of such trustee's duties under this Agreement, the Indenture or the Trust Agreement or by reason of reckless disregard of its obligations and duties under this Agreement.
- (c)
- (d) Except as provided in this Agreement or in the Pooling and Servicing Agreement, the Servicer shall not be under any obligation to appear in, prosecute or defend any legal action that is not incidental to its duties to service the Receivables in accordance with this Agreement and the Pooling and Servicing Agreement and that in its opinion may involve it in any expense or liability; PROVIDED, HOWEVER, that the Servicer may undertake any reasonable action that it may deem necessary or desirable in respect of this Agreement or the Pooling and Servicing Agreement and the rights and duties of the parties to this Agreement or the Pooling and Servicing Agreement and the interests of the Noteholders and the Certificateholders under this Agreement and the Pooling and Servicing Agreement, the interests of the Noteholders under the Indenture and the interests of the Certificateholders under the Trust Agreement. In such event, the legal expenses and costs for such action and any liability resulting therefrom shall be expenses, costs and liabilities of the Trust and the Servicer shall be entitled to be reimbursed therefor.
- (e)
- (f) The Applicable Trustee shall distribute out of the Collection Account on a Distribution Date any amounts permitted for reimbursement pursuant to SUBSECTION 6.03(C) not therefor reimbursed; PROVIDED, HOWEVER, that the Applicable Trustee shall not distribute such amounts

if the amount on deposit in the Reserve Account (after giving effect to all deposits and withdrawals pursuant to SECTIONS 4.06(B) AND (C) and SECTION 4.07(E), on such Distribution Date) is greater than zero but less than the Specified Reserve Account Balance for such Distribution Date.

(g)

6.3. Section DELEGATION OF DUTIES . So long as GMAC acts as Servicer, the Servicer may, at any time without notice or consent, delegate any duties under this Agreement or under the Pooling and Servicing Agreement to any corporation or other Person more than 50% of the voting stock (or, if not a corporation, other voting interests) of which is owned, directly or indirectly, by General Motors. The Servicer may at any time perform specific duties as Servicer through sub-contractors who are in the business of servicing automotive receivables; PROVIDED, HOWEVER, that no such delegation shall relieve the Servicer of its responsibility with respect to such duties.

6.4.

6.5. Section SERVICER NOT TO RESIGN . Subject to the provisions of SECTION 7.02, the Servicer shall not resign from the obligations and duties imposed on it by this Agreement and the Pooling and Servicing Agreement as Servicer except upon determination that the performance of its duties under this Agreement or under the Pooling and Servicing Agreement, as the case may be, is no longer permissible under applicable law. Any such determination permitting the resignation of the Servicer shall be evidenced by an Opinion of Counsel to such effect delivered to the Indenture Trustee and the Owner Trustee. No such resignation shall become effective until the Indenture Trustee or a successor Servicer shall have assumed the responsibilities and obligations of the Servicer in accordance with SECTION 7.02.

6.6.

ARTICLE VII DEFAULT

6.2. Section SERVICER DEFAULTS . Each of the following shall constitute a "SERVICER DEFAULT":

- (b) any failure by the Servicer to deliver to the Indenture Trustee for deposit in any of the Designated Accounts or to the Owner Trustee for deposit in the Certificate Distribution Account any required payment or to direct the Indenture Trustee to make any required distributions therefrom, which failure continues unremedied for a period of five Business Days after written notice is received by the Servicer from the Indenture Trustee or the Owner Trustee or after discovery of such failure by an officer of the Servicer;
- (c)
- (d) failure on the part of the Seller or the Servicer to duly observe or perform in any material respect any other covenants or agreements of the Seller or the Servicer set forth in this Agreement, the Pooling and Servicing Agreement, the Indenture or the Trust Agreement which failure (i) materially and adversely affects the rights of Noteholders

or Certificateholders, and (ii) continues unremedied for a period of 90 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Seller or the Servicer, as applicable, by the Indenture Trustee or the Owner Trustee, or to the Seller or the Servicer, as applicable, and to the Indenture Trustee or the Owner Trustee by Noteholders whose Notes evidence not less than 25% of the Outstanding Amount of the Notes as of the close of the preceding Distribution Date or by Certificateholders whose Certificates evidence not less than 25% of the Voting Interests as of the close of the preceding Distribution Date;

(e)

(f) the entry of a decree or order by a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator, receiver or liquidator for the Seller or the Servicer, in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding up or liquidation of their respective affairs, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days; or

(g)

(h) the consent by the Seller or the Servicer to the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities, or similar proceedings of or relating to the Seller or the Servicer or of or relating to substantially all of their respective property; or the Seller or the Servicer shall admit in writing its inability to pay its debts generally as they become due, file a petition to take advantage of any applicable insolvency or reorganization statute, make an assignment for the benefit of its creditors or voluntarily suspend payment of its obligations.

(i)

6.3. Section CONSEQUENCES OF A SERVICER DEFAULT . If a Servicer Default shall occur and be continuing, either the Indenture Trustee or the Noteholders whose Notes evidence not less than a majority of the Outstanding Amount of the Notes as of the close of the preceding Distribution Date (or, if the Notes have been paid in full and the Indenture has been discharged in accordance with its terms, by the Owner Trustee or Certificateholders whose Certificates evidence not less than a majority of the Voting Interests as of the close of the preceding Distribution Date) by notice then given in writing to the Servicer and the Owner Trustee (and to the Indenture Trustee if given by the Noteholders or the Certificateholders) may terminate all of the rights and obligations of the Servicer under this Agreement and the Pooling and Servicing Agreement. On or after the receipt by the Servicer of such written notice, all authority and power of the Servicer under this Agreement and the Pooling and Servicing Agreement, whether with respect to the Notes, the Certificates or the Receivables or otherwise, shall pass to and be vested in the Indenture Trustee

pursuant to and under this SECTION 7.02. The Indenture Trustee is hereby authorized and empowered to execute and deliver, on behalf of the Servicer, as attorney-in-fact or otherwise, any and all documents and other instruments, and to do or accomplish all other acts or things necessary or appropriate to effect the purposes of such notice of termination, whether to complete the transfer and endorsement of the Receivables and related documents, or otherwise. The Servicer agrees to cooperate with the Indenture Trustee and the Owner Trustee in effecting the termination of the responsibilities and rights of the Servicer under this Agreement and the Pooling and Servicing Agreement, including, without limitation, the transfer to the Indenture Trustee or the Owner Trustee for administration by it of all cash amounts that shall at the time be held by the Servicer for deposit, or that shall have been deposited by the Servicer in the Collection Account, the Note Distribution Account, the Certificate Distribution Account or the Payment Ahead Servicing Account or thereafter received with respect to the Receivables and all Payments Ahead that shall at that time be held by the Servicer. In addition to any other amounts that are then payable to the Servicer under this Agreement, the Servicer shall be entitled to receive from the successor Servicer reimbursements for any Outstanding Monthly Advances made during the period prior to the notice pursuant to this SECTION 7.02 which terminates the obligation and rights of the Servicer under this Agreement.

6.4.

6.5. Section INDENTURE TRUSTEE TO ACT; APPOINTMENT OF SUCCESSOR . On and after the time the Servicer receives a notice of termination pursuant to SECTION 7.02, the Indenture Trustee shall be the successor in all respects to the Servicer in its capacity as servicer under this Agreement and the Pooling and Servicing Agreement and the transactions set forth or provided for in this Agreement and the Pooling and Servicing Agreement, and shall be subject to all the responsibilities, restrictions, duties and liabilities relating thereto placed on the Servicer by the terms and provisions of this Agreement and the Pooling and Servicing Agreement. As compensation therefor, the Indenture Trustee shall be entitled to such compensation (whether payable out of the Collection Account or otherwise) as the Servicer would have been entitled to under this Agreement if no such notice of termination had been given including, but not limited to, the Total Servicing Fee, Investment Earnings and Supplemental Servicing Fees. Notwithstanding the above, the Indenture Trustee may, if it shall be unwilling so to act, or shall, if it is legally unable so to act, appoint, or petition a court of competent jurisdiction to appoint, a successor (i) having a net worth of not less than \$100,000,000, (ii) a long-term unsecured debt rating from Moody's Investors Service, Inc. of at least Baa3 (unless such requirement is expressly waived by Moody's Investors Service, Inc.) and (iii) whose regular business includes the servicing of automotive receivables, as the successor to the Servicer under this Agreement and the Pooling and Servicing Agreement in the assumption of all or any part of the responsibilities, duties or liabilities of the Servicer under this Agreement and the Pooling and Servicing Agreement. In connection with such appointment and assumption, the Indenture Trustee may make such arrangements for the compensation of such successor out of payments on Receivables as it and such successor shall agree; PROVIDED, HOWEVER, that no such compensation shall be in excess of that permitted the Servicer under this

Agreement and the Pooling and Servicing Agreement. The Indenture Trustee and such successor shall take such action, consistent with this Agreement and the Pooling and Servicing Agreement, as shall be necessary to effectuate any such succession.

6.6.

6.7. Section NOTIFICATION TO NOTEHOLDERS AND CERTIFICATEHOLDERS . Upon any termination of, or appointment of a successor to, the Servicer pursuant to this ARTICLE VII, the Indenture Trustee shall give prompt written notice thereof to the Noteholders and the Rating Agencies and the Owner Trustee shall give prompt written notice thereof to the Certificateholders.

6.8.

6.9. Section WAIVER OF PAST DEFAULTS . Noteholders whose Notes evidence not less than a majority of the Outstanding Amount of the Notes as of the close of the preceding Distribution Date (or, if all of the Notes have been paid in full and the Indenture has been discharged in accordance with its terms, Certificateholders whose Certificates evidence not less than a majority of the Voting Interests as of the close of the preceding Distribution Date) may, on behalf of all Noteholders and Certificateholders, waive any default by the Servicer in the performance of its obligations hereunder and its consequences, except a default in making any required deposits to or payments from any of the accounts in accordance with this Agreement. Upon any such waiver of a past default, such default shall cease to exist, and any Servicer Default arising therefrom shall be deemed to have been remedied for every purpose of this Agreement and the Pooling and Servicing Agreement. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

6.10.

6.11. Section REPAYMENT OF ADVANCES . If the identity of the Servicer shall change, the predecessor Servicer shall be entitled to receive, to the extent of available funds, reimbursement for Outstanding Monthly Advances pursuant to SECTION 5.04 in the manner specified in SECTION 4.06, with respect to all Monthly Advances made by such predecessor Servicer.

6.12.

ARTICLE VIII TERMINATION

6.2. Section OPTIONAL PURCHASE OF ALL RECEIVABLES; INSOLVENCY OF SELLER; TERMINATION OF TRUST .

- (b) The Servicer shall have the option to purchase the assets of the Trust (other than the Designated Accounts and the Certificate Account) as of any date (the "OPTIONAL PURCHASE DATE") which is the last day of any Monthly Period as of which the Aggregate Principal Balance is 10% or less of the Aggregate Amount Financed. To exercise such option, the Servicer shall (i) furnish to the Issuer and the Indenture Trustee notice of its intention to exercise such option and of the Optional Purchase Date (such notice to be furnished not later than 25 days prior to the Distribution Date related to such Optional Purchase Date)

and (ii) deposit in the Collection Account an amount equal to the aggregate Administrative Purchase Payments for the Receivables (including Liquidating Receivables), plus the appraised value of any other property held by the Trust (less the Liquidation Expenses to be incurred in connection with the recovery thereof), provided, that such amount (when added to any funds then on deposit in the Designated Accounts and the Certificate Distribution Account) must be at least equal to the aggregate Redemption Price of the outstanding Notes to be redeemed and the Certificate Balance plus accrued and unpaid interest on all Certificates to be retired early with such proceeds on the Distribution Date related to the Monthly Period in which such option is exercised. Such appraised value shall be determined by an appraiser mutually satisfactory to the Servicer, the Owner Trustee and the Indenture Trustee. The Servicer shall make such deposit in immediately available funds on the Distribution Date related to the Optional Purchase Date, except that if any Monthly Remittance Condition is not satisfied on the Optional Purchase Date, such deposit shall instead be made on the Optional Purchase Date. Upon the making of such deposit, the Servicer shall succeed to all interests in and to the Trust (other than the Designated Accounts and the Certificate Account).

- (b) Upon any sale or other disposition of the assets of the Trust pursuant to ARTICLE V of the Indenture (an "EVENT OF DEFAULT SALE"), the Servicer shall instruct the Applicable Trustee to deposit into the Collection Account from the proceeds of such disposition the amount specified in clause SECOND of SECTION 5.4(B) of the Indenture (the

"EVENT OF DEFAULT PROCEEDS"). On the Distribution Date on which the Event of Default Proceeds are deposited in the Collection Account (or, if such proceeds are not so deposited on a Distribution Date, on the Distribution Date immediately following such deposit), the Servicer shall instruct the Applicable Trustee to make the following deposits (after the application on such Distribution Date of the Available Principal and the Available Interest and funds on deposit in the Reserve Account pursuant to SECTIONS 4.06 AND 4.07) from the Event of Default Proceeds and any funds remaining on deposit in the Reserve Account (including the proceeds of any sale of investments therein as described in the following sentence) in the following priority:

- (c)
- (i) to the Note Distribution Account, any portion of the Aggregate Noteholders' Interest Distributable Amount not otherwise deposited into the Note Distribution Account on such Distribution Date for payment of interest on the Notes;
 - (i) if such Event of Default Sale results from the occurrence of an Event of Default specified in SECTION 5.1(A), (B) OR (C) of the Indenture, to the Note Distribution Account, an amount equal to the Note Principal Balance of the Notes (after giving effect to the reduction in the Aggregate Note Principal Balance to result

from the deposits made in the Note Distribution Account on such Distribution Date and on each prior Distribution Date) for payment of principal of the Notes;

- (i) to the Certificate Distribution Account, any portion of the Certificateholders' Interest Distributable Amount not otherwise deposited into the Certificate Distribution Account on such Distribution Date for payment of interest on the Certificates;
- (i) if such Event of Default Sale does not result from the circumstances specified in SECTION 8.01(B)(II), to the Note Distribution Account, an amount equal to the Note Principal Balance of the Notes (after giving effect to the reduction in the Aggregate Note Principal Balance to result from the deposits made in the Note Distribution Account on such Distribution Date and on each prior Distribution Date) for payment of principal of the Notes; and
- (i) to the Certificate Distribution Account, an amount equal to the Certificate Balance of the Certificates (after giving effect to the reduction therein to result from the deposits made in the Certificate Distribution Account on such Distribution Date and on each prior Distribution Date) for payment of the Certificate Balance on the Certificates.

Subject to SECTION 5.01(B), any investments on deposit in the Reserve Account which shall not mature on or before such Distribution Date shall be sold by the Indenture Trustee at such time as shall result in the Indenture Trustee receiving the proceeds from such sale not later than such Distribution Date. Any Event of Default Proceeds remaining after the deposits described above shall be paid to the Seller.

- (c) Notice of any termination of the Trust shall be given by the Servicer to the Owner Trustee and the Indenture Trustee as soon as practicable after the Servicer has received notice thereof.
- (d) Following the satisfaction and discharge of the Indenture with respect to the Notes, and the payment in full of the principal and interest on the Notes, the Certificateholders shall succeed to the rights of the Noteholders hereunder and the Owner Trustee shall succeed to the rights of, and assume the obligations (other than those under SECTION 7.03 which shall remain obligations of the Indenture Trustee) of, the Indenture Trustee pursuant to this Agreement (subject to the continuing obligations of the Indenture Trustee set forth in SECTION 4.4 of the Indenture).
- (e) After indefeasible payment in full to the Indenture Trustee, the Owner Trustee, the Noteholders, the Certificateholders and the Servicer of all amounts required to be paid under this Agreement, the Indenture and the Trust Agreement (including as contemplated by this SECTION 8.01), (i) any amounts on deposit in the Reserve Account, the Payment

Ahead Servicing Account and the Collection Account (after all other distributions required to be made from such accounts have been made and provision for the payment of all liabilities of the Trust as required by Section 3808 of the Business Trust Statute) shall be paid to the Seller and (ii) any other assets remaining in the Trust shall be distributed to the Seller.

ARTICLE IX
MISCELLANEOUS PROVISIONS

6.2. Section AMENDMENT .

6.3.

(b) This Agreement may be amended by the Seller, the Servicer and the Owner Trustee with the consent of the Indenture Trustee, but without the consent of any of the Noteholders or the Certificateholders, (i) to cure any ambiguity, (ii) to correct or supplement any provision in this Agreement that may be defective or inconsistent with any other provision in this Agreement or any other Basic Documents, (iii) to add or supplement any credit enhancement for the benefit of the Noteholders of any class or the Certificateholders (provided that if any such addition shall affect any class of Noteholders or Certificateholders differently than any other class of Noteholders or Certificateholders, then such addition shall not, as evidenced by an Opinion of Counsel, adversely affect in any material respect the interests of any class of Noteholders or the Certificateholders), (iv) add to the covenants, restrictions or obligations of the Seller, the Servicer, the Owner Trustee or the Indenture Trustee or (v) add, change or eliminate any other provision of this Agreement in any manner that shall not, as evidenced by an Opinion of Counsel, adversely affect in any material respect the interests of the Noteholders or the Certificateholders.

(b) This Agreement may also be amended from time to time by the Seller, the Servicer and the Owner Trustee with the consent of the Indenture Trustee, the consent of Noteholders whose Notes evidence not less than a majority of the Outstanding Amount of the Notes as of the close of the preceding Distribution Date, the consent of Certificateholders whose Certificates evidence not less than a majority of the Voting Interests as of the close of the preceding Distribution Date (which consent, whether given pursuant to this SECTION 9.01 or pursuant to any other provision of this Agreement, shall be conclusive and binding on such Person and on all future holders of such Note or Certificate and of any Note or Certificate issued upon the transfer thereof or in exchange thereof or in lieu thereof whether or not notation of such consent is made upon the Note or Certificate) for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement, or of modifying in any manner the rights of the Noteholders or the Certificateholders; PROVIDED, HOWEVER, that no such amendment shall (i) increase or reduce in any

manner the amount of, or accelerate or delay the timing of, collections of payments on Receivables or distributions that shall be required to be made on any Note or Certificate, the Interest Rate for any class of Notes, the Pass Through Rate or the Specified Reserve Account Balance or (ii) reduce the aforesaid percentage required to consent to any such amendment, without the consent of the holders of all Notes and Certificates then outstanding.

(c)

(d) Prior to the execution of any such amendment or consent, the Indenture Trustee shall furnish written notification of the substance of such amendment or consent to the Rating Agencies.

(e)

(f) Promptly after the execution of any such amendment or consent, the Owner Trustee shall furnish written notification of the substance of such amendment or consent to each Noteholder and Certificateholder.

(g)

(h) It shall not be necessary for the consent of Noteholders or Certificateholders pursuant to SUBSECTION 9.01(B) to approve the particular form of any proposed amendment or consent, but it shall be sufficient if such consent shall approve the substance thereof. The manner of obtaining such consents (and any other consents of Noteholders or Certificateholders provided for in this Agreement) and of evidencing the authorization of the execution thereof by Noteholders and Certificateholders shall be subject to such reasonable requirements as the Indenture Trustee or the Owner Trustee may prescribe, including the establishment of record dates pursuant to paragraph number 2 of the Depository Agreements.

(i)

(j) Prior to the execution of any amendment to this Agreement, the Indenture Trustee and the Owner Trustee shall be entitled to receive and conclusively rely upon an Opinion of Counsel stating that the execution of such amendment is authorized or permitted by this Agreement and the Opinion of Counsel referred to in SUBSECTION 9.02(i). The Indenture Trustee and the Owner Trustee may, but shall not be obligated to, enter into any such amendment which affects such trustee's own rights, duties or immunities under this Agreement or otherwise.

(k)

(l) Each of GMAC and the Seller agrees that such Person shall not amend or agree to any amendment of the Pooling and Servicing Agreement unless such amendment would be permissible under the terms of this SECTION 9.01 as if this SECTION 9.01 were contained in the Pooling and Servicing Agreement.

6.2. Section PROTECTION OF TITLE TO TRUST .

6.3.

(b) The Seller or the Servicer or both shall execute and file such financing statements and cause to be executed and filed such

continuation and other statements, all in such manner and in such places as may be required by law fully to preserve, maintain and protect the interest of the Noteholders, the Certificateholders and the Indenture Trustee and the Owner Trustee under this Agreement in the Receivables and in the proceeds thereof. The Seller or the Servicer or both shall deliver (or cause to be delivered) to the Indenture Trustee and the Owner Trustee file-stamped copies of, or filing receipts for, any document filed as provided above, as soon as available following such filing.

- (b) Neither the Seller nor the Servicer shall change its name, identity or corporate structure in any manner that would, could or might make any financing statement or continuation statement filed in accordance with paragraph (a) above seriously misleading within the meaning of Section 9-402(7) of the UCC, unless it shall have given the Indenture Trustee and the Owner Trustee at least 60 days prior written notice thereof.
- (c)
- (d) Each of the Seller and the Servicer shall give the Indenture Trustee and the Owner Trustee at least 60 days prior written notice of any relocation of its principal executive office if, as a result of such relocation, the applicable provisions of the UCC would require the filing of any amendment of any previously filed financing or continuation statement or of any new financing statement. The Servicer shall at all times maintain each office from which it services Receivables and its principal executive office within the United States of America.
- (e)
- (f) The Servicer shall maintain accounts and records as to each Receivable accurately and in sufficient detail to permit (i) the reader thereof to know at any time the status of such Receivable, including payments and recoveries made and payments owing (and the nature of each), and (ii) reconciliation between payments or recoveries on (or with respect to) each Receivable and the amounts from time to time deposited in the Collection Account, Note Distribution Account, Certificate Distribution Account and Payment Ahead Servicing Account and any Payments Ahead held by the Servicer in respect of such Receivable.
- (g)
- (h) The Servicer shall maintain its computer systems so that, from and after the time of sale under this Agreement of the Receivables, the Servicer's master computer records (including any back-up archives) that refer to any Receivable indicate clearly that the Receivable is owned by the Issuer. Indication of the Issuer's ownership of a Receivable shall be deleted from or modified on the Servicer's computer systems when, and only when, the Receivable has been paid in full or repurchased by the Seller or purchased by the Servicer.
- (i)
- (j) If at any time the Seller or the Servicer proposes to sell, grant a security interest in, or otherwise transfer any interest in automotive receivables to any prospective purchaser, lender or other transferee, the Servicer shall give to such prospective purchaser, lender or other transferee computer tapes, records or print-outs (including any

restored from back-up archives) that, if they refer in any manner whatsoever to any Receivable, indicate clearly that such Receivable has been sold and is owned by the Issuer unless such Receivable has been paid in full or repurchased by the Seller or purchased by the Servicer.

(k)

(l) The Servicer shall permit the Indenture Trustee and the Owner Trustee and their respective agents at any time to inspect, audit and make copies of and abstracts from the Servicer's records regarding any Receivables then or previously included in the Owner Trust Estate.

(m)

(n) The Servicer shall furnish to the Indenture Trustee and the Owner Trustee at any time upon request a list of all Receivables then held as part of the Trust, together with a reconciliation of such list to the SCHEDULE OF RECEIVABLES and to each of the Servicer's Accountings furnished before such request indicating removal of Receivables from the Trust. Upon request, the Servicer shall furnish a copy of any such list to the Seller. The Indenture Trustee, the Owner Trustee and the Seller shall hold any such list and the SCHEDULE OF RECEIVABLES for examination by interested parties during normal business hours at their respective offices located at the addresses specified in SECTION 9.03.

(o)

(p) The Servicer shall deliver to the Indenture Trustee and the Owner Trustee promptly after the execution and delivery of this Agreement and of each amendment thereto, an Opinion of Counsel either (a) stating that, in the opinion of such counsel, all financing statements and continuation statements have been executed and filed that are necessary fully to preserve and protect the interest of the Indenture Trustee and the Owner Trustee in the Receivables, and reciting the details of such filings or referring to prior Opinions of Counsel in which such details are given, or (b) stating that, in the opinion of such counsel, no such action is necessary to preserve and protect such interest.

(q)

(r) To the extent required by law, the Seller shall cause the Notes and the Certificates to be registered with the Securities and Exchange Commission pursuant to Section 12(b) or Section 12(g) of the Securities Exchange Act of 1934 within the time periods specified in such sections.

(s)

6.3. Section NOTICES . All demands, notices and communications upon or to the Seller, the Servicer, the Indenture Trustee, the Owner Trustee or the Rating Agencies under this Agreement shall be delivered as specified in APPENDIX B hereto.

6.4.

6.5. Section GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN

ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAWS PROVISIONS AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

6.6.

6.7. Section SEVERABILITY OF PROVISIONS . If any one or more of the covenants, agreements, provisions or terms of this Agreement shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement or of the Certificates or the rights of the holders thereof.

6.8.

6.9. Section ASSIGNMENT . Notwithstanding anything to the contrary contained in this Agreement, this Agreement may not be assigned by the Seller without the prior written consent of Noteholders whose Notes evidence not less than 66% of the Outstanding Amount of the Notes as of the close of the preceding Distribution Date and of Certificateholders whose Certificates evidence not less than 66% of the Voting Interests as of the close of the preceding Distribution Date. The Seller shall provide notice of any such assignment to the Rating Agencies.

6.10.

6.11. Section THIRD-PARTY BENEFICIARIES . This Agreement shall inure to the benefit of and be binding upon the parties hereto, the Noteholders, the Certificateholders and their respective successors and permitted assigns. Except as otherwise provided in SECTION 6.01 or in this ARTICLE IX, no other person shall have any right or obligation hereunder.

6.12.

6.13. Section SEPARATE COUNTERPARTS . This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

6.14.

6.15. Section HEADINGS AND CROSS-REFERENCES . The various headings in this Agreement are included for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement.

6.16.

6.17. Section ASSIGNMENT TO INDENTURE TRUSTEE . The Seller hereby acknowledges and consents to any mortgage, pledge, assignment and grant of a security interest by the Issuer to the Indenture Trustee pursuant to the Indenture for the benefit of the Noteholders and (only to the extent expressly provided in the Indenture) the Certificateholders of all right, title and interest of the Issuer in, to and under the Receivables and/or the assignment of any or all of the Issuer's rights and obligations hereunder to the Indenture Trustee.

6.18.

6.19. Section NO PETITION COVENANTS . Notwithstanding any prior termination of this Agreement, the Servicer and the Seller shall not, prior to the date which is one year and one day after the final distribution with respect to the Notes and the Certificates to the Note Distribution Account or the Certificate

Distribution Account, as applicable, acquiesce, petition or otherwise invoke or cause the Issuer to invoke the process of any court or government authority for the purpose of commencing or sustaining a case against the Issuer under any federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Issuer or any substantial part of its property, or ordering the winding up or liquidation of the affairs of the Issuer.

6.2. Section LIMITATION OF LIABILITY OF INDENTURE TRUSTEE AND OWNER TRUSTEE .
6.3.

(b) Notwithstanding anything contained herein to the contrary, this Agreement has been acknowledged and accepted by The First National Bank of Chicago not in its individual capacity but solely as Indenture Trustee and in no event shall The First National Bank of Chicago have any liability for the representations, warranties, covenants, agreements or other obligations of the Issuer hereunder or in any of the certificates, notices or agreements delivered pursuant hereto, as to all of which recourse shall be had solely to the assets of the Issuer.

(b) Notwithstanding anything contained herein to the contrary, this Agreement has been executed by Bankers Trust (Delaware) not in its individual capacity but solely in its capacity as Owner Trustee of the Issuer and in no event shall Bankers Trust (Delaware) in its individual capacity or, except as expressly provided in the Trust Agreement, as Owner Trustee of the Issuer have any liability for the representations, warranties, covenants, agreements or other obligations of the Issuer hereunder or in any of the certificates, notices or agreements delivered pursuant hereto, as to all of which recourse shall be had solely to the assets of the Issuer. For all purposes of this Agreement, in the performance of its duties or obligations hereunder or in the performance of any duties or obligations of the Issuer hereunder, the Owner Trustee shall be subject to, and entitled to the benefits of, the terms and provisions of ARTICLE VI of the Trust Agreement.

(c)

6.3. Section TAX TREATMENT . The Servicer covenants that for all tax purposes the Servicer shall regard and treat the Notes and the Certificates in a manner consistent with the agreements (i) among the Seller, the Owner Trustee and the Certificateholders in SECTION 2.11 of the Trust Agreement and (ii) among the Seller, the Indenture Trustee and the Noteholders in SECTION 2.14 of the Indenture.

6.4.

6.5. Section FURNISHING DOCUMENTS . The Indenture Trustee shall furnish to Noteholders, promptly upon receipt of a written request therefor, copies of the Pooling and Servicing Agreement, the Administration Agreement, the Custodian Agreement, the Trust Agreement, the Indenture and this Agreement.

6.6.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

CAPITAL AUTO RECEIVABLES
ASSET TRUST 1999-1

By: BANKERS TRUST (DELAWARE), not in its individual capacity but solely as Owner Trustee on behalf of the Trust,

By: _____
Name: Lillian Peros
Title: Attorney-in-Fact

CAPITAL AUTO RECEIVABLES, INC.,
Seller

By: _____
Name: D. C. Walker
Title: Vice President

GENERAL MOTORS ACCEPTANCE CORPORATION

By: _____
Name: P. D. Bull
Title: Vice President

Acknowledged and Accepted:

THE FIRST NATIONAL BANK OF CHICAGO,
not in its individual capacity
but solely as Indenture Trustee,

By: _____
Name: Steven M. Wagner
Title: First Vice President

LOCATIONS OF SCHEDULE OF RECEIVABLES

The SCHEDULE OF RECEIVABLES is
on file at the offices of:

1. The Indenture Trustee
2. The Owner Trustee
3. General Motors Acceptance Corporation
4. Capital Auto Receivables, Inc.

APPENDIX A

PART I - DEFINITIONS

All terms defined in this Appendix shall have the defined meanings when used in the Basic Documents, unless otherwise defined therein.

ACCOUNTANTS' REPORT: The report described in SECTION 4.02 of the Trust Sale and Servicing Agreement.

ACT: An Act as specified in SECTION 11.3(A) of the Indenture.

ACTUAL PAYMENT: With respect to a Distribution Date and to a Scheduled Interest Receivable, all payments received by the Servicer from or for the account of the Obligor during the related Monthly Period (and, in the case of the first Monthly Period, all payments received by the Servicer from or for the account of the Obligor on or after the Cutoff Date) except for any Overdue Payments or Supplemental Servicing Fees. Actual Payments do not include Applied Payments Ahead.

ADDITIONAL SERVICING: With respect to any Distribution Date, an amount (not less than zero) equal to the LESSER OF:

(i) the amount if any by which:

(A) the amount equal to the aggregate amount of the Basic Servicing Fee for such Distribution Date and all prior Distribution Dates EXCEEDS

(B) the aggregate amount of Additional Servicing paid to the Servicer on all prior Distribution Dates; AND

(ii) the amount, if any, by which the amount on deposit in the Reserve Account on such Distribution Date (after giving effect to all deposits, withdrawals and payments affecting the Reserve Account other than Additional Servicing and payments to the Seller) EXCEEDS the Specified Reserve Account Balance.

For purposes of this definition, it is understood that Additional Servicing equals zero on any Distribution Date unless all payments described in SECTIONS 4.06(c)(ii) through (vi) of the Trust Sale and Servicing Agreement have been paid or provided for.

ADMINISTRATION AGREEMENT: That certain Administration Agreement, dated as of the Closing Date, among GMAC, as Administrator, the Trust and the Indenture Trustee, as amended and supplemented from time to time.

ADMINISTRATIVE PURCHASE PAYMENT: With respect to a Distribution Date and to an Administrative Receivable purchased as of the last day of a Monthly Period:

(i) in the case of a Scheduled Interest Receivable, a release of all claims for reimbursement of Scheduled Interest Advances made on such Receivable PLUS a payment equal to the SUM OF:

(A) the Scheduled Payments on such Receivable due after the last day of the related Monthly Period minus the Rebate,

(B) any reimbursement made pursuant to the last sentence of SUBSECTION 5.04(A) of the Trust Sale and Servicing Agreement with respect to such Receivable; AND

(C) all past due Scheduled Payments with respect to which a Scheduled Interest Advance has not been made OR

(ii) in the case of a Simple Interest Receivable, a payment equal to the Amount Financed MINUS that portion of all payments made by or on behalf of the related Obligor on or prior to the last day of the related Monthly Period allocable to principal.

ADMINISTRATIVE RECEIVABLE: A Receivable which the Servicer is required to purchase pursuant to SECTION 3.08 of the Pooling and Servicing Agreement or which the Servicer has elected to repurchase pursuant to SECTION 8.01(A) of the Trust Sale and Servicing Agreement.

ADMINISTRATOR: GMAC or any successor Administrator under the Administration Agreement.

AFFILIATE: With respect to any specified Person, any other Person controlling, controlled by or under common control with such specified Person. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

AGENCY OFFICE: The office of the Issuer maintained pursuant SECTION 3.2 of the Indenture.

AGGREGATE AMOUNT FINANCED: \$2,809,779,024.75, which represents the aggregate of the Amount Financed under all of the Receivables.

AGGREGATE DISCOUNTED PRINCIPAL BALANCE: As of any date, the present value as of such date of all scheduled monthly payments on all the Receivables (other than Liquidating Receivables) held by the Trust on such date which have not been received on or prior to such date, (determined after taking into account any Prepayments, Warranty Payments and or Administrative Purchase Payments in respect of such Receivables), discounted to such date at the Discount Rate.

AGGREGATE NOTEHOLDERS' INTEREST DISTRIBUTABLE AMOUNT: With respect to any Distribution Date, the sum of (i) the Noteholders' Interest Distributable Amounts for all classes of Notes and (ii) the Noteholders' Interest Carryover Shortfall as of the close of the preceding Distribution Date.

AGGREGATE NOTEHOLDERS' PRINCIPAL DISTRIBUTABLE AMOUNT: With respect to any Distribution Date, the sum of (i) the Noteholders' Principal Distributable Amounts for all classes of Notes and (ii) the Noteholders' Principal Carryover Shortfall as of the close of the preceding Distribution Date.

AGGREGATE NOTE PRINCIPAL BALANCE: With respect to the close of a Distribution Date, the sum of the Note Principal Balances for all classes of Notes.

AGGREGATE PRINCIPAL BALANCE: As of any date, the sum of the Principal Balances of all outstanding Receivables (other than Liquidating Receivables) held by the Trust on such date.

AMOUNT FINANCED: With respect to a Receivable, the aggregate amount advanced under such Receivable toward the purchase price of the Financed Vehicle, including accessories, insurance premiums, service and warranty contracts and other items customarily financed as part of retail automobile instalment sale contracts and related costs, LESS:

(i) (A) in the case of a Scheduled Interest Receivable, payments due from the related Obligor prior to the Cutoff Date allocable to principal and (B) in the case of a Simple Interest Receivable, payments

received from the related Obligor prior to the Cutoff Date allocable to principal AND

(ii) any amount allocable to the premium for physical damage insurance covering the Financed Vehicle force-placed by the Servicer.

ANNUAL PERCENTAGE RATE: With respect to a Receivable, the annual rate of finance charges stated in such Receivable.

APPLICABLE TRUSTEE: So long as the Aggregate Note Principal Balance is greater than zero and the Indenture has not been discharged in accordance with its terms, the Indenture Trustee, and thereafter, the Owner Trustee.

APPLIED PAYMENT AHEAD: With respect to a Distribution Date and to a Scheduled Interest Receivable on which the Actual Payment is less than the Scheduled Payment, the Deferred Prepayment to the extent the Scheduled Payment exceeds the Actual Payment.

AUTHORIZED OFFICER: With respect to the Issuer, any officer of the Owner Trustee who is authorized to act for the Owner Trustee in matters relating to the Issuer and who is identified on the list of Authorized Officers delivered by the Owner Trustee to the Indenture Trustee on the Closing Date (as such list may be modified or supplemented from time to time thereafter) and, so long as the Administration Agreement is in effect, any Vice President or more senior officer of the Administrator who is authorized to act for the Administrator in matters relating to the Issuer and to be acted upon by the Administrator pursuant to the Administration Agreement and who is identified on the list of Authorized Officers delivered by the Administrator to the Indenture Trustee on the Closing Date (as such list may be modified or supplemented from time to time thereafter).

AVAILABLE INTEREST: With respect to any Distribution Date, the SUM of the following amounts with respect to the related Monthly Period:

- (i) that portion of all collections on Receivables held by the Trust (other than Liquidating Receivables) allocable to interest or Prepayment Surplus (including, in the case of Scheduled Interest Receivables, the interest portion of Applied Payments Ahead but excluding Excess Payments made during such Monthly Period that are treated as Payments Ahead),
- (ii) Liquidation Proceeds to the extent allocable to interest in accordance with the Servicer's customary servicing procedures,
- (iii) all Simple Interest Advances,
- (iv) all Scheduled Interest Advances to the extent allocable to interest, and

(v) the Warranty Payment or the Administrative Purchase Payment for each Receivable that the Seller repurchased or the Servicer purchased during such Monthly Period to the extent allocable to accrued interest or Prepayment Surplus; LESS an amount equal to the SUM of the following amounts with respect to the related Monthly Period:

(i) all amounts received on any Scheduled Interest Receivable (other than a Liquidating Receivable) to the extent of the Outstanding Scheduled Interest Advances allocable to interest with respect to such Receivable,

(ii) all Liquidation Proceeds with respect to Scheduled Interest Receivables to the extent of the Outstanding Scheduled Interest Advances thereon allocable to interest,

(iii) any Excess Simple Interest Collections and

(iv) Liquidation Proceeds with respect to Simple Interest Receivables allocable to accrued and unpaid interest thereon (but not including interest for the then current Monthly Period), but only to the extent of any Outstanding Simple Interest Advances.

AVAILABLE PRINCIPAL: With respect to any Distribution Date, the SUM of the following amounts with respect to the related Monthly Period:

(i) that portion of all collections on Receivables held by the Trust (other than Liquidating Receivables) allocable to principal (including, in the case of Scheduled Interest Receivables, the principal portion of Applied Payments Ahead but excluding Excess Payments made during such Monthly Period that are treated as Payments Ahead),

(ii) Liquidation Proceeds to the extent allocable to principal in accordance with the Servicer's customary servicing procedures,

(iii) all Scheduled Interest Advances to the extent allocable to principal,

(iv) to the extent allocable to principal, the Warranty Payment or the Administrative Purchase Payment for each Receivable that the Seller repurchased or the Servicer purchased during such Monthly Period, and

(v) all Prepayments to the extent allocable to principal; LESS an amount equal to the SUM of the following amounts with respect to the related Monthly Period:

(i) all amounts received on any Scheduled Interest Receivable (other than a Liquidating Receivable) to the extent of the

Outstanding Scheduled Interest Advances allocable to principal with respect to such Receivable,

(ii) all Liquidation Proceeds with respect to Scheduled Interest Receivables to the extent of the Outstanding Scheduled Interest Advances allocable to principal, and

(iii) amounts representing reimbursement for Liquidation Expenses pursuant to SUBSECTION 4.06(B)(III) of the Trust Sale and Servicing Agreement.

BASIC DOCUMENTS: The Certificate of Trust, the Trust Agreement, the Pooling and Servicing Agreement, the Trust Sale and Servicing Agreement, the Custodian Agreement, the Administration Agreement, the Indenture and the Note Depository Agreement and the other documents and certificates delivered in connection therewith.

BASIC SERVICING FEE: With respect to a Distribution Date, the basic fee payable to the Servicer for services rendered during the related Monthly Period, which shall be equal to one-twelfth (1/12th) (or, for the first Distribution Date, 2/12ths) of the Basic Servicing Fee Rate multiplied by the Aggregate Principal Balance of all Receivables held by the Trust as of the first day of such Monthly Period (or, for the first Distribution Date, the Aggregate Principal Balance as of the Closing Date).

BASIC SERVICING FEE RATE: 1.0% per annum.

BENEFIT PLAN: Any of (i) an employee benefit plan (as defined in Section 3(3) of ERISA) that is subject to the provisions of Title I of ERISA, (ii) a plan described in Section 4975 (e)(1) of the Code or (iii) any entity whose underlying assets include plan assets by reason of a plan's investment in the Trust.

BOOK-ENTRY NOTES: A beneficial interest in the Notes, ownership and transfers of which shall be made through book entries by a Clearing Agency as described in SECTION 2.10 of the Indenture.

BUSINESS DAY: Any day other than a Saturday, a Sunday or any other day on which banks in New York, New York; Detroit, Michigan; or Chicago, Illinois may, or are required to, remain closed.

BUSINESS TRUST STATUTE: Chapter 38 of Title 12 of the Delaware Code, 12 DEL. CODEss. 3801 ET SEQ., as the same may be amended from time to time.

CARI: Capital Auto Receivables, Inc., a Delaware corporation.

CERTIFICATEHOLDER: A Person in whose name a Certificate is registered pursuant to the terms of the Trust Agreement.

CERTIFICATEHOLDERS' INTEREST CARRYOVER SHORTFALL: As of the close of any Distribution Date, the excess of (i) the Certificateholders' Interest Distributable Amount for such Distribution Date over (ii) the amount that was actually deposited in the Certificate Distribution Account on such current Distribution Date in respect of interest on the Certificates.

CERTIFICATEHOLDERS' INTEREST DISTRIBUTABLE AMOUNT: With respect to any Distribution Date, the sum of (i) the Certificateholders' Monthly Interest Distributable Amount for such Distribution Date and (ii) the Certificateholders' Interest Carryover Shortfall as of the close of the preceding Distribution Date.

CERTIFICATEHOLDERS' MONTHLY INTEREST DISTRIBUTABLE AMOUNT: With respect to any Distribution Date, interest equal to the product of (i) one-twelfth of the Pass Through Rate (or, in the case of the first Distribution Date, the Pass Through Rate MULTIPLIED BY a fraction, the numerator of which is 34 and the denominator of which is 360) multiplied by (ii) the Certificate Balance as of the close of the preceding Distribution Date (or, in the case of the first Distribution Date, the Certificate Balance on the Closing Date).

CERTIFICATEHOLDERS' MONTHLY PRINCIPAL DISTRIBUTABLE AMOUNT: With respect to any Distribution Date, the lesser of (i) the Certificateholders' Percentage of the Principal Distributable Amount for such Distribution Date and (ii) the Certificate Balance as of the close of the preceding Distribution Date.

CERTIFICATEHOLDERS' PERCENTAGE: With respect to any Distribution Date, 100% MINUS the Noteholders' Percentage.

CERTIFICATEHOLDERS' PRINCIPAL CARRYOVER SHORTFALL: As of the close of any Distribution Date, the excess of (i) the Certificateholders' Principal Distributable Amount for such Distribution Date OVER (ii) the amount that was actually deposited in the Certificate Distribution Account on such current Distribution Date in respect of Certificate Balance.

CERTIFICATEHOLDERS' PRINCIPAL DISTRIBUTABLE AMOUNT: With respect to any Distribution Date, the SUM of:

(a) the LESSER of

(i) the Certificateholders' Percentage of the Principal Distributable Amount and

(ii) the Certificate Balance PLUS

(b) any outstanding Certificateholders' Principal Carryover Shortfall as of the close of the preceding Distribution Date.

In addition, on the Final Scheduled Distribution Date for the Certificates, the amount required to be distributed to Certificateholders in respect of the

Certificate Balance and Certificateholders' Principal Carryover Shortfall shall include the LESSER of:

- (a) the SUM of
 - (i) the principal portion of any Scheduled Payments of principal due and remaining unpaid on each Scheduled Interest Receivable and
 - (ii) any principal due and remaining unpaid on each Simple Interest Receivable, in each case in the Trust as of the last day of the related Monthly Period; and
- (b) the amount that is necessary (after giving effect to the other amounts to be deposited in the Certificate Distribution Account on such Distribution Date and allocable to payments in respect of the Certificate Balance and Certificateholders' Principal Carryover Shortfall) to reduce the Certificate Balance and Certificateholders' Principal Carryover Shortfall to zero, in either case after giving effect to any required distribution of the Aggregate Noteholders' Principal Distributable Amount to the Note Distribution Account.

In addition, on any Distribution Date on which, after giving effect to all distributions to the Servicer (other than Additional Servicing), the Noteholders and the Certificateholders on such Distribution Date, (i) the outstanding principal balance of the Notes is zero and (ii) the amount on deposit in the Reserve Account is equal to or greater than the Certificate Balance and Certificateholders' Principal Carryover Shortfall, Certificateholders' Principal Distributable Amount shall include an amount equal to such Certificate Balance and Certificateholders' Principal Carryover Shortfall.

CERTIFICATE: Any one of the 6.090% Asset Backed Certificates executed by the Owner Trustee and authenticated by the Owner Trustee in substantially the form set forth in EXHIBIT A to the Trust Agreement.

CERTIFICATE BALANCE: Initially, as of the Closing Date, \$137,981,417.23 and, on any Distribution Date thereafter, will equal the initial Certificate Balance reduced by (i) all distributions in respect of the Certificateholders' Principal Distributable Amount actually made on or prior to such date to Certificateholders, (ii) the Noteholders' Principal Carryover Shortfall as of the close of the preceding Distribution Date and (iii) the Certificateholders' Principal Carryover Shortfall as of the close of the preceding Distribution Date.

CERTIFICATE DISTRIBUTION ACCOUNT: The account, if any, designated as such, established and maintained pursuant to SECTION 5.1(A) of the Trust Agreement and Section 5.1(a)(iii) of the Trust Sale and Servicing Agreement.

CERTIFICATE POOL FACTOR: With respect to any Distribution Date, a seven-digit decimal figure computed by the Servicer equal to the remaining

Certificate Balance as of the close of such Distribution Date divided by the initial Certificate Balance.

CERTIFICATE REGISTER: The register of Certificates specified in SECTION 3.4 of the Trust Agreement.

CERTIFICATE REGISTRAR: The registrar at any time of the Certificate Register, appointed pursuant to SECTION 3.4(A) of the Trust Agreement.

CERTIFICATE OF TRUST: The certificate of trust of the Issuer substantially in the form of EXHIBIT B to the Trust Agreement to be filed for the Trust pursuant to Section 3810(a) of the Business Trust Statute.

CLASS A-1 NOTES: The Class A-1 5.364% Asset Backed Notes in the aggregate principal amount of \$1,352,200,000 issued pursuant to the Indenture.

CLASS A-2 NOTES: The Class A-2 5.580% Asset Backed Notes in the aggregate principal amount of \$735,000,000 issued pursuant to the Indenture.

CLASS A-3 NOTES: The Class A-3 5.680% Asset Backed Notes in the aggregate principal amount of \$403,000,000 issued pursuant to the Indenture.

CLEARING AGENCY: An organization registered as a "clearing agency" pursuant to Section 17A of the Exchange Act. The initial Clearing Agency shall be The Depository Trust Company.

CLEARING AGENCY PARTICIPANT: A securities broker, dealer, bank, trust company, clearing corporation or other financial institution or other Person for whom from time to time a Clearing Agency effects book entry transfers and pledges of securities deposited with the Clearing Agency.

CLOSING DATE: March 11, 1999.

CODE: The Internal Revenue Code of 1986, as amended from time to time, and the Treasury Regulations promulgated thereunder.

COLLATERAL: The collateral specified in the Granting Clause of the Indenture.

COLLECTION ACCOUNT: The account designated as such, established and maintained pursuant to SECTION 5.01(A)(I) of the Trust Sale and Servicing Agreement.

CORPORATE TRUST OFFICE: With respect to the Indenture Trustee or the Owner Trustee, the principal office at which at any particular time the corporate trust business of the Indenture Trustee or Owner Trustee, respectively, shall be administered, which offices at the Closing Date are located, in the case of the Indenture Trustee, at One First National Plaza, Suite 0126, Chicago, Illinois 60670-0126, Attn: Corporate Trust Division, and in the case of the Owner

Trustee, at 1011 Centre Road, Suite 200, Wilmington, Delaware 19805, Attn: Corporate Trust and Agency Group.

CUSTODIAN: GMAC, as Servicer, or another custodian named from time to time in the Custodian Agreement.

CUSTODIAN AGREEMENT: The Custodian Agreement, dated as of the Closing Date, between the Custodian and CARI, as amended or supplemented from time to time.

CUTOFF DATE: February 1, 1999.

DEALER: The seller of automobiles or light trucks that originated one or more of the Receivables and assigned the respective Receivable, directly or indirectly, to GMAC under an existing agreement between such seller and GMAC or between such seller and General Motors, as applicable.

DEALER AGREEMENT: An existing agreement between GMAC and a Dealer with respect to a Receivable.

DEFAULT: Any occurrence that is, or with notice or the lapse of time or both would become, an Event of Default.

DEFERRED PREPAYMENT: With respect to the opening of business on a Distribution Date and to a Scheduled Interest Receivable, the amount, if any, held by the Servicer pursuant to SUBSECTION 5.01(E) of the Trust Sale and Servicing Agreement or in the Payment Ahead Servicing Account with respect to such Receivable.

DEFINITIVE NOTES: The Notes issued in the form of definitive notes pursuant to SECTION 2.12 or SECTION 2.15 of the Indenture.

DESIGNATED ACCOUNT PROPERTY: The Designated Accounts, all cash, investments, Financial Assets, securities and investment property held from time to time in any Designated Account (whether in the form of deposit accounts, Physical Property, book-entry securities, Uncertificated Securities or otherwise), including the Reserve Account Initial Deposit, and all proceeds of the foregoing but excluding all Investment Earnings thereon.

DESIGNATED ACCOUNTS: The Collection Account, the Note Distribution Account and the Reserve Account, collectively.

DETERMINATION DATE: The tenth day of each calendar month, or if such tenth day is not a Business Day, the next succeeding Business Day.

DISCOUNT RATE: 8.0% per annum.

DISTRIBUTION DATE: With respect to a Monthly Period, the 15th day of the next succeeding calendar month or, if such 15th day is not a Business Day, the next succeeding Business Day, commencing April 15, 1999.

ELIGIBLE DEPOSIT ACCOUNT: Either (i) a segregated account with an Eligible Institution or (ii) a segregated trust account with the corporate trust department of a depository institution organized under the laws of the United States of America or any one of the states thereof or the District of Columbia (or any domestic branch of a foreign bank), having corporate trust powers and acting as trustee for funds deposited in such account, so long as any of the securities of such depository institution have a credit rating from each Rating Agency in one of its generic rating categories which signifies investment grade.

ELIGIBLE INSTITUTION: Either (i) the corporate trust department of the Indenture Trustee or the Owner Trustee or (ii) a depository institution organized under the laws of the United States of America or any one of the states thereof or the District of Columbia (or any domestic branch of a foreign bank), (A) which has either (1) a long-term unsecured debt rating acceptable to the Rating Agencies or (2) a short-term unsecured debt rating or certificate of deposit rating acceptable to the Rating Agencies and (B) whose deposits are insured by the FDIC.

ELIGIBLE INVESTMENTS: Book-entry securities, negotiable instruments or securities represented by instruments in bearer or registered form which evidence:

- (i) direct obligations of, and obligations fully guaranteed as to timely payment of principal and interest by, the United States of America;
- (i) demand deposits, time deposits or certificates of deposit of any depository institution or trust company incorporated under the laws of the United States of America or any state thereof (or any domestic branch of a foreign bank) and subject to supervision and examination by Federal or State banking or depository institution authorities; PROVIDED, HOWEVER, that at the time of the investment or contractual commitment to invest therein, the commercial paper or other short-term unsecured debt obligations (other than such obligations the rating of which is based on the credit of a Person other than such depository institution or trust company) thereof shall have a credit rating from each of the Rating Agencies in the highest investment category for short-term unsecured debt obligations or certificates of deposit granted thereby;
- (i) commercial paper having, at the time of the investment or contractual commitment to invest therein, a rating from each of the Rating Agencies in the highest investment category for short-term unsecured debt obligations or certificates of deposit granted thereby;
- (i) investments in money market or common trust funds having a rating from each of the Rating Agencies in the highest investment category for short-term unsecured debt obligations or

certificates of deposit granted thereby (including funds for which the Indenture Trustee or the Owner Trustee or any of their respective affiliates is investment manager or advisor, so long as such fund shall have such rating);

- (i) bankers' acceptances issued by any depository institution or trust company referred to in clause (ii) above;
- (i) repurchase obligations with respect to any security that is a direct obligation of, or fully guaranteed by, the United States of America or any agency or instrumentality thereof the obligations of which are backed by the full faith and credit of the United States of America, in either case entered into with (A) a depository institution or trust company (acting as principal) described in clause (ii) or (B) a depository institution or trust company (x) the deposits of which are insured by FDIC or (y) the counterparty for which has a rating from each of the Rating Agencies in the highest investment category for short-term unsecured debt obligations, the collateral for which is held by a custodial bank for the benefit of the Trust or the Indenture Trustee, is marked to market daily and is maintained in an amount that exceeds the amount of such repurchase obligation, and which requires liquidation of the collateral immediately upon the amount of such collateral being less than the amount of such repurchase obligation (unless the counterparty immediately satisfies the repurchase obligation upon being notified of such shortfall);
- (i) commercial paper master notes having, at the time of the investment or contractual commitment to invest therein, a rating from each of the Rating Agencies in the highest investment category for short-term unsecured debt obligations;
- (i) (solely in the case of the Reserve Account) the Notes; and
- (i) any other investment permitted by each of the Rating Agencies,

in each case, other than as permitted by the Rating Agencies, maturing not later than the Business Day immediately preceding the next Distribution Date or (B) on such next Distribution Date if either (x) such investment is in the institution with which the Note Distribution Account or the Certificate Distribution Account, as the case may be, is then maintained or (y) the Indenture Trustee (so long as the short-term unsecured debt obligations of the Indenture Trustee are

rated at least P-1 by Moody's Investors Service, Inc. and A-1 by Standard & Poor's Ratings Services on the date such investment is made) shall advance funds on such Distribution Date to the Note Distribution Account or the Certificate Distribution Account, as the case may be, in the amount payable on such investment on such Distribution Date pending receipt thereof to the extent

necessary to make distributions on the Notes or the Certificates, as the case may be, on such Distribution Date. The provisions in clauses (ii), (iii), (iv), (vi) and (vii) above requiring that certain investments be rated in the highest investment category granted by each Rating Agency require (a) such rating from Fitch IBCA, Inc. only if Fitch IBCA, Inc. is then rating such investment and (b) such rating from Duff & Phelps Credit Rating Co. only if Duff & Phelps Credit Rating Co. is then rating such investment. For purposes of the foregoing, unless the Indenture Trustee objects at the time an investment is made, the Indenture Trustee shall be deemed to have agreed to make such advance with respect to such investment.

ERISA: The Employee Retirement Income Security Act of 1974, as amended.

EVENT OF DEFAULT: An event described in SECTION 5.1 of the Indenture.

EVENT OF DEFAULT PROCEEDS: As defined in SECTION 8.01(B) of the Trust Sale and Servicing Agreement.

EVENT OF DEFAULT SALE: As defined in SECTION 8.01(B) of the Trust Sale and Servicing Agreement.

EXCESS PAYMENT: With respect to a Distribution Date and a Scheduled Interest Receivable, the portion of an Actual Payment on such Receivable in excess of the Scheduled Payment thereon.

EXCESS SIMPLE INTEREST COLLECTIONS: With respect to a Distribution Date, the excess, if any, of (i) all payments received during the related Monthly Period on all Simple Interest Receivables to the extent allocable to interest over (ii) the amount of interest that would be due during the related Monthly Period on all Simple Interest Receivables assuming that the payment on each such Receivable was received on its respective due date. EXCHANGE ACT: The Securities Exchange Act of 1934, as amended.

EXECUTIVE OFFICER: With respect to any corporation, the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, Executive Vice President, any Vice President, the Secretary or the Treasurer of such corporation; and with respect to any partnership, any general partner thereof.

EXPENSES: The expenses described in SECTION 6.9 of the Trust Agreement.

FDIC: Federal Deposit Insurance Corporation or any successor agency.

FINAL SCHEDULED DISTRIBUTION DATE: (i) With respect to a class of Notes, the Distribution Date in the month set forth below opposite such Notes:

Class A-1 Notes:	May 2001;
Class A-2 Notes:	June 2002;
Class A-3 Notes:	August 2004; and

(ii) with respect to the Certificates, the Distribution Date in August

FINANCED VEHICLE: An automobile or light truck, together with all accessories thereto, securing an Obligor's indebtedness under a Receivable.

FINANCIAL ASSET: Has the meaning given such term in Article 8 of the New York UCC. As used herein, the Financial Asset "related to" a Security Entitlement is the Financial Asset in which the entitlement holder (as defined in Article 8 of the New York UCC) holding such Security Entitlement has the rights and property interest specified in Article 8 of the New York UCC.

GENERAL MOTORS: General Motors Corporation, a Delaware corporation.

GMAC: General Motors Acceptance Corporation, a Delaware corporation.

GRANT: To mortgage, pledge, bargain, sell, warrant, alienate, remise, release, convey, assign, transfer, create, and grant a lien upon, a security interest in and right of set-off against, deposit, set over and confirm pursuant to the Indenture. A Grant of the Collateral or of any other agreement or instrument shall include all rights, powers and options (but none of the obligations) of the Granting party thereunder, including the immediate and continuing right to claim for, collect, receive and give receipt for principal and interest payments in respect of, the Collateral and all other moneys payable thereunder, to give and receive notices and other communications, to make waivers or other agreements, to exercise all rights and options, to bring Proceedings in the name of the Granting party or otherwise and generally to do and receive anything that the Granting party is or may be entitled to do or receive thereunder or with respect thereto.

HOLDER: The Person in whose name a Note or Certificate is registered on the Note Register or the Certificate Register, as applicable.

INDEMNIFIED PARTIES: The Persons specified in SECTION 6.9 of the Trust Agreement.

INDENTURE: The Indenture, dated as of the Closing Date, between the Issuer and the Indenture Trustee, as amended and supplemented from time to time.

INDENTURE TRUSTEE: The First National Bank of Chicago, a national banking association, not in its individual capacity but solely as trustee under the Indenture, or any successor trustee under the Indenture.

INDEPENDENT: When used with respect to any specified Person, that the Person (i) is in fact independent of the Issuer, any other obligor upon the Notes, the Seller and any Affiliate of any of the foregoing Persons, (ii) does not have any direct financial interest or any material indirect financial interest in the Issuer, any such other obligor, the Seller or any Affiliate of any of the foregoing Persons and (iii) is not connected with the Issuer, any such other obligor, the Seller or any Affiliate of any of the foregoing Persons as an officer, employee, promoter, underwriter, trustee, partner, director or

person performing similar functions.

INDEPENDENT CERTIFICATE: A certificate or opinion to be delivered to the Indenture Trustee under the circumstances described in, and otherwise complying with, the applicable requirements of SECTION 11.1 of the Indenture, made by an Independent appraiser or other expert appointed by an Issuer Order and approved by the Indenture Trustee in the exercise of reasonable care, and such opinion or certificate shall state that the signer has read the definition of "Independent" in the Indenture and that the signer is Independent within the meaning thereof.

INDIRECT PARTICIPANT: A securities broker, dealer, bank, trust company or other Person that clears through or maintains a custodial relationship with a Clearing Agency Participant, either directly or indirectly.

INITIAL AGGREGATE DISCOUNTED PRINCIPAL BALANCE: \$2,628,181,417.23.

INSURANCE POLICY: With respect to a Receivable, an insurance policy covering physical damage, credit life, credit disability, theft, mechanical breakdown or similar event with respect to the related Financed Vehicle.

INTERCOMPANY ADVANCE AGREEMENT: The Amended and Restated Intercompany Advance Agreement dated as of February 22, 1996 between CARI and GMAC, as amended and supplemented from time to time.

INTEREST RATE: With respect to each class of Notes, the per annum rate set forth below:

Class A-1 Notes:	5.364%
Class A-2 Notes:	5.580%
Class A-3 Notes:	5.680%

INVESTMENT COMPANY ACT: The Investment Company Act of 1940, as the same may be amended from time to time.

INVESTMENT EARNINGS: Investment earnings on funds deposited in the Designated Accounts, the Payment Ahead Servicing Account and Certificate Distribution Account, net of losses and investment expenses.

ISSUER: The party named as such in the Trust Sale and Servicing Agreement and in the Indenture until a successor replaces it and, thereafter, means the successor and, for purposes of any provision contained herein and required by the TIA, each other obligor on the Notes.

ISSUER ORDER and ISSUER REQUEST: A written order or request signed in the name of the Issuer by any one of its Authorized Officers and delivered to the Indenture Trustee.

LIEN: Any security interest, lien, charge, pledge, equity, encumbrance or adverse claim of any kind other than tax liens, mechanics' liens and any liens that attach by operation of law.

LIQUIDATING RECEIVABLE: A Receivable as to which the Servicer (i) has reasonably determined, in accordance with its customary servicing procedures, that eventual payment of amounts owing on such Receivable is unlikely, or (ii) has repossessed and disposed of the Financed Vehicle.

LIQUIDATION EXPENSES: With respect to a Liquidating Receivable without recourse to a Dealer, \$300.00 (or such greater amount as the Servicer determines necessary in accordance with its customary procedures to refurbish and dispense of a repurchased Financed Vehicle) as an allowance for amounts charged to the account of the Obligor, in keeping with the Servicer's customary procedures, for refurbishing and disposition of the Financed Vehicle and other out-of-pocket costs related to the liquidation; with respect to a Liquidating Receivable with recourse to a Dealer, \$0.

LIQUIDATION PROCEEDS: With respect to a Liquidating Receivable, all amounts realized with respect to such Receivable net of amounts that are required to be refunded to the Obligor on such Receivable.

MONTHLY ADVANCE: As of a Distribution Date, either a Scheduled Interest Advance or a Simple Interest Advance, or both, as applicable, in respect of the related Monthly Period.

MONTHLY PERIOD: With respect to a Distribution Date, the calendar month preceding the month in which such Distribution Date occurs and, for the first Distribution Date, the two calendar months preceding the month in which such Distribution Date occurs.

MONTHLY REMITTANCE CONDITION: Each of the following conditions:

- (i) GMAC is the Servicer,
- (ii) the rating of GMAC's short-term unsecured debt is at least A-1 by Standard & Poor's Ratings Services and P-1 by Moody's Investors Service, Inc., and
- (iii) a Servicer Default shall not have occurred and be continuing.

NEW YORK UCC: The UCC as in effect in the State of New York.

NOTEHOLDERS: Holders of record of the Notes pursuant to the Indenture and, with respect to any class of Notes, holders of record of such class of Notes pursuant to the Indenture.

NOTEHOLDERS' INTEREST CARRYOVER SHORTFALL: As of the close of any Distribution Date, the excess of (i) the Aggregate Noteholders' Interest Distributable Amount for such Distribution Date over (ii) the amount that was actually deposited in the Note Distribution Account on such current Distribution Date in respect of interest.

NOTEHOLDERS' INTEREST DISTRIBUTABLE AMOUNT: With respect to any class of Notes and any Distribution Date, the product of (i) the outstanding principal balance of such class of Notes as of the close of the preceding Distribution Date (or, in the case of the first Distribution Date, the outstanding principal balance on the Closing Date) and (ii) one-twelfth of the Interest Rate for such class (or, in the case of the first Distribution Date, the Interest Rate for such class multiplied by a fraction, the numerator of which is 34 and the denominator of which is 360).

NOTEHOLDERS' PERCENTAGE: 100% until the principal balance of all of the Notes is paid (or provided for) in full, and zero thereafter.

NOTEHOLDERS' PRINCIPAL CARRYOVER SHORTFALL: As of the close of any Distribution Date, the excess of (i) Aggregate Noteholders' Principal Distributable Amount for such Distribution Date OVER (ii) the amount that was actually deposited in the Note Distribution Account on such current Distribution Date in respect of principal.

NOTEHOLDERS' PRINCIPAL DISTRIBUTABLE AMOUNT: With respect to a class of Notes on a Distribution Date, the LESSER of:

(i) the REMAINDER of

(A) the Noteholders' Percentage of the Principal Distributable Amount MINUS

(B) the Noteholders' Principal Distributable Amount for each class of Notes having priority of payment (as described in SECTION 8.2(c) (ii) of the Indenture) over such class of Notes and

(ii) the outstanding principal balance of such class of Notes.

In addition, on the Final Scheduled Distribution Date for any class of Notes, the Noteholders' Principal Distributable Amount for such class of Notes will also include the amount that is necessary (after giving effect to the other amounts to be deposited in the Note Distribution Account on such Distribution Date and allocable to payments of principal) to reduce the outstanding principal balance of such class of Notes to zero.

NOTES: The Class A-1 Notes, the Class A-2 Notes and the Class A-3 Notes.

NOTE DEPOSITORY: The depository from time to time selected by the Indenture Trustee on behalf of the Trust in whose name the Notes are registered prior to the issue of Definitive Notes. The first Note Depository shall be Cede & Co., the nominee of the initial Clearing Agency.

NOTE DEPOSITORY AGREEMENT: The agreement, dated as of the Closing Date, among the Issuer, the Indenture Trustee and The Depository Trust Company, as the initial Clearing Agency relating to the Notes, substantially in the form of EXHIBIT B to the Indenture, as the same may be amended and supplemented from

time to time.

NOTE DISTRIBUTION ACCOUNT: The account designated as such, established and maintained pursuant to SECTION 5.01(A)(II) of the Trust Sale and Servicing Agreement.

NOTE OWNER: With respect to a Book-Entry Note, the Person who is the beneficial owner of such Book-Entry Note, as reflected on the books of the Clearing Agency, or on the books of a Person maintaining an account with such Clearing Agency (directly as a Clearing Agency Participant or as an Indirect Participant, in each case in accordance with the rules of such Clearing Agency).

NOTE POOL FACTOR: With respect to any class of Notes and any Distribution Date, a seven-digit decimal figure computed by the Servicer which is equal to the Note Principal Balance for such class as of the close of such Distribution Date divided by the initial Note Principal Balance for such class.

NOTE PRINCIPAL BALANCE: With respect to any class of Notes and any Distribution Date, the initial aggregate principal balance of such class of Notes, reduced by all previous payments to the Noteholders of such class in respect of principal of such Notes.

NOTE REGISTER: With respect to any class of Notes, the register of such Notes specified in SECTION 2.4 of the Indenture.

NOTE REGISTRAR: The registrar at any time of the Note Register, appointed pursuant to SECTION 2.4 of the Indenture.

OBLIGOR: The purchaser or the co-purchasers of the Financed Vehicle or other person who owes payments under a Receivable.

OFFICER'S CERTIFICATE: A certificate signed by any Authorized Officer of the Issuer, under the circumstances described in, and otherwise complying with, the applicable requirements of SECTION 11.1 of the Indenture, and delivered to the Indenture Trustee. Unless otherwise specified, any reference in the Indenture to an officer's certificate shall be to an Officer's Certificate of any Authorized Officer of the Issuer.

OPINION OF COUNSEL: A written opinion of counsel, who may, except as otherwise expressly provided, be an employee of the Seller or the Servicer. In addition, for purposes of the Indenture: (i) such counsel shall be satisfactory to the Indenture Trustee; (ii) the opinion shall be addressed to the Indenture Trustee as Trustee and (iii) the opinion shall comply with any applicable requirements of SECTION 11.1 of the Indenture and shall be in form and substance satisfactory to the Indenture Trustee.

OPTIONAL PURCHASE DATE: As defined in SECTION 8.01 (A) of the Trust Sale and Servicing Agreement.

OPTIONAL PURCHASE PERCENTAGE: 10%.

OUTSTANDING: With respect to the Notes, as of the date of determination, all Notes theretofore authenticated and delivered under the Indenture except:

- (i) Notes theretofore cancelled by the Indenture Trustee or delivered to the Indenture Trustee for cancellation;
- (i) Notes or portions thereof the payment for which money in the necessary amount has been theretofore deposited with the Indenture Trustee or any Paying Agent in trust for the Holders of such Notes; PROVIDED, HOWEVER, that if such Notes are to be redeemed, notice of such redemption has been duly given pursuant to the Indenture or provision therefor, satisfactory to the Indenture Trustee, has been made; and
- (i) Notes in exchange for or in lieu of other Notes which have been authenticated and delivered pursuant to this Indenture unless proof satisfactory to the Indenture Trustee is presented that any such Notes are held by a bona fide purchaser;

PROVIDED, HOWEVER, that in determining whether the Holders of the requisite Outstanding Amount of the Notes have given any request, demand, authorization, direction, notice, consent or waiver hereunder or under any Basic Document, Notes both legally and beneficially owned by the Issuer, any other obligor upon the Notes, the Seller or any Affiliate of any of the foregoing Persons shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Indenture Trustee shall be protected in relying upon any such

request, demand, authorization, direction, notice, consent or waiver, only Notes that the Indenture Trustee knows to be so owned shall be so disregarded. Notes so owned that have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Indenture Trustee the pledgor's right so to act with respect to such Notes and that the pledgee is not the Issuer, any other obligor upon the Notes, the Seller or any Affiliate of any of the foregoing Persons.

OUTSTANDING AMOUNT: As of any date, the aggregate principal amount of all Notes, or a class of Notes, as applicable, Outstanding at such date.

OUTSTANDING MONTHLY ADVANCES: Outstanding Scheduled Interest Advances and Outstanding Simple Interest Advances, collectively.

OUTSTANDING SCHEDULED INTEREST ADVANCES: As of the last day of a Monthly Period and with respect to a Scheduled Interest Receivable, the sum of all Scheduled Interest Advances made as of or prior to such date minus all payments or collections as of or prior to such date which are specified in SUBSECTION 5.04(a) of the Trust Sale and Servicing Agreement as reducing Outstanding Scheduled Interest Advances with respect to such Receivable.

OUTSTANDING SIMPLE INTEREST ADVANCES: As of the last day of a Monthly Period, the sum of all Simple Interest Advances made as of or prior to such date minus the sum of (i) all payments to the Servicer as of or prior to such date pursuant to SUBSECTION 5.04(b) of the Trust Sale and Servicing Agreement and (ii) all Excess Simple Interest Collections paid to the Servicer as of or prior to such date; PROVIDED, HOWEVER, that Outstanding Simple Interest Advances shall never be deemed to be less than zero.

OVERDUE PAYMENT: With respect to a Distribution Date and to a Scheduled Interest Receivable, all payments received by the Servicer from or for the account of the related Obligor during the related Monthly Period in excess of any Supplemental Servicing Fees (excluding any Investment Earnings during the related Monthly Period), to the extent of the Outstanding Scheduled Interest Advances relating to such Receivable.

OWNER TRUST ESTATE: All right, title and interest of the Trust in and to the property and rights assigned to the Trust pursuant to ARTICLE II of the Trust Sale and Servicing Agreement, all funds on deposit from time to time in the Collection Account and the Certificate Distribution Account and all other property of the Trust from time to time, including any rights of the Owner Trustee and the Trust pursuant to the Trust Sale and Servicing Agreement and the Administration Agreement.

OWNER TRUSTEE: Bankers Trust (Delaware), a Delaware banking corporation, or any successor trustee under the Trust Agreement.

PASS THROUGH RATE: 6.09% per annum.

PAYING AGENT: With respect to the Indenture, the Indenture Trustee or any other Person that meets the eligibility standards for the Indenture Trustee specified in SECTION 6.11 of the Indenture and is authorized by the Issuer to make the payments to and distributions from the Collection Account and the Note Distribution Account, including payment of principal of or interest on the Notes on behalf of the Issuer. With respect to the Trust Agreement, any paying agent or co-paying agent appointed pursuant to SECTION 3.9 of the Trust Agreement that meets the eligibility standards for the Owner Trustee specified in SECTION 6.13 of the Trust Agreement, and initially Bankers Trust Company.

PAYMENT AHEAD: With respect to a Distribution Date and to a Scheduled Interest Receivable, any Excess Payment (not representing prepayment in full of such Receivable) that is of an amount such that the sum of such Excess Payment and the Deferred Prepayment is equal to or less than three times the Scheduled Payment.

PAYMENT AHEAD SERVICING ACCOUNT: The account designated as such, established and maintained pursuant to SECTION 5.01(A) (IV) of the Trust Sale and Servicing Agreement.

PERSON: Any legal person, including any individual, corporation, partnership, joint venture, association, joint stock company, trust,

unincorporated organization or government or any agency or political subdivision thereof.

PHYSICAL PROPERTY: (i) bankers' acceptances, commercial paper, negotiable certificates of deposit and other obligations that constitute "instruments" within the meaning of Section 9-105(1)(i) of the New York UCC and are susceptible of physical delivery and (ii) Security Certificates.

POOLING AND SERVICING AGREEMENT: The Pooling and Servicing Agreement, dated as of the Closing Date, between GMAC and the Seller, as amended and supplemented from time to time.

PREDECESSOR NOTE: With respect to any particular Note, every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purpose of this definition, any Note authenticated and delivered under SECTION 2.5 of the Indenture in lieu of a mutilated, lost, destroyed or stolen Note shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Note.

PREPAYMENT: Any Excess Payment other than a Payment Ahead.

PREPAYMENT SURPLUS: With respect to any Distribution Date on which a Prepayment is to be applied with respect to a Scheduled Interest Receivable, that portion of such Prepayment, net of any Rebate.

PRINCIPAL BALANCE: With respect to any Scheduled Interest Receivable, as of any date, the Amount Financed MINUS the SUM of the following amounts:

- (i) that portion of all Scheduled Payments due on or after the Cutoff Date and on or prior to such date allocable to principal,
- (ii) any Warranty Payment or Administrative Purchase Payment to the extent allocable to principal, and
- (iii) any Prepayments applied by the Servicer to reduce the Principal Balance of such Receivable.

With respect to any Simple Interest Receivable, as of any date, the Amount Financed MINUS the SUM of the following amounts:

- (i) that portion of all payments received from the related Obligor on or prior to such date allocable to principal and
- (ii) any Warranty Payment or Administrative Purchase Payment to the extent allocable to principal.

PRINCIPAL DISTRIBUTABLE AMOUNT: With respect to any Distribution Date, the excess of (i) the Aggregate Discounted Principal Balance as of the close of business on the last day of the second Monthly Period preceding such

Distribution Date (or, in the case of the first Distribution Date, the excess of the Initial Aggregate Discounted Principal Balance) over (ii) the Aggregate Discounted Principal Balance as of the close of business on the last day of the first Monthly Period preceding such Distribution Date.

PROCEEDING: Any suit in equity, action at law or other judicial or administrative proceeding.

PURCHASED PROPERTY: The property described in SECTION 2.01 of the Pooling and Servicing Agreement.

RATING AGENCIES: As of any date, the nationally recognized statistical rating organizations requested by the Seller to provide ratings on the Notes or the Certificates which are rating the Notes or the Certificates on such date.

RATING AGENCY CONDITION: With respect to any action, the condition that each Rating Agency shall have been given at least 10 days prior notice thereof and that each of the Rating Agencies shall have notified the Seller, the Servicer and the Issuer in writing that such action shall not result in a downgrade or withdrawal of the then current rating of the Notes or the Certificates.

REBATE: With respect to a given date and to a Scheduled Interest Receivable, the rebate under such Receivable that is or would be payable to the Obligor for unearned finance charges or any other charges rebatable to the Obligor upon the payment on such date of all remaining Scheduled Payments.

RECEIVABLE: A retail instalment sale contract for a Financed Vehicle that is included in the Schedule of Receivables and all rights and obligations thereunder.

RECEIVABLE FILE: The documents listed in SECTION 2.04 of the Pooling and Servicing Agreement pertaining to a particular Receivable.

RECEIVABLES PURCHASE PRICE: The amount described in SECTION 2.02 of the Pooling and Servicing Agreement.

RECORD DATE: (i) with respect to the Notes and with respect to any Distribution Date, the close of business on the day immediately preceding such Distribution Date, or if Definitive Notes are issued for any class of Notes, with respect to such class of Notes the last day of the preceding Monthly Period; and (ii) with respect to the Certificates and with respect to any Distribution Date, the last day of the preceding Monthly Period.

REDEEMABLE NOTES: The Class A-3 Notes.

REDEMPTION DATE: As defined in SECTION 10.1 of the Indenture.

REDEMPTION PRICE: With respect to the Redeemable Notes, the unpaid principal amount of such Notes, plus accrued and unpaid interest thereon.

REGISTERED HOLDER: The Person in whose name a Note is registered on the Note Register on the applicable Record Date.

RELEASED ADMINISTRATIVE AMOUNT: With respect to a Distribution Date and to a purchased Administrative Receivable, the Deferred Prepayment on such Receivable.

RELEASED WARRANTY AMOUNT: With respect to a Distribution Date and to a repurchased Warranty Receivable, the Deferred Prepayment on such Receivable.

REQUIRED DEPOSIT RATING: A rating on short-term unsecured debt obligations of P-1 by Moody's Investors Service, Inc.; A-1+ by Standard & Poor's Ratings Services; if rated by Fitch Investors Service, Inc., F-1+ by Fitch IBCA, Inc.; and, if rated by Duff & Phelps Credit Rating Co., D-1+ by Duff & Phelps Credit Rating Co. Any requirement that short-term unsecured debt obligations have the "Required Deposit Rating" shall mean that such short-term unsecured debt obligations have the foregoing required ratings from each of such rating agencies.

RESERVE ACCOUNT: The account designated as such, established and maintained pursuant to SECTION 4.07(A) of the Trust Sale and Servicing Agreement.

RESERVE ACCOUNT INITIAL DEPOSIT: Cash or Eligible Investments having a value of at least \$19,711,360.63.

RESERVE ACCOUNT PROPERTY: (i) the Reserve Account and all proceeds thereof (other than the Investment Earnings thereon) including all cash, investments, investment property and other amounts held from time to time in the Reserve Account (whether in the form of deposit accounts, Physical Property, book-entry securities, uncertificated securities, Financial Assets or otherwise) and (ii) the Reserve Account Initial Deposit and all proceeds thereof (other than the Investment Earnings thereon).

RESPONSIBLE OFFICER: With respect to the Indenture Trustee or the Owner Trustee, any officer within the Corporate Trust Office of such trustee or agent of the Owner Trustee acting under a power of attorney, and, with respect to the Servicer, the President, any Vice President, Assistant Vice President, Secretary, Assistant Secretary or any other officer or assistant officer of such Person customarily performing functions similar to those performed by any of the above designated officers and also, with respect to a particular matter, any other officer to whom such matter is referred because of such officer's knowledge of and familiarity with the particular subject.

REVOLVING NOTE: The Revolving Note issued by CARI to GMAC under the Intercompany Advance Agreement.

SCHEDULED INTEREST ADVANCE: With respect to a Scheduled Interest Receivable, the amount, as of the last day of the related Monthly Period, which the Servicer is required to advance pursuant to SUBSECTION 5.04(A) of the Trust

Sale and Servicing Agreement.

SCHEDULED INTEREST RECEIVABLE: Any Receivable that is not a Simple Interest Receivable. For purposes hereof, all payments with respect to a Scheduled Interest Receivable shall be allocated to principal and interest in accordance with the actuarial method.

SCHEDULED PAYMENT: With respect to a Distribution Date and to a Scheduled Interest Receivable, the payment set forth in such Receivable due from the Obligor in the related Monthly Period.

SCHEDULE OF RECEIVABLES: The schedule of all Receivables originally held as part of the Trust and on file at the locations listed on EXHIBIT A of the Trust Sale and Servicing Agreement, as it may be amended from time to time.

SECRETARY OF STATE: The Secretary of State of the State of Delaware.

SECURITY CERTIFICATE: Has the meaning given such term in Section 8-102(a)(16) of the New York UCC.

SECURITY ENTITLEMENT: Has the meaning given such term in Section 8-102(a)(17) of the New York UCC.

SECURITYHOLDER: A Holder of a Note or a Certificate.

SELLER: The Person executing the Trust Sale and Servicing Agreement as the Seller, or its successor in interest pursuant to SECTION 3.03 of the Trust Sale and Servicing Agreement.

SERVICER: The Person executing the Trust Sale and Servicing Agreement as the Servicer, or its successor in interest pursuant to SECTION 6.02 of the Trust Sale and Servicing Agreement.

SERVICER DEFAULT: An event described in SECTION 7.01 of the Trust Sale and Servicing Agreement.

SERVICER'S ACCOUNTING: A certificate, completed by and executed on behalf of the Servicer, in accordance with SECTION 3.10 of the Pooling and Servicing Agreement.

SIMPLE INTEREST ADVANCE: The amount, as of the last day of the related Monthly Period, which the Servicer is required to advance pursuant to SUBSECTION 5.04(b) of the Trust Sale and Servicing Agreement.

SIMPLE INTEREST METHOD: The method of allocating each monthly payment on a Simple Interest Receivable to principal and interest pursuant to which the portion of such payment that is allocated to interest is equal to the product of the outstanding principal balance thereon multiplied by the fixed rate of interest applicable to such Receivable multiplied by the period of time elapsed

(expressed as a fraction of a calendar year) since the preceding payment of interest with respect to such principal balance was made.

SIMPLE INTEREST RECEIVABLE: Any Receivable under which the portion of each monthly payment allocable to earned interest and the portion allocable to the Amount Financed is determined in accordance with the Simple Interest Method. For purposes hereof, all payments with respect to a Simple Interest Receivable shall be allocated to principal and interest in accordance with the Simple Interest Method.

SPECIFIED RESERVE ACCOUNT BALANCE: With respect to any Distribution Date, the lesser of (i) \$19,711,360.63 and (ii) the remaining outstanding principal balance of the Notes and the Certificate Balance as of the close of business on the last day of the related Monthly Period.

STATE: Any one of the 50 States of the United States of America or the District of Columbia.

SUPPLEMENTAL SERVICING FEES: With respect to a Distribution Date, all late fees, prepayment charges and other administrative fees and expenses or similar charges allowed by applicable law with respect to Receivables, collected (from whatever source) on the Receivables held by the Trust during the related Monthly Period.

TEMPORARY NOTES: The Notes specified in SECTION 2.3 of the Indenture.

TOTAL AVAILABLE AMOUNT: With respect to any Distribution Date, the sum of the Available Interest and the Available Principal for such Distribution Date and the amount of all cash or other immediately available funds on deposit in the Reserve Account immediately prior to such Distribution Date.

TOTAL SERVICING FEE: With respect to a Distribution Date, the sum of the Basic Servicing Fee for such Distribution Date, any unpaid Basic Servicing Fee for all prior Distribution Dates and Additional Servicing for such Distribution Date

TREASURY REGULATIONS: The regulations, including proposed or temporary regulations, promulgated under the Code. References herein to specific provisions of proposed or temporary regulations shall include analogous provisions of final Treasury Regulations or other successor Treasury Regulations.

TRUST: Capital Auto Receivables Asset Trust 1999-1, a Delaware business trust created by the Trust Agreement.

TRUST AGREEMENT: The Trust Agreement, dated as of the Closing Date, between the Seller and the Owner Trustee, as amended and supplemented from time to time.

TRUST ESTATE: All money, instruments, rights and other property that are subject or intended to be subject to the lien and security interest of the

Indenture for the benefit of the Noteholders (including, without limitation, all property and interests Granted to the Indenture Trustee), including all proceeds thereof, and the Reserve Account and the Reserve Account Property pledged to the Indenture Trustee pursuant to the Trust Sale and Servicing Agreement.

TRUST INDENTURE ACT or TIA: The Trust Indenture Act of 1939 as in force on the date hereof, unless otherwise specifically provided.

TRUST SALE AND SERVICING AGREEMENT: The Trust Sale and Servicing Agreement, dated as of the Closing Date, between the Seller, the Servicer and the Trust, as amended and supplemented from time to time.

UCC: The Uniform Commercial Code as in effect in the relevant jurisdiction.

UNCERTIFICATED SECURITY: Has the meaning given to such term in Section 8-102(a)(18) of the New York UCC.

VOTING INTERESTS: As of any date, the aggregate Certificate Balance of all Certificates outstanding; PROVIDED, HOWEVER, that Certificates owned by the Issuer, the Seller or any Affiliate of any of the foregoing Persons (each, an "INSIDER") shall be disregarded and deemed not to be outstanding (unless all Certificates are owned by insiders), except that, in determining whether the Owner Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Certificates that the Owner Trustee knows to be so owned shall be so disregarded. Certificates so owned that have been pledged in good faith may be regarded as outstanding if the pledgee establishes to the satisfaction of the Owner Trustee the pledgor's right so to act with respect to such Certificates and that the pledgee is not the Issuer, the Seller or any Affiliate of any of the foregoing Persons (unless all Certificates are owned by insiders).

WARRANTY PAYMENT: With respect to a Distribution Date and to a Warranty Receivable repurchased as of the last day of a Monthly Period,

(i) in the case of a Scheduled Interest Receivable, a payment equal to the SUM of:

- (A) the sum of all remaining Scheduled Payments on such Receivable minus the Rebate,
- (B) all past due Scheduled Payments with respect to which a Scheduled Interest Advance has not been made,
- (C) any reimbursement made pursuant to the last sentence of SUBSECTION 5.04(a) of the Trust Sale and Servicing Agreement with respect to such Receivable, and
- (D) all Outstanding Scheduled Interest Advances with respect to such Receivable, minus any Liquidation Proceeds (to the extent applied to reduce the Principal Balance of such Receivable) previously received

with respect to such Receivable, or

- (ii) in the case of a Simple Interest Receivable, a payment equal to the Amount Financed minus that portion of all payments received from the related Obligor on or prior to the last day of the related Monthly Period allocable to principal and minus any Liquidation Proceeds (to the extent applied to reduce the Principal Balance of such Receivable) previously received with respect to such Receivable.

WARRANTY PURCHASER: The Person described in SECTION 2.05 of the Trust Sale and Servicing Agreement.

WARRANTY RECEIVABLE: A Receivable which the Warranty Purchaser has become obligated to repurchase pursuant to SECTION 2.05 of the Trust Sale and Servicing Agreement.

PART II - RULES OF CONSTRUCTION

- (a) ACCOUNTING TERMS. As used in this Appendix or the Basic Documents, accounting terms which are not defined, and accounting terms partly defined, herein or therein shall have the respective meanings given to them under generally accepted accounting principles. To the extent that the definitions of accounting terms in this Appendix or the Basic Documents are inconsistent with the meanings of such terms under generally accepted accounting principles, the definitions contained in this Appendix or the Basic Documents will control.
- (b)
- (c) "HEREOF," ETC. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Appendix or any Basic Document will refer to this Appendix or such Basic Document as a whole and not to any particular provision of this Appendix or such Basic Document; and Section, Schedule and Exhibit references contained in this Appendix or any Basic Document are references to Sections, Schedules and Exhibits in or to this Appendix or such Basic Document unless otherwise specified. The word "or" is not exclusive.
- (d)
- (e) REFERENCE TO DISTRIBUTION DATES. With respect to any Distribution Date, the "related Monthly Period," and the "related Record Date," will mean the Monthly Period and Record Date, respectively, immediately preceding such Distribution Date, and the relationships among Monthly Periods and Record Dates will be correlative to the foregoing relationships.
- (f)
- (g) NUMBER AND GENDER. Each defined term used in this Appendix or the Basic Documents has a comparable meaning when used in its plural or singular form. Each gender-specific term used in this Appendix or the Basic Documents has a comparable meaning whether used in a masculine,

feminine or gender-neutral form.

(h)

(i) INCLUDING. Whenever the term "including" (whether or not that term is followed by the phrase "but not limited to" or "without limitation" or words of similar effect) is used in this Appendix or the Basic Documents in connection with a listing of items within a particular classification, that listing will be interpreted to be illustrative only and will not be interpreted as a limitation on, or exclusive listing of, the items within that classification.

(j)

APPENDIX B

NOTICE ADDRESSES AND PROCEDURES

All requests, demands, directions, consents, waivers, notices, authorizations and communications provided or permitted under any Basic Document to be made upon, given or furnished to or filed with the Seller, the Servicer, the Administrator, the Indenture Trustee, the Issuer, the Owner Trustee, the Custodian or the Rating Agencies shall be in writing, personally delivered, sent by facsimile with a copy to follow via first class mail or mailed by certified mail-return receipt requested, and shall be deemed to have been duly given upon receipt:

(a) in the case of the Seller, at the following address:

Capital Auto Receivables, Inc.,
Corporation Trust Center,
1209 Orange Street,
Wilmington, Delaware 19801

with a copy to:

D.C. Walker, Vice President,
3031 West Grand Boulevard,
Detroit, Michigan 48202,

(a) in the case of the Servicer, the Administrator or the Custodian, at the following address:

P. D. Bull, Vice President,
General Motors Acceptance Corporation,
3031 West Grand Boulevard,
Detroit, Michigan 48202,

(a) in the case of the Indenture Trustee, at its Corporate Trust Office,

(a) in the case of the Issuer or the Owner Trustee, to the Owner Trustee at its Corporate Trust Office, with a copy to

Bankers Trust Company,
Four Albany Street, 10th Floor
New York, New York 10006,
Attention: Corporate Trust and Agency Group,

and with a copy to:

Capital Auto Receivables, Inc.,
Attention: D. C. Walker, Vice President
3031 West Grand Boulevard,
Detroit, Michigan 48202,

The Issuer shall promptly transmit any notice received by it from the Noteholders to the Indenture Trustee and the Indenture Trustee shall likewise promptly transmit any notice received by it from the Noteholders to the Issuer.

(a) in the case of Moody's Investors Service, Inc., to

Moody's Investors Service, Inc.,
ABS Monitoring Department,
99 Church Street,
New York, New York 10007,

(a) in the case of Standard & Poor's Ratings Services, to

Standard & Poor's Ratings Services,
25 Broadway,
New York, New York 10004,
Attention: Asset Backed Surveillance Department,

(a) in the case of Fitch IBCA, Inc., to

Fitch IBCA, Inc.,
One State Street Plaza,
New York, New York 10004,
Attention: Asset-Backed Surveillance, and

(a) in the case of Duff & Phelps Credit Rating Co., to

Duff & Phelps Credit Rating Co.,
55 E. Monroe Street,
Chicago, Illinois 60603,
Attention: Structured Finance Research & Monitoring,

or at such other address as shall be designated by such Person in a written notice to the other parties to this Agreement.

Where any Basic Document provides for notice to Noteholders or

Certificateholders of any condition or event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if it is in writing and mailed, first-class, postage prepaid to each Noteholder or Certificateholder affected by such condition or event, at such Person's address as it appears on the Note Register or Certificate Register, as applicable, not later than the latest date, and not earlier than the earliest date, prescribed in such Basic Document for the giving of such notice. If notice to Noteholders or Certificateholders is given by mail, neither the failure to mail such notice nor any defect in any notice so mailed to any particular Noteholders or Certificateholders shall affect the sufficiency of such notice with respect to other Noteholders or Certificateholders, and any notice that is mailed in the manner herein provided shall conclusively be presumed to have been duly given regardless of whether such notice is in fact actually received.

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY
OF A TRUSTEE PURSUANT TO SECTION 305(B)(2)

THE FIRST NATIONAL BANK OF CHICAGO
(EXACT NAME OF TRUSTEE AS SPECIFIED IN ITS CHARTER)

A NATIONAL BANKING ASSOCIATION

36-0899825
(I.R.S. EMPLOYER
IDENTIFICATION NUMBER)

ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)

60670-0126
(ZIP CODE)

THE FIRST NATIONAL BANK OF CHICAGO
ONE FIRST NATIONAL PLAZA, SUITE 0286
CHICAGO, ILLINOIS 60670-0286
ATTN: LYNN A. GOLDSTEIN, LAW DEPARTMENT (312) 732-6919
(NAME, ADDRESS AND TELEPHONE NUMBER OF AGENT FOR SERVICE)

CAPITAL AUTO RECEIVABLES ASSET TRUST 1999-1
(EXACT NAME OF OBLIGOR AS SPECIFIED IN ITS CHARTER)

DELAWARE
(STATE OR OTHER JURISDICTION OF
INCORPORATION OR ORGANIZATION)

PENDING
(I.R.S. EMPLOYER
IDENTIFICATION NUMBER)

C/O BANKERS TRUST (DELAWARE), AS OWNER TRUSTEE
1011 CENTRE ROAD
SUITE 200
WILMINGTON, DELAWARE
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)

19805
(ZIP CODE)

CAPITAL AUTO RECEIVABLES ASSET TRUST 1999-1 ASSET BACKED NOTES
(TITLE OF INDENTURE SECURITIES)

ITEM 1. GENERAL INFORMATION. FURNISH THE FOLLOWING
INFORMATION AS TO THE TRUSTEE:

(A) NAME AND ADDRESS OF EACH EXAMINING OR
SUPERVISING AUTHORITY TO WHICH IT IS SUBJECT.

Comptroller of Currency, Washington, D.C.; Federal Deposit
Insurance Corporation, Washington, D.C.; The Board of
Governors of the Federal Reserve System, Washington D.C..

(B) WHETHER IT IS AUTHORIZED TO EXERCISE
CORPORATE TRUST POWERS.

The trustee is authorized to exercise corporate trust powers.

ITEM 2. AFFILIATIONS WITH THE OBLIGOR. IF THE OBLIGOR IS AN AFFILIATE
OF THE TRUSTEE, DESCRIBE EACH SUCH AFFILIATION.

No such affiliation exists with the trustee.

ITEM 16. LIST OF EXHIBITS. LIST BELOW ALL EXHIBITS FILED AS A PART
OF THIS STATEMENT OF ELIGIBILITY.

1. A copy of the articles of association of the
trustee now in effect.*

2. A copy of the certificates of authority of the trustee to commence business.*
3. A copy of the authorization of the trustee to exercise corporate trust powers.*
4. A copy of the existing by-laws of the trustee.*
5. Not Applicable.
6. The consent of the trustee required by Section 321(b) of the Act.

7. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.
8. Not Applicable.
9. Not Applicable.

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, The First National Bank of Chicago, a national banking association organized and existing under the laws of the United States of America, has duly caused this Statement of Eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Chicago and State of Illinois, on the 10th day of March, 1999.

THE FIRST NATIONAL BANK OF CHICAGO,
TRUSTEE

BY _____
STEVEN M. WAGNER
FIRST VICE PRESIDENT

* EXHIBIT 1, 2, 3 AND 4 ARE HEREIN INCORPORATED BY REFERENCE TO EXHIBITS BEARING IDENTICAL NUMBERS IN ITEM 16 OF THE FORM T-1 OF THE FIRST NATIONAL BANK OF CHICAGO, FILED AS EXHIBIT 25 TO THE REGISTRATION STATEMENT ON FORM S-3 OF U S WEST CAPITAL FUNDING, INC., FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON MAY 6, 1998 (REGISTRATION NO. 333-51907-01).

EXHIBIT 6

THE CONSENT OF THE TRUSTEE REQUIRED
BY SECTION 321(b) OF THE ACT

March 10, 1999

Securities and Exchange Commission
Washington, D.C. 20549

Gentlemen:

In connection with the qualification of an indenture between Capital Auto Receivables Asset Trust 1999-1 and The First National Bank of Chicago, as Trustee, the undersigned, in accordance with Section 321(b) of the Trust Indenture Act of 1939, as amended, hereby consents that the reports of examinations of the undersigned, made by Federal or State authorities authorized to make such examinations, may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Very truly yours,

THE FIRST NATIONAL BANK OF CHICAGO

BY: _____
 STEVEN M. WAGNER
 FIRST VICE PRESIDENT

EXHIBIT 7

Legal Title of Bank: The First National Bank of Chicago Call Date: 12/31/98
 ST-BK: 17-1630 FFIEC 031
 Address: One First National Plaza, Ste 0460 Page RC-1
 City, State Zip: Chicago, IL 60670
 FDIC Certificate No.: 0/3/6/1/8

CONSOLIDATED REPORT OF CONDITION FOR INSURED COMMERCIAL
 AND STATE-CHARTERED SAVINGS BANKS FOR DECEMBER 31, 1998

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding of the last business day of the quarter.

<TABLE>

SCHEDULE RC--BALANCE SHEET

<CAPTION>

DOLLAR AMOUNTS IN THOUSANDS C400

ASSETS

	RCFD		<C>
<S>	----	<C>	<C>
1. Cash and balances due from depository institutions (from Schedule RC-A):			
a. Noninterest-bearing balances and currency and coin(1).....	0081	5,585,982	1.a
b. Interest-bearing balances(2).....	0071	4,623,842	1.b
2. Securities			
a. Held-to-maturity securities(from Schedule RC-B, column A).....	1754	0	2.a
b. Available-for-sale securities (from Schedule RC-B, column D).....	1773	11,181,405	2.b
3. Federal funds sold and securities purchased under agreements to resell	1350	9,853,544	3.
4. Loans and lease financing receivables:	RCFD		
a. Loans and leases, net of unearned income (from Schedule RC-C).....	2122	31,155,998	4.a
b. LESS: Allowance for loan and lease losses.....	3123	411,963	4.b
c. LESS: Allocated transfer risk reserve.....	3128	3,884	4.c
d. Loans and leases, net of unearned income, allowance, and reserve (item 4.a minus 4.b and 4.c).....	2125	30,740,151	4.d
5. Trading assets (from Schedule RD-D).....	3545	7,635,778	5.
6. Premises and fixed assets (including capitalized leases).....	2145	739,925	6.
7. Other real estate owned (from Schedule RC-M).....	2150	4,827	7.
8. Investments in unconsolidated subsidiaries and associated companies (from Schedule RC-M).....	2130	202,359	8.
9. Customers' liability to this bank on acceptances outstanding	2155	269,516	9.
10. Intangible assets (from Schedule RC-M).....	2143	291,665	10.
11. Other assets (from Schedule RC-F).....	2160	3,071,912	11.
12. Total assets (sum of items 1 through 11).....	2170	74,200,906	12.

<FN>

(1) Includes cash items in process of collection and unposted debits.
 (2) Includes time certificates of deposit not held for trading.

</FN>

</TABLE>

Legal Title of Bank: The First National Bank of Chicago Call Date: 12/31/98
 ST-BK: 17-1630 FFIEC 031
 Address: One First National Plaza, Ste 0460 Page RC-2
 City, State Zip: Chicago, IL 60670
 FDIC Certificate No.: 0/3/6/1/8

<TABLE>

<CAPTION>

LIABILITIES

<S>	<C>	<C>	<C>
13. Deposits:			
a. In domestic offices (sum of totals of columns A and C	RCON		
from Schedule RC-E, part 1).....	----		
(1) Noninterest-bearing(1).....	2200	22,524,140	13.a
(2) Interest-bearing.....	6631	10,141,937	13.a1
b. In foreign offices, Edge and Agreement subsidiaries, and	RCFN		
IBFs (from Schedule RC-E, part II).....	----		
(1) Noninterest bearing.....	2200	19,691,237	13.b
(2) Interest-bearing.....	6631	408,126	13.b1
14. Federal funds purchased and securities sold under agreements			
to repurchase:	RCFD 2800	9,113,686	14
15. a. Demand notes issued to the U.S. Treasury.....	RCON 2840	120,599	15.a
b. Trading Liabilities (from Schedule RC-D).....	RCFD 3548	6,797,927	15.b
16. Other borrowed money:	RCFD		
a. With original maturity of one year or less.....	----		
b. With original maturity of more than one year.....	2332	5,385,355	16.a
c. With original maturity of more than three years	A547	327,126	16.b
17. Not applicable	A548	316,411	16.c
18. Bank's liability on acceptance executed and outstanding	2920	269,516	18.
19. Subordinated notes and debentures.....	3200	2,400,000	19.
20. Other liabilities (from Schedule RC-G).....	2930	2,137,443	20.
21. Total liabilities (sum of items 13 through 20).....	2948	69,083,440	21.
22. Not applicable			
EQUITY CAPITAL			
23. Perpetual preferred stock and related surplus.....	3838	0	23.
24. Common stock.....	3230	200,858	24.
25. Surplus (exclude all surplus related to preferred stock).....	3839	3,201,435	25.
26. a. Undivided profits and capital reserves.....	3632	1,695,446	26.a
b. Net unrealized holding gains (losses) on available-for-sale			
securities.....	8434	6,349	26.b
27. Cumulative foreign currency translation adjustments	3284	13,378	27.
28. Total equity capital (sum of items 23 through 27).....	3210	5,117,466	28.
29. Total liabilities, limited-life preferred stock, and equity			
capital (sum of items 21, 22, and 28).....	3300	74,200,906	29.

Memorandum

To be reported only with the March Report of Condition.

1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 1996

- | | Number |
|---|---|
| | N/A. M1 |
|RCFD 6724 . . . | |
| 1 = Independent audit of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the bank | 4 = Directors' examination of the bank performed by other external auditors (may be required by state chartering authority) |
| 2 = Independent audit of the bank's parent holding company conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the consolidated holding company (but not on the bank separately) | 5 = Review of the bank's financial statements by external auditors |
| 3 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state chartering authority) | 6 = Compilation of the bank's financial statements by external auditors |
| | 7 = Other audit procedures (excluding tax preparation work) |
| | 8 = No external audit work |

<FN>

(1) Includes total demand deposits and noninterest-bearing time and savings deposits.

</FN>

</TABLE>

POOLING AND SERVICING AGREEMENT

BETWEEN

CAPITAL AUTO RECEIVABLES, INC.

AND

GENERAL MOTORS ACCEPTANCE CORPORATION

DATED AS OF MARCH 11, 1999

TABLE OF CONTENTS

		PAGE
	ARTICLE I	
	DEFINITIONS	
SECTION 1.01	Definitions	2
SECTION 1.02	Owner of a Receivable	2

ARTICLE II

PURCHASE AND SALE OF RECEIVABLES

SECTION 2.01	Purchase and Sale of Receivables	2
SECTION 2.02	Receivables Purchase Price	3
SECTION 2.03	The Closing	3
SECTION 2.04	Custody of Receivable Files	3

ARTICLE III

ADMINISTRATION AND SERVICING OF RECEIVABLES

SECTION 3.01	Duties of the Servicer	4
SECTION 3.02	Collection of Receivable Payments	5
SECTION 3.03	Rebates on Full Prepayments on Scheduled Interest Receivables	5
SECTION 3.04	Realization Upon Liquidating Receivables	5
SECTION 3.05	Maintenance of Insurance Policies	6
SECTION 3.06	Maintenance of Security Interests in Vehicles	6
SECTION 3.07	Covenants, Representations and Warranties of the Servicer	6
SECTION 3.08	Purchase of Receivables Upon Breach of Covenant	8
SECTION 3.09	Total Servicing Fee; Payment of Certain Expenses by Servicer	8
SECTION 3.10	Servicer's Accounting	8
SECTION 3.11	Application of Collections	9

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

SECTION 4.01	Representations and Warranties as to the Receivables	9
SECTION 4.02	Additional Representations and Warranties of GMAC	12
SECTION 4.03	Representations and Warranties of CARI	13

ARTICLE V

ADDITIONAL AGREEMENTS

SECTION 5.01	Conflicts With Further Transfer and Servicing Agreements	14
SECTION 5.02	Protection of Title	14
SECTION 5.03	Other Liens or Interests	15
SECTION 5.04	Repurchase Events	15
SECTION 5.05	Indemnification	15
SECTION 5.06	Further Assignments	15
SECTION 5.07	Pre-Closing Collections	16

ARTICLE VI

CONDITIONS

SECTION 6.01	Conditions to Obligation of CARI	16
SECTION 6.02	Conditions To Obligation of GMAC	17

ARTICLE VII

MISCELLANEOUS PROVISIONS

SECTION 7.01	Amendment	17
--------------	-----------	----

SECTION 7.02	Survival	17
SECTION 7.03	Notices	17
SECTION 7.04	GOVERNING LAW	17
SECTION 7.05	Waivers	18
SECTION 7.06	Costs and Expenses	18
SECTION 7.07	Confidential Information	18
SECTION 7.08	Headings	18
SECTION 7.09	Counterparts	18
SECTION 7.10	No Petition Covenant	18

EXHIBIT A	-	Form of Assignment
APPENDIX A	-	Definitions, Rules of Construction and Notices

POOLING AND SERVICING AGREEMENT, dated as of March 11, 1999, between CAPITAL AUTO RECEIVABLES, INC., a Delaware corporation ("CARI"), and GENERAL MOTORS ACCEPTANCE CORPORATION, a Delaware corporation (herein referred to as "GMAC" in its capacity as seller of the Receivables and as the "SERVICER" in its capacity as servicer of the Receivables).

WHEREAS, CARI desires to purchase a portfolio of automobile and light truck retail instalment sale contracts and related rights owned by GMAC;

WHEREAS, GMAC is willing to sell such contracts and related rights to CARI;

WHEREAS, CARI may wish to sell or otherwise transfer such contracts and related rights, or interests therein, to a trust, corporation, partnership or other entity (any such entity being the "ISSUER");

WHEREAS, the Issuer may issue debentures, notes, participations, certificates of beneficial interest, partnership interests or other interests or securities (collectively, any such issued interests or securities being "SECURITIES") to fund its acquisition of such contracts and related rights;

WHEREAS, the Issuer may wish to provide in the agreements pursuant to which it acquires its interest in such contracts and related rights and issues the Securities (all such agreements being collectively the "FURTHER TRANSFER AND SERVICING AGREEMENTS") that GMAC shall service such contracts;

WHEREAS, the Servicer is willing to service such contracts in accordance with the terms hereof for the benefit of CARI and, by its execution of the Further Transfer and Servicing Agreements, will be willing to service such contracts in accordance with the terms of such Further Transfer and Servicing Agreements for the benefit of the Issuer and each other party identified or described herein or in the Further Transfer and Servicing Agreements as having an interest as owner, trustee, secured party or holder of Securities (the Issuer and all such parties under the Further Transfer and Servicing Agreements being

"INTERESTED PARTIES") with respect to such contracts, and the proceeds thereof, as the interests of such parties may appear from time to time.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

ARTICLE 1.1 DEFINITIONS . Certain capitalized terms used in this Agreement are defined in and shall have the respective meanings assigned them in PART I of APPENDIX A to this Agreement. All references herein to "the Agreement" or "this Agreement" are to this Pooling and Servicing Agreement as it may be amended, supplemented or modified from time to time, and all references herein to Articles, Sections and subsections are to Articles, Sections or subsections of this Agreement unless otherwise specified. The rules of construction set forth in PART II of such APPENDIX A shall be applicable to this Agreement.

ARTICLE 1.1 OWNER OF A RECEIVABLE . For purposes of this Agreement, the "Owner" of a Receivable shall mean CARI until the execution and delivery of the Further Transfer and Servicing Agreements and thereafter shall mean the Issuer; PROVIDED, that GMAC or CARI, as applicable, shall be the "Owner" of any Receivable from and after the time that such Person shall acquire such Receivable, whether pursuant to SECTIONS 3.08 OR 5.04 of this Agreement, any provision of the Further Transfer and Servicing Agreements or otherwise.

ARTICLE 1.2

ARTICLE 1.3

ARTICLE II
PURCHASE AND SALE OF RECEIVABLES

ARTICLE 1.1 PURCHASE AND SALE OF RECEIVABLES . On such date as is acceptable to CARI and GMAC by which the conditions specified in Article VI have been satisfied (and in any event immediately prior to consummation of the transactions contemplated by the Further Transfer and Servicing Agreements, if any), GMAC shall sell, transfer, assign and otherwise convey to CARI, without recourse:

ARTICLE 1.2

- (a) all right, title and interest of GMAC in, to and under the Receivables listed on the Schedule of Receivables and (i) in the case of Scheduled Interest Receivables, all monies due thereunder on and after the Cutoff Date and (ii) in the case of Simple Interest Receivables, all monies received thereon on and after the Cutoff Date, in each case exclusive of any amounts allocable to the premium for physical damage insurance force-placed by GMAC covering any related Financed Vehicle;
- (b)
- (c) the interest of GMAC in the security interests in the Financed Vehicles granted by Obligors pursuant to the Receivables and, to the extent permitted by law, any accessions thereto;

- (d)
- (e) except for those Receivables originated in Wisconsin, the interest of GMAC in any proceeds from claims on any physical damage, credit life, credit disability or other insurance policies covering Financed Vehicles or Obligors;
- (f)
- (g) the interest of GMAC in any proceeds from recourse against Dealers on Receivables; and
- (h)

- (i) the interest of GMAC in any proceeds of the property described in clauses (a) and (b) above.
- (j)
- (k) The property described in clauses (a) through (e) is referred to herein collectively as the "PURCHASED PROPERTY."
- (l)
- (m) It is the intention of GMAC and CARI that the transfer and assignment contemplated by this Agreement shall constitute a sale of the Receivables from GMAC to CARI and the beneficial interest in and title to the Receivables shall not be part of GMAC's estate in the event of the filing of a bankruptcy petition by or against GMAC under any bankruptcy law.
- (n)
- (o) The foregoing sale does not constitute and is not intended to result in any assumption by CARI of any obligation of GMAC to the Obligors, Dealers, insurers or any other Person in connection with the Receivables, any Dealer Agreements, any insurance policies or any agreement or instrument relating to any of them.
- (p)

ARTICLE 1.3 RECEIVABLES PURCHASE PRICE . In consideration for the Purchased Property, CARI shall, at the closing hereunder, pay to GMAC an amount equal to the Initial Aggregate Discounted Principal Balance in respect of the Receivables (the "RECEIVABLES PURCHASE PRICE") and GMAC shall execute and deliver to CARI an assignment in the form attached hereto as EXHIBIT A. A portion of the Receivables Purchase Price equal to \$2,487,750,363 shall be paid to GMAC in immediately available funds, and the balance of the Receivables Purchase Price shall be recorded as an advance from GMAC to CARI pursuant to the Intercompany Advance Agreement.

ARTICLE 1.4

ARTICLE 1.5 THE CLOSING . The sale and purchase of the Receivables shall take place at the offices of GMAC, 3031 West Grand Boulevard, Detroit, Michigan 48202, at a date and time mutually agreeable to GMAC and CARI, and may occur simultaneously with the closing of transactions contemplated by the Further Transfer and Servicing Agreements.

ARTICLE 1.6

ARTICLE 1.7 CUSTODY OF RECEIVABLE FILES . In connection with the sale, transfer and assignment of the Receivables to CARI pursuant to this Agreement, CARI, simultaneously with the execution and delivery of this Agreement, shall enter into the Custodian Agreement with the Custodian, pursuant to which CARI shall

revocably appoint the Custodian, and the Custodian shall accept such appointment, to act as the agent of CARI as Custodian of the following documents or instruments which shall be constructively delivered to CARI with respect to each Receivable:

ARTICLE 1.8

- (a) the fully executed original of the instalment sale contract for such Receivable;
- (b)
- (c) documents evidencing or related to any Insurance Policy;
- (d)
- (e) the original credit application of each Obligor, fully executed by each such Obligor on GMAC's customary form, or on a form approved by GMAC, for such application;
- (f)
- (g) where permitted by law, the original certificate of title (when received) and otherwise such documents, if any, that GMAC keeps on file in accordance with its customary procedures indicating that the Financed Vehicle is owned by the Obligor and subject to the interest of GMAC as first lienholder or secured party; and
- (h)
- (i) any and all other documents that GMAC keeps on file in accordance with its customary procedures relating to the individual Receivable, Obligor or Financed Vehicle.
- (j)
- (k)

ARTICLE III

ADMINISTRATION AND SERVICING OF RECEIVABLES

ARTICLE 1.1 DUTIES OF THE SERVICER . The Servicer is hereby appointed and authorized to act as agent for the Owner of the Receivables and in such capacity shall manage, service, administer and make collections on the Receivables with reasonable care, using that degree of skill and attention that the Servicer exercises with respect to comparable automotive receivables that it services for itself or others. The Servicer hereby accepts such appointment and authorization and agrees to perform the duties of Servicer with respect to the Receivables set forth herein and in the Further Transfer and Servicing Agreements. The Servicer's duties shall include collection and posting of all payments, responding to inquiries of Obligors, investigating delinquencies, sending payment coupons to Obligors, reporting tax information to Obligors, policing the collateral, accounting for collections and furnishing monthly and annual statements to the Owner of any Receivables with respect to distributions, generating federal income tax information and performing the other duties specified herein. Subject to the provisions of SECTION 3.02, the Servicer shall follow its customary standards, policies and procedures and shall have full power and authority, acting alone, to do any and all things in connection with such managing, servicing, administration and collection that it may deem necessary or desirable. Without limiting the generality of the foregoing, the

Servicer is hereby authorized and empowered by the Owner of the Receivables, pursuant to this SECTION 3.01, to execute and deliver, on behalf of all Interested Parties, or any of them, any and all instruments of satisfaction or cancellation, or of partial or full release or discharge, and all other comparable instruments, with respect to the Receivables and the Financed Vehicles. The Servicer is hereby authorized to commence, in its own name or in the name of the Owner of such Receivable a legal proceeding to enforce a Liquidating Receivable as contemplated by SECTION 3.04, to enforce all obligations of GMAC and CARI under this Agreement and under the Further Transfer and Servicing Agreements or to commence or participate in a legal proceeding (including without limitation a bankruptcy proceeding) relating to or involving a Receivable or a Liquidating Receivable. If the Servicer commences or participates in such a legal proceeding in its own name, the Owner of such Receivable shall thereupon be deemed to have automatically assigned such Receivable to the Servicer for purposes of commencing or participating in any such proceeding as a party or claimant, and the Servicer is hereby authorized and empowered by the Owner of a Receivable to execute and deliver in the Servicer's name any notices, demands, claims, complaints, responses, affidavits or other documents or instruments in connection with any such proceeding. Any Owner of Receivables shall furnish the Servicer with any powers of attorney and other documents and take any other steps which the Servicer may deem necessary or appropriate to enable the Servicer to carry out its servicing and

administrative duties under this Agreement and the Further Transfer and Servicing Agreements. Except to the extent required by the preceding two sentences, the authority and rights granted to the Servicer in this SECTION 3.01 shall be nonexclusive and shall not be construed to be in derogation of the retention by the Owner of a Receivable of equivalent authority and rights.

ARTICLE 1.2

ARTICLE 1.3 COLLECTION OF RECEIVABLE PAYMENTS. The Servicer shall make reasonable efforts to collect all payments called for under the terms and provisions of the Receivables as and when the same shall become due, and shall follow such collection practices, policies and procedures as it follows with respect to comparable automotive receivables that it services for itself or others. Except as provided in SUBSECTION 3.07(A)(III), the Servicer is hereby authorized to grant extensions, rebates or adjustments on a Receivable without the prior consent of the Owner of such Receivable. The Servicer is authorized in its discretion to waive any prepayment charge, late payment charge or any other fees that may be collected in the ordinary course of servicing such Receivable.

ARTICLE 1.4

ARTICLE 1.5 REBATES ON FULL PREPAYMENTS ON SCHEDULED INTEREST RECEIVABLES . If the amount of a full Prepayment by an Obligor under a Scheduled Interest Receivable, after adjustment for the Rebate, is less than the amount that would be payable under the actuarial method if a full Prepayment were made at the end of the billing month under such Scheduled Interest Receivable, either because the Rebate calculated under the terms of such Receivable is greater than the amount calculable under the actuarial method or because the Servicer's customary servicing procedure is to credit a greater Rebate, the Servicer, as part of its servicing duties, shall remit such difference to the Owner of such Receivable.

ARTICLE 1.6

ARTICLE 1.7 REALIZATION UPON LIQUIDATING RECEIVABLES . The Servicer shall use reasonable efforts, consistent with its customary servicing procedures, to repossess or otherwise comparably convert the ownership of any Financed Vehicle that it has reasonably determined should be repossessed or otherwise converted following a default under the Receivable secured by the Financed Vehicle. The Servicer is authorized to follow such practices, policies and procedures as it follows with respect to comparable automotive receivables that it services for itself or others, which practices, policies and procedures may include reasonable efforts to realize upon any recourse to Dealers, selling the related Financed Vehicle at public or private sale and other actions by the Servicer in order to realize upon such a Receivable. The foregoing is subject to the provision that, in any case in which the Financed Vehicle shall have suffered damage, the Servicer shall not expend funds in connection with any repair or towards the repossession of such Financed Vehicle unless it shall determine in its discretion that such repair and/or repossession shall increase the proceeds of liquidation of the related Receivable by an amount greater than the amount of such expenses. The Servicer shall be entitled to receive Liquidation Expenses with respect to each Liquidating Receivable at such time as the Receivable becomes a Liquidating Receivable (or as may otherwise be provided in the Further Transfer and Servicing Agreements).

ARTICLE 1.8

ARTICLE 1.9 MAINTENANCE OF INSURANCE POLICIES . The Servicer shall, in accordance with its customary servicing procedures, require that each Obligor shall have obtained physical damage insurance covering the Financed Vehicle as of the execution of the related Receivable. The Servicer shall, in accordance with its customary servicing procedures, monitor such physical damage insurance with respect to each Receivable.

ARTICLE 1.10

ARTICLE 1.11 MAINTENANCE OF SECURITY INTERESTS IN VEHICLES . The Servicer shall, in accordance with its customary servicing procedures and at its own expense, take such steps as are necessary to maintain perfection of the security interest created by each Receivable in the related Financed Vehicle. The Owner of each Receivable hereby authorizes the Servicer to re-perfect such security interest on behalf of such Owner, as necessary because of the relocation of a Financed Vehicle, or for any other reason.

ARTICLE 1.12

ARTICLE 1.13 COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE SERVICER . As of the closing hereunder, the Servicer hereby makes the following representations, warranties and covenants on which CARI relies in accepting the Receivables hereunder and on which the Issuer shall rely in accepting the Receivables and executing and delivering the Securities under the Further Transfer and Servicing Agreements.

ARTICLE 1.14

(a) The Servicer covenants that from and after the closing hereunder:

(b)

(i) LIENS IN FORCE. Except as contemplated in this Agreement or the Further Transfer and Servicing Agreements, the Servicer shall not

release in whole or in part any Financed Vehicle from the security interest securing the related Receivable;

(i) NO IMPAIRMENT. The Servicer shall do nothing to impair the rights of CARI or any Interested Party in and to the Receivables; and

(i) NO MODIFICATIONS. The Servicer shall not amend or otherwise modify any Receivable such that the Amount Financed, the Annual Percentage Rate, the total number of Scheduled Payments (in the case of a Scheduled Interest Receivable) or the number of originally scheduled due dates (in the case of a Simple Interest Receivable), is altered or such that the last Scheduled Payment (in the case of a Scheduled Interest Receivable) or the last scheduled due date (in the case of a Simple Interest Receivable) occurs after the final scheduled payment date that is specified in SECTION 4.01(R).

(a) Upon the execution of the Further Transfer and Servicing Agreements, the Servicer represents and warrants to the Issuer and CARI that in addition to the representations and warranties in SECTIONS 4.01 AND 4.02 being true as of the date of the closing thereunder that as of such closing:

(b)

(i) ORGANIZATION AND GOOD STANDING. The Servicer had at all relevant times, and now has, power, authority and legal right to service the Receivables as provided herein and in the Further Transfer and Servicing Agreements;

(i) POWER AND AUTHORITY. The Servicer has the power and authority to execute and deliver the Further Transfer and Servicing Agreements and to carry out the terms of such agreements; and the Servicer's execution, delivery and performance of the Further Transfer and Servicing Agreements have been duly authorized by the Servicer by all necessary corporate action;

(i) BINDING OBLIGATION. The Further Transfer and Servicing Agreements, when duly executed and delivered, shall constitute the legal, valid and binding obligations of the Servicer enforceable in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(i) NO VIOLATION. The consummation by the Servicer of the transactions contemplated by the Further Transfer and Servicing Agreements, and the fulfillment by the Servicer of the terms of

the Further Transfer and Servicing Agreements, shall not conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time) a default under, the articles of incorporation or by-laws of the Servicer, or any indenture, agreement, mortgage, deed of trust or other instrument to which the Servicer is a party or by which it is bound, or result in the creation or imposition of any Lien upon any of its properties pursuant to the terms of any such indenture, agreement, mortgage, deed of trust or other instrument, other than the Further Transfer and Servicing Agreements, or violate any law or, to the best of the Servicer's knowledge, any order, rule or regulation applicable to the Servicer of any court or of any federal or state regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Servicer or any of its properties;

(i) NO PROCEEDINGS. To the Servicer's knowledge, there are no proceedings or investigations pending, or threatened, before any court, regulatory body, administrative agency or other tribunal or governmental instrumentality having jurisdiction over the Servicer or its properties (A) asserting the invalidity of the Further Transfer and Servicing Agreements or any Securities issued thereunder, (B) seeking to prevent the issuance of such Securities or the consummation of any of the transactions contemplated by the Further Transfer and Servicing Agreements, or (C) seeking any determination or ruling that might materially and adversely affect the performance by the Servicer of its obligations under, or the validity or enforceability of, the Further Transfer and Servicing Agreements; and

(i) REASONABLE LIQUIDATION EXPENSES. The amounts defined as "LIQUIDATION EXPENSES" are a reasonable estimate of such expenses, reasonably related to the Servicer's experience for such expenses in servicing comparable automotive receivables.

ARTICLE 1.1 PURCHASE OF RECEIVABLES UPON BREACH OF COVENANT . Upon discovery by any of the Servicer, CARI or any party under the Further Transfer and Servicing Agreements of a breach of any of the covenants set forth in SECTIONS 3.06 AND 3.07(A), the party discovering such breach shall give prompt written notice thereof to the others. As of the last day of the second Monthly Period following its discovering or receiving notice of such breach (or, at the Servicer's election, the last day of the first Monthly Period so following), the Servicer shall, unless it shall have cured such breach in all material respects, purchase from the Owner thereof any Receivable materially and adversely affected by such breach as determined by such Owner and, on the related Distribution Date, the Servicer shall pay the Administrative Purchase Payment, and shall be entitled to receive the Released Administrative Amount, if any. It is understood and agreed that the obligation of the Servicer to purchase any Receivable with respect to which such a breach has occurred and is continuing shall, if such obligation is

fulfilled, constitute the sole remedy against the Servicer for such breach available to CARI or any Interested Party.

ARTICLE 1.2

ARTICLE 1.3 TOTAL SERVICING FEE; PAYMENT OF CERTAIN EXPENSES BY SERVICER . The Servicer is entitled to receive the Total Servicing Fee and Supplemental Servicing Fees out of collections in respect of the Receivables. The Servicer shall also be entitled to Investment Earnings as set forth in the Further Transfer and Servicing Agreements. Subject to any limitations on the Servicer's liability under the Further Transfer and Servicing Agreements, the Servicer shall be required to pay all expenses incurred by it in connection with its activities under this Agreement and under the Further Transfer and Servicing Agreements (including fees and disbursements of the Issuer, any trustees and independent accountants, taxes imposed on the Servicer, expenses incurred in connection with distributions and reports to holders of Securities and all other fees and expenses not expressly stated under this Agreement or the Further Transfer and Servicing Agreements to be for the account of the holders of Securities).

ARTICLE 1.4

ARTICLE 1.5 SERVICER'S ACCOUNTING . On each Determination Date under a Further Transfer and Servicing Agreement, the Servicer shall deliver to each of the trustees and other applicable parties under the Further Transfer and Servicing Agreements and to CARI and the Rating Agencies a Servicer's Accounting with respect to the immediately preceding Monthly Period executed by the President or any Vice President of the Servicer containing all information necessary to each such party for making any distributions required by the Further Transfer and Servicing Agreements, and all information necessary to each such party for sending any statements required under the Further Transfer and Servicing Agreements. Receivables to be purchased by the Servicer under SECTIONS 3.08 OR 5.04 or to be repurchased by CARI or GMAC under the Further Transfer and Servicing Agreements as of the last day of any Monthly Period shall be identified by Receivable number (as set forth in the Schedule of Receivables). With respect to any Receivables for which CARI is the Owner, the Servicer shall deliver to CARI such accountings relating to such Receivables and the actions of the Servicer with respect thereto as CARI may reasonably request.

ARTICLE 1.6

ARTICLE 1.7 APPLICATION OF COLLECTIONS . For the purposes of this Agreement and the Further Transfer and Servicing Agreements, no later than each Distribution Date all collections for the related Monthly Period shall be applied by the Servicer as follows:

ARTICLE 1.8

- (a) With respect to each Scheduled Interest Receivable (other than an Administrative Receivable or a Warranty Receivable), payments by or on behalf of the Obligor which are not Supplemental Servicing Fees shall be applied first to reduce outstanding advances of shortfalls in collections, if any, made pursuant to the Further Transfer and Servicing Agreements with respect to such Receivable. Next, the amount of any such payments in excess of Supplemental Servicing Fees and any such advances with respect to such Receivable shall be applied to the

Scheduled Payment with respect to such Receivable. Any amount of such payments remaining after the applications described in the preceding two sentences constitutes an Excess Payment with respect to such Receivable, and such Excess Payment (to the extent it does not constitute a Payment Ahead) shall be applied to prepay such Receivable. If the amounts applied under the first two sentences of this SUBSECTION 3.11(A) shall be less than the Scheduled Payment, whether as a result of any extension granted to the Obligor or otherwise, then the Deferred Prepayment, if any, with respect to such Receivable shall be applied by the Servicer to the extent of the shortfall, and such Deferred Prepayment shall be reduced accordingly.

(b)

(c) With respect to all Simple Interest Receivables (other than Administrative Receivables and Warranty Receivables), payments by or on behalf of the Obligors which are not Supplemental Servicing Fees shall be applied first to the payment to the Servicer of Excess Simple Interest Collections, if any, and next to principal and interest on all such Simple Interest Receivables.

(d)

(e) With respect to each Administrative Receivable and Warranty Receivable, payments by or on behalf of the Obligor shall be applied in the same manner, except that any Released Administrative Amount or Released Warranty Amount shall be remitted to the Servicer or CARI, as applicable. In the case of a Scheduled Interest Receivable, a Warranty Payment shall be applied to reduce any advances described in SECTION 3.11(A) and such Warranty Payment or an Administrative Purchase Payment, as applicable, shall be applied to the Scheduled Payment, in each case to the extent that the payments by or on behalf of the Obligor shall be insufficient, and then to prepay such Receivable in full. In the case of a Simple Interest Receivable, a Warranty Payment or an Administrative Payment, as applicable, shall be applied to principal and interest on such Receivable.

(f)

(g)

ARTICLE IV REPRESENTATIONS AND WARRANTIES

ARTICLE 1.1 REPRESENTATIONS AND WARRANTIES AS TO THE RECEIVABLES . GMAC makes the following representations and warranties as to the Receivables on which CARI relies in accepting the Receivables. Such representations and warranties speak as of the date hereof, as of the closing hereunder and as of the closing under the Further Transfer and Servicing Agreements, and shall survive the sale, transfer and assignment of the Receivables to CARI and the subsequent assignment and transfer pursuant to the Further Transfer and Servicing Agreements:

(a) CHARACTERISTICS OF RECEIVABLES. Each Receivable (i) was originated by a Dealer for the retail sale of a Financed Vehicle in the ordinary course of such Dealer's business, was fully and properly executed by the parties thereto, was purchased by GMAC from such Dealer under an

existing Dealer Agreement, and was validly assigned by such Dealer to GMAC in accordance with its terms, (ii) has created or shall create a valid, binding and enforceable first priority security interest in favor of GMAC in the Financed Vehicle, which security interest is assignable by GMAC to CARI, (iii) contains customary and enforceable provisions such as to render the rights and remedies of the holder thereof adequate for realization against the collateral of the benefits of the security, (iv) provides for level monthly payments (provided that the payment in the first month and the final month of the life of the Receivable may be different from the level payment) that shall amortize the Amount Financed by maturity and shall yield interest at the Annual Percentage Rate and (v) is a Simple Interest Receivable;

(b)

(c) SCHEDULE OF RECEIVABLES. The information set forth in the Schedule of Receivables is true and correct in all material respects, and no selection procedures believed to be adverse to CARI or to holders of the Securities issued under the Further Transfer and Servicing Agreements were utilized in selecting the Receivables from those receivables of GMAC which meet the selection criteria under this Agreement;

(d)

(e) COMPLIANCE WITH LAW. All requirements of applicable federal, state and local laws, and regulations thereunder, including, without limitation, usury laws, the Federal Truth-in-Lending Act, the Equal Credit Opportunity Act, the Fair Credit Billing Act, the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, the Federal Trade Commission Act, the Magnuson-Moss Warranty Act, the Federal Reserve Board's Regulations "B" and "Z", the Soldiers' and Sailors' Civil Relief Act of 1940, the Texas Consumer Credit Code, and state adaptations of the National Consumer Act and of the Uniform Consumer Credit Code and other consumer credit laws and equal credit opportunity and disclosure laws, in respect of any of the Receivables, have been complied with in all material respects, and each Receivable and the sale of the Financed Vehicle evidenced thereby complied at the time it was originated or made and now complies in all material respects with all legal requirements of the jurisdiction in which it was originated or made;

(f)

(g) BINDING OBLIGATION. Each Receivable represents the genuine, legal, valid and binding payment obligation in writing of the Obligor thereon, enforceable by the holder thereof in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights in general and by equity, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(h)

(i) SECURITY INTEREST IN FINANCED VEHICLE. Immediately prior to the sale,

transfer and assignment thereof pursuant hereto, each Receivable was secured by a validly perfected first priority security interest in the Financed Vehicle in favor of GMAC as secured party or all necessary and appropriate action had been commenced that would result in the valid perfection of a first priority security interest in the Financed Vehicle in favor of GMAC as secured party;

(j)

(k) RECEIVABLES IN FORCE. No Receivable has been satisfied, subordinated or rescinded, and the Financed Vehicle securing each such Receivable has not been released from the lien of the related Receivable in whole or in part;

(l)

(m) NO WAIVER. Since the Cutoff Date, no provision of a Receivable has been waived, altered or modified in any respect;

(n)

(o) NO DEFENSES. No right of rescission, setoff, counterclaim or defense has been asserted or threatened with respect to any Receivable;

(p)

(q) NO LIENS. There are, to the best of GMAC's knowledge, no liens or claims that have been filed for work, labor or materials affecting any Financed Vehicle securing any Receivable that are or may be liens prior to, or equal or coordinate with, the security interest in the Financed Vehicle granted by the Receivable;

(r)

(s) INSURANCE. Each Obligor is required to maintain a physical damage insurance policy of the type that GMAC requires in accordance with its customary underwriting standards for the purchase of automotive receivables;

(t)

(u) GOOD TITLE. No Receivable has been sold, transferred, assigned or pledged by GMAC to any Person other than CARI; immediately prior to the conveyance of the Receivables pursuant to this Agreement GMAC had good and marketable title thereto, free of any Lien; and, upon execution and delivery of this Agreement by GMAC, CARI shall have all of the right, title and interest of GMAC in and to the Receivables, the unpaid indebtedness evidenced thereby and the collateral security therefor, free of any Lien;

(v)

(w) LAWFUL ASSIGNMENT. No Receivable was originated in, or is subject to the laws of, any jurisdiction the laws of which would make unlawful the sale, transfer and assignment of such Receivable under this Agreement;

(x)

(y) ALL FILINGS MADE. All filings (including, without limitation, UCC filings) necessary in any jurisdiction to give CARI a first priority perfected ownership interest in the Receivables shall have been made;

(z)

(aa) ONE ORIGINAL. There is only one original executed copy of each

Receivable;

(bb)

(cc) NO DOCUMENTS OR INSTRUMENTS. No Receivable, or constituent part thereof, constitutes a "NEGOTIABLE INSTRUMENT" or "NEGOTIABLE DOCUMENT OF TITLE" (as such terms are used in the UCC);

(dd)

(ee) MATURITY OF RECEIVABLES. Each Receivable has an original maturity of not less than 24 months and not greater than 60 months;

(ff)

(gg) LOWEST ANNUAL PERCENTAGE RATE. The lowest Annual Percentage Rate of any Receivable is 0.01%;

(hh)

(ii) SCHEDULED PAYMENTS; DELINQUENCY. Each Receivable was originated on or after December 1, 1996, has a first scheduled payment that is due on or after January 1, 1997, has a final scheduled payment that is due no later than July 31, 2004, and has neither a payment that is more than 29 days overdue as of the Cutoff Date nor been charged-off by GMAC;

(jj)

(kk) VEHICLES. Each Financed Vehicle shall be a new automobile or light truck;

(ll)

(mm) ORIGIN. Each Receivable shall have been originated in the United States; and

(nn)

(oo) NO AMENDMENT. No Receivable has been amended or otherwise modified such that the total number of the Obligor's Scheduled Payments (in the case of a Scheduled Interest Receivable) or the number of originally scheduled due dates (in the case of a Simple Interest Receivable) is increased or such that the Amount Financed is increased.

(pp)

ARTICLE 1.2 ADDITIONAL REPRESENTATIONS AND WARRANTIES OF GMAC . GMAC hereby represents and warrants to CARI as of the date hereof, as of the closing hereunder and as of the closing under the Further Transfer and Servicing Agreements, both in its capacity as the seller of the Receivables hereunder and in its capacity as Servicer, that:

ARTICLE 1.3

(a) ORGANIZATION AND GOOD STANDING. GMAC has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Delaware, with power and authority to own its properties and to conduct its business as such properties are presently owned and such business is presently conducted;

(b)

(c) DUE QUALIFICATION. GMAC is duly qualified to do business as a foreign corporation in good standing, and has obtained all necessary licenses and approvals, in all jurisdictions in which the ownership or lease of property or the conduct of its business (including the servicing of the Receivables) requires or shall require such qualification;

(d)

(e) POWER AND AUTHORITY. GMAC has the power and authority to execute and deliver this Agreement and to carry out its terms; GMAC has full power

and authority to sell and assign the property to be sold and assigned to CARI and to service the Receivables as provided herein and in the Further Transfer and Servicing Agreements, has duly authorized such sale and assignment to CARI by all necessary corporate action; and the execution, delivery and performance of this Agreement have been duly authorized by GMAC by all necessary corporate action;

(f)

(g) VALID SALE; BINDING OBLIGATION. This Agreement, when duly executed and delivered, shall constitute a valid sale, transfer and assignment of the Receivables, enforceable against creditors of and purchasers from GMAC; and this Agreement, when duly executed and delivered, shall constitute a legal, valid and binding obligation of GMAC enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(h)

(i) NO VIOLATION. The consummation of the transactions contemplated by this Agreement and the fulfillment of the terms of this Agreement shall not conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time) a default under, the articles of incorporation or By-laws of GMAC, or any indenture, agreement, mortgage, deed of trust or other instrument to which GMAC is a party or by which it is bound, or result in the creation or imposition of any Lien upon any of its properties pursuant to the terms of any such indenture, agreement, mortgage, deed of trust or other instrument, other than this Agreement or violate any law or, to the best of GMAC's knowledge, any order, rule or regulation applicable to GMAC of any court or of any federal or state regulatory body, administrative agency or other governmental instrumentality having jurisdiction over GMAC or any of its properties; and

(j)

(k) NO PROCEEDINGS. To GMAC's knowledge, there are no proceedings or investigations pending, or threatened, before any court, regulatory body, administrative agency or other tribunal or governmental instrumentality having jurisdiction over GMAC or its properties (A) asserting the invalidity of this Agreement, (B) seeking to prevent the consummation of any of the transactions contemplated by this Agreement, or (C) seeking any determination or ruling that might materially and adversely affect the performance by GMAC of its obligations under, or the validity or enforceability of, this Agreement.

(l)

ARTICLE 1.4 REPRESENTATIONS AND WARRANTIES OF CARI . CARI hereby represents and warrants to GMAC as of the date hereof and as of the closing hereunder:

ARTICLE 1.5

(a) ORGANIZATION AND GOOD STANDING. CARI has been duly organized and is

validly existing as a corporation in good standing under the laws of the State of Delaware, with power and authority to own its properties and to conduct its business as such properties are presently owned and such business is presently conducted, and had at all relevant times, and now has, power, authority and legal right to acquire and own the Receivables

(b)

(c) DUE QUALIFICATION. CARI is duly qualified to do business as a foreign corporation in good standing, and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business requires such qualification;

(d)

(e) POWER AND AUTHORITY. CARI has the power and authority to execute and deliver this Agreement and to carry out its terms and the execution, delivery and performance of this Agreement have been duly authorized by CARI by all necessary corporate action;

(f)

(g) NO VIOLATION. The consummation of the transactions contemplated by this Agreement and the fulfillment of the terms of this Agreement shall not conflict with, result in any breach of any of the terms and provisions of or constitute (with or without notice or lapse of time) a default under, the certificate of incorporation or By-laws of CARI, or any indenture, agreement, mortgage, deed of trust or other instrument to which CARI is a party or by which it is bound, or result in the creation or imposition of any Lien upon any of its properties pursuant to the terms of any such indenture, agreement or other instrument, other than any Further Transfer and Servicing Agreement or violate any law or, to the best of CARI's knowledge, any order, rule or regulation applicable to CARI of any court or of any federal or state regulatory body, administrative agency or other governmental instrumentality having jurisdiction over CARI or any of its properties; and

(h)

(i) NO PROCEEDINGS. To CARI's knowledge, there are no proceedings or investigations pending, or threatened, before any court, regulatory body, administrative agency or other tribunal or governmental instrumentality having jurisdiction over CARI or its properties (i) asserting the invalidity of this Agreement, or (ii) seeking any determination or ruling that might materially and adversely affect the performance by CARI of its obligations under, or the validity or enforceability of, this Agreement.

(j)

(k)

ARTICLE V ADDITIONAL AGREEMENTS

The Servicer agrees with CARI as follows:

ARTICLE 1.1 CONFLICTS WITH FURTHER TRANSFER AND SERVICING AGREEMENTS . To the extent that any provision of SECTIONS 5.02 THROUGH 5.04 of this Agreement conflicts with any provision of the Further Transfer and Servicing Agreements, the Further Transfer and Servicing Agreements shall govern.

ARTICLE 1.1 PROTECTION OF TITLE .

ARTICLE 1.2

(a) FILINGS. GMAC shall execute and file such financing statements and cause to be executed and filed such continuation and other statements, all in such manner and in such places as may be required by law fully to preserve, maintain and protect the interest of CARI under this Agreement in the Receivables and the other Purchased Property and in the proceeds thereof. GMAC shall deliver (or cause to be delivered) to CARI file-stamped copies of, or filing receipts for, any document filed as provided above, as soon as available following such filing.

(a) NAME CHANGE. GMAC shall not change its name, identity or corporate structure in any manner that would, could or might make any financing statement or continuation statement filed by GMAC in accordance with SECTION 5.02(A) seriously misleading within the meaning of Section 9-402(7) of the UCC, unless it shall have given CARI at least 60 days prior written notice thereof.

(b)

(c) EXECUTIVE OFFICE; MAINTENANCE OF OFFICES. GMAC shall give CARI at least 60 days prior written notice of any relocation of its principal executive office if, as a result of such relocation, the applicable provisions of the UCC would require the filing of any amendment of any previously filed financing or continuation statement or of any new financing statement. GMAC shall at all times maintain each office from which it services Receivables and its principal executive office within the United States of America.

(d)

ARTICLE 1.2 OTHER LIENS OR INTERESTS . Except for the conveyances hereunder and as contemplated by the Further Transfer and Servicing Agreements, GMAC shall not sell, pledge, assign or transfer the Receivables to any other Person, or grant, create, incur, assume or suffer to exist any Lien on any interest therein, and GMAC shall defend the right, title and interest of CARI in, to and under such Receivables against all claims of third parties claiming through or under GMAC.

ARTICLE 1.3

ARTICLE 1.4 REPURCHASE EVENTS . By its execution of the Further Transfer and Servicing Agreements to which it is a party, GMAC shall acknowledge the assignment by CARI of such of its right, title and interest in, to and under this Agreement to the Issuer as shall be provided in the Further Transfer and Servicing Agreements. GMAC hereby covenants and agrees with CARI for the benefit of CARI and the Interested Parties that in the event of a breach of any of GMAC's representations and warranties contained in SECTION 4.01 hereof with respect to any Receivable (a "REPURCHASE EVENT"), GMAC will repurchase such Receivable from the Issuer (if the Issuer is then the Owner of such Receivable) on the date and for the amount specified in the Further Transfer and Servicing

Agreements, without further notice from CARI hereunder. Upon the occurrence of a Repurchase Event with respect to a Receivable for which CARI is the Owner, GMAC agrees to repurchase such Receivable from CARI for an amount and upon the same terms as GMAC would be obligated to repurchase such Receivable from the Issuer if the Issuer was then the Owner thereof, and upon payment of such amount, GMAC shall have such rights with respect to such Receivable as if GMAC had purchased such Receivable from the Issuer as the Owner thereof. It is understood and agreed that the obligation of GMAC to repurchase any Receivable as to which a breach has occurred and is continuing shall, if such obligation is fulfilled, constitute the sole remedy against GMAC for such breach available to CARI or any Interested Party.

ARTICLE 1.5

ARTICLE 1.6 INDEMNIFICATION . GMAC shall indemnify CARI for any liability as a result of the failure of a Receivable to be originated in compliance with all requirements of law. This indemnity obligation shall be in addition to any obligation that GMAC may otherwise have.

ARTICLE 1.7

ARTICLE 1.8 FURTHER ASSIGNMENTS . GMAC acknowledges that CARI may, pursuant to the Further Transfer and Servicing Agreements, sell the Receivables to the Issuer and assign its rights hereunder to the Issuer, subject to the terms and conditions of the Further Transfer and Servicing Agreements, and that the Issuer may in turn further pledge, assign or transfer its rights in the Receivables and this Agreement. GMAC further acknowledges that CARI may assign its rights under the Custodian Agreement to the Issuer.

ARTICLE 1.9

ARTICLE 1.10 PRE-CLOSING COLLECTIONS . Within two Business Days after the closing hereunder, GMAC shall transfer to the account or accounts designated by CARI (or by the Issuer under the Further Transfer and Servicing Agreements) all collections on the Receivables held by GMAC at the time of such closing and conveyed to CARI pursuant to SECTION 2.01(A); provided that so long as the Monthly Remittance Conditions are satisfied, such collections need not be transferred until the first Distribution Date.

ARTICLE 1.11

ARTICLE 1.12

ARTICLE VI CONDITIONS

ARTICLE 1.1 CONDITIONS TO OBLIGATION OF CARI . The obligation of CARI to purchase the Receivables hereunder is subject to the satisfaction of the following conditions:

ARTICLE 1.2

(a) REPRESENTATIONS AND WARRANTIES TRUE. The representations and warranties of GMAC hereunder shall be true and correct at the time of the closing hereunder with the same effect as if then made, and GMAC shall have performed all obligations to be performed by it hereunder on or prior to the closing hereunder.

(b)

- (c) NO REPURCHASE EVENT. No Repurchase Event shall have occurred on or prior to the closing hereunder.
 - (d)
 - (e) COMPUTER FILES MARKED. GMAC shall, at its own expense, on or prior to the closing hereunder, indicate in its computer files created in connection with the Receivables that the Receivables have been sold to CARI pursuant to this Agreement and deliver to CARI the Schedule of Receivables certified by an officer of GMAC to be true, correct and complete.
- (a) DOCUMENTS TO BE DELIVERED BY GMAC AT THE CLOSING.
 - (b)
 - (i) THE ASSIGNMENT. At the Closing, GMAC shall execute and deliver an assignment in the form attached hereto as EXHIBIT A.
 - (i) EVIDENCE OF UCC FILING. On or prior to the closing hereunder, GMAC shall record and file, at its own expense, a UCC-1 financing statement in each jurisdiction in which required by applicable law, executed by GMAC as seller or debtor, naming CARI as purchaser or secured party, naming the Receivables and the other Purchased Property as collateral, meeting the requirements of the laws of each such jurisdiction and in such manner as is necessary to perfect the sale, transfer, assignment and conveyance of such Receivables to CARI. GMAC shall deliver a file-stamped copy, or other evidence satisfactory to CARI of such filing, to CARI on or prior to the closing hereunder.

 - (i) OTHER DOCUMENTS. At the closing hereunder, GMAC shall provide such other documents as CARI may reasonably request.
 - (a) OTHER TRANSACTIONS. The transactions contemplated by the Further Transfer and Servicing Agreements shall be consummated to the extent that such transactions are intended to be substantially contemporaneous with the transactions hereunder.
 - (b)

ARTICLE 1.2 CONDITIONS TO OBLIGATION OF GMAC . The obligation of GMAC to sell the Receivables to CARI hereunder is subject to the satisfaction of the following conditions:

ARTICLE 1.3

- (a) REPRESENTATIONS AND WARRANTIES TRUE. The representations and warranties of CARI hereunder shall be true and correct at the time of the closing hereunder with the same effect as if then made, and CARI shall have performed all obligations to be performed by it hereunder on or prior to the closing hereunder.
- (b)
- (c) RECEIVABLES PURCHASE PRICE. At the closing hereunder, CARI shall pay to GMAC the Receivables Purchase Price as provided in SECTION 2.02.
- (d)
- (e)

ARTICLE VII
MISCELLANEOUS PROVISIONS

ARTICLE 1.1 AMENDMENT . This Agreement may be amended from time to time (subject to any expressly applicable amendment provision of the Further Transfer and Servicing Agreements) by a written amendment duly executed and delivered by GMAC and CARI.

ARTICLE 1.2

ARTICLE 1.3 SURVIVAL . The representations and warranties of GMAC set forth in Articles IV and V of this Agreement and of Servicer set forth in SECTION 3.07 of this Agreement shall remain in full force and effect and shall survive the closing under SECTION 2.03 hereof and the closing under the Further Transfer and Servicing Agreements.

ARTICLE 1.4

ARTICLE 1.5 NOTICES . All demands, notices and communications upon or to GMAC or CARI under this Agreement shall be delivered as specified in Part III of APPENDIX A to this Agreement.

ARTICLE 1.6

ARTICLE 1.7 GOVERNING LAW . THIS AGREEMENT AND THE ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF OR OF ANY OTHER JURISDICTION, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES UNDER THIS AGREEMENT SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

ARTICLE 1.8

ARTICLE 1.9 WAIVERS . No failure or delay on the part of CARI in exercising any power, right or remedy under this Agreement or the Assignment shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy.

ARTICLE 1.10

ARTICLE 1.11 COSTS AND EXPENSES . GMAC agrees to pay all reasonable out-of-pocket costs and expenses of CARI, including fees and expenses of counsel, in connection with the perfection as against third parties of CARI's right, title and interest in, to and under the Receivables and the enforcement of any obligation of GMAC hereunder.

ARTICLE 1.12

ARTICLE 1.13 CONFIDENTIAL INFORMATION . CARI agrees that it shall neither use nor disclose to any person the names and addresses of the Obligors, except in connection with the enforcement of CARI's rights hereunder, under the Receivables, under the Further Transfer and Servicing Agreements or as required by law.

ARTICLE 1.14

ARTICLE 1.15 HEADINGS . The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

ARTICLE 1.16

ARTICLE 1.17 COUNTERPARTS . This Agreement may be executed in two or more

counterparts and by different parties on separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

ARTICLE 1.18

ARTICLE 1.19 NO PETITION COVENANT . Notwithstanding any prior termination of this Agreement, GMAC shall not, prior to the date which is one year and one day after the final distribution with respect to the Notes and the Certificates to the Note Distribution Account or the Certificate Distribution Account, as applicable, acquiesce, petition or otherwise invoke or cause CARI to invoke the process of any court or government authority for the purpose of commencing or sustaining a case against CARI under any federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of CARI or any substantial part of its property, or ordering the winding up or liquidation of the affairs of CARI.

ARTICLE 1.20

* * * * *

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date and year first above written.

GENERAL MOTORS ACCEPTANCE CORPORATION

By: _____
Name: P. D. Bull
Title: Vice President

CAPITAL AUTO RECEIVABLES, INC.

By: _____
Name: D. C. Walker
Title: Vice President

EXHIBIT A

ASSIGNMENT PURSUANT TO POOLING AND SERVICING AGREEMENT

For value received, in accordance with the Pooling and Servicing Agreement, dated as of March 11, 1999 (the "POOLING AND SERVICING AGREEMENT"), between General Motors Acceptance Corporation, a Delaware corporation ("GMAC"), and

Capital Auto Receivables, Inc., a Delaware corporation ("CARI"), GMAC does hereby sell, assign, transfer and otherwise convey unto CARI, without recourse, (i) all right, title and interest of GMAC in, to and under the Receivables listed on the Schedule of Receivables and (a) in the case of Scheduled Interest Receivables, all monies due thereunder on and after the Cutoff Date and (b) in the case of Simple Interest Receivables, and all monies received thereon on and after the Cutoff Date, in each case exclusive of any amounts allocable to the premium for physical damage insurance force-placed by GMAC covering any related Financed Vehicle; (ii) the interest of GMAC in the security interests in the Financed Vehicles granted by Obligors pursuant to the Receivables and, to the extent permitted by law, any accessions thereto; (iii) except for those Receivables originated in Wisconsin, the interest of GMAC in any proceeds from claims on any physical damage, credit life, credit disability or other insurance policies covering Financed Vehicles or Obligors; (iv) the interest of GMAC in any proceeds from recourse against Dealers on Receivables; and (v) the interest of GMAC in any proceeds of the property described in clauses (i) and (ii) above.

It is the intention of GMAC and CARI that the transfer and assignment contemplated by this Agreement shall constitute a sale of the Receivables from GMAC to CARI and the beneficial interest in and title to the Receivables shall not be part of GMAC's estate in the event of the filing of a bankruptcy petition by or against GMAC under any bankruptcy law.

The foregoing sale does not constitute and is not intended to result in any assumption by CARI of any obligation of the undersigned to the Obligors, Dealers, insurers or any other Person in connection with the Receivables, the Dealer Agreements, any insurance policies or any agreement or instrument relating to any of them.

This Assignment is made pursuant to and upon the representations, warranties and agreements on the part of the undersigned contained in the Pooling and Servicing Agreement and is to be governed by the Pooling and Servicing Agreement.

Capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in the Pooling and Servicing Agreement.

* * * * *

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed as of March 11, 1999.

GENERAL MOTORS ACCEPTANCE CORPORATION

By:

Name: P.D. Bull
Title: Vice President

APPENDIX A

PART I

For ease of reference, capitalized terms defined herein have been consolidated with and are contained in Appendix A to the Trust Sale and Servicing Agreement of even date herewith among GMAC, CARI and Capital Auto Receivables Asset Trust 1999-1.

PART II

For ease of reference, the rules of construction have been consolidated with and are contained in Part II of Appendix A to the Trust Sale and Servicing Agreement of even date herewith among GMAC, CARI and Capital Auto Receivables Asset Trust 1999-1.

PART III

For ease of reference, the notice addresses and procedures have been consolidated with and are contained in Appendix B to the Trust Sale and Servicing Agreement of even date herewith among GMAC, CARI and Capital Auto Receivables Asset Trust 1999-1.

CAPITAL AUTO RECEIVABLES ASSET TRUST 1999-1

CLASS A-1 5.364% ASSET BACKED NOTES
CLASS A-2 5.580% ASSET BACKED NOTES
CLASS A-3 5.680% ASSET BACKED NOTES

INDENTURE

DATED AS OF MARCH 11, 1999

THE FIRST NATIONAL BANK OF CHICAGO,
A NATIONAL BANKING ASSOCIATION,
INDENTURE TRUSTEE

CROSS-REFERENCE TABLE

=====

TIA
SECTION

INDENTURE
SECTION

310 (a) (1)	6.11
(a) (2)	6.11
(a) (3)	6.10
(a) (4)	6.14
(b)	6.11
(c)	N.A.
311 (a)	6.12
(b)	6.12
(c)	N.A.
312 (a)	7.1, 7.2
(b)	7.2
(c)	7.2
313 (a)	7.4 (a), 7.4 (b)
(b) (1)	7.4 (a)
(b) (2)	7.4 (a)
(c)	7.4 (a)
(d)	7.4 (a)
314 (a)	7.3 (a), 3.9
(b)	3.6
(c) (1)	2.2, 2.9, 4.1, 11.1 (a)
(c) (2)	11.1 (a)
(c) (3)	11.1 (a)
(d)	2.9, 11.1 (b)
(e)	11.1 (a)
(f)	11.1 (a)
315 (a)	6.1 (b)
(b)	6.5
(c)	6.1 (a)
(d)	6.2, 6.1 (c)
(e)	5.13
316 (a) last sentence	1.1
(a) (1) (A)	5.11
(a) (1) (B)	5.12
(a) (2)	Omitted
316 (b), (c)	5.7
317 (a) (1)	5.3 (b)
(a) (2)	5.3 (d)
(b)	3.3
318 (a)	11.7

N.A. means Not Applicable.

Note: This cross reference table shall not, for any purpose, be deemed to be part of this Indenture.

TABLE OF CONTENTS

ARTICLE I
DEFINITIONS AND INCORPORATION BY REFERENCE

1.1	Definitions	2
1.2	Incorporation by Reference of Trust Indenture Act	2

ARTICLE II
THE NOTES

2.1	Form	3
2.2	Execution, Authentication and Delivery	3
2.3	Temporary Notes	4
2.4	Registration; Registration of Transfer and Exchange of Notes	4
2.5	Mutilated, Destroyed, Lost or Stolen Notes	6
2.6	Persons Deemed Noteholders	7
2.7	Payment of Principal and Interest	7
2.8	Cancellation of Notes	8
2.9	Release of Collateral	8
2.10		9
2.11	Notices to Clearing Agency	9
2.12	Definitive Notes	9
2.13	Seller as Noteholder	10
2.14	Tax Treatment	10
2.15	Special Terms Applicable to the Class A-1 Notes	10

ARTICLE III
COVENANTS

3.1	Payment of Principal and Interest	11
3.2	Maintenance of Agency Office	11
3.3	Money for Payments To Be Held in Trust	11
3.4	Existence	13
3.5	Protection of Trust Estate; Acknowledgment of Pledge	13
3.6	Opinions as to Trust Estate	14
3.7	Performance of Obligations; Servicing of Receivables	15
3.8	Negative Covenants	16
3.9	Annual Statement as to Compliance	17
3.10	Consolidation, Merger, etc., of Issuer; Disposition of Trust Assets	17
3.11	Successor or Transferee	19
3.12	No Other Business	19
3.13	No Borrowing	19
3.14	Guarantees, Loans, Advances and Other Liabilities	19
3.15	Servicer's Obligations	20
3.16	Capital Expenditures	20
3.17	Removal of Administrator	20
3.18	Restricted Payments	20
3.19	Notice of Events of Default	20
3.20	Further Instruments and Acts	21
3.21	Indenture Trustee's Assignment of Administrative Receivables and Warranty Receivables	21

3.22	Representations and Warranties by the Issuer to the Indenture Trustee	21
------	---	----

ARTICLE IV
SATISFACTION AND DISCHARGE

4.1	Satisfaction and Discharge of Indenture	21
4.2	Application of Trust Money	23
4.3	Repayment of Monies Held by Paying Agent	23
4.4	Duration of Position of Indenture Trustee	23

ARTICLE V
DEFAULT AND REMEDIES

5.1	Events of Default	23
5.2	Acceleration of Maturity; Rescission and Annulment	24
5.3	Collection of Indebtedness and Suits for Enforcement by Indenture Trustee	25
5.4	Remedies; Priorities	27
5.5	Optional Preservation of the Receivables	28
5.6	Limitation of Suits	29
5.7	Unconditional Rights of Noteholders To Receive Principal and Interest	29
5.8	Restoration of Rights and Remedies	30
5.9	Rights and Remedies Cumulative	30
5.10	Delay or Omission Not a Waiver	30
5.11	Control by Noteholders	30
5.12	Waiver of Past Defaults	31
5.13	Undertaking for Costs	31
5.14	Waiver of Stay or Extension Laws	32
5.15	Action on Notes	32
5.16	Performance and Enforcement of Certain Obligations	32

ARTICLE VI
THE INDENTURE TRUSTEE

6.1	Duties of Indenture Trustee	33
6.2	Rights of Indenture Trustee	34
6.3	Indenture Trustee May Own Notes	35
6.4	Indenture Trustee's Disclaimer	35
6.5	Notice of Defaults	35
6.6	Reports by Indenture Trustee to Holders	36
6.7	Compensation; Indemnity	36
6.8	Replacement of Indenture Trustee	36
6.9	Merger or Consolidation of Indenture Trustee	37
6.10	Appointment of Co-Indenture Trustee or Separate Indenture Trustee	38
6.11	Eligibility; Disqualification	39
6.12	Preferential Collection of Claims Against Issuer	39
6.13	Representations and Warranties of Indenture Trustee	39
6.14	Indenture Trustee May Enforce Claims Without Possession of Notes	40

6.15	Suit for Enforcement	40
6.16	Rights of Noteholders to Direct Indenture Trustee	40

ARTICLE VII

NOTEHOLDERS' LISTS AND REPORTS

7.1	Issuer To Furnish Indenture Trustee Names and Addresses of Noteholders	41
7.2	Preservation of Information, Communications to Noteholders	41
7.3	Reports by Issuer	42
7.4	Reports by Trustee	42

ARTICLE VIII

ACCOUNTS, DISBURSEMENTS AND RELEASES

8.1	Collection of Money	43
8.2	Designated Accounts; Payments	43
8.3	General Provisions Regarding Accounts	44
8.4	Release of Trust Estate	45
8.5	Opinion of Counsel	45

ARTICLE IX

SUPPLEMENTAL INDENTURES

9.1	Supplemental Indentures Without Consent of Noteholders	46
9.2	Supplemental Indentures With Consent of Noteholders	47
9.3	Execution of Supplemental Indentures	49
9.4	Effect of Supplemental Indenture	49
9.5	Conformity with Trust Indenture Act	49
9.6	Reference in Notes to Supplemental Indentures	49

ARTICLE X

REDEMPTION OF NOTES

10.1	Redemption	49
10.2	Form of Redemption Notice	50
10.3	Notes Payable on Redemption Date	50

ARTICLE XI

MISCELLANEOUS

11.1	Compliance Certificates and Opinions, etc.	51
11.2	Form of Documents Delivered to Indenture Trustee	53
11.3	Acts of Noteholders	53
11.4	Notices, etc., to Indenture Trustee, Issuer and Rating Agencies	54
11.5	Notices to Noteholders; Waiver	55
11.6	Alternate Payment and Notice Provisions	55
11.7	Conflict with Trust Indenture Act	55
11.8	Effect of Headings and Table of Contents	56
11.9	Successors and Assigns	56
11.10	Separability	56
11.11	Benefits of Indenture	56
11.12	Legal Holidays	56

11.13	GOVERNING LAW	57
11.14	Counterparts	57
11.15	Recording of Indenture	57
11.16	No Recourse	57
11.17	No Petition	58
11.18	Inspection	58
11.19	Indemnification by and Reimbursement of the Servicer	58

Exhibit A	Location of Schedule of Receivables
Exhibit B	Form of Note Depository Agreement
Exhibit C	Form of Asset Backed Note
Exhibit D	Rule 144A Certificate

INDENTURE, dated as of March 11, 1999, between CAPITAL AUTO RECEIVABLES ASSET TRUST 1999-1, a Delaware business trust (the "ISSUER"), and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association, as trustee and not in its individual capacity (the "INDENTURE TRUSTEE").

Each party agrees as follows for the benefit of the other party and for the equal and ratable benefit of the Holders of the Notes and (only to the extent expressly provided herein) the Certificates:

GRANTING CLAUSE

The Issuer hereby Grants to the Indenture Trustee at the Closing Date, as trustee for the benefit of the Noteholders and (only to the extent expressly provided herein) the Certificateholders, (a) all of the Issuer's right, title and interest in, to and under the Receivables listed on the SCHEDULE OF RECEIVABLES which is on file at the locations listed on EXHIBIT A hereto and (i) in the case of Scheduled Interest Receivables, all monies due thereon on and after the Cutoff Date and (ii) in the case of Simple Interest Receivables, all monies received thereon on and after the Cutoff Date, in each case exclusive of any amounts allocable to the premium for physical damage insurance force-placed by the Servicer and covering any related Financed Vehicle; (b) the interest of the Issuer in the security interests in the Financed Vehicles granted by Obligors pursuant to the Receivables and, where permitted by law, any accessions thereto; (c) the interest of the Issuer in any proceeds with respect to the Receivables from claims on any physical damage, credit life, credit disability or other insurance policies covering Financed Vehicles or Obligors (except for those Receivables originated in Wisconsin); (d) the interest of the Issuer in any proceeds with respect to the Receivables from recourse against dealers thereon; (e) all right, title and interest in all funds on deposit from time to time in the Collection Account, the Note Distribution Account and the Certificate Distribution Account; (f) all right, title and interest of the

Issuer in, to and under the Trust Sale and Servicing Agreement (including all rights of Capital Auto Receivables, Inc. ("CARI") under the Pooling and Servicing Agreement assigned to the Issuer pursuant to the Trust Sale and Servicing Agreement); and (g) all present and future claims, demands, causes and choses in action in respect of any or all of the foregoing and all payments on or under and all proceeds of every kind and nature whatsoever in respect of any or all of the foregoing, including all proceeds of the conversion, voluntary or involuntary, into cash or other liquid property, all cash proceeds, accounts, accounts receivable, notes, drafts, acceptances, chattel paper, checks, deposit accounts, insurance proceeds, investment property, general intangibles, condemnation awards, rights to payment of any and every kind and other forms of obligations and receivables, instruments and other property which at any time constitute all or part of or are included in the proceeds of any of the foregoing (collectively, the "COLLATERAL").

The foregoing Grant is made in trust to secure (a) the payment of principal of and interest on, and any other amounts owing in respect of, the Notes, equally and ratably without prejudice, priority or distinction, and (b) the payment of the Certificate Balance and interest on, and any other amounts owing in respect of, the Certificates, equally and ratably without prejudice, priority or distinction, and to secure compliance with the provisions of this Indenture, all as provided in this Indenture. This Indenture constitutes a security agreement under the UCC.

The foregoing Grant includes all rights, powers and options (but none of the obligations, if any) of the Issuer under any agreement or instrument included in the Collateral, including the immediate and continuing right to claim for, collect, receive and give receipt for principal and interest payments in respect of the Receivables included in the Collateral and all other monies payable under the Collateral, to give and receive notices and other communications, to make waivers or other agreements, to exercise all rights and options, to bring Proceedings in the name of the Issuer or otherwise and generally to do and receive anything that the Issuer is or may be entitled to do or receive under or with respect to the Collateral.

The Indenture Trustee, as trustee on behalf of the Noteholders, and (only to the extent expressly provided herein) the Certificateholders, acknowledges such Grant and accepts the trusts under this Indenture in accordance with the provisions of this Indenture.

ARTICLE I DEFINITIONS AND INCORPORATION BY REFERENCE

1.1 SECTION DEFINITIONS . Certain capitalized terms used in this Indenture shall have the respective meanings assigned them in PART I of APPENDIX A to the Trust Sale and Servicing Agreement (the "TRUST SALE AND SERVICING AGREEMENT") dated as of March 11, 1999, among the Issuer, CARI and General Motors Acceptance

Corporation ("GMAC"). All references in this Indenture to Articles, Sections, subsections and exhibits are to the same contained in or attached to this Indenture unless otherwise specified. All terms defined in this Indenture shall have the defined meanings when used in any certificate, notice, Note or other document made or delivered pursuant hereto unless otherwise defined therein. The rules of construction set forth in PART II of such APPENDIX A shall be applicable to this Agreement.

1.2

1.3 SECTION INCORPORATION BY REFERENCE OF TRUST INDENTURE ACT . Whenever this Indenture refers to a provision of the TIA, such provision is incorporated by reference in and made a part of this Indenture. The following TIA terms used in this Indenture have the following meanings:

1.4

1.5 "COMMISSION" means the Securities and Exchange Commission.

1.6

1.7 "INDENTURE SECURITIES" means the Notes.

1.8

1.9 "indenture security holder" means a Noteholder.

1.10

1.11 "indenture to be qualified" means this Indenture.

1.12

1.13 "INDENTURE TRUSTEE" means the Indenture Trustee.

1.14

1.15 "OBLIGOR" on the indenture securities means the Issuer and any other obligor on the indenture securities.

1.16

1.17 All other TIA terms used in this Indenture that are defined by the TIA, defined by reference to another statute or defined by a Commission rule have the respective meanings assigned to them by such definitions.

1.18

ARTICLE II THE NOTES

1.1 SECTION FORM .

1.2

- (a) Each of the Class A-1 Notes, the Class A-2 Notes and the Class A-3 Notes, together, in each case, with the Indenture Trustee's certificate of authentication, shall be substantially in the form set forth in EXHIBIT C, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and each such class may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may, consistently herewith, be determined by the officers executing such Notes, as evidenced by their execution of the Notes. Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

- (a) The Definitive Notes shall be typewritten, printed, lithographed or engraved or produced by any combination of these methods (with or without steel engraved borders), all as determined by the officers executing such Notes, as evidenced by their execution of such Notes.
- (b)
- (c) The terms of each class of Notes as provided for in EXHIBIT C hereto are part of the terms of this Indenture.
- (d)

1.2 SECTION EXECUTION, AUTHENTICATION AND DELIVERY.

1.3

- (a) Each Note shall be dated the date of its authentication and shall be issuable as a registered Note in the minimum denomination of \$1,000 and in integral multiples thereof (except, if applicable, for one Note representing a residual portion of each class which may be issued in a different denomination).
- (a) The Notes shall be executed on behalf of the Issuer by any of its Authorized Officers. The signature of any such Authorized Officer on the Notes may be manual or facsimile.
- (b)
- (c) Notes bearing the manual or facsimile signature of individuals who were at any time Authorized Officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or any of them have ceased to hold such office prior to the authentication and delivery of such Notes or did not hold such office at the date of such Notes.
- (d)
- (e) The Indenture Trustee, in exchange for the Grant of the Receivables and the other components of the Trust, simultaneously with the Grant to the Indenture Trustee of the Receivables, and the constructive delivery to the Indenture Trustee of the Receivables Files and the other components and assets of the Trust, shall cause to be authenticated and delivered to or upon the order of the Issuer, the Notes for original issue in aggregate principal amount of \$2,490,200,000, comprised of (i) Class A-1 Notes in the aggregate principal amount of \$1,352,200,000, (ii) Class A-2 Notes in the aggregate principal amount of \$735,000,000 and (iii) Class A-3 Notes in the aggregate principal amount of \$403,000,000. The aggregate principal amount of all Notes outstanding at any time may not exceed \$2,490,200,000 except as provided in SECTION 2.5.
- (f)
- (g) No Notes shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose, unless there appears on such Note a certificate of authentication substantially in the form set forth in EXHIBIT C, executed by the Indenture Trustee by the manual signature of one of its Authorized Officers, and such certificate upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly authenticated and delivered hereunder.
- (h)

1.2 SECTION TEMPORARY NOTES.

1.3

- (a) Pending the preparation of Definitive Notes, if any, the Issuer may execute, and upon receipt of an Issuer Order the Indenture Trustee shall authenticate and deliver, such Temporary Notes which are printed, lithographed, typewritten, mimeographed or otherwise produced, of the tenor of the Definitive Notes in lieu of which they are issued and with such variations as are consistent with the terms of this Indenture as the officers executing such Notes may determine, as evidenced by their execution of such Notes.

- (a) If Temporary Notes are issued, the Issuer shall cause Definitive Notes to be prepared without unreasonable delay. After the preparation of Definitive Notes, the Temporary Notes shall be exchangeable for Definitive Notes upon surrender of the Temporary Notes at the Agency Office of the Issuer to be maintained as provided in SECTION 3.2, without charge to the Noteholder. Upon surrender for cancellation of any one or more Temporary Notes, the Issuer shall execute and the Indenture Trustee shall authenticate and deliver in exchange therefor a like principal amount of Definitive Notes of authorized denominations. Until so delivered in exchange, the Temporary Notes shall in all respects be entitled to the same benefits under this Indenture as Definitive Notes.

- (b)

1.2 SECTION REGISTRATION; REGISTRATION OF TRANSFER AND EXCHANGE OF NOTES.

1.3

- (a) The Issuer shall cause to be kept the Note Register, comprising separate registers for each class of Notes, in which, subject to such reasonable regulations as the Issuer may prescribe, the Issuer shall provide for the registration of the Notes and the registration of transfers and exchanges of the Notes. The Indenture Trustee shall initially be the Note Registrar for the purpose of registering the Notes and transfers of the Notes as herein provided. Upon any resignation of any Note Registrar, the Issuer shall promptly appoint a successor Note Registrar or, if it elects not to make such an appointment, assume the duties of the Note Registrar.

- (a) If a Person other than the Indenture Trustee is appointed by the Issuer as Note Registrar, the Issuer will give the Indenture Trustee prompt written notice of the appointment of such Note Registrar and of the location, and any change in the location, of the Note Register. The Indenture Trustee shall have the right to inspect the Note Register at all reasonable times and to obtain copies thereof. The Indenture Trustee shall have the right to rely upon a certificate executed on behalf of the Note Registrar by an Executive Officer thereof as to the names and addresses of the Noteholders and the principal amounts and number of such Notes.

- (b)
- (c) Upon surrender for registration of transfer of any Note at the Corporate Trust Office of the Indenture Trustee or the Agency Office of the Issuer (and following the delivery, in the former case, of such Notes to the Issuer by the Indenture Trustee), the Issuer shall execute, the Indenture Trustee shall authenticate and the Noteholder shall obtain from the Indenture Trustee, in the name of the designated transferee or transferees, one or more new Notes in any authorized denominations, of a like aggregate principal amount.
- (d)
- (e) At the option of the Noteholder, Notes may be exchanged for other Notes of the same class in any authorized denominations, of a like aggregate principal amount, upon surrender of such Notes to be exchanged at the Corporate Trust Office of the Indenture Trustee or the Agency Office of the Issuer (and following the delivery, in the former case, of such Notes to the Issuer by the Indenture Trustee), the Issuer shall execute, and the Indenture Trustee shall authenticate and the Noteholder shall obtain from the Indenture Trustee, such Notes which the Noteholder making the exchange is entitled to receive.
- (f)
- (g) All Notes issued upon any registration of transfer or exchange of other Notes shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Notes surrendered upon such registration of transfer or exchange.
- (h)
- (i) Every Note presented or surrendered for registration of transfer or exchange shall be duly endorsed by, or be accompanied by a written instrument of transfer in form satisfactory to the Indenture Trustee and the Note Registrar, duly executed by the Holder thereof or such Holder's attorney duly authorized in writing, with such signature guaranteed by a commercial bank or trust company located, or having a correspondent located, in the City of New York or the city in which the Corporate Trust Office of the Indenture Trustee is located, or by a member firm of a national securities exchange, and such other documents as the Indenture Trustee may require.
- (j)
- (k) No service charge shall be made to a Holder for any registration of transfer or exchange of Notes, but the Issuer or Indenture Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Notes, other than exchanges pursuant to SECTIONS 2.3 OR 9.6 not involving any transfer.
- (l)
- (m) The preceding provisions of this SECTION 2.4 notwithstanding, the Issuer shall not be required to transfer or make exchanges, and the Note Registrar need not register transfers or exchanges, of Notes that: (i) have been selected for redemption pursuant to ARTICLE X, if

applicable; or (ii) are due for repayment within 15 days of submission to the Corporate Trust Office or the Agency Office.

(n)

1.2 SECTION MUTILATED, DESTROYED, LOST OR STOLEN NOTES.

1.3

(a) If (i) any mutilated Note is surrendered to the Indenture Trustee, or the Indenture Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (ii) there is delivered to the Indenture Trustee such security or indemnity as may be required by it to hold the Issuer and the Indenture Trustee harmless, then, in the absence of notice to the Issuer, the Note Registrar or the Indenture Trustee that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and upon the Issuer's request the Indenture Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a replacement Note of a like class and aggregate principal amount; PROVIDED, HOWEVER, that if any such destroyed, lost or stolen Note, but not a mutilated Note, shall have become or within seven days shall be due and payable, or shall have been called for redemption, instead of issuing a replacement Note, the Issuer may make payment to the Holder of such destroyed, lost or stolen Note when so due or payable or upon the Redemption Date, if applicable, without surrender thereof.

(a) If, after the delivery of a replacement Note or payment in respect of a destroyed, lost or stolen Note pursuant to subsection (a), a bona fide purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the Issuer and the Indenture Trustee shall be entitled to recover such replacement Note (or such payment) from (i) any Person to whom it was delivered, (ii) the Person taking such replacement Note from the Person to whom such replacement Note was delivered; or (iii) any assignee of such Person, except a bona fide purchaser, and the Issuer and the Indenture Trustee shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Issuer or the Indenture Trustee in connection therewith.

(b)

(c) In connection with the issuance of any replacement Note under this SECTION 2.5, the Issuer may require the payment by the Holder of such Note of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other reasonable expenses (including all fees and expenses of the Indenture Trustee) connected therewith.

(d)

(e) Any duplicate Note issued pursuant to this SECTION 2.5 in replacement for any mutilated, destroyed, lost or stolen Note shall constitute an original additional contractual obligation of the Issuer, whether or

not the mutilated, destroyed, lost or stolen Note shall be found at any time or be enforced by any Person, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Notes duly issued hereunder.

(f) The provisions of this SECTION 2.5 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes.

(g)

1.2 SECTION PERSONS DEEMED NOTEHOLDERS . Prior to due presentment for registration of transfer of any Note, the Issuer, the Indenture Trustee and any agent of the Issuer or the Indenture Trustee may treat the Person in whose name any Note is registered (as of the day of determination) as the Noteholder for the purpose of receiving payments of principal of and interest on such Note and for all other purposes whatsoever, whether or not such Note be overdue, and neither the Issuer, the Indenture Trustee nor any agent of the Issuer or the Indenture Trustee shall be affected by notice to the contrary.

1.3

1.4 SECTION PAYMENT OF PRINCIPAL AND INTEREST.

1.5

(a) Interest on each class of Notes shall accrue in the manner set forth in EXHIBIT C at the applicable Interest Rate for such class and will be due and payable on each Distribution Date in accordance with the priorities set forth in SECTION 8.2(C). Any instalment of interest payable on any Note shall be punctually paid or duly provided for by a deposit by or at the direction of the Issuer into the Note Distribution Account on the applicable Distribution Date and shall be paid to the Person in whose name such Note (or one or more Predecessor Notes) is registered on the applicable Record Date, by check mailed first-class, postage prepaid to such Person's address as it appears on the Note Register on such Record Date; PROVIDED, HOWEVER, that, unless and until Definitive Notes have been issued pursuant to SECTION 2.12, with respect to Notes registered on the applicable Record Date in the name of the Note Depository (initially, Cede & Co.), payment shall be made by wire transfer in immediately available funds to the account designated by the Note Depository.

(a) Prior to the occurrence of an Event of Default and a declaration in accordance with SECTION 5.2(A) that the Notes have become immediately due and payable, the principal of each class of Notes shall be payable in full on the Final Scheduled Distribution Date for such class and, to the extent of funds available therefor, in instalments on the Distribution Dates (if any) preceding the Final Scheduled Distribution Date for such class, in the amounts and in accordance with the priorities set forth in SECTION 8.2(C)(II) OR (III), as applicable. All principal payments on each class of Notes on any Distribution Date shall be made pro rata to the Noteholders of such class entitled thereto. Any instalment of principal payable on any Note shall be punctually paid or duly provided for by a deposit by or at the

direction of the Issuer into the Note Distribution Account on the applicable Distribution Date and shall be paid to the Person in whose name such Note (or one or more Predecessor Notes) is registered on the applicable Record Date, by check mailed first-class, postage prepaid to such Person's address as it appears on the Note Register on such Record Date; PROVIDED, HOWEVER, that, unless and until Definitive Notes have been issued pursuant to SECTION 2.12, with respect to Notes registered on the Record Date in the name of the Note Depository, payment shall be made by wire transfer in immediately available funds to the account designated by the Note Depository, except for: (i) the final instalment of principal on any Note; and (ii) the Redemption Price for the Notes redeemed pursuant to SECTION 10.1, which, in each case, shall be payable as provided herein. The funds represented by any such checks in respect of interest or principal returned undelivered shall be held in accordance with SECTION 3.3.

(b)

(c) From and after the occurrence of an Event of Default and a declaration in accordance with SECTION 5.2(a) that the Notes have become immediately due and payable, until such time as all Events of Default have been cured or waived as provided in SECTION 5.2(B), all principal payments shall be allocated pro rata among the Holders of all of the Notes on the basis of the respective aggregate unpaid principal balances of Notes held by such Holders.

(d)

(e) With respect to any Distribution Date on which the final instalment of principal and interest on a class of Notes is to be paid, the Indenture Trustee shall notify each Noteholder of such class of record as of the Record Date for such Distribution Date of the fact that the final instalment of principal of and interest on such Note is to be paid on such Distribution Date. With respect to any such class of Notes, such notice shall be sent (i) on such Record Date by facsimile, if Book-Entry Notes are outstanding; or (ii) not later than three Business Days after such Record Date in accordance with SECTION 11.5(A) if Definitive Notes are outstanding, and shall specify that such final instalment shall be payable only upon presentation and surrender of such Note and shall specify the place where such Note may be presented and surrendered for payment of such instalment and the manner in which such payment shall be made. Notices in connection with redemptions of Notes shall be mailed to Noteholders as provided in SECTION 10.2. Within sixty days of the surrender pursuant to this SECTION 2.7(D) or cancellation pursuant to SECTION 2.8 of all of the Notes of a particular class, the Indenture Trustee if requested shall provide each of the Rating Agencies with written notice stating that all Notes of such class have been surrendered or canceled.

(f)

1.2 SECTION CANCELLATION OF NOTES. All Notes surrendered for payment, redemption, exchange or registration of transfer shall, if surrendered to any Person other than the Indenture Trustee, be delivered to the Indenture Trustee

and shall be promptly canceled by the Indenture Trustee. The Issuer may at any time deliver to the Indenture Trustee for cancellation any Notes previously authenticated and delivered hereunder which the Issuer may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly canceled by the Indenture Trustee. No Notes shall be authenticated in lieu of or in exchange for any Notes canceled as provided in this SECTION 2.8, except as expressly permitted by this Indenture. All canceled Notes may be held or disposed of by the Indenture Trustee in accordance with its standard retention or disposal policy as in effect at the time unless the Issuer shall direct by an Issuer Order that they be destroyed or returned to it; PROVIDED, HOWEVER, that such Issuer Order is timely and the Notes have not been previously disposed of by the Indenture Trustee. The Indenture Trustee shall certify to the Issuer upon request that surrendered Notes have been duly canceled and retained or destroyed, as the case may be.

1.3

1.4 SECTION RELEASE OF COLLATERAL. The Indenture Trustee shall release property from the lien of this Indenture other than as permitted by SECTIONS 3.21, 8.2, 8.4 AND 11.1, only upon receipt of an Issuer Request accompanied by an Officer's Certificate, an Opinion of Counsel (to the extent required by the TIA) and Independent Certificates in accordance with TIA ss.ss.314(c) and 314(d) (1).

1.5

1.6 SECTION BOOK-ENTRY NOTES. Subject to SECTION 2.15, the Notes, upon original issuance, shall be issued in the form of a typewritten Note or Notes representing the Book-Entry Notes, to be delivered to The Depository Trust Company, as the initial Clearing Agency, or its custodian, by or on behalf of the Issuer. Such Note or Notes shall be registered on the Note Register in the name of the Note Depository, and no Note Owner shall receive a Definitive Note representing such Note Owner's interest in such Note, except as provided in SECTION 2.12. Unless and until the Definitive Notes have been issued to Note Owners pursuant to SECTION 2.12:

1.7

- (a) the provisions of this SECTION 2.10 shall be in full force and effect;
- (a) the Note Registrar and the Indenture Trustee shall be entitled to deal with the Clearing Agency for all purposes of this Indenture (including the payment of principal of and interest on such Notes and the giving of instructions or directions hereunder) as the sole Holder of such Notes and shall have no obligation to the Note Owners;
- (a) to the extent that the provisions of this SECTION 2.10 conflict with any other provisions of this Indenture, the provisions of this SECTION 2.10 shall control;
- (a) the rights of the Note Owners shall be exercised only through the Clearing Agency and shall be limited to those established by law and agreements between such Note Owners and the Clearing Agency and/or the Clearing Agency Participants. Unless and until Definitive Notes are issued pursuant to SECTION 2.12, the initial Clearing Agency shall make book-entry transfers between the Clearing Agency Participants and receive and transmit payments of principal of and interest on such

Notes to such Clearing Agency Participants, pursuant to the Note Depository Agreement; and

- (a) whenever this Indenture requires or permits actions to be taken based upon instructions or directions of Holders of Notes evidencing a specified percentage of the Outstanding Amount of the Notes, the Clearing Agency shall be deemed to represent such percentage only to the extent that it has (i) received instructions to such effect from Note Owners and/or Clearing Agency Participants owning or representing, respectively, such required percentage of the beneficial interest in the Notes; and (ii) has delivered such instructions to the Indenture Trustee.

1.1 SECTION NOTICES TO CLEARING AGENCY . Whenever a notice or other communication to the Noteholders is required under this Indenture, unless and until Definitive Notes shall have been issued to Note Owners pursuant to SECTION 2.12, the Indenture Trustee shall give all such notices and communications specified herein to be given to Noteholders to the Clearing Agency and shall have no other obligation to the Note Owners.

1.2

1.3 SECTION DEFINITIVE NOTES .

1.4

If (i) the Administrator advises the Indenture Trustee in writing that the Clearing Agency is no longer willing or able to properly discharge its responsibilities with respect to the Notes (other than the Class A-1 Notes) and the Issuer is unable to locate a qualified successor; (ii) the Administrator, at its option, advises the Indenture Trustee in writing that it elects to terminate the book-entry system through the Clearing Agency; or (iii) after the occurrence of an Event of Default or a Servicer Default, Note Owners representing beneficial interests aggregating at least a majority of the Outstanding Amount of such Notes advise the Clearing Agency in writing that the continuation of a book-entry system through the Clearing Agency is no longer in the best interests of the Note Owners, then the Clearing Agency shall notify all Note Owners and the Indenture Trustee of the occurrence of any such event and of the availability of Definitive Notes to Note Owners requesting the same. Upon surrender to the Indenture Trustee of the typewritten Note or Notes representing the Book-Entry Notes by the Clearing Agency, accompanied by registration instructions, the Issuer shall execute and the Indenture Trustee shall authenticate the Definitive Notes in accordance with the instructions of the Clearing Agency. None of the Issuer, the Note Registrar or the Indenture Trustee shall be liable for any delay in delivery of such instructions and may conclusively rely on, and shall be protected in relying on, such instructions. Upon the issuance of Definitive Notes, the Indenture Trustee shall recognize the Holders of the Definitive Notes as Noteholders.

1.1 SECTION SELLER AS NOTEHOLDER . The Seller in its individual or any other capacity may become the owner or pledgee of Notes of any class and may otherwise deal with the Issuer or its affiliates with the same rights it would have if it

were not the Seller.

1.2

1.3 SECTION TAX TREATMENT. The Seller and the Indenture Trustee, by entering into this Indenture, and the Noteholders, by acquiring any Note or interest therein, (i) express their intention that the Notes qualify under applicable tax law as indebtedness secured by the Collateral, and (ii) unless otherwise required by appropriate taxing authorities, agree to treat the Notes as indebtedness secured by the Collateral for the purpose of federal income taxes, state and local income and franchise taxes, Michigan single business tax, and any other taxes imposed upon, measured by or based upon gross or net income.

1.4

1.5 SECTION SPECIAL TERMS APPLICABLE TO THE CLASS A-1 NOTES .

1.6

(a) The Class A-1 Notes have not and will not be registered under the Securities Act of 1933, as amended (the "SECURITIES ACT"), or the securities laws of any other jurisdiction. Consequently, the Class A-1 Notes are not transferable other than pursuant to an exemption from the registration requirements of the Securities Act and satisfaction of certain other provisions specified herein. An interest in the Class A-1 Notes are being sold in a private placement on the date hereof. No sale, pledge or other transfer of any Class A-1 Note (or interest therein) after the date hereof may be made by any person unless either (i) such sale, pledge or other transfer is made to a "qualified institutional buyer" that executes a certificate, in the form attached hereto as EXHIBIT D or otherwise in form and substance satisfactory to the Indenture Trustee and the Seller, to the effect that (A) it is a "qualified institutional buyer" as defined under Rule 144A under the Securities Act, acting for its own account or the accounts of other "qualified institutional buyers" as defined under Rule 144A under the Securities Act, and (B) it is aware that the transferor of such Note intends to rely on the exemption from the registration requirements of the Securities Act provided by Rule 144A under the Securities Act, or (ii) such sale, pledge or other transfer is otherwise made in a transaction exempt from the registration requirements of the Securities Act, in which case (A) the Indenture Trustee shall require that both the prospective transferor and the prospective transferee certify to the Indenture Trustee and the Seller in writing the facts surrounding such transfer, which certification shall be in form and substance satisfactory to the Indenture Trustee and the Seller, and (B) the Indenture Trustee shall require a written opinion of counsel (which will not be at the expense of the Seller, the Servicer or the Indenture Trustee) satisfactory to the Seller and the Indenture Trustee to the effect that such transfer will not violate the Securities Act. Neither the Seller nor the Indenture Trustee will register the Class A-1 Notes under the Securities Act, qualify the Class A-1 Notes under the securities laws of any state or provide registration rights to any purchaser or holder thereof.

(b)

- (c) [Reserved].
- (d)
- (e) The Class A-1 Notes shall be issued in the form of Definitive Notes and shall be in fully registered form. SECTIONS 2.10, 2.11 AND 2.12 of this Indenture shall not apply to the Class A-1 Notes.
- (f)
- (g) Each Class A-1 Note shall bear a legend to the effect set forth in subsection (a) above.
- (h)

ARTICLE III
COVENANTS

1.1 SECTION PAYMENT OF PRINCIPAL AND INTEREST . The Issuer shall duly and punctually pay the principal of and interest on the Notes in accordance with the terms of the Notes and this Indenture. On each Distribution Date and on the Redemption Date (if applicable), the Issuer shall cause amounts on deposit in the Note Distribution Account to be distributed to the Noteholders in accordance with SECTIONS 2.7 AND 8.2, less amounts properly withheld under the Code by any Person from a payment to any Noteholder of interest and/or principal. Any amounts so withheld shall be considered as having been paid by the Issuer to such Noteholder for all purposes of this Indenture.

1.1 SECTION MAINTENANCE OF AGENCY OFFICE . As long as any of the Notes remains outstanding, the Issuer shall maintain in the Borough of Manhattan, the City of New York, an office (the "AGENCY OFFICE"), being an office or agency where Notes may be surrendered to the Issuer for registration of transfer or exchange, and where notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be served. The Issuer hereby initially appoints the Indenture Trustee to serve as its agent for the foregoing purposes. The Issuer shall give prompt written notice to the Indenture Trustee of the location, and of any change in the location, of the Agency Office. If at any time the Issuer shall fail to maintain any such office or agency or shall fail to furnish the Indenture Trustee with the address thereof, such surrenders, notices and demands may be made or served at the Corporate Trust Office of the Indenture Trustee, and the Issuer hereby appoints the Indenture Trustee as its agent to receive all such surrenders, notices and demands.

1.2

1.3 SECTION MONEY FOR PAYMENTS TO BE HELD IN TRUST .

1.4

- (a) As provided in SECTION 8.2(A) AND (B), all payments of amounts due and payable with respect to any Notes that are to be made from amounts withdrawn from the Note Distribution Account pursuant to SECTION 8.2(C) shall be made on behalf of the Issuer by the Indenture Trustee or by another Paying Agent, and no amounts so withdrawn from the Note Distribution Account for payments of Notes shall be paid over to the Issuer except as provided in this SECTION 3.3.
- (b)

- (c) On or before each Distribution Date or the Redemption Date (if applicable), the Issuer shall deposit or cause to be deposited in the Note Distribution Account (including pursuant to SECTION 4.06 of the Trust Sale and Servicing Agreement) an aggregate sum sufficient to pay the amounts then becoming due with respect to the Notes, such sum to be held in trust for the benefit of the Persons entitled thereto.
- (d)
- (e) The Issuer shall cause each Paying Agent other than the Indenture Trustee to execute and deliver to the Indenture Trustee an instrument in which such Paying Agent shall agree with the Indenture Trustee (and if the Indenture Trustee acts as Paying Agent, it hereby so agrees), subject to the provisions of this SECTION 3.3, that such Paying Agent shall:
- (f)
- (i) hold all sums held by it for the payment of amounts due with respect to the Notes in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided and pay such sums to such Persons as herein provided;
 - (i) give the Indenture Trustee notice of any default by the Issuer (or any other obligor upon the Notes) of which it has actual knowledge in the making of any payment required to be made with respect to the Notes;
 - (i) at any time during the continuance of any such default, upon the written request of the Indenture Trustee, forthwith pay to the Indenture Trustee all sums so held in trust by such Paying Agent;
 - (i) immediately resign as a Paying Agent and forthwith pay to the Indenture Trustee all sums held by it in trust for the payment of Notes if at any time it ceases to meet the standards required to be met by a Paying Agent in effect at the time of determination; and
 - (i) comply with all requirements of the Code with respect to the withholding from any payments made by it on any Notes of any applicable withholding taxes imposed thereon and with respect to any applicable reporting requirements in connection therewith.
- (a) The Issuer may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, by Issuer Order direct any Paying Agent to pay to the Indenture Trustee all sums held in trust by such Paying Agent, such sums to be held by the Indenture Trustee upon the same trusts as those upon which the sums were held by such Paying Agent; and upon such payment by any Paying Agent to the Indenture Trustee, such Paying Agent shall be

released from all further liability with respect to such money.

(b)

(c) Subject to applicable laws with respect to escheat of funds, any money held by the Indenture Trustee or any Paying Agent in trust for the payment of any amount due with respect to any Note and remaining unclaimed for one year after such amount has become due and payable shall be discharged from such trust and be paid to the Issuer on Issuer Request; and the Holder of such Note shall thereafter, as an unsecured general creditor, look only to the Issuer for payment thereof (but only to the extent of the amounts so paid to the Issuer), and all liability of the Indenture Trustee or such Paying Agent with respect to such trust money shall thereupon cease; PROVIDED, HOWEVER, that the Indenture Trustee or such Paying Agent, before being required to make any such payment, may at the expense of the Issuer cause to be

published once, in a newspaper published in the English language, customarily published on each Business Day and of general circulation in the City of New York, notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such money then remaining shall be paid to the Issuer. The Indenture Trustee may also adopt and employ, at the expense of the Issuer, any other reasonable means of notification of such payment (including, but not limited to, mailing notice of such payment to Holders whose Notes have been called but have not been surrendered for redemption or whose right to or interest in monies due and payable but not claimed is determinable from the records of the Indenture Trustee or of any Paying Agent, at the last address of record for each such Holder).

(d)

1.2 SECTION EXISTENCE . The Issuer shall keep in full effect its existence, rights and franchises as a business trust under the laws of the State of Delaware (unless it becomes, or any successor Issuer hereunder is or becomes, organized under the laws of any other State or of the United States of America, in which case the Issuer shall keep in full effect its existence, rights and franchises under the laws of such other jurisdiction) and shall obtain and preserve its qualification to do business in each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of this Indenture, the Notes, the Collateral and each other instrument or agreement included in the Trust Estate.

1.3

1.4 SECTION PROTECTION OF TRUST ESTATE; ACKNOWLEDGMENT OF PLEDGE .

1.5

(a) The Issuer shall from time to time execute and deliver all such supplements and amendments hereto and all such financing statements, continuation statements, instruments of further assurance and other instruments, and shall take such other action necessary or advisable to:

(b)

- (i) maintain or preserve the lien and security interest (and the priority thereof) of this Indenture or carry out more effectively the purposes hereof, including by making the necessary filings of financing statements or amendments thereto within sixty days after the occurrence of any of the following: (A) any change in the Issuer's name, (B) any change in the location of the Issuer's principal place of business, (C) any merger or consolidation or other change in the Issuer's identity or organizational structure and by promptly notifying the Indenture Trustee of any such filings and (D) any other change or occurrence that would make any financing statement or amendment seriously misleading within the meaning of Section 9-402(7) of the UCC.
- (i) perfect, publish notice of or protect the validity of any Grant made or to be made by this Indenture;
- (i) enforce the rights of the Indenture Trustee and the Noteholders in any of the Collateral; or
- (i) preserve and defend title to the Trust Estate and the rights of the Indenture Trustee and the Noteholders in such Trust Estate against the claims of all persons and parties,

and the Issuer hereby designates the Indenture Trustee its agent and attorney-in-fact to execute any financing statement, continuation statement or other instrument required by the Indenture Trustee pursuant to this SECTION 3.5.

- (a) The Indenture Trustee acknowledges the pledge by the Seller to the Indenture Trustee pursuant to SECTION 4.07(c) of the Trust Sale and Servicing Agreement of (i) all of the Seller's right, title and interest in and to the Reserve Account Property in order to provide for the payment to the Noteholders, the Certificateholders and the Servicer in accordance with SECTIONS 4.06(c) and (d) of the Trust Sale and Servicing Agreement, to assure availability of the amounts maintained in the Reserve Account for the benefit of the Noteholders, the Certificateholders and the Servicer, and as security for the performance by the Seller of its obligations under the Trust Sale and Servicing Agreement.
- (b)

1.2 SECTION OPINIONS AS TO TRUST ESTATE .

1.3

- (a) On the Closing Date, the Issuer shall furnish to the Indenture Trustee an Opinion of Counsel either stating that, in the opinion of such counsel, such action has been taken with respect to the recording and filing of this Indenture, any indentures supplemental hereto and any other requisite documents, and with respect to the execution and filing of any financing statements and continuation statements as are necessary to perfect and make effective the lien and security interest

of this Indenture and reciting the details of such action, or stating that, in the opinion of such counsel, no such action is necessary to make such lien and security interest effective.

(a) On or before August 15 in each calendar year, beginning August 15, 2000, the Issuer shall furnish to the Indenture Trustee an Opinion of Counsel either stating that, in the opinion of such counsel, such action has been taken with respect to the recording, filing, re-recording and re-filing of this Indenture, any indentures supplemental hereto and any other requisite documents and with respect to the execution and filing of any financing statements and continuation statements as is necessary to maintain the lien and security interest created by this Indenture and reciting the details of such action or stating that in the opinion of such counsel no such action is necessary to maintain the lien and security interest created by this Indenture. Such Opinion of Counsel shall also describe the recording, filing, re-recording and re-filing of this Indenture, any indentures supplemental hereto and any other requisite documents and the execution and filing of any financing statements and continuation statements that will, in the opinion of such counsel, be required to maintain the lien and security interest of this Indenture until August 15 in the following calendar year.

(b)

1.2 SECTION PERFORMANCE OF OBLIGATIONS; SERVICING OF RECEIVABLES .

1.3

(a) The Issuer shall not take any action and shall use its reasonable efforts not to permit any action to be taken by others that would release any Person from any of such Person's material covenants or obligations under any instrument or agreement included in the Trust Estate or that would result in the amendment, hypothecation, subordination, termination or discharge of, or impair the validity or effectiveness of, any such instrument or agreement, except as otherwise expressly provided in this Indenture, the Trust Sale and Servicing Agreement, the Pooling and Servicing Agreement, the Administration Agreement or such other instrument or agreement.

(a) The Issuer may contract with other Persons to assist it in performing its duties under this Indenture, and any performance of such duties by a Person identified to the Indenture Trustee in the Basic Documents or an Officer's Certificate of the Issuer shall be deemed to be action taken by the Issuer. Initially, the Issuer has contracted with the Servicer and the Administrator to assist the Issuer in performing its duties under this Indenture.

(b)

(c) The Issuer shall punctually perform and observe all of its obligations and agreements contained in this Indenture, the Basic Documents and in the instruments and agreements included in the Trust Estate, including

but not limited to filing or causing to be filed all UCC financing statements and continuation statements required to be filed by the terms of this Indenture, the Trust Sale and Servicing Agreement and the Pooling and Servicing Agreement in accordance with and within the time periods provided for herein and therein.

(d)

(e) If the Issuer shall have knowledge of the occurrence of a Servicer Default under the Trust Sale and Servicing Agreement, the Issuer shall promptly notify the Indenture Trustee and the Rating Agencies thereof, and shall specify in such notice the response or action, if any, the Issuer has taken or is taking with respect of such default. If a Servicer Default shall arise from the failure of the Servicer to perform any of its duties or obligations under the Trust Sale and Servicing Agreement or the Pooling and Servicing Agreement with respect to the Receivables, the Issuer and the Indenture Trustee shall take all reasonable steps available to them pursuant to the Trust Sale and Servicing Agreement and the Pooling and Servicing Agreement to remedy such failure.

(f)

(g) Without derogating from the absolute nature of the assignment granted to the Indenture Trustee under this Indenture or the rights of the Indenture Trustee hereunder, the Issuer agrees that it shall not, without the prior written consent of the Indenture Trustee or the Holders of at least a majority in Outstanding Amount of the Notes, as applicable in accordance with the terms thereof, amend, modify, waive, supplement, terminate or surrender, or agree to any amendment, modification, supplement, termination, waiver or surrender of, the terms of any Collateral or any of the Basic Documents, or waive timely performance or observance by the Servicer or the Seller under the Trust Sale and Servicing Agreement or the Pooling and Servicing Agreement, the Administrator under the Administration Agreement or GMAC under the Pooling and Servicing Agreement. If any such amendment,

modification, supplement or waiver shall be so consented to by the Indenture Trustee or such Holders, as applicable, the Issuer agrees, promptly following a request by the Indenture Trustee to do so, to execute and deliver, in its own name and at its own expense, such agreements, instruments, consents and other documents as the Indenture Trustee may deem necessary or appropriate in the circumstances.

(h)

1.2 SECTION NEGATIVE COVENANTS. So long as any Notes are Outstanding, the Issuer shall not:

(a) sell, transfer, exchange or otherwise dispose of any of the properties or assets of the Issuer, except the Issuer may (i) collect, liquidate, sell or otherwise dispose of Receivables (including Warranty Receivables, Administrative Receivables and Liquidating Receivables), (ii) make cash payments out of the Designated Accounts, Payment Ahead Servicing Account and the Certificate Distribution Account and (iii)

take other actions, in each case as contemplated by the Basic Documents;

- (a) claim any credit on, or make any deduction from the principal or interest payable in respect of the Notes (other than amounts properly withheld from such payments under the Code or applicable state law) or assert any claim against any present or former Noteholder by reason of the payment of the taxes levied or assessed upon any part of the Trust Estate;
- (a) voluntarily commence any insolvency, readjustment of debt, marshalling of assets and liabilities or other proceeding, or apply for an order by a court or agency or supervisory authority for the winding-up or liquidation of its affairs or any other event specified in SECTION 5.1(f); or
- (a) either (i) permit the validity or effectiveness of this Indenture to be impaired, or permit the lien of this Indenture to be amended, hypothecated, subordinated, terminated or discharged, or permit any Person to be released from any covenants or obligations with respect to the Notes under this Indenture except as may be expressly permitted hereby, (ii) permit any lien, charge, excise, claim, security interest, mortgage or other encumbrance (other than the lien of this Indenture) to be created on or extend to or otherwise arise upon or burden the Trust Estate or any part thereof or any interest therein or the proceeds thereof (other than tax liens, mechanics' liens and other liens that arise by operation of law, in each case on a Financed Vehicle and arising solely as a result of an action or omission of the related Obligor), or (iii) permit the lien of this Indenture not to constitute a valid first priority security interest in the Trust Estate (other than with respect to any such tax, mechanics' or other lien).

1.1 SECTION ANNUAL STATEMENT AS TO COMPLIANCE . The Issuer shall deliver to the Indenture Trustee, on or before August 15 of each year, beginning August 15, 2000, an Officer's Certificate signed by an Authorized Officer, dated as of June 30 of such year, stating that:

1.2

- (a) a review of the activities of the Issuer during such fiscal year and of performance under this Indenture has been made under such Authorized Officer's supervision; and
- (a) to the best of such Authorized Officer's knowledge, based on such review, the Issuer has fulfilled all of its obligations under this Indenture throughout such year, or, if there has been a default in the fulfillment of any such obligation, specifying each such default known to such Authorized Officer and the nature and status thereof. A copy of such certificate may be obtained by any Noteholder by a request in

writing to the Issuer addressed to the Corporate Trust Office of the Indenture Trustee.

1.1 SECTION CONSOLIDATION, MERGER, ETC., OF ISSUER; DISPOSITION OF TRUST ASSETS.

1.2 (a) The Issuer shall not consolidate or merge with or into any other Person, unless:

- (i) the Person (if other than the Issuer) formed by or surviving such consolidation or merger shall be a Person organized and existing under the laws of the United States of America, or any State and shall expressly assume, by an indenture supplemental hereto, executed and delivered to the Indenture Trustee, in form satisfactory to the Indenture Trustee, the due and timely payment of the principal of and interest on all Notes and the performance or observance of every agreement and covenant of this Indenture on the part of the Issuer to be performed or observed, all as provided herein;
- (i) immediately after giving effect to such merger or consolidation, no Default or Event of Default shall have occurred and be continuing;
- (i) the Rating Agency Condition shall have been satisfied with respect to such transaction and such Person;
- (i) any action as is necessary to maintain the lien and security interest created by this Indenture shall have been taken; and
- (i) the Issuer shall have delivered to the Indenture Trustee an Officer's Certificate and an Opinion of Counsel addressed to the Issuer, each stating:
 - (A) that such consolidation or merger and such supplemental indenture comply with this SECTION 3.10;
 - (A) that such consolidation or merger and such supplemental indenture shall have no material adverse tax consequence to the Issuer or any Noteholder or Certificateholder; and
 - (A) that all conditions precedent herein provided for in this SECTION 3.10 have been complied with, which shall include any filing required by the Exchange Act.

(a) Except as otherwise expressly permitted by this Indenture or the other Basic Documents, the Issuer shall not sell, convey, exchange, transfer or otherwise dispose of any of its properties or assets, including those included in the Trust Estate, to any Person, unless:

(b)

- (i) the Person that acquires such properties or assets of the Issuer (A) shall be a United States citizen or a Person organized and existing under the laws of the United States of America or any State and (B) by an indenture supplemental hereto, executed and delivered to the Indenture Trustee, in form satisfactory to the Indenture Trustee:
 - (1) expressly assumes the due and punctual payment of the principal of and interest on all Notes and the performance or observance of every agreement and covenant of this Indenture on the part of the Issuer to be performed or observed, all as provided herein;
 - (1) expressly agrees that all right, title and interest so sold, conveyed, exchanged, transferred or otherwise disposed of shall be subject and subordinate to the rights of Noteholders;
 - (1) unless otherwise provided in such supplemental indenture, expressly agrees to indemnify, defend and hold harmless the Issuer against and from any loss, liability or expense arising under or related to this Indenture and the Notes; and
 - (1) expressly agrees that such Person (or if a group of Persons, then one specified Person) shall make all filings with the Commission (and any other appropriate Person) required by the Exchange Act in connection with the Notes;
- (i) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing;
- (i) the Rating Agency Condition shall have been satisfied with respect to such transaction and such Person;
- (i) any action as is necessary to maintain the lien and security interest created by this Indenture shall have been taken; and
- (i) the Issuer shall have delivered to the Indenture Trustee an Officer's Certificate and an Opinion of Counsel addressed to the Issuer, each stating that:
 - (A) such sale, conveyance, exchange, transfer or disposition and such supplemental indenture comply with this SECTION 3.10;
 - (A) such sale, conveyance, exchange, transfer or disposition and such supplemental indenture have no material adverse tax consequence to the Trust or to any Noteholders or Certificateholders; and

(A) that all conditions precedent herein provided for in this SECTION 3.10 have been complied with, which shall include any filing required by the Exchange Act.

1.1 SECTION SUCCESSOR OR TRANSFEREE .

1.2

(a) Upon any consolidation or merger of the Issuer in accordance with SECTION 3.10(A), the Person formed by or surviving such consolidation or merger (if other than the Issuer) shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under this Indenture with the same effect as if such Person had been named as the Issuer herein.

(a) Upon a conveyance or transfer of all the assets and properties of the Issuer pursuant to SECTION 3.10(B), the Issuer shall be released from every covenant and agreement of this Indenture to be observed or performed on the part of the Issuer with respect to the Notes immediately upon the delivery of written notice to the Indenture Trustee from the Person acquiring such assets and properties stating that the Issuer is to be so released.

(b)

1.2 SECTION NO OTHER BUSINESS . The Issuer shall not engage in any business or activity other than acquiring, holding and managing the Collateral and the proceeds therefrom in the manner contemplated by the Basic Documents, issuing the Notes and the Certificates, making payments on the Notes and the Certificates and such other activities that are necessary, suitable or convenient to accomplish the foregoing or are incidental thereto, as set forth in SECTION 2.3 of the Trust Agreement.

1.3

1.4

SECTION NO BORROWING . The Issuer shall not issue, incur, assume, guarantee or otherwise become liable, directly or indirectly, for any indebtedness for money borrowed other than indebtedness for money borrowed in respect of the Notes or in accordance with the Basic Documents.

1.5

1.6 SECTION GUARANTEES, LOANS, ADVANCES AND OTHER LIABILITIES . Except as contemplated by this Indenture or the other Basic Documents, the Issuer shall not make any loan or advance or credit to, or guarantee (directly or indirectly or by an instrument having the effect of assuring another's payment or performance on any obligation or capability of so doing or otherwise), endorse or otherwise become contingently liable, directly or indirectly, in connection with the obligations, stocks or dividends of, or own, purchase, repurchase or acquire (or agree contingently to do so) any stock, obligations, assets or securities of, or any other interest in, or make any capital contribution to, any other Person.

1.7

1.8 SECTION SERVICER'S OBLIGATIONS . The Issuer shall use its best efforts to cause the Servicer to comply with its obligations under SECTION 3.10 of the Pooling and Servicing Agreement and SECTIONS 4.01 AND 4.02 of the Trust Sale and Servicing Agreement.

1.9

1.10 SECTION CAPITAL EXPENDITURES . The Issuer shall not make any expenditure (whether by long-term or operating lease or otherwise) for capital assets (either real, personal or intangible property) other than the purchase of the Receivables and other property and rights from the Seller pursuant to the Trust Sale and Servicing Agreement.

1.11

1.12 SECTION REMOVAL OF ADMINISTRATOR . So long as any Notes are Outstanding, the Issuer shall not remove the Administrator without cause unless the Rating Agency Condition shall have been satisfied in connection with such removal.

1.13

1.14 SECTION RESTRICTED PAYMENTS . Except for payments of principal or interest on or redemption of the Notes, so long as any Notes are Outstanding, the Issuer shall not, directly or indirectly:

1.15

(a) pay any dividend or make any distribution (by reduction of capital or otherwise), whether in cash, property, securities or a combination thereof, to the Owner Trustee or any owner of a beneficial interest in the Issuer or otherwise, in each case with respect to any ownership or equity interest or similar security in or of the Issuer or to the Servicer;

(a) redeem, purchase, retire or otherwise acquire for value any such ownership or equity interest or similar security; or

(a) set aside or otherwise segregate any amounts for any such purpose;

PROVIDED, HOWEVER, that the Issuer may make, or cause to be made, distributions to the Servicer, the Seller, the Indenture Trustee, the Owner Trustee and the Certificateholders as permitted by, and to the extent funds are available for such purpose under, the Trust Sale and Servicing Agreement, the Trust Agreement or the other Basic Documents. The Issuer shall not, directly or indirectly, make payments to or distributions from the Collection Account except in accordance with the Basic Documents.

1.1 SECTION NOTICE OF EVENTS OF DEFAULT . The Issuer agrees to give the Indenture Trustee and the Rating Agencies prompt written notice of each Event of Default hereunder, each Servicer Default, each default on the part of the Seller of its obligations under the Trust Sale and Servicing Agreement and each default on the part of GMAC of its obligations under the Pooling and Servicing Agreement.

1.2

1.3 SECTION FURTHER INSTRUMENTS AND ACTS . Upon request of the Indenture Trustee, the Issuer shall execute and deliver such further instruments

and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this Indenture.

1.4

1.5 SECTION INDENTURE TRUSTEE'S ASSIGNMENT OF ADMINISTRATIVE RECEIVABLES AND WARRANTY RECEIVABLES. Upon receipt of the Administrative Purchase Payment or the Warranty Payment with respect to an Administrative Receivable or a Warranty Receivable, as the case may be, the Indenture Trustee shall assign, without recourse, representation or warranty, to the Servicer or the Warranty Purchaser, as the case may be, all the Indenture Trustee's right, title and interest in and to such repurchased Receivable, all monies due thereon, the security interest in the related Financed Vehicle, proceeds from any Insurance Policies, proceeds from recourse against the Dealer on such Receivable and the interests of the Indenture Trustee in certain rebates of premiums and other amounts relating to the Insurance Policies and any documents relating thereto, such assignment being an assignment outright and not for security; and the Servicer or the Warranty Purchaser, as applicable, shall thereupon own such Receivable, and all such security and documents, free of any further obligation to the Indenture Trustee, the Noteholders or the Certificateholders with respect thereto. If in any enforcement suit or legal proceeding it is held that the Servicer may not enforce a Receivable on the ground that it is not a real party in interest or a holder entitled to enforce the Receivable, the Indenture Trustee shall, at the Servicer's expense, take such steps as the Servicer deems necessary to enforce the Receivable, including bringing suit in the Indenture Trustee's name or the names of the Noteholders or the Certificateholders.

1.6

1.7 SECTION REPRESENTATIONS AND WARRANTIES BY THE ISSUER TO THE INDENTURE TRUSTEE . The Issuer hereby represents and warrants to the Indenture Trustee as follows:

1.8

- (a) GOOD TITLE. No Receivable has been sold, transferred, assigned or pledged by the Issuer to any Person other than the Indenture Trustee; immediately prior to the conveyance of the Receivables pursuant to this Indenture, the Issuer had good and marketable title thereto, free of any Lien; and, upon execution and delivery of this Indenture by the Issuer, the Indenture Trustee shall have all of the right, title and interest of the Issuer in, to and under the Receivables, the unpaid indebtedness evidenced thereby and the collateral security therefor, free of any Lien; and
- (b)
- (c) ALL FILINGS MADE. All filings (including, without limitation, UCC filings) necessary in any jurisdiction to give the Indenture Trustee a first perfected security interest in the Receivables shall have been made.
- (d)
- (e)

ARTICLE IV
SATISFACTION AND DISCHARGE

1.1 SECTION SATISFACTION AND DISCHARGE OF INDENTURE . This Indenture shall cease to be of further effect with respect to the Notes except as to: (i) rights of registration of transfer and exchange; (ii) substitution of mutilated, destroyed, lost or stolen Notes; (iii) rights of Noteholders to receive payments of principal thereof and interest thereon; (iv) SECTIONS 3.3, 3.4, 3.5, 3.8, 3.10, 3.12, 3.13, 3.19 AND 3.21; (v) the rights, obligations and immunities of the Indenture Trustee hereunder (including the rights of the Indenture Trustee under SECTION 6.7 and the obligations of the Indenture Trustee under SECTIONS 4.2 AND 4.4); and (vi) the rights of Noteholders as beneficiaries hereof with respect to the property so deposited with the Indenture Trustee payable to all or any of them, and the Indenture Trustee, on demand of and at the expense of the Issuer, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture with respect to the Notes, if:

(a) either:

(1) all Notes theretofore authenticated and delivered (other than (A) Notes that have been destroyed, lost or stolen and that have been replaced or paid as provided in SECTION 2.5 and (B) Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from such trust, as provided in SECTION 3.3) have been delivered to the Indenture Trustee for cancellation; or

(1) all Notes not theretofore delivered to the Indenture Trustee for cancellation:

(A) have become due and payable,

(A) will be due and payable on their respective Final Scheduled Distribution Dates within one year, or

(A) are to be called for redemption within one year under arrangements satisfactory to the Indenture Trustee for the giving of notice of redemption by the Indenture Trustee in the name, and at the expense, of the Issuer,

and the Issuer, in the case of (A), (B) or (C) of SUBSECTION 4.1(A)(2) above, has irrevocably deposited or caused to be irrevocably deposited with the Indenture Trustee cash or direct obligations of or obligations guaranteed by the United States of America (which will mature prior to the date such amounts are payable), in trust for such purpose, in an amount sufficient to pay and discharge the entire unpaid principal and accrued interest on such Notes not theretofore delivered to the Indenture Trustee for cancellation when due on the Final Scheduled Distribution Date for such Notes or the Redemption Date for such Notes (if such Notes have been called for redemption pursuant to SECTION 10.1), as the case may be;

(a) the Issuer has paid or caused to be paid all other sums payable hereunder by the Issuer; and

(a) the Issuer has delivered to the Indenture Trustee an Officer's Certificate of the Issuer, an Opinion of Counsel and (if required by the TIA or the Indenture Trustee) an Independent Certificate from a firm of certified public accountants, each meeting the applicable requirements of SECTION 11.1(A) and each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture have been complied with.

1.1 SECTION APPLICATION OF TRUST MONEY . All monies deposited with the Indenture Trustee pursuant to SECTION 4.1 shall be held in trust and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent, as the Indenture Trustee may determine, to the Holders of the particular Notes for the payment or redemption of which such monies have been deposited with the Indenture Trustee, of all sums due and to become due thereon for principal and interest; but such monies need not be segregated from other funds except to the extent required herein or in the Trust Sale and Servicing Agreement or required by law.

1.2

1.3 SECTION REPAYMENT OF MONIES HELD BY PAYING AGENT . In connection with the satisfaction and discharge of this Indenture with respect to the Notes, all monies then held by any Paying Agent other than the Indenture Trustee under the provisions of this Indenture with respect to such Notes shall, upon demand of the Issuer, be paid to the Indenture Trustee to be held and applied according to SECTION 3.3 and thereupon such Paying Agent shall be released from all further liability with respect to such monies.

1.4

1.5 SECTION DURATION OF POSITION OF INDENTURE TRUSTEE . Notwithstanding the earlier payment in full of all principal and interest due to the Noteholders under the terms of the Notes and the cancellation of the Notes pursuant to SECTION 3.1, the Indenture Trustee shall continue to act in the capacity as Indenture Trustee hereunder and, for the benefit of the Certificateholders, shall comply with its obligations under SECTIONS 5.01(A), 7.02 AND 7.03 of the Trust Sale and Servicing Agreement, as appropriate, until such time as all payments in respect of Certificate Balance and interest due to the Certificateholders have been paid in full.

1.6

1.7

ARTICLE V DEFAULT AND REMEDIES

1.1 SECTION EVENTS OF DEFAULT . For the purposes of this Indenture, "EVENT OF DEFAULT" wherever used herein, means any one of the following events:

(a) failure to pay the full Noteholders' Interest Distributable Amount on any class of Notes on any Distribution Date, and such default shall continue for a period of five (5) days; or

- (a) except as set forth in SECTION 5.1(C), failure to pay any instalment of the principal of any Note as and when the same becomes due and payable, and such default continues unremedied for a period of thirty (30) days after there shall have been given, by registered or certified mail, to the Servicer by the Indenture Trustee or to the Servicer and the Indenture Trustee by the Holders of not less than 25% of the Outstanding Amount of the Notes, a written notice specifying such default and demanding that it be remedied and stating that such notice is a "NOTICE OF DEFAULT" hereunder; or
- (a) failure to pay in full the outstanding principal balance of any class of Notes by the Final Scheduled Distribution Date for such class; or
- (a) default in the observance or performance in any material respect of any covenant or agreement of the Issuer made in this Indenture (other than a covenant or agreement, a default in the observance or performance of which is elsewhere in this specifically dealt with in this SECTION 5.1) which failure materially and adversely affects the rights of the Noteholders, and such default shall continue or not be cured, for a period of 30 days after there shall have been given, by registered or certified mail, to the Issuer and the Seller (or the Servicer, as applicable) by the Indenture Trustee or to the Issuer and the Seller (or the Servicer, as applicable) and the Indenture Trustee by the Holders of at least 25% of the Outstanding Amount of the Notes, a written notice specifying such default, demanding that it be remedied and stating that such notice is a "NOTICE OF DEFAULT" hereunder; or
- (a) the filing of a decree or order for relief by a court having jurisdiction in the premises in respect of the Issuer or any substantial part of the Trust Estate in an involuntary case under any applicable federal or state bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Issuer or for any substantial part of the Trust Estate, or ordering the winding-up or liquidation of the Issuer's affairs, and such decree or order shall remain unstayed and in effect for a period of 90 consecutive days; or
- (a) the commencement by the Issuer of a voluntary case under any applicable federal or state bankruptcy, insolvency or other similar law now or hereafter in effect, or the consent by the Issuer to the entry of an order for relief in an involuntary case under any such law, or the consent by the Issuer to the appointment or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Issuer or for any substantial part of the Trust Estate, or the making by the Issuer of any general assignment for the benefit of creditors, or the failure by the Issuer generally to pay its debts as such debts become due, or the taking of action by the Issuer in furtherance of any of the foregoing.

The Issuer shall deliver to the Indenture Trustee, within five Business Days after learning of the occurrence thereof, written notice in the form of an Officer's Certificate of any event which with the giving of notice and the lapse of time would become an Event of Default under SECTION 5.1(D), its status and what action the Issuer is taking or proposes to take with respect thereto.

1.1 SECTION ACCELERATION OF MATURITY; RESCISSION AND ANNULMENT .

1.2

(a) If an Event of Default should occur and be continuing, then and in every such case, unless the principal amount of the Notes shall have already become due and payable, either the Indenture Trustee or the Holders of Notes representing not less than a majority of the Outstanding Amount of the Notes may declare all the Notes to be immediately due and payable, by a notice in writing to the Issuer (and to the Indenture Trustee if given by the Noteholders) setting forth the Event or Events of Default, and upon any such declaration the unpaid principal amount of such Notes, together with accrued and unpaid interest thereon through the date of acceleration, shall become immediately due and payable.

(a) At any time after such declaration of acceleration of maturity of the Notes has been made and before a judgment or decree for payment of the money due thereunder has been obtained by the Indenture Trustee as hereinafter provided in this ARTICLE V, the Holders of Notes representing a majority of the Outstanding Amount of the Notes, by written notice to the Issuer and the Indenture Trustee, may waive all Defaults set forth in the notice delivered pursuant to SECTION 5.2(A), and rescind and annul such declaration and its consequences; PROVIDED, that no such rescission and annulment shall extend to or affect any other Default or impair any right consequent thereto; and PROVIDED FURTHER, that if the Indenture Trustee shall have proceeded to enforce any right under this Indenture and such Proceedings shall have been discontinued or abandoned because of such rescission and annulment or for any other reason, or such Proceedings shall have been determined adversely to the Indenture Trustee, then and in every such case, the Indenture Trustee, the Issuer and the Noteholders, as the case may be, shall be restored respectively to their former positions and rights hereunder, and all rights, remedies and powers of the Indenture Trustee, the Issuer and the Noteholders, as the case may be, shall continue as though no such Proceedings had been commenced.

1.1 SECTION COLLECTION OF INDEBTEDNESS AND SUITS FOR ENFORCEMENT BY INDENTURE TRUSTEE .

1.2

(a) The Issuer covenants that if an Event of Default under SECTIONS 5.1(a), (b) OR (c) occurs and such Event of Default has not been waived pursuant to SECTION 5.12, the Issuer shall, upon demand of the

Indenture Trustee, pay to the Indenture Trustee, for the ratable benefit of the Noteholders in accordance with their respective outstanding principal amounts, the whole amount then due and payable on such Notes for principal and interest, with interest upon the overdue principal, at the rate borne by the Notes and in addition thereto such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Indenture Trustee and its agents and counsel.

- (a) If the Issuer shall fail forthwith to pay such amounts upon such demand, the Indenture Trustee, in its own name and as trustee of an express trust, may institute a Proceeding for the collection of the sums so due and unpaid, and may prosecute such Proceeding to judgment or final decree, and may enforce the same against the Issuer or other obligor upon such Notes and collect in the manner provided by law out of the property of the Issuer or other obligor upon such Notes, wherever situated, the monies adjudged or decreed to be payable.
- (b)
- (c) If an Event of Default occurs and is continuing, the Indenture Trustee may, as more particularly provided in SECTION 5.4, in its discretion, proceed to protect and enforce its rights and the rights of the Noteholders, by such appropriate Proceedings as the Indenture Trustee shall deem most effective to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy or legal or equitable right vested in the Indenture Trustee by this Indenture or by applicable law.
- (d)
- (e) If there shall be pending, relative to the Issuer or any other obligor upon the Notes or any Person having or claiming an ownership interest in the Trust Estate, Proceedings under Title 11 of the United States Code or any other applicable federal or state bankruptcy, insolvency or other similar law, or if a receiver, assignee or trustee in bankruptcy or reorganization, liquidator, sequestrator or similar official shall have been appointed for or taken possession of the Issuer or its property or such other obligor or Person, or in case of any other comparable judicial Proceedings relative to the Issuer or other obligor upon the Notes, or to the creditors or property of the Issuer or such other obligor, the Indenture Trustee, irrespective of whether the principal of any Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Indenture Trustee shall have made any demand pursuant to the provisions of this SECTION 5.3, shall be entitled and empowered, by intervention in such Proceedings or otherwise:
- (f)

(i) to file and prove a claim or claims for the whole amount of

principal and interest owing and unpaid in respect of the Notes and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Indenture Trustee (including any claim for reasonable compensation to the Indenture Trustee and each predecessor trustee, and their respective agents, attorneys and counsel, and for reimbursement of all expenses and liabilities incurred, and all advances made, by the Indenture Trustee and each predecessor trustee, except as a result of negligence or bad faith) and of the Noteholders allowed in such Proceedings;

- (i) unless prohibited by applicable law and regulations, to vote on behalf of the Holders of Notes in any election of a trustee, a standby trustee or Person performing similar functions in any such Proceedings;
- (i) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute all amounts received with respect to the claims of the Noteholders and of the Indenture Trustee on their behalf; and
- (i) to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Indenture Trustee or the Holders of Notes allowed in any judicial proceedings relative to the Issuer, its creditors and its property;

and any trustee, receiver, liquidator, custodian or other similar official in any such Proceeding is hereby authorized by each of such Noteholders to make payments to the Indenture Trustee, and, if the Indenture Trustee shall consent to the making of payments directly to such Noteholders, to pay to the Indenture Trustee such amounts as shall be sufficient to cover reasonable compensation to the Indenture Trustee, each predecessor trustee and their respective agents, attorneys and counsel, and all other expenses and liabilities incurred, and all advances made, by the Indenture Trustee and each predecessor trustee except as a result of negligence or bad faith.

- (a) Nothing herein contained shall be deemed to authorize the Indenture Trustee to authorize or consent to or vote for or accept or adopt on behalf of any Noteholder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof or to authorize the Indenture Trustee to vote in respect of the claim of any Noteholder in any such proceeding except, as aforesaid, to vote for the election of a trustee in bankruptcy or similar Person.
- (b)
- (c) All rights of action and of asserting claims under this Indenture, or under any of the Notes, may be enforced by the Indenture Trustee without the possession of any of the Notes or the production thereof in any trial or other Proceedings relative thereto, and any such Proceedings instituted by the Indenture Trustee shall be brought in

its own name as trustee of an express trust, and any recovery of judgment, subject to the payment of the expenses, disbursements and compensation of the Indenture Trustee, each predecessor Trustee and their respective agents and attorneys, shall be for the ratable benefit of the Noteholders.

(d)

(e) In any Proceedings brought by the Indenture Trustee (and also any Proceedings involving the interpretation of any provision of this Indenture to which the Indenture Trustee shall be a party), the Indenture Trustee shall be held to represent all the Noteholders, and it shall not be necessary to make any Noteholder a party to any such Proceedings.

(f)

1.2 SECTION REMEDIES; PRIORITIES .

1.3

(a) If an Event of Default shall have occurred and be continuing and the Notes have been accelerated under SECTION 5.2(A), the Indenture Trustee may do one or more of the following (subject to SECTION 5.5):

(i) institute Proceedings in its own name and as trustee of an express trust for the collection of all amounts then due and payable on the Notes or under this Indenture with respect thereto, whether by declaration of acceleration or otherwise, enforce any judgment obtained, and collect from the Issuer and any other obligor upon such Notes monies adjudged due;

(i) institute Proceedings from time to time for the complete or partial foreclosure of this Indenture with respect to the Trust Estate;

(i) exercise any remedies of a secured party under the UCC and take any other appropriate action to protect and enforce the rights and remedies of the Indenture Trustee and the Noteholders; and

(i) sell the Trust Estate or any portion thereof or rights or interest therein, at one or more public or private sales called and conducted in any manner permitted by law or elect to have the Issuer maintain possession of the Receivables and continue to apply collections on such Receivables as if there had been no declaration of acceleration; PROVIDED, HOWEVER, that the Indenture Trustee may not sell or otherwise liquidate the Trust Estate following an Event of Default and acceleration of the Notes, unless (i) (A) the Holders of all of the aggregate Outstanding Amount of the Notes consent thereto or (B) the proceeds of such sale or liquidation distributable to the Noteholders are sufficient to discharge in full the principal of

and the accrued interest on the Notes at the date of such sale or liquidation or (C) (x) there has been an Event of Default under Section 5.1(a), (b) or (c) or otherwise arising from a failure to make a required payment of principal on any Notes, (y) the Indenture Trustee determines that the Trust Estate will not continue to provide sufficient funds for the payment of principal of and interest on the Notes as and when they would have become due if the Notes had not been declared due and payable, and (z) the Indenture Trustee obtains the consent of Holders of a majority of the aggregate Outstanding Amount of the Notes and (ii) 10 days' prior written notice of sale or liquidation has been given to the Rating Agencies. In determining such sufficiency or insufficiency with respect to clauses (B) and (C), the Indenture Trustee may, but need not, obtain and rely upon an opinion of an Independent investment banking or accounting firm of national reputation as to the feasibility of such proposed action and as to the sufficiency of the Trust Estate for such purpose.

- (a) If the Indenture Trustee collects any money or property pursuant to this ARTICLE V, it shall pay out the money or property in the following order:
- (b) FIRST: to the Indenture Trustee for amounts due under SECTION 6.7 and then to the Owner Trustee for amounts due to the Owner Trustee (not including amounts due for payments to the Certificateholders) under the Trust Agreement or the Trust Sale and Servicing Agreement; and

SECOND: to the Collection Account, for distribution pursuant to SECTIONS 8.01(b) AND (e) of the Trust Sale and Servicing Agreement.

The Indenture Trustee may fix a record date and payment date for any payment to Noteholders pursuant to this SECTION 5.4. At least 15 days before such record date, the Indenture Trustee shall mail to each Noteholder and the Indenture Trustee a notice that states the record date, the payment date and the amount to be paid.

1.1 SECTION OPTIONAL PRESERVATION OF THE RECEIVABLES . If the Notes have been declared to be due and payable under SECTION 5.2 following an Event of Default and such declaration and its consequences have not been rescinded and annulled in accordance with Section 5.2(b), the Indenture Trustee may, but need not, elect to take and maintain possession of the Trust Estate. It is the desire of the parties hereto and the Noteholders that there be at all times sufficient funds for the payment of principal of and interest on the Notes, and the Indenture Trustee shall take such desire into account when determining whether or not to take and maintain possession of the Trust Estate. In determining whether to take and maintain possession of the Trust Estate, the Indenture

Trustee may, but need not, obtain and rely upon an opinion of an Independent investment banking or accounting firm of national reputation as to the feasibility of such proposed action and as to the sufficiency of the Trust Estate for such purpose.

1.2

1.3 SECTION LIMITATION OF SUITS . No Holder of any Note shall have any right to institute any Proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

1.4

- (i) such Holder has previously given written notice to the Indenture Trustee of a continuing Event of Default;
- (i) the Holders of not less than 25% of the Outstanding Amount of the Notes have made written request to the Indenture Trustee to institute such Proceeding in respect of such Event of Default in its own name as Indenture Trustee hereunder;
- (i) such Holder or Holders have offered to the Indenture Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in complying with such request;
- (i) the Indenture Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute such Proceedings; and
- (i) no direction inconsistent with such written request has been given to the Indenture Trustee during such 60-day period by the Holders of a majority of the Outstanding Amount of the Notes;

it being understood and intended that no one or more Holders of Notes shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other Holders of Notes or to obtain or to seek to obtain priority or preference over any other Holders of Notes or to enforce any right under this Indenture, except in the manner herein provided and for the equal, ratable (on the basis of the respective aggregate amount of principal and interest, respectively, due and unpaid on the Notes held by each Noteholder) and common benefit of all holders of Notes. For the protection and enforcement of the provisions of this SECTION 5.6, each and every Noteholder shall be entitled to such relief as can be given either at law or in equity.

If the Indenture Trustee shall receive conflicting or inconsistent requests and indemnity from two or more groups of Holders of Notes, each representing less than a majority of the Outstanding Amount of the Notes, the Indenture Trustee in its sole discretion may determine what action, if any, shall be taken, notwithstanding any other provisions of this Indenture.

1.1 SECTION UNCONDITIONAL RIGHTS OF NOTEHOLDERS TO RECEIVE PRINCIPAL AND

INTEREST . Notwithstanding any other provisions in this Indenture, the Holder of any Note shall have the right, which is absolute and unconditional, to receive payment of the principal of and interest, on such Note on or after the respective due dates thereof expressed in such Note or in this Indenture (or, in the case of redemption, if applicable, on or after the Redemption Date) and to institute suit for the enforcement of any such payment, and such right shall not be impaired without the consent of such Holder.

1.2

1.3 SECTION RESTORATION OF RIGHTS AND REMEDIES . If the Indenture Trustee or any Noteholder has instituted any Proceeding to enforce any right or remedy under this Indenture and such Proceeding has been discontinued or abandoned for any reason or has been determined adversely to the Indenture Trustee or to such Noteholder, then and in every such case the Issuer, the Indenture Trustee and the Noteholders shall, subject to any determination in such Proceeding, be restored severally to their respective former positions hereunder, and thereafter all rights and remedies of the Indenture Trustee and the Noteholders shall continue as though no such Proceeding had been instituted.

1.4

1.5 SECTION RIGHTS AND REMEDIES CUMULATIVE . No right or remedy herein conferred upon or reserved to the Indenture Trustee or to the Noteholders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

1.6

1.7 SECTION DELAY OR OMISSION NOT A WAIVER . No delay or omission of the Indenture Trustee or any Holder of any Note to exercise any right or remedy accruing upon any Default or Event of Default shall impair any such right or remedy or constitute a waiver of any such Default or Event of Default or an acquiescence therein. Every right and remedy given by this ARTICLE V or by law to the Indenture Trustee or to the Noteholders may be exercised from time to time, and as often as may be deemed expedient, by the Indenture Trustee or by the Noteholders, as the case may be.

1.8

1.9 SECTION CONTROL BY NOTEHOLDERS . The Holders of a majority of the Outstanding Amount of the Notes shall, subject to provision being made for indemnification against costs, expenses and liabilities in a form satisfactory to the Indenture Trustee, have the right to direct the time, method and place of conducting any Proceeding for any remedy available to the Indenture Trustee with respect to the Notes or exercising any trust or power conferred on the Indenture Trustee; PROVIDED, HOWEVER, that:

1.10

- (i) such direction shall not be in conflict with any rule of law or with this Indenture;
- (i) subject to the express terms of SECTION 5.4, any direction to the Indenture Trustee to sell or liquidate the Trust Estate shall be

by the Holders of Notes representing not less than 100% of the Outstanding Amount of the Notes;

- (i) if the conditions set forth in SECTION 5.5 have been satisfied and the Indenture Trustee elects to retain the Trust Estate pursuant to SECTION 5.5, then any direction to the Indenture Trustee by Holders of Notes representing less than 100% of the Outstanding Amount of the Notes to sell or liquidate the Trust Estate shall be of no force and effect; and
- (i) the Indenture Trustee may take any other action deemed proper by the Indenture Trustee that is not inconsistent with such direction;

PROVIDED, HOWEVER, that, subject to SECTION 6.1, the Indenture Trustee need not take any action that it determines might cause it to incur any liability or might materially adversely affect the rights of any Noteholders not consenting to such action.

1.1 SECTION WAIVER OF PAST DEFAULTS.

1.2

- (a) Prior to the declaration of the acceleration of the maturity of the Notes as provided in SECTION 5.2, the Holders of not less than a majority of the Outstanding Amount of the Notes may waive any past Default or Event of Default and its consequences except a Default (i) in the payment of principal of or interest on any of the Notes or (ii) in respect of a covenant or provision hereof which cannot be modified or amended without the consent of the Holder of each Note. In the case of any such waiver, the Issuer, the Indenture Trustee and the Noteholders shall be restored to their respective former positions and rights hereunder; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereto.
- (a) Upon any such waiver, such Default shall cease to exist and be deemed to have been cured and not to have occurred, and any Event of Default arising therefrom shall be deemed to have been cured and not to have occurred, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereto.
- (b)

1.2 SECTION UNDERTAKING FOR COSTS . All parties to this Indenture agree, and each Holder of any Note by such Holder's acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any Proceeding for the enforcement of any right or remedy under this Indenture, or in any Proceeding against the Indenture Trustee for any action taken, suffered or omitted by it as Trustee, the filing by any party litigant in such Proceeding of an undertaking to pay the costs of such Proceeding, and that such court may in

its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such Proceeding, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this SECTION 5.13 shall not apply to:

- (a) any Proceeding instituted by the Indenture Trustee;
- (b)
- (c) any Proceeding instituted by any Noteholder, or group of Noteholders, in each case holding in the aggregate more than 10% of the Outstanding Amount of the Notes; or
- (d)
- (e) any Proceeding instituted by any Noteholder for the enforcement of the payment of principal of or interest on any Note on or after the respective due dates expressed in such Note and in this Indenture (or, in the case of redemption, on or after the Redemption Date).
- (f)

1.3 SECTION WAIVER OF STAY OR EXTENSION LAWS . The Issuer covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, or plead or in any manner whatsoever, claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture. The Issuer (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it shall not hinder, delay or impede the execution of any power herein granted to the Indenture Trustee, but shall suffer and permit the execution of every such power as though no such law had been enacted.

1.4

1.5 SECTION ACTION ON NOTES . The Indenture Trustee's right to seek and recover judgment on the Notes or under this Indenture shall not be affected by the seeking, obtaining or application of any other relief under or with respect to this Indenture. Neither the lien of this Indenture nor any rights or remedies of the Indenture Trustee or the Noteholders shall be impaired by the recovery of any judgment by the Indenture Trustee against the Issuer or by the levy of any execution under such judgment upon any portion of the Trust Estate or upon any of the assets of the Issuer. Any money or property collected by the Indenture Trustee shall be applied in accordance with Section 5.4(b).

1.6

1.7 SECTION PERFORMANCE AND ENFORCEMENT OF CERTAIN OBLIGATIONS .

1.8

- (a) Promptly following a request from the Indenture Trustee to do so and at the Administrator's expense, the Issuer agrees to take all such lawful action as the Indenture Trustee may request to compel or secure the performance and observance by the Seller and the Servicer of their respective obligations to the Issuer under or in connection with the Trust Sale and Servicing Agreement and the Pooling and Servicing Agreement or by GMAC of its obligations under or in connection with the Pooling and Servicing Agreement in accordance with the terms thereof, and to exercise any and all rights, remedies, powers and

privileges lawfully available to the Issuer under or in connection with the Trust Sale and Servicing Agreement and the Pooling and Servicing Agreement to the extent and in the manner directed by the Indenture Trustee, including the transmission of notices of default on the part of the Seller or the Servicer thereunder and the institution of legal or administrative actions or proceedings to compel or secure performance by the Seller or the Servicer of their respective obligations under the Trust Sale and Servicing Agreement and the Pooling and Servicing Agreement.

(b) If an event of Default has occurred and is continuing, the Indenture Trustee may, and, at the direction (which direction shall be in writing or by telephone (confirmed in writing promptly thereafter)) of the Holders of 66-2/3% of the Outstanding Amount of the Notes shall, exercise all rights, remedies, powers, privileges and claims of the Issuer against the Seller or the Servicer under or in connection with the Trust Sale and Servicing Agreement and the Pooling and Servicing Agreement, including the right or power to take any action to compel or secure performance or observance by the Seller or the Servicer of each of their obligations to the Issuer thereunder and to give any consent, request, notice, direction, approval, extension or waiver under the Trust Sale and Servicing Agreement, and any right of the Issuer to take such action shall be suspended.

(c)

(d) [RESERVED.]

(e)

(f) If an Event of Default has occurred and is continuing, the Indenture Trustee may, and, at the direction (which direction shall be in writing or by telephone (confirmed in writing promptly thereafter)) of the Holders of 66-2/3% of the Outstanding Amount of the Notes shall, exercise all rights, remedies, powers, privileges and claims of the Seller against GMAC under or in connection with the Pooling and Servicing Agreement, including the right or power to take any action to compel or secure performance or observance by GMAC of each of its obligations to the Seller thereunder and to give any consent, request, notice, direction, approval, extension or waiver under the Pooling and Servicing Agreement, and any right of the Seller to take such action shall be suspended.

(g)

(h)

ARTICLE VI THE INDENTURE TRUSTEE

1.1 SECTION DUTIES OF INDENTURE TRUSTEE .

1.2

(a) If an Event of Default has occurred and is continuing, the Indenture Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in

the conduct of such person's own affairs.

(a) Except during the continuance of an Event of Default:

(b)

(i) the Indenture Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and the Trust Sale and Servicing Agreement and no implied covenants or obligations shall be read into this Indenture, the Trust Sale and Servicing Agreement or any other Basic Document against the Indenture Trustee; and

(i) in the absence of bad faith on its part, the Indenture Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Indenture Trustee and conforming to the requirements of this Indenture; PROVIDED, HOWEVER, that the Indenture Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture.

(a) The Indenture Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own wilful misconduct, except that:

(b)

(i) this SECTION 6.1(C) does not limit the effect of SECTION 6.1(B);

(i) the Indenture Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer unless it is proved that the Indenture Trustee was negligent in ascertaining the pertinent facts; and

(i) the Indenture Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to SECTION 5.11.

(a) The Indenture Trustee shall not be liable for interest on any money received by it except as the Indenture Trustee may agree in writing with the Issuer.

(b)

(c) Money held in trust by the Indenture Trustee need not be segregated from other funds except to the extent required by law or the terms of this Indenture or the Trust Sale and Servicing Agreement or the Trust Agreement.

(d)

(e) No provision of this Indenture shall require the Indenture Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds to believe that repayments of such funds or adequate indemnity against

such risk or liability is not reasonably assured to it.

(f)

(g) Every provision of this Indenture relating to the Indenture Trustee shall be subject to the provisions of this SECTION 6.1 and to the provisions of the TIA.

(h)

1.2 SECTION RIGHTS OF INDENTURE TRUSTEE .

1.3

(a) The Indenture Trustee may rely on any document believed by it to be genuine and to have been signed or presented by the proper Person. The Indenture Trustee need not investigate any fact or matter stated in the document.

(a) Before the Indenture Trustee acts or refrains from acting, it may require an Officer's Certificate or an Opinion of Counsel. The Indenture Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on the Officer's Certificate or Opinion of Counsel.

(b)

(c) The Indenture Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys or a custodian or nominee, and the Indenture Trustee shall not be responsible for any misconduct or negligence on the part of, or for the supervision of, any such agent, attorney, custodian or nominee appointed with due care by it hereunder.

(d)

(e) The Indenture Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers; PROVIDED, HOWEVER, that the Indenture Trustee's conduct does not constitute wilful misconduct, negligence or bad faith.

(f)

(g) The Indenture Trustee may consult with counsel, and the advice or opinion of counsel with respect to legal matters relating to this Indenture and the Notes shall be full and complete authorization and protection from liability in respect to any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel.

(h)

1.2 SECTION INDENTURE TRUSTEE MAY OWN NOTES . The Indenture Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuer, the Servicer or any of their respective Affiliates with the same rights it would have if it were not Indenture Trustee; PROVIDED, HOWEVER, that the Indenture Trustee shall comply with SECTIONS 6.10 AND 6.11. Any Paying Agent, Note Registrar, co-registrar or co-paying agent may do the same with like rights.

1.3

1.4 SECTION INDENTURE TRUSTEE'S DISCLAIMER . The Indenture Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Issuer's use of the proceeds from the Notes, and it shall not be responsible for any statement of the Issuer in the Indenture or in any document issued in connection with the sale of the Notes or in the Notes other than the Indenture Trustee's certificate of authentication.

1.5

1.6 SECTION NOTICE OF DEFAULTS . If a Default occurs and is continuing and if it is known to a Responsible Officer of the Indenture Trustee, the Indenture Trustee shall mail to each Noteholder notice of the Default within 90 days after it occurs. Except in the case of a Default in payment of principal of or interest on any Note, the Indenture Trustee may withhold the notice if and so long as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of Noteholders.

1.7

1.8 SECTION REPORTS BY INDENTURE TRUSTEE TO HOLDERS . The Indenture Trustee shall deliver to each Noteholder the information and documents set forth in ARTICLE VII, and, in addition, all such information with respect to the Notes as may be required to enable such Holder to prepare its federal and state income tax returns.

1.9

1.10 SECTION COMPENSATION; INDEMNITY .

1.11

(a) The Issuer shall cause the Servicer pursuant to SECTION 3.09 of the Pooling and Servicing Agreement to pay to the Indenture Trustee from time to time reasonable compensation for its services. The Indenture Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Issuer shall cause the Servicer pursuant to SECTION 3.09 of the Pooling and Servicing Agreement to reimburse the Indenture Trustee for all reasonable out-of-pocket expenses incurred or made by it, including costs of collection, in addition to the compensation for its services. Such expenses shall include the reasonable compensation and expenses, disbursements and advances of the Indenture Trustee's agents, counsel, accountants and experts. The Issuer shall cause the Servicer to indemnify the Indenture Trustee in accordance with SECTION 6.01 of the Trust Sale and Servicing Agreement.

(a) The Issuer's obligations to the Indenture Trustee pursuant to this SECTION 6.7 shall survive the discharge of this Indenture. When the Indenture Trustee incurs expenses after the occurrence of a Default specified in SECTION 5.1(D) OR (E) with respect to the Issuer, the expenses are intended to constitute expenses of administration under Title 11 of the United States Code or any other applicable federal or state bankruptcy, insolvency or similar law.

(b)

1.2 SECTION REPLACEMENT OF INDENTURE TRUSTEE .

- (a) The Indenture Trustee may at any time give notice of its intent to resign by so notifying the Issuer; PROVIDED, HOWEVER, that no such resignation shall become effective and the Indenture Trustee shall not resign prior to the time set forth in Section 6.8(c). The Holders of a majority in Outstanding Amount of the Notes may remove the Indenture Trustee by so notifying the Indenture Trustee and may appoint a successor Indenture Trustee. Such resignation or removal shall become effective in accordance with SECTION 6.8(C). The Issuer shall remove the Indenture Trustee if:
- (i) the Indenture Trustee fails to comply with SECTION 6.11;
 - (i) the Indenture Trustee is adjudged a bankrupt or insolvent;
 - (i) a receiver or other public officer takes charge of the Indenture Trustee or its property; or
 - (i) the Indenture Trustee otherwise becomes incapable of acting.
- (a) If the Indenture Trustee gives notice of its intent to resign or is removed or if a vacancy exists in the office of the Indenture Trustee for any reason (the Indenture Trustee in such event being referred to herein as the retiring Indenture Trustee), the Issuer shall promptly appoint and designate a successor Indenture Trustee.
- (b)
- (c) A successor Indenture Trustee shall deliver a written acceptance of its appointment and designation to the retiring Indenture Trustee and to the Issuer. Thereupon the resignation or removal of the retiring Indenture Trustee shall become effective, and the successor Indenture Trustee shall have all the rights, powers and duties of the Indenture Trustee under this Indenture. The successor Indenture Trustee shall mail a notice of its succession to Noteholders. The retiring Indenture Trustee shall promptly transfer all property held by it as Indenture Trustee to the successor Indenture Trustee.
- (d)
- (e) If a successor Indenture Trustee does not take office within 60 days after the Indenture Trustee gives notice of its intent to resign or is removed, the retiring Trustee, the Issuer or the Holders of a majority of the Outstanding Amount of the Notes may petition any court of competent jurisdiction for the appointment and designation of a successor Indenture Trustee.
- (f)
- (g) If the Indenture Trustee fails to comply with SECTION 6.11, any Noteholder may petition any court of competent jurisdiction for the removal of the Indenture Trustee and the appointment of a successor Indenture Trustee.
- (h)
- (i) Notwithstanding the replacement of the Indenture Trustee pursuant to this SECTION 6.8, the Issuer's obligations under SECTION 6.7 and the Servicer's corresponding obligations under the Trust Sale and

Servicing Agreement shall continue for the benefit of the retiring Indenture Trustee.

(j)

1.2 SECTION MERGER OR CONSOLIDATION OF INDENTURE TRUSTEE .

1.3

(a) Any corporation into which the Indenture Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Indenture Trustee shall be a party, or any corporation succeeding to the corporate trust business of the Indenture Trustee, shall be the successor of the Indenture Trustee under this Indenture; PROVIDED, HOWEVER, that such corporation shall be eligible under the provisions of SECTION 6.11, without the execution or filing of any instrument or any further act on the part of any of the parties to this Indenture, anything in this Indenture to the contrary notwithstanding.

(a) If at the time such successor or successors by merger or consolidation to the Indenture Trustee shall succeed to the trusts created by this Indenture, any of the Notes shall have been authenticated but not delivered, any such successor to the Indenture Trustee may adopt the certificate of authentication of any predecessor trustee, and deliver such Notes so authenticated; and in case at that time any of the Notes shall not have been authenticated, any successor to the Indenture Trustee may authenticate such Notes either in the name of any predecessor hereunder or in the name of the successor to the Indenture Trustee. In all such cases such certificate of authentication shall have the same full force as is provided anywhere in the Notes or herein with respect to the certificate of authentication of the Indenture Trustee.

(b)

1.2 SECTION APPOINTMENT OF CO-INDENTURE TRUSTEE OR SEPARATE INDENTURE TRUSTEE .

(a) Notwithstanding any other provisions of this Indenture, at any time, for the purpose of meeting any legal requirement of any jurisdiction in which any part of the Trust Estate or any Financed Vehicle may at the time be located, the Indenture Trustee shall have the power and may execute and deliver all instruments to appoint one or more Persons to act as a co-trustee or co-trustees, or separate trustee or separate trustees, of all or any part of the Trust Estate, and to vest in such Person or Persons, in such capacity and for the benefit of the Noteholders and (only to the extent expressly provided herein) the Certificateholders, such title to the Trust Estate, or any part hereof, and, subject to the other provisions of this SECTION 6.10, such powers, duties, obligations, rights and trusts as the Indenture Trustee may consider necessary or desirable. No co-trustee or separate trustee hereunder shall be required to meet the terms of eligibility as a successor trustee under SECTION 6.11 and no notice to Noteholders of the appointment of any co-trustee or separate trustee shall be required under SECTION 6.8.

- (a) Every separate trustee and co-trustee shall, to the extent permitted by law, be appointed and act subject to the following provisions and conditions:
- (i) all rights, powers, duties and obligations conferred or imposed upon the Indenture Trustee shall be conferred or imposed upon and exercised or performed by the Indenture Trustee and such separate trustee or co-trustee jointly (it being understood that such separate trustee or co-trustee is not authorized to act separately without the Indenture Trustee joining in such act), except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the Indenture Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations (including the holding of title to the Trust Estate or any portion thereof in any such jurisdiction) shall be exercised and performed singly by such separate trustee or co-trustee, but solely at the direction of the Indenture Trustee;
 - (i) no trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder; and
 - (i) the Indenture Trustee may at any time accept the resignation of or remove any separate trustee or co-trustee.
- (a) Any notice, request or other writing given to the Indenture Trustee shall be deemed to have been given to each of the then separate trustees and co-trustees, as effectively as if given to each of them. Every instrument appointing any separate trustee or co-trustee shall refer to this Indenture and the conditions of this ARTICLE VI. Each separate trustee and co-trustee, upon its acceptance of the trusts conferred, shall be vested with the estates or property specified in its instrument of appointment, either jointly with the Indenture Trustee or separately, as may be provided therein, subject to all the provisions of this Indenture, specifically including every provision of this Indenture relating to the conduct of, affecting the liability of, or affording protection to, the Indenture Trustee. Every such instrument shall be filed with the Indenture Trustee.
- (b)
- (c) Any separate trustee or co-trustee may at any time constitute the Indenture Trustee, its agent or attorney-in-fact with full power and authority, to the extent not prohibited by law, to do any lawful act under or in respect of this Indenture on its behalf and in its name. If any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all of its estates, properties, rights, remedies and trusts shall vest in and be exercised by the Indenture Trustee, to the extent permitted by law, without the appointment of a new or successor trustee.
- (d)

1.2 SECTION ELIGIBILITY; DISQUALIFICATION . The Indenture Trustee shall at all times satisfy the requirements of TIA ss. 310(a). The Indenture Trustee shall have a combined capital and surplus of at least \$50,000,000 as set forth in its most recent published annual report of condition and (unless waived by Moody's Investors Service, Inc.) it shall have a long term unsecured debt rating of Baa3 or better by Moody's Investors Service, Inc. The Indenture Trustee shall comply with TIA ss. 310(b); PROVIDED, HOWEVER, that there shall be excluded from the operation of TIA ss. 310(b)(1) any indenture or indentures under which other securities of the Issuer are outstanding if the requirements for such exclusion set forth in TIA ss. 310(b)(1) are met.

1.3

1.4 SECTION PREFERENTIAL COLLECTION OF CLAIMS AGAINST ISSUER . The Indenture Trustee shall comply with TIA ss. 311(a), excluding any creditor relationship listed in TIA ss. 311(b). A trustee who has resigned or been removed shall be subject to TIA ss. 311(a) to the extent indicated.

1.5

1.6 SECTION REPRESENTATIONS AND WARRANTIES OF INDENTURE TRUSTEE . The Indenture Trustee represents and warrants as of the Closing Date that:

1.7

- (a) the Indenture Trustee (i) is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America and (ii) satisfies the eligibility criteria set forth in SECTION 6.11;
- (b)
- (c) the Indenture Trustee has full power, authority and legal right to execute, deliver and perform this Indenture, and has taken all necessary action to authorize the execution, delivery and performance by it of this Indenture;
- (d)
- (e) the execution, delivery and performance by the Indenture Trustee of this Indenture (i) shall not violate any provision of any law or regulation governing the banking and trust powers of the Indenture Trustee or any order, writ, judgment or decree of any court, arbitrator, or governmental authority applicable to the Indenture Trustee or any of its assets, (ii) shall not violate any provision of the corporate charter or by-laws of the Indenture Trustee, or (iii) shall not violate any provision of, or constitute, with or without notice or lapse of time, a default under, or result in the creation or imposition of any lien on any properties included in the Trust Estate pursuant to the provisions of any mortgage, indenture, contract, agreement or other undertaking to which it is a party, which violation, default or lien could reasonably be expected to have a materially adverse effect on the Indenture Trustee's performance or ability to perform its duties under this Indenture or on the transactions contemplated in this Indenture;
- (f)
- (g) the execution, delivery and performance by the Indenture Trustee of

this Indenture shall not require the authorization, consent or approval of, the giving of notice to, the filing or registration with, or the taking of any other action in respect of, any governmental authority or agency regulating the banking and corporate trust activities of the Indenture Trustee; and

(h)

(i) this Indenture has been duly executed and delivered by the Indenture Trustee and constitutes the legal, valid and binding agreement of the Indenture Trustee, enforceable in accordance with its terms.

(j)

1.8 SECTION INDENTURE TRUSTEE MAY ENFORCE CLAIMS WITHOUT POSSESSION OF NOTES . All rights of action and claims under this Indenture or the Notes may be prosecuted and enforced by the Indenture Trustee without the possession of any of the Notes or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Indenture Trustee shall be brought in its own name as Indenture Trustee. Any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Indenture Trustee, its agents and counsel, be for the ratable benefit of the Noteholders and (only to the extent expressly provided herein) the Certificateholders in respect of which such judgment has been obtained.

1.9

1.10 SECTION SUIT FOR ENFORCEMENT . If an Event of Default shall occur and be continuing, the Indenture Trustee, in its discretion may, subject to the provisions of SECTION 6.1, proceed to protect and enforce its rights and the rights of the Noteholders under this Indenture by Proceeding whether for the specific performance of any covenant or agreement contained in this Indenture or in aid of the execution of any power granted in this Indenture or for the enforcement of any other legal, equitable or other remedy as the Indenture Trustee, being advised by counsel, shall deem most effectual to protect and enforce any of the rights of the Indenture Trustee or the Noteholders.

1.11

1.12 SECTION RIGHTS OF NOTEHOLDERS TO DIRECT INDENTURE TRUSTEE . Holders of Notes evidencing not less than a majority of the Outstanding Amount of the Notes shall have the right to direct the time, method and place of conducting any Proceeding for any remedy available to the Indenture Trustee or exercising any trust or power conferred on the Indenture Trustee; PROVIDED, HOWEVER, that subject to SECTION 6.1, the Indenture Trustee shall have the right to decline to follow any such direction if the Indenture Trustee being advised by counsel determines that the action so directed may not lawfully be taken, or if the Indenture Trustee in good faith shall, by a Responsible Officer, determine that the proceedings so directed would be illegal or subject it to personal liability or be unduly prejudicial to the rights of Noteholders not parties to such direction; and PROVIDED, FURTHER, that nothing in this Indenture shall impair the right of the Indenture Trustee to take any action deemed proper by the Indenture Trustee and which is not inconsistent with such direction by the Noteholders.

1.13

ARTICLE VII
NOTEHOLDERS' LISTS AND REPORTS

1.1 SECTION ISSUER TO FURNISH INDENTURE TRUSTEE NAMES AND ADDRESSES OF NOTEHOLDERS . The Issuer shall furnish or cause to be furnished by the Servicer to the Indenture Trustee (a) not more than five days before each Distribution Date a list, in such form as the Indenture Trustee may reasonably require, of the names and addresses of the Holders of Notes as of the close of business on the related Record Date, and (b) at such other times as the Indenture Trustee may request in writing, within 14 days after receipt by the Issuer of any such request, a list of similar form and content as of a date not more than 10 days prior to the time such list is furnished; PROVIDED, HOWEVER, that so long as the Indenture Trustee is the Note Registrar, no such list shall be required to be furnished.

1.1 SECTION PRESERVATION OF INFORMATION, COMMUNICATIONS TO NOTEHOLDERS .

1.2

(a) The Indenture Trustee shall preserve, in as current a form as is reasonably practicable, the names and addresses of the Holders of Notes contained in the most recent list furnished to the Indenture Trustee as provided in SECTION 7.1 and the names and addresses of Holders of Notes received by the Indenture Trustee in its capacity as Note Registrar. The Indenture Trustee may destroy any list furnished to it as provided in such SECTION 7.1 upon receipt of a new list so furnished.

(a) Noteholders may communicate pursuant to TIA ss. 312(b) with other Noteholders with respect to their rights under this Indenture or under the Notes.

(b)

(c) The Issuer, the Indenture Trustee and the Note Registrar shall have the protection of TIA ss. 312(c).

(d)

1.2 SECTION REPORTS BY ISSUER .

1.3

(a) The Issuer shall:

(i) file with the Indenture Trustee, within 15 days after the Issuer is required to file the same with the Commission, copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the Commission may from time to time by rules and regulations prescribe) which the Issuer may be required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act;

(i) file with the Indenture Trustee and the Commission in accordance

with rules and regulations prescribed from time to time by the Commission such additional information, documents and reports with respect to compliance by the Issuer with the conditions and covenants of this Indenture as may be required from time to time by such rules and regulations; and

(i) supply to the Indenture Trustee (and the Indenture Trustee shall transmit by mail to all Noteholders described in TIA ss. 313(c)) such summaries of any information, documents and reports required to be filed by the Issuer pursuant to clauses (i) and (ii) of this SECTION 7.3(A) as may be required by rules and regulations prescribed from time to time by the Commission.

(a) Unless the Issuer otherwise determines, the fiscal year of the Issuer shall end on December 31 of such year.

(b)

1.2 SECTION REPORTS BY TRUSTEE .

1.3

(a) If required by TIA ss. 313(a), within 60 days after each February 1, beginning with February 1, 2000, the Indenture Trustee shall mail to each Noteholder as required by TIA ss. 313(c) a brief report dated as of such date that complies with TIA ss. 313(a). The Indenture Trustee also shall comply with TIA ss. 313(b). A copy of any report delivered pursuant to THIS SECTION 7.4(a) shall, at the time of its mailing to Noteholders, be filed by the Indenture Trustee with the Commission and each stock exchange, if any, on which the Notes are listed. The Issuer shall notify the Indenture Trustee if and when the Notes are listed on any stock exchange.

(a) On each Distribution Date the Indenture Trustee shall include with each payment to each Noteholder a copy of the statement for the related Monthly Period or Periods applicable to such Distribution Date as required pursuant to SECTION 4.09 of the Trust Sale and Servicing Agreement.

(b)

(c)

ARTICLE VIII

ACCOUNTS, DISBURSEMENTS AND RELEASES

1.1 SECTION COLLECTION OF MONEY . Except as otherwise expressly provided herein, the Indenture Trustee may demand payment or delivery of, and shall receive and collect, directly and without intervention or assistance of any fiscal agent or other intermediary, all money and other property payable to or receivable by the Indenture Trustee pursuant to this Indenture and the Trust Sale and Servicing Agreement. The Indenture Trustee shall apply all such money received by it as provided in this Indenture. Except as otherwise expressly provided in this Indenture, if any default occurs in the making of any payment or performance under any agreement or instrument that is part of the Trust Estate, the Indenture Trustee may take such action as may be appropriate to enforce such

payment or performance, including the institution and prosecution of appropriate Proceedings. Any such action shall be without prejudice to any right to claim a Default or Event of Default under this Indenture and any right to proceed thereafter as provided in ARTICLE V.

1.1 SECTION DESIGNATED ACCOUNTS; PAYMENTS .

1.2

- (a) On or prior to the Closing Date, the Issuer shall cause the Servicer to establish and maintain, in the name of the Indenture Trustee for the benefit of the Securityholders (and with respect to the Reserve Account, for the benefit of the Servicer) the Designated Accounts as provided in ARTICLES IV and V of the Trust Sale and Servicing Agreement.
- (a) On or before each Distribution Date, (i) amounts shall be deposited in the Collection Account as provided in SECTION 4.06 of the Trust Sale and Servicing Agreement and (ii) the Aggregate Noteholders' Interest Distributable Amount and the Aggregate Noteholders' Principal Distributable Amount shall be transferred from the Collection Account to the Note Distribution Account as and to the extent provided in SECTION 4.06 of the Trust Sale and Servicing Agreement.
- (b)
- (c) On each Distribution Date, the Indenture Trustee shall apply and, as required, distribute to the Noteholders all amounts on deposit in the Note Distribution Account (subject to the Servicer's rights under SECTION 5.03 of the Trust Sale and Servicing Agreement to Investment Earnings) in the following order of priority and in the amounts determined as described below:
- (d)
 - (i) The Aggregate Noteholders' Interest Distributable Amount shall be applied to each class of Notes in an amount equal to the sum of (A) the Noteholders' Interest Distributable Amount for such class of Notes for such Distribution Date plus (B) if there was any Noteholders' Interest Carryover Shortfall as of the close of the immediately preceding Distribution Date, a pro rata portion thereof determined on the basis of the amount of interest that was to be applied to such class on such preceding Distribution Date; PROVIDED, HOWEVER, that if there are not sufficient funds in the Note Distribution Account to so apply the entire Aggregate Noteholders' Interest Distributable Amount, the amount available in the Note Distribution Account for such purpose shall be applied to each class of Notes pro rata on the basis of the respective amount otherwise to be applied to such class pursuant to this clause (i). The amount so applied to each class of Notes shall be paid to the Holders thereof on such Distribution Date.
 - (i) Unless otherwise provided in clause (iii) below, an amount equal to the Aggregate Noteholders' Principal Distributable Amount

shall be applied to each class of Notes in the following amounts and in the following order of priority and any amount so applied shall be paid on such Distribution Date to the Holders of such class of Notes:

(A) First, to the Class A-1 Notes, until the Outstanding Amount attributable to such class is reduced to zero;

(A) Second, to the Class A-2 Notes, until the Outstanding Amount attributable to such class is reduced to zero; and

(A) Third, to the Class A-3 Notes, until the Outstanding Amount attributable to such class is reduced to zero.

(i) If the Notes have been declared immediately due and payable following an Event of Default as provided in SECTION 5.2, until such time as all Events of Default have been cured or waived as provided in SECTION 5.2(b), any amounts remaining in the Note Distribution Account after the applications described in SECTION 8.2(c)(i) and any amounts then on deposit or deposited into the Note Distribution Account thereafter shall be applied to the repayment of principal on each of the Notes prorata on the basis of the respective unpaid principal amount of each such Note and paid to the Holders thereof on such Distribution Date.

(ii)

1.2 SECTION GENERAL PROVISIONS REGARDING ACCOUNTS .

1.3

(a) So long as no Default or Event of Default shall have occurred and be continuing, all or a portion of the funds in the Designated Accounts shall be invested in Eligible Investments and reinvested by the Indenture Trustee upon Issuer Order, subject to the provisions of SECTION 5.01(b) of the Trust Sale and Servicing Agreement. The Issuer shall not direct the Indenture Trustee to make any investment of any funds or to sell any investment held in any of the Designated Accounts unless the security interest granted and perfected in such account shall continue to be perfected in such investment or the proceeds of such sale, in either case without any further action by any Person, and, in connection with any direction to the Indenture Trustee to make any such investment or sale, if requested by the Indenture Trustee, the Issuer shall deliver to the Indenture Trustee an Opinion of Counsel, acceptable to the Indenture Trustee, to such effect.

(a) Subject to SECTION 6.1(c), the Indenture Trustee shall not in any way be held liable by reason of any insufficiency in any of the Designated Accounts resulting from any loss on any Eligible Investment included therein except for losses attributable to the Indenture Trustee's failure to make payments on such Eligible Investments issued by the Indenture Trustee, in its commercial capacity as principal obligor and not as trustee, in accordance with their terms.

(b)

(c) If (i) the Issuer shall have failed to give investment directions for any funds on deposit in the Designated Accounts to the Indenture Trustee by 11:00 a.m., New York City Time (or such other time as may be agreed by the Issuer and the Indenture Trustee) on any Business Day; or (ii) a Default or Event of Default shall have occurred and be continuing with respect to the Notes but the Notes shall not have been declared due and payable pursuant to SECTION 5.2, or, if such Notes shall have been declared due and payable following an Event of Default, but amounts collected or receivable from the Trust Estate are being applied in accordance with SECTION 5.5 as if there had not been such a declaration; then the Indenture Trustee shall, to the fullest extent practicable, invest and reinvest funds in the Designated Accounts in one or more Eligible Investments selected by the Indenture Trustee.

(d)

1.2 SECTION RELEASE OF TRUST ESTATE .

1.3

(a) Subject to the payment of its fees and expenses pursuant to SECTION 6.7, the Indenture Trustee may, and when required by the provisions of this Indenture shall, execute instruments to release property from the lien of this Indenture, or convey the Indenture Trustee's interest in the same, in a manner and under circumstances that are consistent with the provisions of this Indenture. No party relying upon an instrument executed by the Indenture Trustee as provided in this ARTICLE VIII shall be bound to ascertain the Indenture Trustee's authority, inquire into the satisfaction of any conditions precedent or see to the application of any monies.

(a) The Indenture Trustee shall, at such time as there are no Notes Outstanding and all sums due to the Indenture Trustee pursuant to SECTION 6.7 have been paid, release any remaining portion of the Trust Estate that secured the Notes from the lien of this Indenture and release to the Issuer or any other Person entitled thereto any funds then on deposit in the Designated Accounts. The Indenture Trustee shall release property from the lien of this Indenture pursuant to this SECTION 8.4(b) only upon receipt of an Issuer Request accompanied by an Officer's Certificate, an Opinion of Counsel and (if required by the TIA) Independent Certificates in accordance with TIA ss.ss. 314(c) and 314(d) (1) meeting the applicable requirements OF SECTION 11.1.

(b)

1.2 SECTION OPINION OF COUNSEL . The Indenture Trustee shall receive at least seven days' notice when requested by the Issuer to take any action pursuant to SECTION 8.4(a), accompanied by copies of any instruments involved, and the Indenture Trustee shall also require as a condition to such action, an Opinion of Counsel, in form and substance satisfactory to the Indenture Trustee, stating the legal effect of any such action, outlining the steps required to complete

the same, and concluding that all conditions precedent to the taking of such action have been complied with and such action shall not materially and adversely impair the security for the Notes or the rights of the Noteholders in contravention of the provisions of this Indenture; PROVIDED, HOWEVER, that such Opinion of Counsel shall not be required to express an opinion as to the fair value of the Trust Estate. Counsel rendering any such opinion may rely, without independent investigation, on the accuracy and validity of any certificate or other instrument delivered to the Indenture Trustee in connection with any such action.

1.3

1.4

ARTICLE IX SUPPLEMENTAL INDENTURES

1.1 SECTION SUPPLEMENTAL INDENTURES WITHOUT CONSENT OF NOTEHOLDERS .

1.2

- (a) Without the consent of the Holders of any Notes but with prior notice to the Rating Agencies, the Issuer and the Indenture Trustee, when authorized by an Issuer Order, at any time and from time to time, may enter into one or more indentures supplemental hereto (which shall conform to the provisions of the Trust Indenture Act as in force at the date of the execution thereof), in form satisfactory to the Indenture Trustee, for any of the following purposes:
- (i) to correct or amplify the description of any property at any time subject to the lien of this Indenture, or better to assure, convey and confirm unto the Indenture Trustee any property subject or required to be subjected to the lien of this Indenture, or to subject to additional property to the lien of this Indenture;
 - (i) to evidence the succession, in compliance with SECTION 3.10 and the applicable provisions hereof, of another Person to the Issuer, and the assumption by any such successor of the covenants of the Issuer contained herein and in the Notes contained;
 - (i) to add to the covenants of the Issuer, for the benefit of the Securityholders or to surrender any right or power herein conferred upon the Issuer;
 - (i) to convey, transfer, assign, mortgage or pledge any property to or with the Indenture Trustee;
 - (i) to cure any ambiguity, to correct or supplement any provision herein or in any supplemental indenture which may be inconsistent with any other provision herein or in any supplemental indenture or in any other Basic Document;

(i) to evidence and provide for the acceptance of the appointment hereunder by a successor or additional trustee with respect to the Notes and to add to or change any of the provisions of this Indenture as shall be necessary to facilitate the administration of the trusts hereunder by more than one trustee, pursuant to the requirements of ARTICLE VI; or

(i) to modify, eliminate or add to the provisions of this Indenture to such extent as shall be necessary to effect the qualification of this Indenture under the TIA or under any similar federal statute hereafter enacted and to add to this Indenture such other provisions as may be expressly required by the TIA, and the Indenture Trustee is hereby authorized to join in the execution of any such supplemental indenture and to make any further appropriate agreements and stipulations that may be therein contained.

(a) The Issuer and the Indenture Trustee, when authorized by an Issuer Order, may, also without the consent of any of the Noteholders but with prior notice to the Rating Agencies, at any time and from time to time enter into one or more indentures supplemental hereto for the purpose of adding any provisions to, changing in any manner, or eliminating any of the provisions of, this Indenture or modifying in any manner the rights of the Noteholders under this Indenture; PROVIDED, HOWEVER, that such action shall not, as evidenced by an Opinion of Counsel, adversely affect in any material respect the interests of any Noteholder.

(b)

1.2 SECTION SUPPLEMENTAL INDENTURES WITH CONSENT OF NOTEHOLDERS .

1.3

(a) The Issuer and the Indenture Trustee, when authorized by an Issuer Order, also may, with prior notice to the Rating Agencies and with the consent of the Holders of not less than a majority of the Outstanding Amount of the Notes, by Act of such Holders delivered to the Issuer and the Indenture Trustee, enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to, changing in any manner, or eliminating any of the provisions of, this Indenture or of modifying in any manner the rights of the Noteholders under this Indenture; PROVIDED, HOWEVER, that no such supplemental indenture shall, without the consent of the Holder of each Outstanding Note affected thereby:

(b)

(i) change the due date of any instalment of principal of or interest on any Note, or reduce the principal amount thereof, the interest rate applicable thereto, or the Redemption Price with respect thereto, change any place of payment where, or the coin or

currency in which, any Note or any interest thereon is payable, or impair the right to institute suit for the enforcement of the provisions of this Indenture requiring the application of funds available therefor, as provided in ARTICLE V, to the payment of any such amount due on the Notes on or after the respective due dates thereof (or, in the case of redemption, on or after the Redemption Date);

- (i) reduce the percentage of the Outstanding Amount of the Notes, the consent of the Holders of which is required for any such supplemental indenture, or the consent of the Holders of which is required for any waiver of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences as provided for in this Indenture;
 - (i) modify or alter the provisions of the proviso to the definition of the term "Outstanding";
 - (i) reduce the percentage of the Outstanding Amount of the Notes required to direct the Indenture Trustee to sell or liquidate the Trust Estate pursuant to SECTION 5.4 if the proceeds of such sale would be insufficient to pay the principal amount of and accrued but unpaid interest on the Outstanding Notes;
 - (i) modify any provision of this SECTION 9.2 to decrease the required minimum percentage necessary to approve any amendments to any provisions of this Indenture or any of the Basic Documents;
 - (i) modify any of the provisions of this Indenture in such manner as to affect the calculation of the amount of any payment of interest or principal due on any Note on any Distribution Date (including the calculation of any of the individual components of such calculation), or modify or alter the provisions of the Indenture regarding the voting of Notes held by the Issuer, the Seller or any Affiliate of either of them; or
 - (i) permit the creation of any Lien ranking prior to or on a parity with the lien of this Indenture with respect to any part of the Trust Estate or, except as otherwise permitted or contemplated herein, terminate the lien of this Indenture on any property at any time subject thereto or deprive the Holder of any Note of the security afforded by the lien of this Indenture.
- (a) The Indenture Trustee may in its discretion determine whether or not any Notes would be affected (such that the consent of each Noteholder would be required) by any supplemental indenture proposed pursuant to this SECTION 9.2 and any such determination shall be binding upon the Holders of all Notes, whether authenticated and delivered thereunder before or after the date upon which such supplemental indenture becomes effective. The Indenture Trustee shall not be liable for any such determination made in good faith.

(b)

(c) It shall be sufficient if an Act of Noteholders approves the substance, but not the form, of any proposed supplemental indenture.

(d)

(e) Promptly after the execution by the Issuer and the Indenture Trustee of any supplemental indenture pursuant to this SECTION 9.2, the Indenture Trustee shall mail to the Noteholders to which such amendment or supplemental indenture relates a notice setting forth in general terms the substance of such supplemental indenture. Any failure of the Indenture Trustee to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

(f)

1.2 SECTION EXECUTION OF SUPPLEMENTAL INDENTURES . In executing, or permitting the additional trusts created by, any supplemental indenture permitted by this ARTICLE IX or the modifications thereby of the trusts created by this Indenture, the Indenture Trustee shall be entitled to receive, and subject to SECTIONS 6.1 AND 6.2, shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture. The Indenture Trustee may, but shall not be obligated to, enter into any such supplemental indenture that affects the Indenture Trustee's own rights, duties, liabilities or immunities under this Indenture or otherwise.

1.3

1.4 SECTION EFFECT OF SUPPLEMENTAL INDENTURE . Upon the execution of any supplemental indenture pursuant to the provisions hereof, this Indenture shall be and be deemed to be modified and amended in accordance therewith with respect to the Notes affected thereby, and the respective rights, limitations of rights, obligations, duties, liabilities and immunities under this Indenture of the Indenture Trustee, the Issuer and the Noteholders shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

1.5

1.6 SECTION CONFORMITY WITH TRUST INDENTURE ACT . Every amendment of this Indenture and every supplemental indenture executed pursuant to this ARTICLE IX shall conform to the requirements of the TIA as then in effect so long as this Indenture shall then be qualified under the TIA.

1.7

1.8 SECTION REFERENCE IN NOTES TO SUPPLEMENTAL INDENTURES . Notes authenticated and delivered after the execution of any supplemental indenture pursuant to this ARTICLE IX may, and if required by the Indenture Trustee shall, bear a notation in form approved by the Indenture Trustee as to any matter provided for in such supplemental indenture. If the Issuer or the Indenture Trustee shall so determine, new Notes so modified as to conform, in the opinion of the Indenture Trustee and the Issuer, to any such supplemental indenture may be prepared and executed by the Issuer and authenticated and delivered by the Indenture Trustee

in exchange for Outstanding Notes of the same class.

1.9

1.10

ARTICLE X
REDEMPTION OF NOTES

1.1 SECTION REDEMPTION . The Redeemable Notes are subject to redemption in whole, but not in part, upon the exercise by the Servicer of its option to purchase the Receivables pursuant to SECTION 8.01 of the Trust Sale and Servicing Agreement. The date on which such redemption shall occur is the Distribution Date following the Optional Purchase Date identified by Servicer in its notice of exercise of such purchase option (the "REDEMPTION DATE"). The purchase price for the Redeemable Notes shall be equal to the applicable Redemption Price, provided the Issuer has available funds sufficient to pay such amount. The Servicer or the Issuer shall furnish the Rating Agencies notice of such redemption. If the Redeemable Notes are to be redeemed pursuant to this SECTION 10.1, the Servicer or the Issuer shall furnish notice thereof to the Indenture Trustee not later than 25 days prior to the Redemption Date and the Indenture Trustee (based on such notice) shall withdraw from the Collection Account and deposit into the Note Distribution Account, on the Redemption Date, the aggregate Redemption Price of the Redeemable Notes, whereupon all such Notes shall be due and payable on the Redemption Date.

1.1 SECTION FORM OF REDEMPTION NOTICE .

1.2

(a) Notice of redemption of the Redeemable Notes under SECTION 10.1 shall be given by the Indenture Trustee by first-class mail, postage prepaid, mailed not less than five days prior to the applicable Redemption Date to each Noteholder of Redeemable Notes of record at such Noteholder's address appearing in the Note Register.

(a) All notices of redemption shall state:

(b)

(i) the Redemption Date;

(i) the applicable Redemption Price; and

(i) the place where Redeemable Notes are to be surrendered for payment of the Redemption Price (which shall be the Agency Office of the Indenture Trustee to be maintained as provided in SECTION 3.2).

(a) Notice of redemption of the Redeemable Notes shall be given by the Indenture Trustee in the name and at the expense of the Issuer. Failure to give notice of redemption, or any defect therein, to any Holder of any Redeemable Note shall not impair or affect the validity of the redemption of any other Redeemable Note.

(b)

1.2 SECTION NOTES PAYABLE ON REDEMPTION DATE .

1.3

1.4 The Redeemable Notes shall, following notice of redemption as required by SECTION 10.2, on the Redemption Date cease to be Outstanding for purposes of this Indenture and shall thereafter represent only the right to receive the applicable Redemption Price and (unless the Issuer shall default in the payment of such Redemption Price) no interest shall accrue on such Redemption Price for any period after the date to which accrued interest is calculated for purposes of calculating such Redemption Price.

1.5

1.6

ARTICLE XI
MISCELLANEOUS

1.1 SECTION COMPLIANCE CERTIFICATES AND OPINIONS, ETC.

1.2

(a) Upon any application or request by the Issuer to the Indenture Trustee to take any action under any provision of this Indenture, the Issuer shall furnish to the Indenture Trustee:

(i) an Officer's Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with, (ii) an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with and (iii) (if required by the TIA) an Independent Certificate from a firm of certified public accountants meeting the applicable requirements of this SECTION 11.1, except that, in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture, no additional certificate or opinion need be furnished. Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(i) a statement that each signatory of such certificate or opinion has read or has caused to be read such covenant or condition and the definitions herein relating thereto;

(i) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(i) a statement that, in the judgment of each such signatory, such signatory has made such examination or investigation as is necessary to enable such signatory to express an informed opinion as to whether or not such covenant or condition has been complied with; and

- (i) a statement as to whether, in the opinion of each such signatory, such condition or covenant has been complied with.

- (i) Prior to the deposit with the Indenture Trustee of any Collateral or other property or securities that is to be made the basis for the release of any property or securities subject to the lien of this Indenture, the Issuer shall, in addition to any obligation imposed in SECTION 11.1(A) or elsewhere in this Indenture, furnish to the Indenture Trustee an Officer's Certificate certifying or stating the opinion of each Person signing such certificate as to the fair value (within 90 days of such deposit) to the Issuer of the Collateral or other property or securities to be so deposited.
 - (ii)

 - (iii) Whenever the Issuer is required to furnish to the Indenture Trustee an Officer's Certificate certifying or stating the opinion of any signer thereof as to the matters described in clause (b)(i) above, the Issuer shall also deliver to the Indenture Trustee an Independent Certificate as to the same matters, if the fair value to the Issuer of the securities to be so deposited and of all other such securities made on the basis of any such withdrawal or release since the commencement of the then current fiscal year of the Issuer, as set forth in the certificates delivered pursuant to clause (i) above and this clause (b)(ii), is 10% or more of the Outstanding Amount of the Notes, but such a certificate need not be furnished with respect to any securities so deposited, if the fair value thereof to the Issuer as set forth in the related Officer's Certificate is less than \$25,000 or less than one percent of the Outstanding Amount of the Notes.
 - (i) Other than with respect to the release of any Warranty Receivables, Administrative Receivables or Liquidating Receivables, whenever any property or securities are to be released from the lien of this Indenture, the Issuer shall also furnish to the Indenture Trustee an Officer's Certificate certifying or stating the opinion of each Person signing such certificate as to the fair value (within 90 days of such release) of the property or securities proposed to be released and stating that in the opinion of such Person the proposed release will not impair the security under this Indenture in contravention of the provisions hereof.

 - (i) Whenever the Issuer is required to furnish to the Indenture Trustee an Officer's Certificate certifying or stating the opinion of any signatory thereof as to

the matters described in clause (b)(iii) above, the Issuer shall also furnish to the Indenture Trustee an Independent Certificate as to the same matters if the fair value of the property or securities and of all other property, other than Warranty Receivables, Administrative Receivables and Liquidating Receivables, or securities released from the lien of this Indenture since the commencement of the then current calendar year, as set forth in the certificates required by clause (b)(iii) above and this clause (b)(iv), equals 10% or more of the Outstanding Amount of the Notes, but such certificate need not be furnished in the case of any release of property or securities if the fair value thereof as set forth in the related Officer's Certificate is less than \$25,000 or less than one percent of the then Outstanding Amount of the Notes.

- (i) Notwithstanding SECTION 2.9 or any other provision of this SECTION 11.1, the Issuer may (A) collect, liquidate, sell or otherwise dispose of Receivables as and to the extent permitted or required by the Basic Documents, (B) make cash payments out of the Designated Accounts and the Certificate Distribution Account as and to the extent permitted or required by the Basic Documents and (C) take any other action not inconsistent with the TIA.

1.1 SECTION FORM OF DOCUMENTS DELIVERED TO INDENTURE TRUSTEE .

1.2

- (a) In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.
- (a) Any certificate or opinion of an Authorized Officer of the Issuer may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any such certificate of an Authorized Officer or Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Servicer, the Seller, the Issuer or the Administrator, stating that the information with respect to such factual matters is in the possession of the Servicer, the Seller, the Issuer or the

Administrator, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

(b)

(c) Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

(d)

(e) Whenever in this Indenture, in connection with any application or certificate or report to the Indenture Trustee, it is provided that the Issuer shall deliver any document as a condition of the granting of such application, or as evidence of the Issuer's compliance with any term hereof, it is intended that the truth and accuracy, at the time of the granting of such application or at the effective date of such certificate or report (as the case may be), of the facts and opinions stated in such document shall in such case be conditions precedent to the right of the Issuer to have such application granted or to the sufficiency of such certificate or report. The foregoing shall not, however, be construed to affect the Indenture Trustee's right to rely upon the truth and accuracy of any statement or opinion contained in any such document as provided in ARTICLE VI.

(f)

1.2 SECTION ACTS OF NOTEHOLDERS .

1.3

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Noteholders or a class of Noteholders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Noteholders in person or by agents duly appointed in writing; and except as herein otherwise expressly provided such action shall become effective when such instrument or instruments are delivered to the Indenture Trustee, and, where it is hereby expressly required, to the Issuer. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "ACT" of the Noteholders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and (subject to SECTION 6.1) conclusive in favor of the Indenture Trustee and the Issuer, if made in the manner provided in this SECTION 11.3.

(a) The fact and date of the execution by any person of any such instrument or writing may be proved in any manner that the Indenture Trustee deems sufficient.

(b)

(c) The ownership of Notes shall be proved by the Note Register.

(d)

(e) Any request, demand, authorization, direction, notice, consent, waiver

or other action by the Holder of any Notes (or any one or more Predecessor Notes) shall bind the Holder of every Note issued upon the registration thereof or in exchange therefor or in lieu thereof, in respect of anything done, omitted or suffered to be done by the Indenture Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Note.

(f)

1.2 SECTION NOTICES, ETC., TO INDENTURE TRUSTEE, ISSUER AND RATING AGENCIES . Any request, demand, authorization, direction, notice, consent, waiver or Act of Noteholders or other documents provided or permitted by this Indenture to be made upon, given or furnished to or filed with:

1.3

(a) the Indenture Trustee by any Noteholder or by the Issuer shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing to or with the Indenture Trustee at its Corporate Trust Office, or

(b)

(c) the Issuer by the Indenture Trustee or by any Noteholder shall be sufficient for every purpose hereunder if in writing and either sent by electronic facsimile transmission (with hard copy to follow via first class mail) or mailed, by certified mail, return receipt requested to the Issuer and the Owner Trustee each at the address specified in APPENDIX B to the Trust Sale and Servicing Agreement.

(d)

(e) The Issuer shall promptly transmit any notice received by it from the Noteholders to the Indenture Trustee and the Indenture Trustee shall likewise promptly transmit any notice received by it from the Noteholders to the Indenture Trustee.

(f)

(g) Notices required to be given to the Rating Agencies by the Issuer, the Indenture Trustee or the Owner Trustee shall be delivered as specified in APPENDIX B to the Trust Sale and Servicing Agreement.

(h)

1.4 SECTION NOTICES TO NOTEHOLDERS; WAIVER .

1.5

(a) Where this Indenture provides for notice to Noteholders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if it is in writing and mailed, first-class, postage prepaid to each Noteholder affected by such event, at such Person's address as it appears on the Note Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. If notice to Noteholders is given by mail, neither the failure to mail such notice nor any defect in any notice so mailed to any particular Noteholder shall affect the sufficiency of such notice with respect to other Noteholders, and any notice that is mailed in the manner herein provided shall conclusively

be presumed to have been duly given regardless of whether such notice is in fact actually received.

- (a) Where this Indenture provides for notice in any manner, such notice may be waived in writing by any Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Noteholders shall be filed with the Indenture Trustee but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such a waiver.
- (b)
- (c) In case, by reason of the suspension of regular mail service as a result of a strike, work stoppage or similar activity, it shall be impractical to mail notice of any event of Noteholders when such notice is required to be given pursuant to any provision of this Indenture, then any manner of giving such notice as shall be satisfactory to the Indenture Trustee shall be deemed to be a sufficient giving of such notice.
- (d)
- (e) Where this Indenture provides for notice to the Rating Agencies, failure to give such notice shall not affect any other rights or obligations created hereunder, and shall not under any circumstance constitute an Event of Default.
- (f)

1.2 SECTION ALTERNATE PAYMENT AND NOTICE PROVISIONS . Notwithstanding any provision of this Indenture or any of the Notes to the contrary, the Issuer may enter into any agreement with any Holder of a Note providing for a method of payment, or notice by the Indenture Trustee or any Paying Agent to such Holder, that is different from the methods provided for in this Indenture for such payments or notices. The Issuer shall furnish to the Indenture Trustee a copy of each such agreement and the Indenture Trustee shall cause payments to be made and notices to be given in accordance with such agreements.

1.1 SECTION CONFLICT WITH TRUST INDENTURE ACT .

1.2

- (a) If any provision hereof limits, qualifies or conflicts with another provision hereof that is required to be included in this Indenture by any of the provisions of the TIA, such required provision shall control.
- (a) The provisions of TIA ss.ss. 310 through 317 that impose duties on any Person (including the provisions automatically deemed included herein unless expressly excluded by this Indenture) are a part of and govern this Indenture, whether or not physically contained herein.
- (b)

1.2 SECTION EFFECT OF HEADINGS AND TABLE OF CONTENTS . The Article and Section headings herein and the Table of Contents are for convenience only and shall not

affect the construction hereof.

1.1 SECTION SUCCESSORS AND ASSIGNS .

1.2

(a) All covenants and agreements in this Indenture and the Notes by the Issuer shall bind its successors and assigns, whether so expressed or not.

(a) All covenants and agreements of the Indenture Trustee in this Indenture shall bind its successors and assigns, whether so expressed or not.

(b)

1.2 SECTION SEPARABILITY .

1.3

In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

1.1 SECTION BENEFITS OF INDENTURE .

1.2

Nothing in this Indenture or in the Notes, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, the Noteholders, the Certificateholders (only to the extent expressly provided herein) and any other party secured hereunder, and any other Person with an ownership interest in any part of the Trust Estate, any benefit or any legal or equitable right, remedy or claim under this Indenture.

1.1 SECTION LEGAL HOLIDAYS .

1.2

If the date on which any payment is due shall not be a Business Day, then (notwithstanding any other provision of the Notes or this Indenture) payment need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the date on which nominally due, and no interest shall accrue for the period from and after any such nominal date.

1.1 SECTION GOVERNING LAW .

THIS INDENTURE SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

1.1 SECTION COUNTERPARTS .

1.2

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

1.1 SECTION RECORDING OF INDENTURE .

1.2

If this Indenture is subject to recording in any appropriate public recording offices, such recording is to be effected by the Issuer and at its expense accompanied by an Opinion of Counsel (which may be counsel to the Indenture Trustee or any other counsel reasonably acceptable to the Indenture Trustee) to the effect that such recording is necessary either for the protection of the Noteholders or any other Person secured hereunder or for the enforcement of any right or remedy granted to the Indenture Trustee under this Indenture.

1.1 SECTION NO RECOURSE .

1.2

No recourse may be taken, directly or indirectly, with respect to the obligations of the Issuer, the Owner Trustee or the Indenture Trustee on the Notes or under this Indenture or any certificate or other writing delivered in connection herewith or therewith, against:

(i) the Indenture Trustee or the Owner Trustee in its individual capacity;

(ii) any owner of a beneficial interest in the Issuer; or

(i) any partner, owner, beneficiary, agent, officer, director, employee or agent of the Indenture Trustee or the Owner Trustee in its individual capacity, any holder of a beneficial interest in the Issuer, the Owner Trustee or the Indenture Trustee or of any successor or assign of the Indenture Trustee or the Owner Trustee in its individual capacity (or any of their successors or assigns), except as any such Person may have expressly agreed (it being understood that the Indenture Trustee and the Owner Trustee have no such obligations in their individual capacity) and except that any such partner, owner or beneficiary shall be fully liable, to the extent provided by applicable law, for any unpaid consideration for stock, unpaid capital contribution or failure to pay any instalment or call owing to such entity. For all purposes of this Indenture, in the performance of any duties or obligations of the Issuer hereunder, the Owner Trustee shall be subject to, and entitled to the benefits of, the terms and provisions of ARTICLES VI, VII AND VIII of the Trust Agreement.

1.1 SECTION NO PETITION .

1.2

The Indenture Trustee, by entering into this Indenture, and each Noteholder and Note Owner, by accepting a Note (or interest therein) issued hereunder, hereby covenant and agree that they shall not, prior to the date which is one year and one day after the termination of this Indenture with respect to the Issuer pursuant to SECTION 4.1, acquiesce, petition or otherwise invoke or cause the Seller or the Issuer to invoke the process of any court or government authority for the purpose of commencing or sustaining a case against the Seller

or the Issuer under any federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Seller or the Issuer or any substantial part of its property, or ordering the winding up or liquidation of the affairs of the Seller or the Issuer.

1.1 SECTION INSPECTION .

1.2

The Issuer agrees that, on reasonable prior notice, it shall permit any representative of the Indenture Trustee, during the Issuer's normal business hours, to examine all the books of account, records, reports, and other papers of the Issuer, to make copies and extracts therefrom, to cause such books to be audited by Independent certified public accountants, and to discuss the Issuer's affairs, finances and accounts with the Issuer's officers, employees and Independent certified public accountants, all at such reasonable times and as often as may be reasonably requested. The Indenture Trustee shall and shall cause its representatives to hold in confidence all such information except to the extent disclosure may be required by law (and all reasonable applications for confidential treatment are unavailing) and except to the extent that the Indenture Trustee may reasonably determine that such disclosure is consistent with its obligations hereunder.

1.1 SECTION INDEMNIFICATION BY AND REIMBURSEMENT OF THE SERVICER .

1.2

The Indenture Trustee acknowledges and agrees to reimburse (i) the Servicer and its directors, officers, employees and agents in accordance with SECTION 6.03(b) of the Trust Sale and Servicing Agreement and (ii) the Seller and its directors, officers, employees and agents in accordance with SECTION 3.04 of the Trust Sale and Servicing Agreement. The Indenture Trustee further acknowledges and accepts the conditions and limitations with respect to the Servicer's obligation to indemnify, defend and hold the Indenture Trustee harmless as set forth in SECTION 6.01(a) (iv) of the Trust Sale and Servicing Agreement.

* * * * *

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

CAPITAL AUTO RECEIVABLES
ASSET TRUST 1999-1

By: BANKERS TRUST (DELAWARE),
not in its individual
capacity but solely as
Owner Trustee,

STATE OF _____,)
) ss.:
COUNTY OF _____,)

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said The First National Bank of Chicago, a national banking association, and that he executed the same as the act of said national banking association for the purpose and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of March, 1999.

Notary Public in and for the State of
_____.

My commission expires:

EXHIBIT A

LOCATION OF SCHEDULE OF RECEIVABLES

The SCHEDULE OF RECEIVABLES is on file at the offices of:

1. The Indenture Trustee
2. The Owner Trustee
3. General Motors Acceptance Corporation
4. Capital Auto Receivables, Inc.

FORM OF NOTE DEPOSITORY AGREEMENT

FORM OF ASSET BACKED NOTES

REGISTERED \$ _____

No. R-

SEE REVERSE FOR CERTAIN DEFINITIONS

CUSIP NO. _____

Unless this Note is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any Note issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.¹

THE PRINCIPAL OF THIS NOTE IS PAYABLE AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL AMOUNT OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF.

CAPITAL AUTO RECEIVABLES ASSET TRUST 1999-1

CLASS A-__% ASSET BACKED NOTES

CAPITAL AUTO RECEIVABLES ASSET TRUST 1999-1, a business trust organized and existing under the laws of the State of Delaware (herein referred to as the "ISSUER"), for value received, hereby promises to pay to _____, or registered assigns, the principal sum of _____ DOLLARS (\$_____) payable in accordance with the Indenture (as defined on the reverse side of this Note), on each Distribution Date in an amount equal to the result obtained by multiplying (i) a fraction, the numerator of which is the initial principal amount hereof and the denominator of which is aggregate principal amount for such Class A-__ Notes by (ii) the aggregate amount, if any,

payable on such Distribution Date from the Note Distribution Account in respect of principal on the Class A-__ Notes pursuant to SECTIONS 2.7, 3.1 AND 8.2(c) of

1Not applicable to the Class A-1 Notes. For the Class A-1 Notes see SECTION 2.15(d).

the Indenture; PROVIDED, HOWEVER, that the entire unpaid principal amount of this Note shall be due and payable on [the earlier of] _____ (the "FINAL SCHEDULED DISTRIBUTION DATE") [and the Redemption Date, if any, pursuant to SECTION 10.1 of the Indenture]. The Issuer shall pay interest on this Note at the rate per annum shown above on each Distribution Date until the principal of this Note is paid or made available for payment on the principal amount of this Note outstanding on the preceding Distribution Date (after giving effect to all payments of principal made on the preceding Distribution Date (or, for the initial Distribution Date, the outstanding principal balance on the Closing Date)). Interest on this Note will accrue from and including the Closing Date, and will be payable on each Distribution Date in an amount equal to the Noteholders' Interest Distributable Amount for such Distribution Date. Interest will be computed on the basis of a 360-day year of twelve 30-day months (or, in the case of the initial Distribution Date, 34/360). Such principal of and interest on this Note shall be paid in the manner specified on the reverse hereof. All interest payments on each class of Notes on any Distribution Date shall be made pro rata to the Noteholders of such class entitled thereto.

The principal of and interest on this Note are payable in such coin or currency of the United States of America which, at the time of payment, is legal tender for payment of public and private debts. All payments made by the Issuer with respect to this Note shall be applied first to interest due and payable on this Note as provided above and then to the unpaid principal of this Note.

Reference is made to the further provisions of this Note set forth on the reverse hereof, which shall have the same effect as though fully set forth on the face of this Note.

Unless the certificate of authentication hereon has been executed by the Indenture Trustee whose name appears below by manual signature, this Note shall not be entitled to any benefit under the Indenture referred to on the reverse hereof or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Issuer has caused this instrument to be signed, manually or in facsimile, by its Authorized Officer.

Date: March 11, 1999

CAPITAL AUTO RECEIVABLES ASSET
TRUST 1999-1,

By: BANKERS TRUST (DELAWARE),
not in its individual capacity but solely
as Owner Trustee under the Trust Agreement

By: _____

Name: Lillian Peros

Title: Vice President

INDENTURE TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated above and referred to in the within-mentioned Indenture.

THE FIRST NATIONAL BANK OF CHICAGO,
not in its individual capacity but solely
as Indenture Trustee

By: _____

Name: Steven M. Wagner

Title: First Vice President

REVERSE OF NOTE

This Note is one of a duly authorized issue of Notes of the Issuer, designated as its Class A-__ Asset Backed Notes (herein called the "CLASS A-__ NOTES"), all issued under an Indenture, dated as of March 11, 1999 (such

Indenture, as supplemented or amended, is herein called the "INDENTURE"), between the Issuer and The First National Bank of Chicago, a national banking association, as trustee (the "INDENTURE TRUSTEE", which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights and obligations thereunder of the Issuer, the Indenture Trustee and the Noteholders. The Class A-___ Notes are one of three duly authorized classes of Notes of the Issuer issued pursuant to the Indenture (collectively, as to all Notes of all such classes, the "NOTES"). The Notes are governed by and subject to all terms of the Indenture (which terms are incorporated herein and made a part hereof), to which Indenture the Holder of this Note by virtue of acceptance hereof assents and by which such Holder is bound. All capitalized terms used and not otherwise defined in this Note that are defined in the Indenture, as supplemented or amended, shall have the meanings assigned to them in or pursuant to the Indenture.

The Class A-___ Notes and all other Notes issued pursuant to the Indenture are and will be equally and ratably secured by the Collateral pledged as security therefor as provided in the Indenture.

Each Noteholder or Note Owner, by acceptance of a Note or, in the case of a Note Owner, a beneficial interest in a Note, covenants and agrees that no recourse may be taken, directly or indirectly, with respect to the obligations of the Issuer, the Owner Trustee or the Indenture Trustee on the Notes or under the Indenture or any certificate or other writing delivered in connection therewith, against (i) the Indenture Trustee or the Owner Trustee in their individual capacities, (ii) any owner of a beneficial interest in the Issuer or (iii) any partner, owner, beneficiary, agent, officer, director or employee of the Indenture Trustee or the Owner Trustee in their individual capacities, any holder of a beneficial interest in the Issuer, the Owner Trustee or the Indenture Trustee or of any successor or assign of the Indenture Trustee or the Owner Trustee in their individual capacities, except as any such Person may have expressly agreed and except that any such partner, owner or beneficiary shall be fully liable, to the extent provided by applicable law, for any unpaid consideration for stock, unpaid capital contribution or failure to pay any instalment or call owing to such entity.

Each Noteholder or Note Owner, by acceptance of a Note or, in the case of a Note Owner, a beneficial interest in a Note, covenants and agrees that by accepting the benefits of the Indenture such Noteholder will not, prior to the date which is one year and one day after the termination of this Indenture with respect to the Issuer, acquiesce, petition or otherwise invoke or cause the Seller or the Issuer to invoke the process of any court or government authority for the purpose of commencing or sustaining a case against the Seller or the Issuer under any federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Seller or the Issuer or any substantial part of its property, or ordering the winding up or liquidation of the affairs of the Seller or the Issuer.

Each Noteholder, by acceptance of a Note or, in the case of a Note Owner, a beneficial interest in a Note, expresses its intention that this Note qualifies under applicable tax law as indebtedness secured by the Collateral and, unless otherwise required by appropriate taxing authorities, agrees to treat the Notes as indebtedness secured by the Collateral for the purpose of federal income taxes, state and local income and franchise taxes, Michigan single business tax, and any other taxes imposed upon, measured by or based upon gross or net income.

Prior to the due presentment for registration of transfer of this Note, the Issuer, the Indenture Trustee and any agent of the Issuer or the Indenture Trustee may treat the Person in whose name this Note (as of the day of determination or as of such other date as may be specified in the Indenture) is registered as the owner hereof for all purposes, whether or not this Note shall be overdue, and neither the Issuer, the Indenture Trustee nor any such agent shall be affected by notice to the contrary.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the Noteholders under the Indenture at any time by the Issuer with the consent of the Holders of Notes representing a majority of the Outstanding Amount of all the Notes. The Indenture also contains provisions permitting the Holders of Notes representing specified percentages of the Outstanding Amount of the Notes, on behalf of the Holders of all the Notes, to waive compliance by the Issuer with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note (or any one of more Predecessor Notes) shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof whether or not notation of such consent or waiver is made upon this Note. The Indenture also permits the Indenture Trustee to amend or waive certain terms and conditions set forth in the Indenture without the consent of the Noteholders.

The term "ISSUER" as used in this Note includes any successor to the Issuer under the Indenture.

The Issuer is permitted by the Indenture, under certain circumstances, to merge or consolidate, subject to the rights of the Indenture Trustee and the Holders of Notes under the Indenture.

The Notes are issuable only in registered form in denominations as provided in the Indenture, subject to certain limitations therein set forth.

This Note and the Indenture shall be construed in accordance with the laws of the State of New York, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder and thereunder shall be determined in accordance with such laws.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency herein prescribed.

Anything herein to the contrary notwithstanding, except as expressly provided in the Basic Documents, neither the Seller, the Servicer, the Indenture Trustee nor the Owner Trustee in their respective individual capacities, any owner of a beneficial interest in the Issuer, nor any of their respective partners, beneficiaries, agents, officers, directors, employees or successors or assigns, shall be personally liable for, nor shall recourse be had to any of them for, the payment of principal of or interest on, or performance of, or omission to perform, any of the covenants, obligations or indemnifications contained in this Note or the Indenture, it being expressly understood that said covenants, obligations and indemnifications have been made by the Owner Trustee solely as the Owner Trustee in the assets of the Issuer. The Holder of this Note by the acceptance hereof agrees that, except as expressly provided in the Basic Documents, in the case of an Event of Default under the Indenture, the Holder shall have no claim against any of the foregoing for any deficiency, loss or claim therefrom; PROVIDED, HOWEVER, that nothing contained herein shall be taken to prevent recourse to, and enforcement against, the assets of the Issuer for any and all liabilities, obligations and undertakings contained in the Indenture or in this Note.

ASSIGNMENT

Social Security or taxpayer I.D. or other identifying number of assignee

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____

(name and address of assignee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____, as attorney, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

_____ 1

Signature Guaranteed:

1NOTE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular, without alteration, enlargement or any change whatsoever.

EXHIBIT D

RULE 144A CERTIFICATE

Capital Auto Receivables, Inc.
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

The First National Bank of Chicago,
as Trustee of Capital Auto Receivables Asset Trust 1999-1
One First National Plaza
Chicago, IL 60670

Ladies and Gentlemen:

In connection with the purchase of a Class A-1 5.364% Asset Backed Note (the "CLASS A-1 NOTE") of the Capital Auto Receivables Asset Trust 1999-1, the undersigned buyer ("BUYER") hereby acknowledges, represents and agrees that:

(1) The Buyer has received the Private Placement Memorandum dated March 11, 1999 (the "PRIVATE PLACEMENT MEMORANDUM") relating to the offering of the Class A-1 Note (including EXHIBIT A thereto).

(2)

(3) Buyer is a "qualified institutional buyer" as defined under Rule 144A under the Securities Act of 1933, as amended (the "SECURITIES ACT"), acting for its own account or for the accounts of other "qualified institutional buyers" as defined under Rule 144A under the Securities Act. Buyer is familiar with Rule 144A under the Securities Act and Buyer is aware that the seller of the Class A-1 Note to it and other parties intend to rely on the statements made herein and the exemption from the registration requirements of the Securities Act provided by Rule 144A.

(4)

(5) Buyer is purchasing the Class A-1 Note for its own account (or the accounts of other "qualified institutional buyers"), not with a view to, or for offer or sale in connection with, any distribution thereof, subject to the disposition of Buyer's property (or property held in the accounts of other "qualified institutional buyers") being at all times within Buyer's control and subject to Buyer's ability to resell such Class A-1 Note pursuant to Rule 144A under the Securities Act. Buyer agrees to offer, sell or otherwise transfer the Class A-1 Note only in conformity with the restrictions on transfer set forth in the Indenture dated as of March 11, 1999 pursuant to which the Class A-1 Note was issued and the legend set forth on the definitive physical certificate evidencing the Class A-1 Note. Buyer acknowledges the definitive certificate evidencing the Class A-1 Note will bear a legend in the form set forth in the paragraph entitled "Restrictions on the Transferability of the Notes" in the Private Placement Memorandum

(6)

(7) Buyer acknowledges that you and others will rely upon our confirmations, acknowledgements and agreements set forth herein, and Buyer agrees to notify you promptly in writing if any of the information herein ceases to be accurate and complete.

(8)

(9)

(10)

(11)

Print Name of Buyer

(12)

(13)

By: _____

(14)

(15)

Name:

(16)

(17)

Title:

(18)

Date: _____

TRUST AGREEMENT

BETWEEN

CAPITAL AUTO RECEIVABLES, INC.
SELLER

AND

BANKERS TRUST (DELAWARE)
OWNER TRUSTEE

DATED AS OF MARCH 11, 1999

TABLE OF CONTENTS

	Page
ARTICLE I	
DEFINITIONS AND INCORPORATION BY REFERENCE	1
Section 1.1 Definitions	1
ARTICLE II	
ORGANIZATION	
Section 2.1 Name	1
Section 2.2 Office	1
Section 2.3 Purposes and Powers	1

Section 2.4	Appointment of Owner Trustee	2
Section 2.5	Initial Capital Contribution of Owner Trust Estate	2
Section 2.6	Declaration of Trust	2
Section 2.7	Liability of the Certificateholders	2
Section 2.8	Title to Trust Property	3
Section 2.9	Situs of Trust	3
Section 2.10	Representations and Warranties of the Seller	3
Section 2.11	Tax Treatment	4

ARTICLE III

THE CERTIFICATES

Section 3.1	Initial Certificate Ownership	4
Section 3.2	Form of the Certificates	4
Section 3.3	Execution, Authentication and Delivery	5
Section 3.4	Registration; Registration of Transfer and Exchange of Certificates	5
Section 3.5	Mutilated, Destroyed, Lost or Stolen Certificates	6
Section 3.6	Persons Deemed Certificateholders	7
Section 3.7	Access to List of Certificateholders' Names and Addresses	7
Section 3.8	Maintenance of Corporate Trust Office	7
Section 3.9	Appointment of Paying Agent	7
Section 3.10	[Reserved]	8
Section 3.11	[Reserved]	8
Section 3.12	[Reserved]	8
Section 3.13	[Reserved]	8
Section 3.14	Seller as Certificateholder	8

ARTICLE IV

ACTIONS BY OWNER TRUSTEE

Section 4.1	Prior Notice to Certificateholders with Respect to Certain Matters	8
Section 4.2	Action by Certificateholders with Respect to Certain Matters	9
Section 4.3	Action by Certificateholders with Respect to Bankruptcy	9
Section 4.4	Restrictions on Certificateholders' Power	9
Section 4.5	Majority Control	10

ARTICLE V

APPLICATION OF TRUST FUNDS; CERTAIN DUTIES

Section 5.1	Establishment of Certificate Distribution Account	10
Section 5.2	Application of Trust Fund	10
Section 5.3	Method of Payment	11
Section 5.4	Accounting and Reports to the Certificateholders, the Internal Revenue Service and Others	12
Section 5.5	Signature on Returns; Other Tax Matters	12

ARTICLE VI

	THE OWNER TRUSTEE	12
Section 6.1	Duties of Owner Trustee	12
Section 6.2	Rights of Owner Trustee	13
Section 6.3	Acceptance of Trusts and Duties	13
Section 6.4	Action upon Instruction by Certificateholders	15
Section 6.5	Furnishing of Documents	15
Section 6.6	Representations and Warranties of Owner Trustee	16
Section 6.7	Reliance; Advice of Counsel	16
Section 6.8	Owner Trustee May Own Certificates and Notes	17
Section 6.9	Compensation and Indemnity	17
Section 6.10	Replacement of Owner Trustee	17
Section 6.11	Merger or Consolidation of Owner Trustee	18
Section 6.12	Appointment of Co-Trustee or Separate Trustee	19
Section 6.13	Eligibility Requirements for Owner Trustee	20

ARTICLE VII

	TERMINATION OF TRUST AGREEMENT	20
Section 7.1	Termination of Trust Agreement	20

ARTICLE VIII

AMENDMENTS

		21
Section 8.1	Amendments Without Consent of Certificateholders or Noteholders	21
Section 8.2	Amendments With Consent of Certificateholders and Noteholders	22
Section 8.3	Form of Amendments	22

ARTICLE IX

MISCELLANEOUS

		23
Section 9.1	No Legal Title to Owner Trust Estate	23
Section 9.2	Limitations on Rights of Others	23
Section 9.3	Derivative Actions	23
Section 9.4	Notices	23
Section 9.5	Severability	23
Section 9.6	Counterparts	24
Section 9.7	Successors and Assigns	24
Section 9.8	No Petition	24
Section 9.9	No Recourse	24
Section 9.10	Headings	24
Section 9.11	Governing Law	24
Section 9.12	[Reserved]	25
Section 9.13	Indemnification by and Reimbursement of the Servicer	25

EXHIBITS

Exhibit A	Form of Certificate
Exhibit B	Form of Certificate of Trust

TRUST AGREEMENT, dated as of March 11, 1999, between CAPITAL AUTO RECEIVABLES, INC., a Delaware corporation, as Seller, and BANKERS TRUST (DELAWARE), a Delaware banking corporation, as Owner Trustee.

The Seller and the Owner Trustee hereby agree as follows:

ARTICLE I
DEFINITIONS AND INCORPORATION BY REFERENCE

1.1 SECTION DEFINITIONS . Certain capitalized terms used in this Agreement shall have the respective meanings assigned to them in PART I of APPENDIX A to the Trust Sale and Servicing Agreement of even date herewith, among the Seller, the Servicer and the Trust (the "TRUST SALE AND SERVICING AGREEMENT"). All references herein to "THE AGREEMENT" or "THIS AGREEMENT" are to this Trust Agreement, and all references herein to Articles, Sections and subsections are to Articles, Sections and subsections of this Agreement unless otherwise specified. The rules of construction set forth in PART II of such APPENDIX shall be applicable to this Agreement.

ARTICLE II
ORGANIZATION

1.1 SECTION NAME . The Trust created hereby shall be known as "Capital Auto Receivables Asset Trust 1999-1" in which name the Owner Trustee may conduct the business of the Trust, make and execute contracts and other instruments on behalf of the Trust and sue and be sued on behalf of the Trust.

1.1 SECTION OFFICE . The office of the Trust shall be in care of the Owner Trustee at the Corporate Trust Office or at such other address in Delaware as the Owner Trustee may designate by written notice to the Certificate Owners and the Seller.

1.2

1.3 SECTION PURPOSES AND POWERS . The purpose of the Trust is, and the Trust shall have the power and authority, to engage in the following activities:

1.4

- (i) to acquire, manage and hold the Receivables;
- (i) to issue the Notes pursuant to the Indenture and the Certificates pursuant to this Agreement, and to sell, transfer or exchange the Notes and the Certificates;
- (i) to acquire certain property and assets from the Seller pursuant to the Trust Sale and Servicing Agreement, to make payments to the Noteholders and the Certificateholders, to make deposits into and withdrawals from the Reserve Account and to pay the organizational, start-up and transactional expenses of the Trust;

- (i) to assign, grant, transfer, pledge, mortgage and convey the Trust Estate pursuant to the terms of the Indenture and to hold, manage and distribute to the Certificate Owners pursuant to the terms of this Agreement and the Trust Sale and Servicing Agreement any portion of the Trust Estate released from the lien of, and remitted to the Trust pursuant to, the Indenture;
- (i) to enter into and perform its obligations and exercise its rights under the Basic Documents to which it is to be a party;
- (i) to engage in those activities, including entering into agreements, that are necessary, suitable or convenient to accomplish the foregoing or are incidental thereto or connected therewith; and
- (i) subject to compliance with the Basic Documents, to engage in such other activities as may be required in connection with conservation of the Owner Trust Estate and the making of distributions to the Certificateholders and the Noteholders.

The Trust shall not engage in any activity other than in connection with the foregoing or other than as required or authorized by the terms of this Agreement or the Basic Documents.

1.1 SECTION APPOINTMENT OF OWNER TRUSTEE . The Seller hereby appoints the Owner Trustee as trustee of the Trust effective as of the date hereof, to have all the rights, powers and duties set forth herein.

1.2

1.3 SECTION INITIAL CAPITAL CONTRIBUTION OF OWNER TRUST ESTATE . The Seller hereby sells, assigns, transfers, conveys and sets over to the Owner Trustee, as of the date hereof, the sum of \$1. The Owner Trustee hereby acknowledges receipt in trust from the Seller, as of the date hereof, of the foregoing contribution, which shall constitute the initial Owner Trust Estate and shall be deposited in the Certificate Distribution Account. The Seller shall pay organizational expenses of the Trust as they may arise or shall, upon the request of the Owner Trustee, promptly reimburse the Owner Trustee for any such expenses paid by the Owner Trustee.

1.4

1.5 SECTION DECLARATION OF TRUST . The Owner Trustee hereby declares that it shall hold the Owner Trust Estate in trust upon and subject to the conditions set forth herein for the use and benefit of the Certificate Owners, subject to the obligations of the Trust under the Basic Documents. It is the intention of the parties hereto that the Trust constitute a business trust under the Business Trust Statute, that this Agreement constitute the governing instrument of such business trust and that the Certificates represent the beneficial interests therein. The rights of the Certificateholders shall be determined as set forth herein and in the Business Trust Statute and the relationship between the parties hereto created by this Agreement shall not constitute indebtedness for any purpose. Effective as of the date hereof, the Owner Trustee shall have all rights, powers and duties set forth herein and in the Business Trust Statute with respect to accomplishing the purposes of the

Trust.

1.6

1.7 SECTION LIABILITY OF THE CERTIFICATEHOLDERS. Certificateholders and holders of beneficial interests therein shall be entitled to the same limitation of personal liability extended to stockholders of private corporations for profit organized under the Delaware General Corporation Law.

1.8

1.9 SECTION TITLE TO TRUST PROPERTY . Legal title to all the Owner Trust Estate shall be vested at all times in the Trust as a separate legal entity except where applicable law in any jurisdiction requires title to any part of the Owner Trust Estate to be vested in a trustee or trustees, in which case title shall be deemed to be vested in the Owner Trustee, a co-trustee and/or a separate trustee, as the case may be.

1.10

1.11 SECTION SITUS OF TRUST . The Trust shall be located and administered in the States of Delaware or New York. All bank accounts maintained by the Owner Trustee on behalf of the Trust shall be located in the State of Delaware or the State of New York. The Trust shall not have any employees in any state other than Delaware; PROVIDED, HOWEVER, that nothing herein shall restrict or prohibit the Owner Trustee from having employees within or without the State of Delaware. Payments shall be received by the Trust only in Delaware or New York, and payments will be made by the Trust only from Delaware or New York. The only office of the Trust shall be the Corporate Trust Office in Delaware.

1.12

1.13 SECTION REPRESENTATIONS AND WARRANTIES OF THE SELLER . The Seller hereby represents and warrants to the Owner Trustee that:

1.14

- (a) The Seller has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Delaware, with power and authority to own its properties and to conduct its business as such properties are presently owned and such business is presently conducted and had at all relevant times, and now has, power, authority and legal right to acquire and own the Receivables.
- (a) The Seller is duly qualified to do business as a foreign corporation in good standing, and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business requires such qualifications.
- (a) The Seller has the power and authority to execute and deliver this Agreement and to carry out its terms, the Seller has full power and authority to sell and assign the property to be sold and assigned to and deposited with the Issuer as part of the Trust and the Seller has duly authorized such sale and assignment to the Issuer by all necessary corporate action; and the execution, delivery and performance of this Agreement have been duly authorized by the Seller by all necessary corporate action.

(a) The consummation of the transactions contemplated by this Agreement and the fulfillment of the terms of this Agreement do not conflict with, result in any breach of any of the terms and provisions of or constitute (with or without notice or lapse of time) a default under, the certificate of incorporation or by-laws of the Seller, or any indenture, agreement or other instrument to which the Seller is a party or by which it is bound, or result in the creation or imposition of any Lien upon any of its properties pursuant to the terms of any such indenture, agreement or other instrument (other than pursuant to the Basic Documents), or violate any law or, to the best of the Seller's knowledge, any order, rule or regulation applicable to the Seller of any court or of any federal or state regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Seller or any of its properties.

1.1 SECTION TAX TREATMENT . The Seller and the Owner Trustee, by entering into this Agreement, and the Certificateholders, by acquiring any Certificates or interest therein, (i) express their intention that the Certificates will qualify as equity interests in either (A) a division of the Seller, or any other single Person, disregarded as a separate entity for federal income tax purposes if all Certificates are owned solely by the Seller or by such single Person, or (B) a partnership for federal income tax purposes if the Certificates are owned by more than one Person and (ii) unless otherwise required by the appropriate taxing authorities, agree to treat the Certificates as equity interests in an entity as described in CLAUSE (I) of this SECTION 2.11 for the purposes of federal income taxes, state and local income and franchise taxes, Michigan single business tax, and any other taxes imposed upon, measured by, or based upon gross or net income. The parties agree that, unless otherwise required by appropriate tax authorities, the Trust shall file or cause to be filed annual or other necessary returns, reports and other forms consistent with such characterization of the Trust for such tax purposes.

ARTICLE III THE CERTIFICATES

1.1 SECTION INITIAL CERTIFICATE OWNERSHIP . Upon the formation of the Trust by the contribution by the Seller pursuant to SECTION 2.5 and until the issuance of the Certificates, the Seller shall be the sole Certificateholder.

1.1 SECTION FORM OF THE CERTIFICATES .

1.2

(a) The Certificates shall be substantially in the form set forth in EXHIBIT A and shall be issued in minimum denominations of \$20,000. The Certificates shall represent the entire beneficial interest in the Trust. The Certificates shall be executed on behalf of the Trust by manual or facsimile signature of a Responsible Officer of the Owner Trustee. Certificates bearing the manual or facsimile signatures of individuals who were, at the time when such signatures shall have been affixed, authorized to sign on behalf of the Trust, shall be duly issued, fully paid and non-assessable beneficial interests in the Trust, notwithstanding that such individuals or any of them shall have ceased to be so authorized prior to the authentication and delivery of such Certificates or did

not hold such offices at the date of authentication and delivery of such Certificates.

- (a) The Definitive Certificates shall be typewritten, printed, lithographed or engraved or produced by any combination of these methods (with or without steel engraved borders) all as determined by the officers executing such Certificates, as evidenced by their execution of such Certificates.
- (b)
- (c) The terms of the Certificates set forth in EXHIBIT A shall form part of this Agreement.
- (d)

1.2 SECTION EXECUTION, AUTHENTICATION AND DELIVERY. Concurrently with the sale of the Receivables to the Trust pursuant to the Trust Sale and Servicing Agreement, the Owner Trustee shall cause the Certificates in an aggregate principal amount equal to the initial Certificate Balance to be executed on behalf of the Trust, authenticated and delivered to or upon the written order of the Seller, signed by its chairman of the board, its president or any vice president, without further corporate action by the Seller, in authorized denominations. No Certificate shall entitle its holder to any benefit under this Agreement, or shall be valid for any purpose, unless there shall appear on such Certificate a certificate of authentication substantially in the form set forth in EXHIBIT A, executed by the Owner Trustee or Bankers Trust Company, as the Owner Trustee's authenticating agent, by manual signature. Such authentication shall constitute conclusive evidence that such Certificate shall have been duly authenticated and delivered hereunder. All Certificates shall be dated the date of their authentication.

1.1 SECTION REGISTRATION; REGISTRATION OF TRANSFER AND EXCHANGE OF CERTIFICATES.
1.2

- (a) The Certificate Registrar shall keep or cause to be kept, at the office or agency maintained pursuant to SECTION 3.8, a Certificate Register in which, subject to such reasonable regulations as it may prescribe, the Owner Trustee shall provide for the registration of Certificates and of transfers and exchanges of Certificates as provided herein; PROVIDED, HOWEVER, that no Certificate may be subdivided upon transfer or exchange such that the denomination of any resulting Certificate is less than \$20,000. Bankers Trust Company shall be the initial Certificate Registrar. Upon any resignation of a Certificate Registrar, the Owner Trustee shall promptly appoint a successor or, if it elects not to make such an appointment, assume the duties of Certificate Registrar.
- (a) Certificateholders may at any time, without consent of the Noteholders, sell, transfer, convey or assign in any manner whatsoever their rights to and interests in the Certificates, provided that the following conditions are satisfied: (i) the transferee provides written verification from the applicable Rating Agencies that such sale, transfer, conveyance or assignment will not result in a

reduction or withdrawal of the rating of any class of Notes then outstanding, (ii) the transferee provides to the Owner Trustee and the Indenture Trustee an opinion of independent counsel that such action will not cause the Trust to be treated as an association (or publicly traded partnership) taxable as a corporation for Federal income tax purposes, (iii) such transferee or assignee agrees in writing to take positions for tax purposes consistent with the tax positions agreed to be taken by the initial Certificateholders herein, (iv) the transferee provides the Owner Trustee (and the Certificate Registrar if not the Owner Trustee) with an opinion of counsel satisfactory to the Owner Trustee stating that such transfer (x) is exempt from registration under applicable state and federal securities laws, (y) will not cause the Trust to be an "investment company" or under the "control" of an "investment company" within the meaning of the Investment Company Act and (z) otherwise complies with the restrictions on Transfer contained

in this Agreement, and (v) the transferee certifies to the Owner Trustee that it is not a BENEFIT PLAN. The Owner Trustee shall have no obligation to determine whether or not a transferee of a Trust Certificate is or is not a Benefit Plan.

(b)

(c) Subject to SECTION 3.4(B), upon surrender for registration of transfer of any Certificate at the office or agency maintained pursuant to SECTION 3.8, the Owner Trustee shall execute on behalf of the Trust, authenticate and deliver (or shall cause Bankers Trust Company as its authenticating agent to authenticate and deliver), in the name of the designated transferee or transferees, one or more new Certificates in authorized denominations of a like aggregate amount dated the date of authentication by the Owner Trustee or any authenticating agent.

(d)

(e) At the option of a Holder, Certificates may be exchanged for other Certificates of authorized denominations of a like aggregate principal amount upon surrender of the Certificates to be exchanged at the Corporate Trust Office maintained pursuant to SECTION 3.8. Whenever any Certificates are so surrendered for exchange, the Owner Trustee shall execute on behalf of the Trust, authenticate and deliver (or shall cause Bankers Trust Company as its authenticating agent to authenticate and deliver) one or more Certificates dated the date of authentication by the Owner Trustee or any authenticating agent. Such Certificates shall be delivered to the Holder making the exchange.

(f)

(g) Every Certificate presented or surrendered for registration of transfer or exchange shall be accompanied by a written instrument of transfer in form satisfactory to the Owner Trustee and the Certificate Registrar duly executed by the Holder or his attorney duly authorized in writing and such other documents and instruments as may be required by SECTION 3.4(B). Each Certificate surrendered for registration of transfer or exchange shall be canceled and subsequently destroyed or otherwise disposed of by the Owner Trustee or Certificate Registrar in

accordance with its customary practice.

(h)

(i) The Owner Trustee or the Certificate Registrar may require payment of a sum sufficient to cover any tax or governmental charge that may be imposed and any other expenses of the Owner Trustee in connection with any transfer or exchange of Certificates.

1.1 SECTION MUTILATED, DESTROYED, LOST OR STOLEN CERTIFICATES .

1.2

(a) If (i) any mutilated Certificate is surrendered to the Certificate Registrar, or the Certificate Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Certificate, and (ii) there is delivered to the Certificate Registrar, the Owner Trustee and the Trust such security or indemnity as may be required by them to hold each of them harmless, then, in the absence of notice to the Certificate Registrar or the Owner Trustee that such Certificate has been acquired by a protected purchaser, the Owner Trustee shall execute on behalf of the Trust and the Owner Trustee shall authenticate and deliver (or shall cause Bankers Trust Company as its authenticating agent to authenticate and deliver), in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Certificate, a replacement Certificate in authorized denominations of a like aggregate principal amount; PROVIDED, HOWEVER, that if any such destroyed, lost or stolen Certificate, but not a mutilated Certificate, shall have become or within seven days shall be due and payable, then instead of issuing a replacement Certificate the Owner Trustee may pay such destroyed, lost or stolen Certificate when so due or payable.

(a) If, after the delivery of a replacement Certificate in respect of a destroyed, lost or stolen Certificate pursuant to SUBSECTION 3.5(A), a protected purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the Owner Trustee shall be entitled to recover such replacement Certificate (and any distributions or payments made with respect thereto) from the Person to whom it was delivered or any Person taking such replacement Certificate from such Person to whom such replacement Certificate was delivered or any assignee of such Person, except a protected purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Owner Trustee in connection therewith.

(b)

(c) In connection with the issuance of any replacement Certificate under this SECTION 3.5, the Owner Trustee may require the payment by the Holder of such Certificate of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other reasonable expenses (including the fees and expenses of the

Owner Trustee and the Certificate Registrar) connected therewith.

(d)

(e) Any duplicate Certificate issued pursuant to this SECTION 3.5 in replacement of any mutilated, destroyed, lost or stolen Certificate shall constitute an original additional beneficial interest in the Trust, whether or not the mutilated, destroyed, lost or stolen Certificate shall be found at any time or be enforced by anyone, and shall be entitled to all the benefits of this Agreement equally and proportionately with any and all other Certificates duly issued hereunder.

(f)

(g) The provisions of this SECTION 3.5 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Certificates.

(h)

1.2 SECTION PERSONS DEEMED CERTIFICATEHOLDERS . Prior to due presentation of a Certificate for registration of transfer, the Owner Trustee or the Certificate Registrar may treat the Person in whose name any Certificate shall be registered in the Certificate Register as the Certificateholder of such Certificate for the purpose of receiving distributions pursuant to Article V and for all other purposes whatsoever, and neither the Owner Trustee nor the Certificate Registrar shall be affected by any notice to the contrary.

1.3

1.4 SECTION ACCESS TO LIST OF CERTIFICATEHOLDERS' NAMES AND ADDRESSES . The Owner Trustee shall furnish or cause to be furnished to the Servicer and the Seller, within 15 days after receipt by the Owner Trustee of a request therefor from the Servicer or the Seller in writing, a list of the names and addresses of the Certificateholders as of the most recent Record Date. Each Holder, by receiving and holding a Certificate, shall be deemed to have agreed not to hold any of the Servicer, the Seller or the Owner Trustee accountable by reason of the disclosure of its name and address, regardless of the source from which such information was derived.

1.5

1.6 SECTION MAINTENANCE OF CORPORATE TRUST OFFICE . The Owner Trustee shall maintain in the Borough of Manhattan, the City of New York, an office or offices or agency or agencies where Certificates may be surrendered for registration of transfer or exchange and where notices and demands to or upon the Owner Trustee in respect of the Certificates and the Basic Documents may be served. The Owner Trustee initially designates the offices of Bankers Trust Company, Four Albany Street, New York, New York 10006, as its principal office for such purposes. The Owner Trustee shall give prompt written notice to the Seller and to the Certificateholders of any change in the location of the Certificate Register or any such office or agency.

1.7

1.8 SECTION APPOINTMENT OF PAYING AGENT . Except as otherwise provided in SECTION 5.2, the Paying Agent shall make distributions to Certificateholders

from the Certificate Distribution Account pursuant to SECTION 5.2 and shall report the amounts of such distributions to the Owner Trustee and the Servicer; PROVIDED that no such reports shall be required so long as the Seller is the sole Certificateholder. Any Paying Agent shall have the revocable power to withdraw funds from the Certificate Distribution Account for the purpose of making the distributions referred to above. The Owner Trustee may revoke such power and remove the Paying Agent if the Owner Trustee determines in its sole discretion that the Paying Agent shall have failed to perform its obligations under this Agreement in any material respect. The Paying Agent shall initially be Bankers Trust Company, and any co-paying agent chosen by Bankers Trust Company, and acceptable to the Owner Trustee. Bankers Trust Company shall be permitted to resign as Paying Agent upon 30 days' written notice to the Owner Trustee. If Bankers Trust Company shall no longer be the Paying Agent, the Owner Trustee shall appoint a successor to act as Paying Agent (which shall be a bank or trust company). The Owner Trustee shall cause such successor Paying Agent or any additional Paying Agent appointed by the Owner Trustee to execute and deliver to the Owner Trustee an instrument in which such successor Paying Agent or additional Paying Agent shall agree with the Owner Trustee that as Paying Agent, such successor Paying Agent or additional Paying Agent shall hold all sums, if any, held by it for payment to the Certificateholders in trust for the benefit of the Certificateholders entitled thereto until such sums shall be paid to such Certificateholders. The Paying Agent shall return all unclaimed funds to the Owner Trustee and upon removal of a Paying Agent such Paying Agent shall also return all funds in its possession to the Owner Trustee. The provisions of SECTIONS 6.3, 6.6, 6.7 AND 6.9 shall apply to the Owner Trustee also in its role as Paying Agent, for so long as the Owner Trustee shall act as Paying Agent and, to the extent applicable, to any other paying agent, certificate registrar or authenticating agent appointed hereunder. Any reference in this Agreement to the Paying Agent shall include any co-paying agent unless the context requires otherwise.

1.9

1.10 SECTION [RESERVED].

1.11

1.12 SECTION [RESERVED].

1.13

1.14 SECTION [RESERVED] .

1.15

1.16 SECTION [RESERVED]

1.17

1.18 SECTION SELLER AS CERTIFICATEHOLDER . The Seller in its individual or any other capacity may become the owner or pledgee of Certificates and may otherwise deal with the Owner Trustee or its Affiliates as if it were not the Seller.

1.19

ARTICLE IV ACTIONS BY OWNER TRUSTEE

1.1 SECTION PRIOR NOTICE TO CERTIFICATEHOLDERS WITH RESPECT TO CERTAIN MATTERS .

The Owner Trustee shall not take action with respect to the following matters, unless (i) the Owner Trustee shall have notified the Certificateholders in writing of the proposed action at least 30 days before the taking of such action, and (ii) the Certificateholders shall not have notified the Owner Trustee in writing prior to the 30th day after such notice is given that such Certificateholders have withheld consent or provided alternative direction:

- (a) the initiation of any claim or lawsuit by the Trust (other than an action to collect on a Receivable or an action by the Indenture Trustee pursuant to the Indenture) and the compromise of any action, claim or lawsuit brought by or against the Trust (other than an action to collect on a Receivable or an action by the Indenture Trustee pursuant to the Indenture);
- (a) the election by the Trust to file an amendment to the Certificate of Trust, a conformed copy of which is attached hereto as EXHIBIT B;
- (a) the amendment of the Indenture by a supplemental indenture in circumstances where the consent of any Noteholder is required;
- (a) the amendment of the Indenture by a supplemental indenture in circumstances where the consent of any Noteholder is not required and such amendment materially adversely affects the interests of the Certificateholders;
- (a) the amendment, change or modification of the Administration Agreement, except to cure any ambiguity or to amend or supplement any provision in a manner that would not materially adversely affect the interests of the Certificateholders; or
- (a) the appointment pursuant to the Indenture of a successor Note Registrar, Paying Agent or Indenture Trustee or pursuant to this Agreement of a successor Certificate Registrar, or the consent to the assignment by the Note Registrar, Paying Agent or Indenture Trustee or Certificate Registrar of its obligations under the Indenture or this Agreement, as applicable.

1.1 SECTION ACTION BY CERTIFICATEHOLDERS WITH RESPECT TO CERTAIN MATTERS . The Owner Trustee shall not have the power, except upon the written direction of the Certificateholders, to remove the Administrator under the Administration Agreement pursuant to SECTION 10 thereof, appoint a successor Administrator pursuant to SECTION 10 of the Administration Agreement, remove the Servicer under the Trust Sale and Servicing Agreement pursuant to SECTION 7.02 thereof or except as expressly provided in the Basic Documents, sell the Receivables or any interest therein after the termination of the Indenture. The Owner Trustee shall take the actions referred to in the preceding sentence only upon written instructions signed by the Certificateholders.

1.2

1.3 SECTION ACTION BY CERTIFICATEHOLDERS WITH RESPECT TO BANKRUPTCY . The Owner Trustee shall not have the power to commence a voluntary proceeding in

bankruptcy relating to the Trust without the unanimous prior approval of all Holders of Certificates; PROVIDED, HOWEVER, that under no circumstances shall the Owner Trustee commence or join in commencing any such proceeding prior to the date that is one year and one day after the termination of the Trust.

1.4

1.5 SECTION RESTRICTIONS ON CERTIFICATEHOLDERS' POWER . The Certificateholders shall not direct the Owner Trustee to take or refrain from taking any action if such action or inaction would be contrary to any obligation of the Trust or the Owner Trustee under this Agreement or any of the Basic Documents or would be contrary to SECTION 2.3, nor shall the Owner Trustee be obligated to follow any such direction, if given. The Certificateholders shall not and shall not direct the Owner Trustee to take action that would violate the provisions of SECTION 6.1 and, if given, the Owner Trustee shall not be obligated to follow any such direction.

1.6

1.7 SECTION MAJORITY CONTROL . Except as expressly provided herein, any action that may be taken or consent that may be given or withheld by the Certificateholders under this Agreement shall be effective if such action is taken or such consent is given or withheld by the Holders of Certificates evidencing not less than a majority of the Voting Interests as of the close of the preceding Distribution Date. Except as expressly provided herein, any written notice, instruction, direction or other document of the Certificateholders delivered pursuant to this Agreement shall be effective if signed by Holders of Certificates evidencing not less than a majority of the Voting Interests at the time of the delivery of such notice.

1.8

ARTICLE V

APPLICATION OF TRUST FUNDS; CERTAIN DUTIES

1.1 SECTION ESTABLISHMENT OF CERTIFICATE DISTRIBUTION ACCOUNT .

1.2

(a) Except as otherwise provided in SECTION 5.2, the Servicer, for the benefit of the Certificateholders, shall establish and maintain in the name of the Trust an Eligible Deposit Account known as the Capital Auto Receivables Asset Trust 1999-1 Certificate Distribution Account (the "CERTIFICATE DISTRIBUTION ACCOUNT"), bearing an additional designation clearly indicating that the funds deposited therein are held for the benefit of the Certificateholders.

(a) The Trust shall possess all right, title and interest in and to all funds on deposit from time to time in the Certificate Distribution Account and in all proceeds thereof. Except as otherwise provided herein or in the Trust Sale and Servicing Agreement, the Certificate Distribution Account shall be under the sole dominion and control of the Owner Trustee for the benefit of the Certificateholders. If, at any time, the Certificate Distribution Account ceases to be an Eligible Deposit Account, the Owner Trustee (or the Servicer on behalf

of the Owner Trustee, if the Certificate Distribution Account is not then held by the Owner Trustee or an Affiliate thereof) shall within 10 Business Days (or such longer period, not to exceed 30 calendar days, as to which each Rating Agency may consent) establish a new Certificate Distribution Account as an Eligible Deposit Account and shall transfer any cash and/or any investments to such new Certificate Distribution Account.

1.1 SECTION APPLICATION OF TRUST FUNDS .

1.2

- (a) On each Distribution Date, the Owner Trustee shall distribute to the Certificateholders, on a pro rata basis, amounts equal to the amounts deposited in the Certificate Distribution Account pursuant to SECTIONS 4.06 AND 4.07 of the Trust Sale and Servicing Agreement on or prior to such Distribution Date. Notwithstanding the foregoing or anything else to the contrary in this Agreement or the other Basic Documents, so long as Certificates representing in the aggregate a 100% beneficial interest in the Trust are held by the Seller, (i) no Certificate Distribution Account shall be required to be established or maintained and (ii) all distributions and payments on the Certificates (including the final distribution as contemplated by SECTION 7.1(C) hereof) required hereunder or under the Trust Sale and Servicing Agreement shall be made directly to the Seller by the Indenture Trustee (whether or not the Trust Sale and Servicing Agreement otherwise contemplates deposit into the Certificate Distribution Account) and the Owner Trustee shall have no duty or liability to see to such distribution.
- (a) On each Distribution Date, the Owner Trustee shall send to each Certificateholder the statement provided to the Owner Trustee by the Servicer pursuant to SECTION 4.09(A) of the Trust Sale and Servicing Agreement on such Distribution Date setting forth, among other things, the amount of the distribution allocable to Certificate Balance and to interest, the Certificate Balance after giving effect to such distribution, the balance of the Reserve Account (and amounts, if any, distributed from the Reserve Account) and the Total Servicing Fee with respect to such Distribution Date or Monthly Period, as applicable; PROVIDED that no such statement shall be required to be sent by the Owner Trustee so long as the Seller is the sole Certificateholder.
- (b)
- (c) If any withholding tax is imposed on the Trust's payment (or allocations of income) to a Certificateholder, such tax shall reduce the amount otherwise distributable to the Certificateholder in accordance with this SECTION 5.2; PROVIDED that the Owner Trustee shall not have an obligation to withhold any such amount so long as the Seller is the sole Certificateholder. The Owner Trustee is hereby authorized and directed to retain from amounts otherwise distributable to the Certificateholders sufficient funds for the payment of any tax that is legally owed by the Trust (but such authorization shall not

prevent the Owner Trustee from contesting any such tax in appropriate proceedings and withholding payment of such tax, if permitted by law, pending the outcome of such proceedings). The amount of any withholding tax imposed with respect to a Certificateholder shall be treated as cash distributed to such Certificateholder at the time it is withheld by the Trust and remitted to the appropriate taxing authority. If there is a possibility that withholding tax is payable with respect to a distribution (such as a distribution to a non-U.S. Certificateholder), the Owner Trustee may in its sole discretion withhold such amounts in accordance with this SUBSECTION 5.2(C). If a Certificateholder wishes to apply for a refund of any such withholding tax, the Owner Trustee shall reasonably cooperate with such Certificateholder in making such claim so long as such Certificateholder agrees to reimburse the Owner Trustee for any out-of-pocket expenses incurred.

(d)

(e) If the Indenture Trustee holds escheated funds for payment to the Trust pursuant to SECTION 3.3(E) of the Indenture, the Owner Trustee shall, upon notice from the Indenture Trustee that such funds exist, submit on behalf of the Trust an Issuer Order to the Indenture Trustee pursuant to SECTION 3.3(E) of the Indenture instructing the Indenture Trustee to pay such funds to or at the order of the Seller.

(f)

1.2 SECTION METHOD OF PAYMENT . Subject to SUBSECTION 7.1(C), distributions required to be made to Certificateholders on any Distribution Date shall be made to each Certificateholder of record on the immediately preceding Record Date either by wire transfer, in immediately available funds, to the account of such Holder at a bank or other entity having appropriate facilities therefor, if such Certificateholder shall have provided to the Certificate Registrar appropriate written instructions at least five Business Days prior to such Record Date and such Holder's Certificates in the aggregate evidence a denomination of not less than \$1,000,000, or, if not, by check mailed to such Certificateholder at the address of such holder appearing in the Certificate Register.

1.3

1.4 SECTION ACCOUNTING AND REPORTS TO THE CERTIFICATEHOLDERS, THE INTERNAL REVENUE SERVICE AND OTHERS . The Owner Trustee shall maintain (or cause to be maintained) the books of the Trust on a calendar year basis on the accrual method of accounting, deliver to each Certificateholder, as may be required by the Code and applicable Treasury Regulations or otherwise, such information as may be required to enable each Certificateholder to prepare its federal income tax return, file such tax returns relating to the Trust and make such elections as may from time to time be required or appropriate under any applicable state or federal statute or rule or regulation thereunder so as to maintain the Trust's characterization as an entity described in clause (i) of SECTION 2.11 for federal income tax purposes, cause such tax returns to be signed in the manner required by law and collect or cause to be collected any withholding tax as described in and in accordance with SUBSECTION 5.2(C) with respect to income or distributions to Certificateholders.

1.5

1.6 SECTION SIGNATURE ON RETURNS; OTHER TAX MATTERS . The Owner Trustee shall sign on behalf of the Trust any and all tax returns of the Trust, unless applicable law requires a Certificateholder to sign such documents, in which case such documents shall be signed by the Seller. To the extent one may be required, the Seller shall be the "tax matters partner" of the Trust pursuant to the Code.

1.7

ARTICLE VI
THE OWNER TRUSTEE

1.1 SECTION DUTIES OF OWNER TRUSTEE .

- (a) The Owner Trustee undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement and the other Basic Documents, including the administration of the Trust in the interest of the Certificateholders, subject to the Basic Documents and in accordance with the provisions of this Agreement. No implied covenants or obligations shall be read into this Agreement.
- (b)
- (c) Notwithstanding the foregoing, the Owner Trustee shall be deemed to have discharged its duties and responsibilities hereunder and under the Basic Documents to the extent the Administrator has agreed in the Administration Agreement to perform any act or to discharge any duty of the Owner Trustee hereunder or under any Basic Document, and the Owner Trustee shall not be liable for the default or failure of the Administrator to carry out its obligations under the Administration Agreement.
- (d)
- (e) In the absence of bad faith on its part, the Owner Trustee may conclusively rely upon certificates or opinions furnished to the Owner Trustee and conforming to the requirements of this Agreement in determining the truth of the statements and the correctness of the opinions contained therein; PROVIDED, HOWEVER, that the Owner Trustee shall have examined such certificates or opinions so as to determine compliance of the same with the requirements of this Agreement.
- (f)
- (g) The Owner Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:
- (h)
 - (ii) this SUBSECTION 6.1(D) shall not limit the effect of SUBSECTION 6.1(A) OR (B);
 - (i) the Owner Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer unless it is proved that the Owner Trustee was negligent in ascertaining the pertinent facts; and

(i) the Owner Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to SECTION 4.1, 4.2 OR 6.4.

(e) Subject to SECTIONS 5.1 AND 5.2, monies received by the Owner Trustee hereunder need not be segregated in any manner except to the extent required by law or the Trust Sale and Servicing Agreement and may be deposited under such general conditions as may be prescribed by law, and the Owner Trustee shall not be liable for any interest thereon.

(f)

(g) The Owner Trustee shall not take any action that (i) is inconsistent with the purposes of the Trust set forth in SECTION 2.3 or (ii) would, to the actual knowledge of a Responsible Officer of the Owner Trustee, result in the Trust's becoming taxable as a corporation for federal income tax purposes. The Certificateholders shall not direct the Owner Trustee to take action that would violate the provisions of this SECTION 6.1.

(h)

1.2 SECTION RIGHTS OF OWNER TRUSTEE . The Owner Trustee is authorized and directed to execute and deliver the Basic Documents and each certificate or other document attached as an exhibit to or contemplated by the Basic Documents to which the Trust is to be a party, in such form as the Seller shall approve as evidenced conclusively by the Owner Trustee's execution thereof. In addition to the foregoing, the Owner Trustee is authorized, but shall not be obligated, to take all actions required of the Trust pursuant to the Basic Documents. The Owner Trustee is further authorized from time to time to take such action as the Administrator recommends and directs in writing with respect to the Basic Documents.

1.3

1.4 SECTION ACCEPTANCE OF TRUSTS AND DUTIES . Except as otherwise provided in this ARTICLE VI, in accepting the trusts hereby created, Bankers Trust (Delaware) acts solely as Owner Trustee hereunder and not in its individual capacity and all Persons having any claim against the Owner Trustee by reason of the transactions contemplated by this Agreement or any Basic Document shall look only to the Owner Trust Estate for payment or satisfaction thereof. The Owner Trustee accepts the trusts hereby created and agrees to perform its duties hereunder with respect to such trusts but only upon the terms of this Agreement. The Owner Trustee also agrees to disburse all monies actually received by it constituting part of the Owner Trust Estate upon the terms of the Basic Documents and this Agreement. The Owner Trustee shall not be liable or accountable hereunder or under any Basic Document under any circumstances, except for its own negligent action, its own negligent failure to act or its own willful misconduct or in the case of the inaccuracy of any representation or warranty contained in SECTION 6.6 and expressly made by the Owner Trustee. In particular, but not by way of limitation (and subject to the exceptions set forth in the preceding sentence):

1.5

(a) the Owner Trustee shall at no time have any responsibility or

liability for or with respect to the legality, validity and enforceability of any Receivable, or the perfection and priority of any security interest created by any Receivable in any Financed Vehicle or the maintenance of any such perfection and priority, or for or with respect to the sufficiency of the Owner Trust Estate or its ability to generate the payments to be distributed to Certificateholders under this Agreement or to Noteholders under the Indenture, including, without limitation: the existence, condition and ownership of any Financed Vehicle; the existence and enforceability of any insurance thereon; the existence and contents of any Receivable on any computer or other record thereof; the validity of the assignment of any Receivable to the Trust or of any intervening assignment; the completeness of any Receivable; the performance or enforcement of any Receivable; the compliance by the Seller or the Servicer with any warranty or representation made under any Basic Document or in any related document or the accuracy of any such warranty or representation or any action of the Administrator, the Trustee or the Servicer or any subservicer taken in the name of the Owner Trustee.

- (a) the Owner Trustee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with the instructions of the Administrator or any Certificateholder;
- (a) no provision of this Agreement or any Basic Document shall require the Owner Trustee to expend or risk funds or otherwise incur any financial liability in the performance of any of its rights or powers hereunder or under any Basic Document, if the Owner Trustee shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured or provided to it;
- (a) under no circumstances shall the Owner Trustee be liable for indebtedness evidenced by or arising under any of the Basic Documents, including the principal of and interest on the Notes or the Certificate Balance of and interest on the Certificates;
- (a) the Owner Trustee shall not be responsible for or in respect of and makes no representation as to the validity or sufficiency of any provision of this Agreement or for the due execution hereof by the Seller or for the form, character, genuineness, sufficiency, value or validity of any of the Owner Trust Estate or for or in respect of the validity or sufficiency of the Basic Documents, the Notes, the Certificates (other than the certificate of authentication on the Certificates) or of any Receivables or any related documents, and the Owner Trustee shall in no event assume or incur any liability, duty or obligation to any Noteholder or to any Certificateholder, other than as expressly provided for herein and in the Basic Documents;
- (a) the Owner Trustee shall not be liable for the default or misconduct of

the Administrator, the Indenture Trustee, the Seller or the Servicer under any of the Basic Documents or otherwise and the Owner Trustee shall have no obligation or liability to perform the obligations of the Trust under this Agreement or the Basic Documents that are required to be performed by the Administrator under the Administration Agreement, the Indenture Trustee under the Indenture or the Servicer under the Pooling and Servicing Agreement or the Trust Sale and Servicing Agreement; and

- (a) the Owner Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement, or to institute, conduct or defend any litigation under this Agreement or otherwise or in relation to this Agreement or any Basic Document, at the request, order or direction of any of the Certificateholders, unless such Certificateholders have offered to the Owner Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities that may be incurred by the Owner Trustee therein or thereby. The right of the Owner Trustee to perform any discretionary act enumerated in this Agreement or in any Basic Document shall not be construed as a duty, and the Owner Trustee shall not be answerable for other than its negligence or willful misconduct in the performance of any such act.

1.1 SECTION ACTION UPON INSTRUCTION BY CERTIFICATEHOLDERS.

1.2

- (e) Subject to SECTION 4.4, the Certificateholders may by written instruction direct the Owner Trustee in the management of the Trust. Such direction may be exercised at any time by written instruction of the Certificateholders pursuant to SECTION 4.5.
- (e) Notwithstanding the foregoing, the Owner Trustee shall not be required to take any action hereunder or under any Basic Document if the Owner Trustee shall have reasonably determined, or shall have been advised by counsel, that such action is likely to result in liability on the part of the Owner Trustee or is contrary to the terms hereof or of any Basic Document or is otherwise contrary to law.
- (f)
- (g) Whenever the Owner Trustee is unable to decide between alternative courses of action permitted or required by the terms of this Agreement or any Basic Document, or is unsure as to the application, intent, interpretation or meaning of any provision of this Agreement or the Basic Documents, the Owner Trustee shall promptly give notice (in such form as shall be appropriate under the circumstances) to the Certificateholders requesting instruction as to the course of action to be adopted, and, to the extent the Owner Trustee acts in good faith in accordance with any such instruction received, the Owner Trustee shall not be liable on account of such action to any Person. If the Owner Trustee shall not have received appropriate instructions within

ten days of such notice (or within such shorter period of time as reasonably may be specified in such notice or may be necessary under the circumstances) it may, but shall be under no duty to, take or refrain from taking such action which is consistent, in its view, with this Agreement or the Basic Documents, and as it shall deem to be in the best interests of the Certificateholders, and the Owner Trustee shall have no liability to any Person for any such action or inaction.
(h)

1.2 SECTION FURNISHING OF DOCUMENTS . The Owner Trustee shall furnish to the Certificateholders, promptly upon receipt of a written request therefor, duplicates or copies of all reports, notices, requests, demands, certificates, financial statements and any other instruments furnished to the Owner Trustee under the Basic Documents.

1.3

1.4 SECTION REPRESENTATIONS AND WARRANTIES OF OWNER TRUSTEE . The Owner Trustee hereby represents and warrants to the Seller, for the benefit of the Certificateholders, that:

1.5

(a) It is a banking corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation. It has satisfied the eligibility requirements set forth in SECTION 6.13.

(a) It has full power, authority and legal right to execute, deliver and perform this Agreement, and has taken all necessary action to authorize the execution, delivery and performance by it of this Agreement.

(a) The execution, delivery and performance by it of this Agreement (i) shall not violate any provision of any law or regulation governing the banking and trust powers of the Owner Trustee or any order, writ, judgment or decree of any court, arbitrator or governmental authority applicable to the Owner Trustee or any of its assets, (ii) shall not violate any provision of the corporate charter or by-laws of the Owner Trustee or (iii) shall not violate any provision of, or constitute, with or without notice or lapse of time, a default under, or result in the creation or imposition of any lien on any properties included in the Trust pursuant to the provisions of any mortgage, indenture, contract, agreement or other undertaking to which it is a party, which violation, default or lien could reasonably be expected to have a materially adverse effect on the Owner Trustee's performance or ability to perform its duties as Owner Trustee under this Agreement or on the transactions contemplated in this Agreement.

(a) This Agreement has been duly executed and delivered by the Owner Trustee and constitutes the legal, valid and binding agreement of the Owner Trustee, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency,

reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

1.1 SECTION RELIANCE; ADVICE OF COUNSEL .
1.2

(e) The Owner Trustee shall incur no liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper believed by it to be genuine and believed by it to be signed by the proper party or parties and need not investigate any fact or matter in any such document. The Owner Trustee may accept a certified copy of a resolution of the board of directors or other governing body of any corporate party as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect. As to any fact or matter the method of the determination of which is not specifically prescribed herein, the Owner Trustee may for all purposes hereof rely on a certificate, signed by the president or any vice president or by the treasurer or other authorized officers of the relevant party, as to such fact or matter, and such certificate shall constitute full protection to the Owner Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon.

(e) In the exercise or administration of the trusts hereunder and in the performance of its duties and obligations under this Agreement or the Basic Documents, the Owner Trustee: may act directly or through its agents, attorneys, custodians or nominees (including the granting of a power of attorney to officers of Bankers Trust Company to execute and deliver any Basic Documents, Certificate, Note or other documents related thereto on behalf of the Owner Trustee) pursuant to agreements entered into with any of them, and the Owner Trustee shall not be liable for the conduct or misconduct of such agents, attorneys, custodians or nominees if such agents, attorneys, custodians or nominees shall have been selected by the Owner Trustee with reasonable care; and may consult with counsel, accountants and other skilled professionals to be selected with reasonable care and employed by it. The Owner Trustee shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the opinion or advice of any such counsel, accountants or other such Persons and not contrary to this Agreement or any Basic Document.

(f)

1.2 SECTION OWNER TRUSTEE MAY OWN CERTIFICATES AND NOTES . The Owner Trustee in its individual or any other capacity may become the owner or pledgee of Certificates or Notes and may deal with the Seller, the Administrator, the Indenture Trustee and the Servicer in transactions in the same manner as it

would have if it were not the Owner Trustee.

1.3

1.4 SECTION COMPENSATION AND INDEMNITY . The Owner Trustee shall receive as compensation for its services hereunder such fees as have been separately agreed upon before the date hereof between the Servicer and the Owner Trustee, and the Owner Trustee, any paying agent, registrar, authenticating agent or co-trustee shall be entitled to be reimbursed by the Servicer for its other reasonable expenses hereunder, including the reasonable compensation, expenses and disbursements of such agents, custodians, nominees, representatives, experts and counsel as the Owner Trustee may employ in connection with the exercise and performance of its rights and its duties hereunder. The Servicer shall indemnify the Owner Trustee, any paying agent, registrar, authenticating agent or co-trustee and its successors, assigns, agents and servants in accordance with the provisions of SECTION 6.01 of the Trust Sale and Servicing Agreement. The indemnities contained in this SECTION 6.9 shall survive the resignation or termination of the Owner Trustee or the termination of this Agreement. Any amounts paid to the Owner Trustee pursuant to this ARTICLE VI shall be deemed not to be a part of the Owner Trust Estate immediately after such payment.

1.1 SECTION REPLACEMENT OF OWNER TRUSTEE .

1.2

(e) The Owner Trustee may give notice of its intent to resign and be discharged from the trusts hereby created by giving notice thereof to the Administrator PROVIDED that no such resignation shall become effective, and the Owner Trustee shall not resign, prior to the time set forth in SECTION 6.10(C). If no successor Owner Trustee shall have been appointed pursuant to Section 6.10(b) and have accepted such appointment within 30 days after the giving of such notice, the Owner Trustee giving such notice may petition any court of competent jurisdiction for the appointment of a successor Owner Trustee. The Administrator shall remove the Owner Trustee if:

(i) the Owner Trustee shall cease to be eligible in accordance with the provisions of SECTION 6.13 and shall fail to resign after written request therefor by the Administrator;

(i) the Owner Trustee shall be adjudged bankrupt or insolvent;

(i) a receiver or other public officer shall be appointed or take charge or control of the Owner Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation; or

(i) the Owner Trustee shall otherwise be incapable of acting.

(b) If the Owner Trustee gives notice of its intent to resign or is removed or if a vacancy exists in the office of Owner Trustee for any reason the Administrator shall promptly appoint a successor Owner Trustee by written instrument, in duplicate (one copy of which

instrument shall be delivered to the outgoing Owner Trustee so removed and one copy to the successor Owner Trustee) and shall pay all fees owed to the outgoing Owner Trustee.

(c)

(d) Any resignation or removal of the Owner Trustee and appointment of a successor Owner Trustee pursuant to any of the provisions of this SECTION 6.10 shall not become effective and no such resignation shall be deemed to have occurred until a written acceptance of appointment is delivered by the successor Owner Trustee to the outgoing Owner Trustee and the Administrator and all fees and expenses due to the outgoing Owner Trustee are paid. Any successor Owner Trustee appointed pursuant to this SECTION 6.10 shall be eligible to act in such capacity in accordance with SECTION 6.13 and, following compliance with the preceding sentence, shall become fully vested with all the rights, powers, duties and obligations of its predecessor under this Agreement, with like effect as if originally named as Owner Trustee. The Administrator shall provide notice of such resignation or removal of the Owner Trustee to each of the Rating Agencies.

(e)

(f) The predecessor Owner Trustee shall upon payment of its fees and expenses deliver to the successor Owner Trustee all documents and statements and monies held by it under this Agreement. The Administrator and the predecessor Owner Trustee shall execute and deliver such instruments and do such other things as may reasonably be required for fully and certainly vesting and confirming in the successor Owner Trustee all such rights, powers, duties and obligations.

(g)

(h) Upon acceptance of appointment by a successor Owner Trustee pursuant to this SECTION 6.10, the Administrator shall mail notice of the successor of such Owner Trustee to all Certificateholders, the Indenture Trustee, the Noteholders and the Rating Agencies.

(i)

1.2 SECTION MERGER OR CONSOLIDATION OF OWNER TRUSTEE . Any Person into which the Owner Trustee may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which the Owner Trustee shall be a party, or any Person succeeding to all or substantially all of the corporate trust business of the Owner Trustee, shall be the successor of the Owner Trustee hereunder, provided such Person shall be eligible pursuant to SECTION 6.13, and without the execution or filing of any instrument or any further act on the part of any of the parties hereto; PROVIDED, HOWEVER, that the Owner Trustee shall mail notice of such merger or consolidation to the Rating Agencies.

1.1 SECTION APPOINTMENT OF CO-TRUSTEE OR SEPARATE TRUSTEE .

1.2

(b) Notwithstanding any other provisions of this Agreement, at any time,

for the purpose of meeting any legal requirement of any jurisdiction in which any part of the Owner Trust Estate or any Financed Vehicle may at the time be located, the Administrator and the Owner Trustee acting jointly shall, at the expense of the Servicer, have the power and shall, at the expense of the Servicer, execute and deliver all instruments to appoint one or more Persons approved by the Owner Trustee to act as co-trustee, jointly with the Owner Trustee, or as separate trustee or trustees, of all or any part of the Owner Trust Estate, and to vest in such Person, in such capacity, such title to the Trust, or any part thereof, and, subject to the other provisions of this SECTION 6.12, such powers, duties, obligations, rights and trusts as the Administrator and the Owner Trustee may consider necessary or desirable. If the Administrator shall not have joined in such appointment within 15 days after the receipt by it of a request so to do, the Owner Trustee alone shall have the power to make such appointment. No co-trustee or separate trustee under this Agreement shall be required to meet the terms of eligibility as a successor trustee pursuant to SECTION 6.13 and no notice of the appointment of any co-trustee or separate trustee shall be required pursuant to SECTION 6.10.

(b) Each separate trustee and co-trustee shall, to the extent permitted by law, be appointed and act subject to the following provisions and conditions:

(c)

(ii) all rights, powers, duties and obligations conferred or imposed upon the Owner Trustee shall be conferred upon and exercised or performed by the Owner Trustee and such separate trustee or co-trustee jointly (it being understood that such separate trustee or co-trustee is not authorized to act separately without the Owner Trustee joining in such act), except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed, the Owner Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations (including the holding of title to the Trust or any portion thereof in any such jurisdiction) shall be exercised and performed singly by such separate trustee or co-trustee, but solely at the direction of the Owner Trustee;

(i) no trustee under this Agreement shall be personally liable by reason of any act or omission of any other trustee under this Agreement; and

(i) the Administrator and the Owner Trustee acting jointly may at any time accept the resignation of or remove any separate trustee or co-trustee.

(c) Any notice, request or other writing given to the Owner Trustee shall be deemed to have been given to each of the then separate trustees and

co-trustees, as effectively as if given to each of them. Every instrument appointing any separate trustee or co-trustee shall refer to this Agreement and the conditions of this Article. Each separate trustee and co-trustee, upon its acceptance of the trusts conferred, shall be vested with the estates or property specified in its instrument of appointment, either jointly with the Owner Trustee or separately, as may be provided therein, subject to all the provisions of this Agreement, specifically including every provision of this Agreement relating to the conduct of, affecting the liability of, or affording protection to, the Owner Trustee. Each such instrument shall be filed with the Owner Trustee and a copy thereof given to the Administrator.

(d)

(e) Any separate trustee or co-trustee may at any time appoint the Owner Trustee as its agent or attorney-in-fact with full power and authority, to the extent not prohibited by law, to do any lawful act under or in respect of this Agreement on its behalf and in its name. If any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all of its estates, properties, rights, remedies and trusts shall vest in and be exercised by the Owner Trustee, to the extent permitted by law, without the appointment of a new or successor trustee.

(f)

1.2 SECTION ELIGIBILITY REQUIREMENTS FOR OWNER TRUSTEE . The Owner Trustee shall at all times satisfy the requirement of SECTION 26(A)(1) of the Investment Company Act. The Owner Trustee shall at all times: (a) be a corporation satisfying the provisions of SECTION 3807(A) of the Business Trust Statute; (b) be authorized to exercise corporate trust powers; (c) have a combined capital and surplus of at least \$50,000,000 and be subject to supervision or examination by federal or state authorities; and (d) have (or have a parent which has) a long-term unsecured debt rating of at least BBB- by Standard Poor's Rating Services and at least Baa3 by Moody's Investors Service, Inc. If such corporation shall publish reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purpose of this SECTION 6.13, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Owner Trustee shall cease to be eligible in accordance with the provisions of this SECTION 6.13, the Owner Trustee shall resign immediately in the manner and with the effect specified in SECTION 6.10.

1.3

ARTICLE VII TERMINATION OF TRUST AGREEMENT

1.1 SECTION TERMINATION OF TRUST AGREEMENT .

- (c) This Agreement (other than SECTION 6.9) and the Trust shall terminate in accordance with SECTION 3808 of the Business Trust Statute and be of no further force or effect on the final distribution by the Owner Trustee of all monies or other property or proceeds of the Owner Trust Estate in accordance with the terms of the Indenture, the Trust Sale and Servicing Agreement (including the exercise by the Servicer of its option to purchase the Receivables pursuant to SECTION 8.01(A) of the Trust Sale and Servicing Agreement) and ARTICLE V. The bankruptcy, liquidation, dissolution, death or incapacity of any Certificateholder shall not (x) operate to terminate this Agreement or the Trust, (y) entitle such Certificateholder's legal representatives or heirs to claim an accounting or to take any action or proceeding in any court for a partition or winding up of all or any part of the Trust or the Owner Trust Estate or (z) otherwise affect the rights, obligations and liabilities of the parties hereto.
- (d)
- (e) Neither the Seller nor any Certificateholder shall be entitled to revoke or terminate the Trust or this Agreement.
- (f)
- (g) Subject to SECTION 5.2(A), notice of any termination of the Trust, specifying the Distribution Date upon which the Certificateholders shall surrender their Certificates to the Paying Agent for payment of the final distribution and cancellation, shall be given by the Owner Trustee by letter to Certificateholders mailed within five Business Days of receipt of notice of such termination from the Servicer given pursuant to SUBSECTION 8.01(C) of the Trust Sale and Servicing Agreement, stating: (i) the Distribution Date upon or with respect to which final payment of the Certificates shall be made upon presentation and surrender of the Certificates at the office of the Paying Agent therein designated; (ii) the amount of any such final payment; and (iii) that the Record Date otherwise applicable to such Distribution Date is not applicable, payments being made only upon presentation and surrender of the Certificates at the office of the Paying Agent therein specified. The Owner Trustee shall give such notice to the Certificate Registrar (if other than the Owner Trustee) and the Paying Agent at the time such notice is given to Certificateholders. Upon presentation and surrender of the Certificates, the Paying Agent shall cause to be distributed to Certificateholders amounts distributable on such Distribution Date pursuant to SECTION 5.2.
- (h)
- (i) If all of the Certificateholders shall not surrender their Certificates for cancellation within six months after the date specified in the written notice referred to in SUBSECTION 7.1(C), the Owner Trustee shall give a second written notice to the remaining Certificateholders to surrender their Certificates for cancellation and receive the final distribution with respect thereto. If within one year after the second notice all the Certificates shall not have been

surrendered for cancellation, the Owner Trustee may take appropriate steps, or may appoint an agent to take appropriate steps, to contact the remaining Certificateholders concerning surrender of their Certificates, and the cost thereof shall be paid out of the funds and other assets that shall remain subject to this Agreement. Subject to applicable laws with respect to escheat of funds, any funds remaining in the Trust after exhaustion of such remedies in the preceding sentence shall be deemed property of the Seller and distributed by the Owner Trustee to the Seller, and the Owner Trustee shall have no further liability to the Certificateholders with respect thereto.

(j)

(k) Upon the winding up of the Trust and its termination, the Owner Trustee shall cause the Certificate of Trust to be canceled by filing a certificate of cancellation with the Secretary of State in accordance with the provisions of SECTION 3810 of the Business Trust Statute.

(l)

ARTICLE VIII AMENDMENTS

1.1 SECTION AMENDMENTS WITHOUT CONSENT OF CERTIFICATEHOLDERS OR NOTEHOLDERS . This Agreement may be amended by the Seller and the Owner Trustee without the consent of any of the Noteholders or the Certificateholders (but with prior notice to each of the Rating Agencies), to (i) cure any ambiguity, (ii) correct or supplement any provision in this Agreement that may be defective or inconsistent with any other provision in this Agreement or any other Basic Document, (iii) add or supplement any credit enhancement for the benefit of the Noteholders or the Certificateholders (provided that if any such addition shall affect any class of Noteholders or Certificateholders differently than any other class of Noteholders or Certificateholders, then such addition shall not, as evidenced by an Opinion of Counsel, adversely affect in any material respect the interests of any class of the Noteholders or the Certificateholders), (iv) add to the covenants, restrictions or obligations of the Seller or the Owner Trustee, (v) evidence and provide for the acceptance of the appointment of a successor trustee with respect to the Owner Trust Estate and add to or change any provisions as shall be necessary to facilitate the administration of the trusts hereunder by more than one trustee pursuant to ARTICLE VI, and (vi) add, change or eliminate any other provision of this Agreement in any manner that shall not, as evidenced by an Opinion of Counsel, adversely affect in any material respect the interests of the Noteholders or the Certificateholders.

1.1 SECTION AMENDMENTS WITH CONSENT OF CERTIFICATEHOLDERS AND NOTEHOLDERS . This Agreement may be amended from time to time by the Seller and the Owner Trustee with the consent of Noteholders whose Notes evidence not less than a majority of the Outstanding Amount of the Notes as of the close of the preceding Distribution Date and the consent of Certificateholders whose Certificates evidence not less than a majority of the Voting Interests as of the close of the preceding Distribution Date (which consent, whether given pursuant to this

SECTION 8.2 or pursuant to any other provision of this Agreement, shall be conclusive and binding on such Person and on all future holders of such Notes or Certificates and of any Notes or Certificates issued upon the transfer thereof or in exchange thereof or in lieu thereof whether or not notation of such consent is made upon the Notes or Certificates) for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement, or of modifying in any manner the rights of the Noteholders or the Certificateholders; PROVIDED, HOWEVER, that no such amendment shall (a) increase or reduce in any manner the amount of, or accelerate or delay the timing of, collections of payments on Receivables or distributions that shall be required to be made on any Note or Certificate, the Pass Through Rate or the Specified Reserve Account Balance or (b) reduce the aforesaid percentage required to consent to any such amendment, without the consent of the holders of all Notes and all of the Voting Interests with respect to Certificates then outstanding. The Owner Trustee shall furnish notice to each of the Rating Agencies prior to obtaining consent to any proposed amendment under this SECTION 8.2.

1.1 SECTION FORM OF AMENDMENTS .

1.2

- (c) Promptly after the execution of any amendment, supplement or consent pursuant to SECTION 8.1 OR 8.2, the Owner Trustee shall furnish written notification of the substance of such amendment or consent to each Certificateholder and the Indenture Trustee.

- (c) It shall not be necessary for the consent of Certificateholders, the Noteholders or the Indenture Trustee pursuant to SECTION 8.2 to approve the particular form of any proposed amendment or consent, but it shall be sufficient if such consent shall approve the substance thereof. The manner of obtaining such consents (and any other consents of Certificateholders provided for in this Agreement or in any other Basic Document) and of evidencing the authorization of the execution thereof by Certificateholders shall be subject to such reasonable requirements as the Owner Trustee may prescribe.
- (d)
- (e) Promptly after the execution of any amendment to the Certificate of Trust, the Owner Trustee shall cause the filing of such amendment with the Secretary of State.
- (f)
- (g) Prior to the execution of any amendment to this Agreement or the Certificate of Trust, the Owner Trustee shall be entitled to receive and conclusively rely upon an Opinion of Counsel stating that the execution of such amendment is authorized or permitted by this Agreement. The Owner Trustee may, but shall not be obligated to, enter into any such amendment which affects the Owner Trustee's own rights, duties or immunities under this Agreement or otherwise.
- (h)

ARTICLE IX
MISCELLANEOUS

1.1 SECTION NO LEGAL TITLE TO OWNER TRUST ESTATE . The Certificateholders shall not have legal title to any part of the Owner Trust Estate. The Certificateholders shall be entitled to receive distributions with respect to their undivided ownership interest therein only in accordance with ARTICLES V AND VII. No transfer, by operation of law or otherwise, of any right, title, and interest of the Certificateholders to and in their ownership interest in the Owner Trust Estate shall operate to terminate this Agreement or the trusts hereunder or entitle any transferee to an accounting or to the transfer to it of legal title to any part of the Owner Trust Estate.

1.1 SECTION LIMITATIONS ON RIGHTS OF OTHERS . Except for SECTION 9.13, the provisions of this Agreement are solely for the benefit of the Owner Trustee, the Seller, the Certificateholders, the Administrator and, to the extent expressly provided herein, the Indenture Trustee and the Noteholders, and nothing in this Agreement, whether express or implied, shall be construed to give to any other Person any legal or equitable right, remedy or claim in the Owner Trust Estate or under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

1.1 SECTION DERIVATIVE ACTIONS . Any provision contained herein to the contrary notwithstanding, the right of any Certificate Owner to bring a derivative action in the right of the Trust is hereby made expressly subject to the following limitations and requirements:

- (c) such Certificate Owner must meet all requirements set forth in the Business Trust Statute; and
- (d)
- (e) no Certificate Owner may bring a derivative action in the right of the Trust without the prior written consent of Certificate Owners owning, in the aggregate, a beneficial interest in Certificates representing 50% of the then outstanding Certificate Balance.
- (f)

1.2 SECTION NOTICES. All demands, notices and communications upon or to the Seller, the Servicer, the Administrator, the Indenture Trustee, the Owner Trustee or the Rating Agencies under this Agreement shall be delivered as specified in APPENDIX B to the Trust Sale and Servicing Agreement.

1.3

1.4 SECTION SEVERABILITY. If any one or more of the covenants, agreements, provisions or terms of this Agreement shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement or of the Certificates or the rights of the holders thereof

1.5

1.6 SECTION COUNTERPARTS. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

1.7

1.8 SECTION SUCCESSORS AND ASSIGNS. All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the Seller, the Owner Trustee and each Certificateholder and their respective successors and permitted assigns, all as herein provided. Any request, notice, direction, consent, waiver or other instrument or action by a Certificateholder shall bind the successors and assigns of such Certificateholder.

1.9

1.10 SECTION NO PETITION. The Owner Trustee by entering this Trust Agreement and each Certificateholder, by accepting a Certificate (or interest therein) issued hereunder, hereby covenant and agree that they shall not, prior to the day that is one year and one day after the termination of the Trust, acquiesce, petition or otherwise invoke or cause the Seller or the Trust to invoke in any court or government authority for the purpose of commencing or sustaining a case against the Seller or the Trust under any federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Seller or the Trust or any substantial part of its property, or ordering the winding up or liquidation of the affairs of the Seller or the Trust.

1.11

1.12 SECTION NO RECOURSE. Each Certificateholder by accepting a Certificate (or any interest therein) acknowledges that such Person's Certificate (or interest therein) represents beneficial interests in the Trust only and does not represent interests in or obligations of the Seller, the Servicer, the Administrator, the Owner Trustee, the Indenture Trustee or any Affiliate thereof and no recourse, either directly or indirectly, may be had against such parties or their assets, except as may be expressly set forth or contemplated in this Agreement, the Certificates or the Basic Documents. Except as expressly provided in the Basic Documents, none of the Seller, the Servicer or the Owner Trustee in their respective individual capacities, or any of their respective partners, beneficiaries, agents, officers, directors, employees or successors or assigns, shall be personally liable for, or shall recourse be had to any of them for the distribution of any amount with respect to the Certificates or the Trust's performance of, or omission to perform, any obligations or indemnifications contained in the Certificates, this Agreement or the Basic Documents, it being expressly understood that such Certificateholder obligations have been made solely by the Trust. Each Certificateholder by the acceptance of a Certificate (or beneficial interest therein) agrees except as expressly provided in the Basic Documents, in the event of nonpayment of any amounts with respect to the Certificates, it shall have no claim against any of the foregoing Persons for any deficiency, loss or claim therefrom.

1.13

1.14 SECTION HEADINGS. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any

of the terms or provisions hereof.

1.15

1.16 SECTION GOVERNING LAW . THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

1.17

1.18 SECTION [RESERVED]

1.19

1.20 SECTION INDEMNIFICATION BY AND REIMBURSEMENT OF THE SERVICER. The Owner Trustee acknowledges and agrees to reimburse (i) the Servicer and its directors, officers, employees and agents in accordance with SECTION 6.03(B) of the Trust Sale and Servicing Agreement and (ii) the Seller and its directors, officers, employees and agents in accordance with SECTION 3.04 of the Trust Sale and Servicing Agreement. The Owner Trustee further acknowledges and accepts the conditions and limitations with respect to the Servicer's obligation to indemnify, defend and hold the Owner Trustee harmless as set forth in SECTION 6.01(A) (IV) of the Trust Sale and Servicing Agreement.

1.21

1.22

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be duly executed by their respective officers hereunto duly authorized, as of the day and year first above written.

BANKERS TRUST (DELAWARE),
as Owner Trustee

By: _____
Name: Lillian Peros
Title: Attorney-in-Fact

CAPITAL AUTO RECEIVABLES, INC.

By: _____
Name: D. C. Walker
Title: Vice President

EXHIBIT A

NUMBER R- \$ _____

SEE REVERSE FOR CERTAIN DEFINITIONS

THIS CERTIFICATE MAY NOT BE ACQUIRED BY OR FOR THE ACCOUNT OF (i) AN "EMPLOYEE BENEFIT PLAN" (AS DEFINED IN SECTION 3(3) OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED, ("ERISA")) THAT IS SUBJECT TO THE PROVISIONS OF TITLE I OF ERISA, (ii) A PLAN DESCRIBED IN SECTION 4975(e)(1) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, OR (iii) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE PLAN ASSETS BY REASON OF A PLAN'S INVESTMENT IN THE ENTITY. BY ACCEPTING AND HOLDING THIS CERTIFICATE, THE HOLDER HEREOF AND THE CERTIFICATE OWNER SHALL EACH BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT IT IS NOT A BENEFIT PLAN.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON MARCH 11, 1999, HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION FROM REGISTRATION THEREUNDER.

THIS CERTIFICATE IS ALSO SUBJECT TO THE RESTRICTIONS SET FORTH IN THE TRUST AGREEMENT REFERENCED BELOW.

CAPITAL AUTO RECEIVABLES ASSET TRUST 1999-1

6.090 % ASSET BACKED CERTIFICATE

evidencing a fractional undivided interest in the Trust, as defined below, the property of which includes a pool of retail instalment sale contracts secured by new and used automobiles and light trucks and sold to the Trust by Capital Auto Receivables, Inc.

(This Certificate does not represent an interest in or obligation of Capital Auto Receivables, Inc., General Motors Acceptance Corporation or General Motors Corporation or any of their respective affiliates, except to the extent described in the Basic Documents.)

THIS CERTIFIES THAT Capital Auto Receivables, Inc. is the registered owner of a nonassessable, fully-paid, fractional undivided interest in Capital Auto Receivables Asset Trust 1999-1 (the "TRUST") formed by Capital Auto Receivables, Inc., a Delaware corporation.

The Trust was created pursuant to a Trust Agreement, dated as of March 11, 1999 (as amended and supplemented from time to time, the "TRUST AGREEMENT"), between the Seller and Bankers Trust (Delaware), as owner trustee (the "OWNER TRUSTEE"), a summary of certain of the pertinent provisions of which is set

forth below. To the extent not otherwise defined herein, the capitalized terms used herein have the meanings assigned to them in the Trust Agreement.

This Certificate is one of the duly authorized Certificates designated as "6.090% Asset Backed Certificates" (the "CERTIFICATES"). This Certificate is issued under and is subject to the terms, provisions and conditions of the Trust Agreement, the terms of which are incorporated herein by reference and made a part hereof, to which Trust Agreement the holder of this Certificate by virtue of the acceptance hereof assents and by which such holder is bound.

Under the Trust Agreement, there shall be distributed on the 15th day of each month or, if such 15th day is not a Business Day, the next Business Day, commencing on April 15, 1999 (each, a "DISTRIBUTION DATE"), to the person in whose name this Certificate is registered on the related Record Date (as defined below), such Certificateholder's fractional undivided interest in the amount of interest on and distributions in respect of Certificate Balance to be distributed to Certificateholders on such Distribution Date; PROVIDED, HOWEVER, Certificateholders shall not receive payments in respect of the Certificate Balance until all the Notes have been paid (or provided for) in full. The "RECORD DATE," with respect to any Distribution Date, means the last day of the preceding Monthly Period.

The distributions in respect of Certificate Balance and interest on this Certificate are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the Trust with respect to this Certificate shall be applied first to interest due and payable on this Certificate as provided above and then to the unpaid distributions in respect of Certificate Balance of this Certificate.

The holder of this Certificate acknowledges and agrees that its rights to receive distributions in respect of this Certificate are subordinated to the rights of the Noteholders as and to the extent described in the Trust Sale and Servicing Agreement.

It is the intent of the Seller, the Owner Trustee and the Certificateholders that, for purposes of federal income, state and local income and franchise taxes, Michigan single business tax and any other taxes imposed upon, measured by or based upon gross or net income, the Trust shall be treated as either (A) division of the Seller, or any other single Person, and disregarded as a separate entity if all Certificates are owned solely by the Seller or by such single Person, or (B) a partnership if the Certificates are owned by more than one Person. Except as otherwise required by appropriate taxing authorities, the Seller and the other Certificateholders by acceptance of a Certificate agree to treat, and to take no action inconsistent with the treatment of, the Certificates for such tax purposes as interests in such a disregarded entity or partnership as described in the previous sentence.

Each Certificateholder by its acceptance of a Certificate (or an interest

therein) covenants and agrees that such Certificateholder shall not, prior to the date which is one year and one day after the termination of the Trust, acquiesce, petition or otherwise invoke or cause the Seller or the Trustee to invoke the process of any court or governmental authority for the purpose of commencing or sustaining a case against the Seller or the Trustee under any federal or state bankruptcy, insolvency, reorganization or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Seller or the Trustee or any substantial part of its property, or ordering the winding up or liquidation of the affairs of the Seller or the Trustee.

Except as otherwise provided in the Trust Agreement, distributions on this Certificate shall be made as provided in the Trust Agreement by the Owner Trustee by wire transfer or check mailed to the Certificateholder of record in the Certificate Register without the presentation or surrender of this Certificate or the making of any notation hereon. Except as otherwise provided in the Trust Agreement and notwithstanding the above, the final distribution on this Certificate shall be made after due notice by the Owner Trustee of the pendency of such distribution and only upon presentation and surrender of this Certificate at the office maintained for such purpose by the Owner Trustee in the Borough of Manhattan, the City of New York.

Reference is hereby made to the further provisions of this Certificate set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon shall have been executed by an authorized officer of the Owner Trustee by manual signature, this Certificate shall not entitle the holder hereof to any benefit under the Trust Agreement or the Trust Sale and Servicing Agreement or be valid for any purpose.

THIS CERTIFICATE SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

IN WITNESS WHEREOF, the Owner Trustee, on behalf of the Trust and not in its individual capacity, has caused this Certificate to be duly executed.

CAPITAL AUTO RECEIVABLES ASSET TRUST 1999-1

BANKERS TRUST (DELAWARE),
not in its individual capacity but solely as
Owner Trustee

By: _____
Name: Lillian Peros
Title: Attorney-in-Fact

Dated: March 11, 1999

OWNER TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Certificates referred to in the within-mentioned Trust Agreement.

BANKERS TRUST (DELAWARE),
not in its individual
capacity but solely
as Owner Trustee

OR

BANKERS TRUST (DELAWARE),
not in its individual
capacity but solely
as Owner Trustee
by _____,
as Authenticating Agent

By: _____
Name: Lillian Peros
Title: Attorney-in-Fact

By: _____
Name:
Title:

REVERSE OF CERTIFICATE

The Certificates do not represent an obligation of, or an interest in, the Seller, the Servicer, General Motors Corporation, the Indenture Trustee, the Owner Trustee or any affiliates of any of them and no recourse may be had against such parties or their assets, except as may be expressly set forth or contemplated herein or in the Trust Agreement or the Basic Documents. In addition, this Certificate is not guaranteed by any governmental agency or instrumentality and is limited in right of payment to certain collections and recoveries with respect to the Receivables (and certain other amounts), all as more specifically set forth herein and in the Trust Agreement and the Trust Sale and Servicing Agreement. A copy of each of the Trust Sale and Servicing Agreement and the Trust Agreement may be examined during normal business hours at the principal office of the Seller, and at such other places, if any, designated by the Seller, by any Certificateholder upon written request.

The Trust Agreement permits, with certain exceptions therein provided, the amendment thereof and the modification of the rights and obligations of the Seller and the rights of the Certificateholders under the Trust Agreement at any time by the Seller and the Owner Trustee with the consent of the Holders of the Notes evidencing not less than a majority of the Outstanding Amount of the Notes as of the close of the preceding Distribution Date and the consent of Certificateholders whose Certificates evidence not less than a majority of the Voting Interests as of the close of the preceding Distribution Date. Any such

consent by the Holder of this Certificate shall be conclusive and binding on such holder and on all future Holders of this Certificate and of any Certificate issued upon the transfer hereof or in exchange herefor or in lieu hereof whether or not notation of such consent is made upon this Certificate. The Trust Agreement also permits the amendment thereof, in certain circumstances, without the consent of the Holders of any of the Certificates or the Notes.

As provided in the Trust Agreement and subject to certain limitations therein set forth, the transfer of this Certificate is registerable in the Certificate Register upon surrender of this Certificate for registration of transfer at the offices or agencies of the Certificate Registrar maintained by the Owner Trustee in the City of New York, accompanied by a written instrument of transfer in form satisfactory to the Owner Trustee and the Certificate Registrar duly executed by the Holder hereof or such Holder's attorney duly authorized in writing, and thereupon one or more new Certificates of authorized denominations evidencing the same aggregate interest in the Trust will be issued to the designated transferee. The initial Certificate Registrar appointed under the Trust Agreement is Bankers Trust Company, New York, New York.

The Owner Trustee, the Certificate Registrar and any agent of the Owner Trustee or the Certificate Registrar may treat the Person in whose name this Certificate is registered as the owner hereof for all purposes, and none of the Owner Trustee, the Certificate Registrar or any such agent shall be affected by any notice to the contrary.

The obligations and responsibilities created by the Trust Agreement and the Trust created thereby shall terminate in accordance with Article VII of Trust Agreement.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY
OR OTHER IDENTIFYING NUMBER
OF ASSIGNEE

(Please print or type name and address, including postal zip code, of assignee)

the within Certificate, and all rights thereunder, hereby irrevocably
constituting and appointing

said Certificate on the books of the Certificate Registrar, with full power of substitution in the premises.

Dated:

Signature Guaranteed: *

*
_____*

* NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular, without alteration, enlargement or any change whatever. Such signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

EXHIBIT B

CERTIFICATE OF TRUST OF
CAPITAL AUTO RECEIVABLES ASSET TRUST 1999-1

THIS Certificate of Trust of Capital Auto Receivables Asset Trust 1999-1 (the "TRUST") is being duly executed and filed by the undersigned, as trustee, to form a business trust under the Delaware Business Trust Act (12 DEL. C. ss.3801 et Seq.) (the "Act")

1. NAME. The name of the business trust formed hereby is Capital Auto Receivables Asset Trust 1999-1.

2. DELAWARE TRUSTEE. The name and business address of the trustee of the Trust in the State of Delaware are Bankers Trust (Delaware), E.A. Delle Donne Corporate Center, Montgomery Building, 1011 Centre Road, Wilmington, Delaware 19805-1266.

3. This Certificate of Trust shall be effective on March 11, 1999.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Trust in accordance with Section 3811(a) (1) of the Act.

BANKERS TRUST (DELAWARE), not in its individual capacity but solely as Owner Trustee under a Trust Agreement dated as of March 11, 1999

By: _____

Name:

Title: