



TOYOTA MOTOR CREDIT CORPORATION

(a California corporation)

U.S.\$20,000,000,000 Euro Medium-Term Note Program for the issue of Notes with maturities of 1 month or longer

Under this U.S.\$20,000,000,000 Euro Medium-Term Note Program (the "Program"), Toyota Motor Credit Corporation ("TMCC") may from time to time issue Notes (the "Notes") denominated in any currency agreed by TMCC and the relevant Purchaser(s) (as defined below). The Notes will have maturities of 1 month or longer (or such other minimum or maximum maturity as may be allowed or required from time to time by the relevant central bank (or equivalent body (however called)) or any laws or regulations applicable to the relevant currency) and, subject as set out herein, the maximum aggregate principal amount of all Notes from time to time outstanding will not exceed U.S.\$20,000,000,000 (or its equivalent in other currencies) calculated as described herein. As of the date of this Offering Circular, which amends and supersedes the Offering Circular dated September 29, 2004, and any supplements thereto, approximately U.S. \$14,745,341,119 (or its equivalent in other currencies) aggregate principal amount of Notes was outstanding.

Any Notes issued under the Program are issued subject to the provisions set forth herein. This does not affect any Notes issued prior to the date hereof nor any Notes issued after the date hereof and forming a single Series (as defined below) with Notes issued prior to the date hereof.

Toyota Motor Corporation ("TMC"), the ultimate parent company of TMCC, has entered into a credit support agreement governed by Japanese law with Toyota Financial Services Corporation ("TFS"), the holding company which manages and controls various finance subsidiaries of TMC, including TMCC. TFS has, in turn, entered into a credit support agreement with TMCC in respect of issues of Notes by TMCC. Neither of these credit support agreements will provide an unconditional or irrevocable guarantee in respect of payments on the Notes. These credit support agreements are more fully described in "Relationship of TMCC with TFS and TMC".

The Notes will be offered through one or more Dealers specified herein and any additional Dealers appointed under the Program from time to time (each a "Dealer" and together the "Dealers") on a continuing basis. Notes may also be issued to third parties other than Dealers. Dealers and such third parties are referred to as "Purchasers".

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act"), and are Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to U.S. persons (see "Subscription and Sale").

Application has been made to the Financial Services Authority in its capacity as competent authority under the Financial Services and Markets Act 2000 (the "UK Listing Authority") for Notes issued within 12 months of the date of this Offering Circular to be admitted to the official list of the Financial Services Authority (the "Official List") and to the London Stock Exchange plc (the "London Stock Exchange") and for such Notes to be admitted for trading on the London Stock Exchange's Fixed Interest and Gilt Edged Market, which is a regulated market for the purposes of EU Directive 2003/71/EC (the "Prospectus Directive"). Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and any other terms and conditions not contained herein which are applicable to each Tranche (as defined under "Terms and Conditions of the Notes") of Notes will be set out in a final term sheet (each, a "Final Terms") which, with respect to Notes to be listed on the Official List and to be admitted to trading on the London Stock Exchange will be delivered to the London Stock Exchange and the UK Listing Authority before the date of issue of the Notes of such Tranche. This Offering Circular, which together with TMC's Annual Report on Form 20-F for the year ended March 31, 2005, TMC's FY2006 First Quarter Financial Summary, TMCC's Annual Report on Form 10-K for the year ended March 31, 2005, and TMCC's Quarterly Report on Form 10-Q for the quarter ended June 30, 2005 (excluding all information incorporated by reference therein) (the "Reports"), which are incorporated by reference into the Offering Circular comprise a base prospectus (the "Base Prospectus") for the purposes of Article 5.4 of the Prospectus Directive, approved by the UK Listing Authority pursuant to the Prospectus Rules (the "Prospectus Rules") made under the Financial Services and Markets Act 2000 of the United Kingdom (the "FSMA") in relation to Notes listed on the Official List and admitted for trading by the London Stock Exchange and issued during the period of 12 months from the date hereof. Copies of each Final Terms will be delivered to the UK Listing Authority and the London Stock Exchange (in the case of Notes to be admitted to the Official List and admitted for trading by the London Stock Exchange), and will be available from the specified office of each of the Paying Agents (as defined below) named as a paying agent for the Program (but not a paying agent named for a particular Series of Notes) and at www.londonstockexchange.com. The Program provides that Notes may be listed on such other or further stock exchanges as may be agreed between TMCC and the relevant Purchaser(s) in relation to such issue. TMCC may also issue unlisted Notes.

TMCC may agree with any Dealer that Notes may be issued in a form other than that contemplated in "Terms and Conditions of the Notes" herein, in which event (in the case of Notes admitted to the Official List and to trading on the London Stock Exchange only) a Supplementary Prospectus (as defined below), if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.

See "Risk Factors" on page 13 of this Offering Circular, and page 5 of TMCC's Annual Report on Form 10-K for the year ended March 31, 2005 for a discussion of certain factors to be considered in connection with an investment in the Notes.

Arranger

Merrill Lynch International

Dealers

**BNP PARIBAS
Dresdner Kleinwort Wasserstein
Merrill Lynch International
Nomura International**

**Credit Suisse First Boston
JPMorgan
Morgan Stanley
UBS Investment Bank**

TMCC accepts responsibility for the information contained in the Base Prospectus. To the best of the knowledge and belief of TMCC (which has taken all reasonable care to ensure that such is the case) the information contained in the Base Prospectus is in accordance with the facts and contains no omission likely to affect its import.

Each of TFS and TMC accepts responsibility for the information about itself and the credit support agreements described in “Relationship of TMCC with TFS and TMC” on pages 74 to 75 contained in the Base Prospectus. To the best of the knowledge and belief of each of TFS and TMC (which have taken all reasonable care to ensure that such is the case) the information about itself and the credit support agreements described in “Relationship of TMCC with TFS and TMC” on pages 74 to 75 contained in the Base Prospectus is in accordance with the facts and contains no omission likely to affect its import.

Any reference in this document to Base Prospectus means this document and the Reports excluding all other information incorporated by reference. TMCC has confirmed that any information incorporated by reference into the Offering Circular but not the Base Prospectus, has not been and does not need to be included in the Base Prospectus to satisfy the requirements of the FSMA or the Prospectus Rules. TMCC believes that none of the information incorporated herein by reference conflicts in any material respect with the information included in the Base Prospectus.

In connection with the listing of the Notes on the Official List and admission for trading on the London Stock Exchange, TMCC confirms that, if at any time after preparation of the Base Prospectus for submission to the UK Listing Authority and before the commencement of dealings in any Notes following their admission to the Official List:

- (a) there is a significant change affecting any matter contained in the Base Prospectus whose inclusion was required by section 87A of the FSMA or by the Prospectus Rules or by the UK Listing Authority; or
- (b) a significant new matter arises, the inclusion of information in respect of which would have been so required if it had arisen when the Base Prospectus were prepared,

TMCC shall give to Merrill Lynch International, as the Arranger, and the Dealers full information about such change or matter and shall publish a supplementary Prospectus (“Supplementary Prospectus”) as may be required by the UK Listing Authority, and shall otherwise comply with section 81 of the FSMA and the Prospectus Rules in that regard.

The Dealers have not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Dealers as to the accuracy or completeness of the information contained in this Offering Circular or any other information provided by TMCC in connection with the Notes. The Dealers accept no liability in relation to the information contained in this Offering Circular or any other information provided by TMCC in connection with the Notes.

No person has been authorized to give any information or to make any representation not contained in or not consistent with this Offering Circular or any other information supplied in connection with the Notes and, if given or made, such information or representation must not be relied upon as having been authorized by TMCC or any of the Dealers.

Neither this Offering Circular nor any other information supplied in connection with the Notes is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by TMCC or any of the Dealers that any recipient of this Offering Circular or any other information supplied in connection with the Notes, should purchase any of the Notes. Each investor contemplating purchasing any of the Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of TMCC and, if appropriate, TMC and TFS. Neither this Offering Circular nor any other information supplied in connection with the Notes

constitutes an offer or invitation by or on behalf of TMCC or any of the Dealers to any person to purchase any of the Notes.

The delivery of this Offering Circular does not at any time imply that the information contained herein concerning TMCC, TMC or TFS is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Notes is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of TMCC and its subsidiaries or TMC or TFS or their subsidiaries during the life of the Program.

The distribution of this Offering Circular and the offer or sale of the Notes may be restricted by law in certain jurisdictions. Persons into whose possession this Offering Circular or any Notes come must inform themselves about, and observe, any such restrictions. In particular, there are restrictions on the distribution of this Offering Circular and the offer or sale of the Notes in the United States, European Economic Area, United Kingdom, Japan, Switzerland and The Netherlands (see “Subscription and Sale”).

Neither TMCC nor the Dealers represent that this Offering Circular or any other offering material relating to the Program or the Notes issued thereunder may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by TMCC or the Dealers (save for the approval of this Offering Circular as a Base Prospectus by the UK Listing Authority) which would permit a public offering of any Notes or distribution of this Offering Circular in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Offering Circular nor any advertisement or other offering material relating to the Program or the Notes issued thereunder may be distributed or published, in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations and the Dealers have represented and each further Dealer will be required to represent that all offers and sales by them will be made on the same terms.

TMC, TFS and TMCC operate in markets in which it is difficult in certain cases to obtain precise market, economic and industry information. Unless the source is otherwise stated, the market, economic and industry data in this Offering Circular about TMC, TFS and TMCC constitutes TMC’s, TFS’s and TMCC’s estimates respectively, using underlying data from various industry sources where appropriate. Where market, economic and industry data is derived from industry and other independent sources, the publications in which they are contained generally state that the information they contain has been obtained from sources believed to be reliable, but that the accuracy and completeness of such information is not guaranteed.

In this Offering Circular, references to “U.S.\$” and “U.S. dollars” are to United States Dollars, references to “Yen”, “JPY” and “¥” are to Japanese Yen, references to “Sterling” and “£” are to United Kingdom Pounds Sterling and references to “euro” and “€” are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended. References to any other currency or composite currency in any applicable Final Terms will be defined therein.

TMCC’s obligations under any Notes are not directly or indirectly guaranteed by TMC or any of its affiliates.

TMCC and its consolidated subsidiaries are collectively referred to herein as the “Company”.

In connection with the issue of any Tranche of Notes, the Dealer (if any) disclosed as stabilizing manager in the applicable Final Terms (“Stabilizing Manager”) or any person acting for it may over-allot Notes (provided that in the case of any Tranche of Notes to be admitted to trading on the London Stock Exchange, the aggregate principal amount of Notes allotted does not exceed 105 per cent. of the aggregate

principal amount of the relevant Tranche) or effect transactions with a view to supporting the market price of such Notes or other debt securities of TMCC at a level higher than that which might otherwise prevail. However, there is no obligation on the Stabilizing Manager or any person acting for it to do this.

Any stabilization action may begin on or after the date on which adequate public disclosure of the final terms of the offer of the relevant Tranche of Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes.

Such stabilizing, if commenced, shall be in compliance with all relevant laws and regulations.

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DOCUMENTS INCORPORATED BY REFERENCE

Pursuant to the FSMA, in order to obtain a listing on the Official List, TMCC is obliged to prepare a Base Prospectus that contains all information which investors and their professional advisors would reasonably require and reasonably expect to find there, in order to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of TMCC and the rights attaching to the Notes. In determining what information is so required or is so expected, regard may be had to (1) the nature of the Notes and their issuer, (2) the nature of persons likely to consider their acquisition and (3) certain information available to investors or their professional advisors. In order to satisfy this obligation, TMCC is only permitted in certain circumstances to rely upon information incorporated by reference into the documents that constitute a Base Prospectus.

TMCC has determined that this Offering Circular together with the Reports, which are incorporated by reference into the Offering Circular, but excluding all information incorporated therein by reference, comprises a Base Prospectus and satisfies the requirements of the FSMA referred to above. Accordingly, any reference in this Offering Circular to “Base Prospectus” means this Offering Circular together with the Reports, but excluding any information incorporated therein by reference. TMCC has determined that other than the Reports, any such information incorporated by reference, including any such information to which readers of this Offering Circular are expressly referred in the text of the Base Prospectus, does not need to be included in the Base Prospectus to satisfy the requirements of the FSMA referred to above. TMCC believes that none of the information incorporated herein by reference conflicts in any material respect with the information included in the Base Prospectus.

TMCC and TMC are subject to the informational requirements of the United States Securities Exchange Act of 1934, as amended (the “Exchange Act”), and in accordance therewith files reports and other information with the United States Securities and Exchange Commission (the “Commission”). Such reports and other information can be inspected and copied at the public reference facilities maintained by

the Commission at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. Copies of such materials may also be obtained from the website that the Commission maintains at <http://www.sec.gov>.

TMCC and TMC are subject to the ongoing reporting and disclosure requirements of the UK Listing Rules and the UK Disclosure Rules, both made under the FSMA, and in accordance therewith files reports and other information with the UK Listing Authority. All such reports and other information can be inspected at the document viewing facility at the UK Listing Authority at 25 The North Colonnade, London E14 5HS.

The Reports have been filed with the Commission and are made a part of this Offering Circular. All reports filed by TMCC pursuant to Sections 13(a) or 15(d) of the Exchange Act subsequent to the date of this Offering Circular and prior to the termination of the offering of the Notes and all supplements to this Offering Circular circulated from time to time in accordance with the undertaking given by TMCC in the Program Agreement described in “Subscription and Sale” shall be deemed to be incorporated by reference into this Offering Circular and to be a part hereof from the date of filing such documents. Such documents shall not be part of the Base Prospectus, unless submitted by TMCC to the UK Listing Authority as a Supplementary Prospectus.

Any statement contained herein or made a part hereof, or contained in a document all or a portion of which is incorporated or deemed to be incorporated by reference herein, shall be deemed to be modified or superseded for the purposes of this Offering Circular (but not the Base Prospectus unless TMCC submits such information to the UK Listing Authority as a Supplementary Prospectus) to the extent that a statement contained herein (or in any subsequently filed document which is also incorporated or deemed to be incorporated by reference herein) modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Offering Circular.

TMCC will provide, without charge, to each person to whom a copy of this Offering Circular has been delivered, upon the oral or written request of such person, a copy of any or all of the documents which or portions of which are a part of the Base Prospectus or any Supplementary Prospectus filed with the UK Listing Authority or incorporated herein by reference. Requests for such documents should be directed to the principal office in London, England of JPMorgan Chase Bank, N.A., the issuing and principal paying agent for the Notes, at Trinity Tower, 9 Thomas More Street, London E1W 1YT. Such documents can also be found at www.londonstockexchange.com.

GENERAL DESCRIPTION OF THE PROGRAM

Under the Program, TMCC may from time to time issue Notes denominated in any currency (including euro and currency units) and having maturities of 1 month or longer (or such other minimum or maximum maturity as may be allowed or required from time to time by the relevant central bank (or equivalent body (however called)) or any laws or regulations applicable to the relevant currency). A summary of the terms and conditions of the Program and the Notes appears on pages 8 to 12. The applicable terms of any Notes will be agreed between TMCC and the relevant Purchaser(s) prior to the issue of the Notes and will be set out in the Terms and Conditions of the Notes attached to, incorporated by reference into, or endorsed on, the Notes as modified and supplemented by the applicable Final Terms attached to, or endorsed on, such Notes, as more fully described under “Form of the Notes”.

Subject as set out herein, this Offering Circular and any supplement hereto will only be valid for listing Notes on the Official List and admitted for trading on the London Stock Exchange and other relevant stock exchanges during the period of 12 months from the date of this Offering Circular in an aggregate principal amount which, when added to the aggregate principal amount then outstanding of all Notes previously or simultaneously issued under this Program (including unlisted Notes), does not exceed U.S.\$20,000,000,000 or its equivalent in other currencies. For the purpose of calculating the U.S. dollar equivalent of the aggregate principal amount of Notes issued under the Program from time to time:

- (a) the U.S. dollar equivalent of Notes denominated in a Specified Currency (as defined under “Form of the Notes”) other than U.S. Dollars shall be determined by the Agent (as defined under “Form of the Notes”) as of 2:30 p.m. London time on the Issue Date for such Notes (as defined under “Form of the Notes”) by reference to the spot rate displayed on a page on the Reuters Monitor Money Rates Service or Dow Jones Markets Limited or such other service as is agreed between the Agent and TMCC from time to time;
- (b) the U.S. dollar equivalent of Dual Currency Notes and Index Linked Notes (each as defined under “Form of the Notes”) shall be determined in the manner specified above by reference to the original principal amount of such Notes;
- (c) the U.S. dollar equivalent of Zero Coupon Notes (as defined under “Form of the Notes”) and other Notes issued at a discount shall be calculated in the manner specified above by reference to the net proceeds received by TMCC for the relevant issue; and
- (d) the U.S. dollar equivalent of Partly Paid Notes (as defined under “Form of the Notes”) shall be the principal amount regardless of the amount paid up on such Notes.

The aggregate principal amount of Notes outstanding at any time under the Program is subject to, and will be limited by, the then existing grant of authority by the Executive Committee of the Board of Directors of TMCC. The grant of authority existing from time to time may permit TMCC to issue and have outstanding more than U.S.\$20,000,000,000 aggregate principal amount of Notes outstanding at any time under this Program.

SUMMARY OF TERMS AND CONDITIONS OF THE PROGRAM AND THE NOTES

The following summary does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Offering Circular and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. Words and expressions defined in “Form of the Notes” and “Terms and Conditions of the Notes” below shall have the same meanings in this summary.

This summary must be read as an introduction to this Base Prospectus (excluding all information incorporated by reference other than the Reports and any information included in any Supplementary Prospectus) and the Offering Circular of which it forms part and any decision to invest in the Notes should be based on a consideration of this Base Prospectus (excluding all information incorporated by reference other than the Reports and any information included in any Supplementary Prospectus) and the Offering Circular of which it forms part as a whole. No civil liability attaches to any of TMC, TFS and TMCC (as applicable) solely on the basis of the summary, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus (excluding all information incorporated by reference other than the Reports and any information included in any Supplementary Prospectus) and the Offering Circular of which it forms part. Where a claim relating to the information contained in this Base Prospectus (excluding all information incorporated by reference other than the Reports and any information included in any Supplementary Prospectus) and the Offering Circular of which it forms part is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating this Base Prospectus (excluding all information incorporated by reference other than the Reports and any information included in any Supplementary Prospectus) and the Offering Circular of which it forms part before the legal proceedings are initiated.

Issuer: Toyota Motor Credit Corporation.

TMC: Toyota Motor Corporation.

TFS: Toyota Financial Services Corporation.

Description: Euro Medium-Term Note Program.

Arranger: Merrill Lynch International.

Dealers: BNP Paribas
Credit Suisse First Boston (Europe) Limited
Dresdner Bank Aktiengesellschaft
Merrill Lynch International
J.P. Morgan Securities Ltd.
Morgan Stanley & Co. International Limited
Nomura International plc
UBS Limited

Notes may also be issued to additional persons appointed as Dealers and to third party purchasers other than Dealers.

Certain Restrictions: Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see “Subscription and Sale”) including the following restrictions applicable at the date of this Offering Circular.

Notes With a Maturity of Less Than One Year: Notes issued with a maturity of less than one year will, if the proceeds of the issue are accepted in the United Kingdom, constitute deposits for the purposes of the prohibition on regulated activities contained in

section 19 of the Financial Services and Markets Act 2000 of the United Kingdom unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent in any other currency (see “Subscription and Sale”).

Issuing and Principal Paying Agent and Agent Bank:

JPMorgan Chase Bank, N.A.

Amount:

Up to U.S.\$20,000,000,000 (or its equivalent in other currencies calculated as described herein) outstanding at any time. TMCC will have the option at any time to increase the aggregate principal amount of the Program in accordance with the terms of the Fifth Amended and Restated Program Agreement dated September 30, 2005 (the “Program Agreement”).

Distribution:

Notes may be distributed by way of private, public or syndicated placement.

Currencies:

Such currencies as may be agreed between TMCC and the relevant Purchasers, including, without limitation, Australian Dollars, Canadian Dollars, Czech Koruna, Danish Kroner, euro, Hong Kong Dollars, Japanese Yen, Mexican Pesos, New Zealand Dollars, Norwegian Kroner, Pounds Sterling, Singapore Dollars, South African Rand, Swedish Kronor, Swiss Francs and U.S. Dollars (as indicated in the applicable Final Terms).

Maturities:

Any maturity of 1 month or longer, as indicated in the applicable Final Terms (or such other minimum or maximum maturity as may be allowed or required from time to time by the relevant central bank (or equivalent body (however called)) or any laws or regulations applicable to the relevant Specified Currency).

Issue Price:

Notes may be issued on a fully paid or a partly paid basis and at an issue price which is equal to, less than, or more than their principal amount.

Form of Notes:

Each Tranche of Notes will initially be represented by one or more temporary global Notes, which will be deposited on the relevant Issue Date with a common depositary on behalf of Euroclear Bank S.A./N.V., as operator of the Euroclear System (“Euroclear”) and Clearstream Banking, société anonyme (“Clearstream, Luxembourg”), and/or any other agreed clearing system capable of complying with the certification requirements set forth in the temporary global Note, and which will be exchangeable for one or more permanent global Notes and/or definitive Notes (at the option of TMCC and as otherwise indicated in the applicable Final Terms) not earlier than 40 days after completion of the distribution of the relevant Tranche, provided that certification of non-U.S. beneficial ownership has been obtained. Unless specified otherwise in the applicable Final Terms, a permanent global Note may be exchanged in whole, but not in part, by holders of Notes (“Noteholders”) for definitive Notes. The exchange of global Notes for definitive Notes may require notice from the Noteholders to the Agent or the payment of costs as described under “Terms and Conditions of the Notes”. Any interest in a temporary or permanent global Note will be transferable only in accordance with the rules and procedures for the time being of

Euroclear or Clearstream, Luxembourg, as appropriate, or any other agreed clearance system capable of complying with the certification requirements set forth in the temporary global Note.

Fixed Rate Notes:

Fixed rate interest will be payable in arrears on such date or dates as may be agreed between TMCC and the relevant Purchaser(s) (as indicated in the applicable Final Terms) and on redemption, and will be calculated on the basis of the Fixed Day Count Fraction or such other Day Count Fraction as may be agreed between TMCC and the relevant Purchaser(s) and indicated in the applicable Final Terms.

Floating Rate Notes:

Floating rate interest will be payable in arrears on such date or dates as may be agreed between TMCC and the relevant Purchaser(s) (as indicated in the applicable Final Terms) and on redemption.

Floating Rate Notes will bear interest at a rate determined either:

- (i) on the same basis as the floating amounts under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the ISDA Definitions (as defined in Condition 4(b)(i) under “Terms and Conditions of the Notes”);
- (ii) on the basis of a reference rate appearing on an agreed screen page of a commercial quotation service; or
- (iii) on such other basis as may be agreed between TMCC and the relevant Purchaser(s) (as indicated in the applicable Final Terms).

The Margin (if any) relating to such floating rate will be agreed between TMCC and the relevant Purchaser(s) for each issue of Floating Rate Notes.

Dual Currency Notes:

Payments (whether with respect to principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as TMCC and the relevant Purchaser(s) may agree (as indicated in the applicable Final Terms).

Index Linked Notes:

Payments of principal and/or interest with respect to Index Linked Notes will be calculated by reference to such index and/or formula or to changes in the prices of securities or commodities or to such other factors as TMCC and the relevant Purchaser(s) may agree (as indicated in the applicable Final Terms).

Other Provisions relating to Floating Rate Notes and Index Linked Interest Notes:

Floating Rate Notes and Index Linked Interest Notes may also have a maximum interest rate, a minimum interest rate or both. Interest on Floating Rate Notes and Index Linked Interest Notes in respect of each Interest Period, as agreed prior to issue by TMCC and the relevant Purchaser(s) will be payable in arrears on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between TMCC and the relevant Purchaser(s) (as indicated in the applicable Final Terms).

Zero Coupon Notes:

Zero Coupon Notes may be offered and sold at a discount to their face amount and will not bear interest except in the case of any late

payment as provided in Condition 4 under “Terms and Conditions of the Notes” (the “Conditions”).

Redemption:

The Final Terms relating to each Tranche of Notes will indicate either that the Notes of such Tranche cannot be redeemed prior to their stated maturity (other than in specified installments (see below), where applicable, or for taxation reasons or following an Event of Default) or that such Notes will be redeemable prior to such stated maturity at the option of TMCC upon giving not more than 60 nor less than 30 days irrevocable notice (or such other notice period (if any) as is indicated in the applicable Final Terms) to the Noteholders, on a date or dates specified prior to such stated maturity and at a price or prices and on such terms as are indicated in the applicable Final Terms. Unless otherwise specified in the applicable Final Terms, the Notes will not be subject to redemption at the option of the Noteholders. The Final Terms may provide that the Notes may be repayable in two or more installments of such amounts and on such dates as indicated in the applicable Final Terms.

Redenomination

If the Specified Currency of an issue of Notes is a currency of one of the member states of the European Union which has not adopted the euro, TMCC may redenominate such Notes from the Specified Currency to euro as referenced in Condition 17 (see “Terms and Conditions of the Notes”) or as otherwise specified in the applicable Final Terms.

Denomination of Notes

Such denominations as may be agreed between TMCC and the relevant Purchaser(s) and indicated in the applicable Final Terms (except that the minimum denomination of each Note will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body (however called)) or any laws or regulations applicable to the relevant Specified Currency). Notes issued with a maturity of less than one year from their date of issue may be subject to restrictions on their denomination and distribution. (See “Notes With a Maturity of Less Than One Year” above.)

Size of Issue:

Such aggregate principal or nominal amount as may be agreed between TMCC and the relevant Purchaser(s) and indicated in the applicable Final Terms.

Taxation:

All payments in respect of the Notes will be made without withholding or deduction for or on account of any taxes or other charges imposed by any governmental authority or agency in the United States, except as provided in Condition 9 (see “Terms and Conditions of the Notes”).

Status of the Notes:

The Notes will be unsecured general obligations of TMCC and will rank *pari passu* with all other unsecured and unsubordinated indebtedness for borrowed money of TMCC from time to time outstanding, subject to the provisions of Condition 2 (see “Terms and Conditions of the Notes”).

Credit Support Agreements:

Holders of the Notes, Receipts and Coupons have the benefits of certain credit support agreements governed by Japanese law, one between TMC and TFS dated July 14, 2000, and the other between TFS and TMCC dated October 1, 2000. These credit support

agreements are more fully described in “Relationship of TMCC with TFS and TMC.”

Negative Pledge:

With certain exceptions, TMCC will not pledge or otherwise subject to lien any of its property or assets unless the Notes are equally and ratably secured by such lien with all other obligations secured thereby as provided by Condition 10 (see “Terms and Conditions of the Notes”).

Governing Law:

The Notes will be governed by, and construed in accordance with, the laws of the State of New York, United States of America, applicable to agreements made and to be performed wholly within such jurisdiction.

Selling Restrictions:

United States, European Economic Area (including the United Kingdom and the Netherlands), Japan, Switzerland and such other restrictions as may be required in connection with a particular issue of Notes (see “Subscription and Sale”).

RISK FACTORS

Each of TMCC, TFS and TMC believes that the following factors may affect its ability to fulfil its obligations under Notes issued under the Program or its obligations under the credit support agreements. All of these factors are contingencies which may or may not occur and none of TMCC, TFS or TMC is in a position to express a view on the likelihood of any such contingency occurring.

In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Program are also described below.

Each of TMCC, TFS and TMC believes that the factors described below represent the material risks inherent in investing in Notes issued under the Program, but the inability of TMCC, TFS or TMC to pay interest, principal or other amounts on or in connection with any Notes or to perform the obligations under the credit support agreements may occur for other reasons. Prospective investors should also read the detailed information set out elsewhere in this Offering Circular and reach their own views prior to making any investment decision.

Risk Factors of TMCC

In addition to the risk factors referenced below, please refer to the discussion of Risk Factors beginning on page 5 of TMCC's Annual Report on Form 10-K for the year ended March 31, 2005, which is incorporated by reference into this document.

Residual Value Risk

Residual value risk is the risk that the estimated residual value at lease origination will not be recoverable. When the market value of a leased vehicle at contract maturity is less than its contractual residual value, there is a higher probability that the vehicle will be returned to the Company. A higher rate of vehicle returns exposes the Company to greater risk of loss at lease termination. Refer to the "Results of Operations—Residual Value Risk" section of Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") in TMCC's Annual Report on Form 10-K for the year ended March 31, 2005, which is incorporated by reference into this document for further discussion regarding the Company's exposure to this risk.

Credit Risk

The Company is exposed to credit risk on its earning assets. Credit risk is the risk of loss arising from the failure by the customer or dealer to meet the terms of any contract with the Company or otherwise fail to perform as agreed. The Company's level of credit risk on its retail and lease portfolio is influenced primarily by two factors: the total number of contracts that default and the amount of loss per occurrence, net of recoveries which in turn are influenced by various economic factors, the used vehicle market, purchase quality mix, contract term length, and operational changes. Refer to the "Results of Operations—Credit Risk" section of the MD&A in TMCC's Annual Report on Form 10-K for the year ended March 31, 2005, which is incorporated by reference into this document for further discussion regarding the Company's exposure to this risk.

Liquidity Risk

Liquidity risk is the risk arising from the inability to meet obligations when they come due in a timely manner. The Company's liquidity strategy is to maintain the capacity to fund the acquisition of assets and repay liabilities in a timely and cost-effective manner under adverse market conditions. Refer to the "Liquidity and Capital Resources" section of the MD&A in TMCC's Annual Report on Form 10-K for the year ended March 31, 2005, which is incorporated by reference into this document for further discussion regarding the Company's exposure to this risk.

Market Risk

Market risk is the risk that changes in market interest rates or prices will negatively affect the Company's income, capital and market value. Policies governing market risk exposure are established and periodically reviewed by the Company's senior management as conditions warrant. The Company uses derivative instruments, along with other tools and strategies, to manage its market risk. The Company has established procedures to ensure that the Company's risk management, including its use of derivatives, is in accordance with the Company's policy framework. Refer to Item 7A., "Quantitative and Qualitative Disclosures About Market Risk" in TMCC's Annual Report on Form 10-K for the year ended March 31, 2005, which is incorporated by reference into this document for further discussion regarding the Company's exposure to this risk.

Operational Risk

Operational risk is the risk of loss resulting from, among other factors, inadequate or failed processes, systems or internal controls, theft, fraud, or natural disaster. Operational risk can occur in many forms including, but not limited to, errors, business interruptions, failures of control, inappropriate behaviour of or misconduct by the Company's employees or those contracted to perform services for the Company, and vendors that do not perform in accordance with their contractual agreements. These events can potentially result in financial losses or other damages to the Company, including damage to the Company's reputation.

The Company relies on internal and external information and technological systems to manage the Company's operations and is exposed to risk of loss resulting from breaches in the security, or other failures of these systems. Additionally, the replacement of the Company's major legacy transaction systems and the migration of the Company's data center could have a significant impact on its ability to conduct its core business operations and increase the Company's risk of loss resulting from disruptions of normal operating processes and procedures that may occur during the implementation of new information and transaction systems.

In order to monitor and manage operational risk, the Company maintains a framework of internal controls designed to provide a sound and well-controlled operational environment. However, during fiscal 2005, the Company discovered certain material weaknesses in its internal controls that resulted in the restatement of the Company's financial statements in the second quarter of fiscal 2005 and a cumulative adjustment in the third quarter of fiscal 2005. These matters are more fully discussed in the Company's quarterly reports on Form 10-Q for the periods ended September 30, 2004 and December 31, 2004, respectively. The Company will continue to evaluate the effectiveness of its internal controls over financial reporting on an ongoing basis. However, due to the complexity of the Company's business, the existence of material weaknesses along with the final determination regarding the effectiveness of steps taken to remediate material weaknesses in its internal controls and procedures, and the challenges inherent in implementing control structures across global organizations, new problems could be identified in the future, and management can provide no assurance that these problems will not have a material effect on the Company's operations.

The Company strives to maintain appropriate levels of operational risk relative to its business strategies, competitive and regulatory environment, and markets in which it operates. The Company also maintains appropriate levels of insurance coverage for those operating risks that can be mitigated through the purchase of insurance. Notwithstanding these control measures and insurance coverages, the Company remains exposed to operational risk. However, while the Company's approach to operational risk management is intended to mitigate such losses, management can provide no assurance that these problems will not have a material effect on the Company's operations.

Regulatory Risk

Regulatory risk is the risk arising from the failure to comply with applicable regulatory requirements and the risk of liability and other costs imposed under various laws and regulations, including changes in legislation and new regulatory requirements. Refer to the “Regulatory Environment” section of the Business section in TMCC’s Annual Report on Form 10-K for the year ended March 31, 2005, which is incorporated by reference into this document for further discussion of the Company’s exposure to this risk.

Counterparty Credit Risk

Counterparty credit risk is the risk that a counterparty may fail to perform on its contractual obligations in a derivatives contract. Refer to Item 7A, “Quantitative and Qualitative Disclosures About Market Risk” in TMCC’s Annual Report on Form 10-K for the year ended March 31, 2005, which is incorporated by reference into this document for further discussion regarding the Company’s exposure to this risk.

Sales of Toyota and Lexus Vehicles

The Company’s business is substantially dependent upon the sale of Toyota and Lexus vehicles and its ability to offer competitive financing in the U.S. Toyota Motor Sales, U.S.A., Inc. (“TMS”), an affiliate of the Company, is the primary distributor of Toyota and Lexus vehicles in the U.S. TMS also sponsors special rate retail financing and lease (“subvention”) programs offered by the Company in the U.S. on certain new and used Toyota and Lexus vehicles. The level of subvention varies based on TMS’s marketing strategies, economic conditions, and volume of vehicle sales. Changes in the volume of sales of such vehicles resulting from governmental action, changes in consumer demand, changes in the level of TMS sponsored subvention programs, increased competition, or changes in pricing of imported units due to currency fluctuations or other events, could impact the level of finance and insurance operations of the Company. To date, the level of sales of Toyota and Lexus vehicles has not restricted the Company’s operations.

Factors Affecting Earnings Growth

The Company’s ability to continue to maintain its earnings growth is subject to a variety of factors, including changes in the overall market for retail financing, leasing or dealer financing, changes in the level of sales of Toyota and Lexus vehicles in the U.S., rates of growth in the number and average balance of customer accounts, the U.S. regulatory environment, competition, rates of default by its customers, changes in the U.S. and international funding markets, the used vehicle market, levels of operating and administrative expenses including, but not limited to, personnel costs and technology costs, general economic conditions in the U.S. and other factors.

Competition

The Company operates in a highly competitive environment and competes with other financial institutions including national and regional commercial banks, savings and loan associations, credit unions, finance companies and, to a lesser extent, other automobile manufacturers’ affiliated finance companies, for retail financing and leasing. The Company competes with national and regional commercial banks and other automobile manufacturers’ affiliated finance companies for dealer financing. No single competitor is dominant in the industry. Competition for the principal products and services provided through the insurance operations is primarily from national and regional independent service contract providers. Increases in competitive pressures could have an adverse impact on the Company’s contract volume, market share, revenues and margins. Refer to the “Competition” section of the Business section in TMCC’s Annual Report on Form 10-K for the year ended March 31, 2005, which is incorporated by reference into this document for further discussion of the competitive factors affecting the Company’s business.

Concentration of Customer Risk

The Company is exposed to customer concentration risk in certain states, as well as in the aggregation of the outstanding receivable balances of its 25 largest customers. Factors adversely affecting the economy in these states or any of its large vehicle and industrial equipment dealer receivables could have an adverse effect on the Company's consolidated financial position or results of operations.

Credit Support

The Company's credit ratings depend, in part, on the existence of the credit support arrangements between the Company and TFS and TFS and TMC discussed in the "Relationship of the Company with TFS and TMC". Should the Company for any reason not have the benefit of these arrangements (or replacement arrangements acceptable to the rating agencies), the Company would expect that its credit ratings would be substantially less than its current ratings, leading to higher borrowing costs. However, the Company believes that the credit support arrangements will continue to be available.

Insurance Reserves

The Company's insurance subsidiary is subject to the risk of loss if its reserves for unearned premium and service revenues on unexpired policies and contracts in-force are not sufficient. The risk associated with using historical loss experience as a basis for establishing earnings factors used to recognize revenue over the term of the contract or policy is that the timing of revenue recognition will materially vary from the actual loss development. The Company's insurance subsidiary is also subject to the risk of loss if its reserves for reported losses, losses incurred but not reported and loss adjustment expenses are not sufficient. The risk associated with the projection of future loss payments is the assumption that historical loss development patterns will reasonably predict loss development patterns on existing agreements in force. Management mitigates the risks associated with the use of such estimates by using credentialed actuaries to evaluate the adequacy of its reserves, by periodically reviewing the methods used for making such estimates and by having experienced claims personnel actively manage the claim settlement process. Because the reserve establishment process is an estimate, actual losses may vary from amounts established in earlier periods

Reinsurance Risk

Reinsurance risk is the risk that a reinsurer providing excess of loss reinsurance coverage to the Company's insurance subsidiary will be unable to meet its obligations under the agreement. The Company mitigates this risk by holding letters of credit on behalf of the reinsurers which are available to the Company as collateral for reinsurance balances. In addition, the Company monitors the financial condition of its reinsurers and does not believe that it is exposed to any material credit risk.

Risk of Catastrophe

The Company's business is exposed to the risk of catastrophes, including natural events, such as hurricanes, tornados, earthquakes and fires, and other events, such as explosions, terrorist attacks and riots. The incidence and severity of catastrophes, including severe weather conditions are inherently unpredictable.

The recent natural disaster caused by Hurricane Katrina in August 2005 will likely affect consumer spending in the vicinity of the disaster and could affect consumer spending in the U.S. as a whole. Hurricane Katrina has also led to higher fuel and energy prices and it is uncertain whether these price increases will continue and how long these prices will remain at elevated levels.

As a result of Hurricane Katrina, vehicles leased or financed by the Company may have been damaged in certain parts of Alabama, Louisiana and Mississippi. The Company cannot yet quantify the impact on its

customers or the dealers serviced by the Company in the areas impacted and confirmation of specific damage or coverage is not yet available. The terms of the Company's retail financing and lease programs require customers to maintain physical damage insurance covering loss or damage to the vehicle in an amount not less than the full value of the vehicle. However, TMCC currently does not monitor ongoing insurance compliance in those states affected by Hurricane Katrina. TMCC monitors ongoing insurance compliance on leased vehicles only in states which impose vicarious liability. The Company has offered 90-day payment extensions in the impacted region for retail and lease customers and dealers receiving wholesale financing.

The Company continues to assess the impact of Hurricane Katrina on its operations. However, management does not currently anticipate that the impact will have a material adverse effect on the Company's financial condition.

Risk Factors of TFS

Business Risk

Business risk is the risk that businesses are not able to cover their ongoing expenses with ongoing income subsequent to the event of a major market contraction. TFS's business, through its financial subsidiaries (including TMCC) and affiliates, is substantially dependent upon the sale of Toyota and Lexus vehicles and its ability to offer competitive financing. Changes in the volume of sales of such vehicles resulting from governmental action, changes in consumer demand, changes in the level of sponsored subvention programs, increased competition or other events, could impact the performance of TFS's business.

Other Risks

Credit risk

Credit risk is the risk of loss arising from the failure of a customer or dealer to meet the terms of any contract with TFS or otherwise fail to perform as agreed.

Liquidity risk

Liquidity risk is the risk arising from the inability to meet obligations when they come due in a timely manner. TFS's liquidity strategy is to maintain the capacity to fund assets and repay liabilities in a timely and cost-effective manner under adverse market conditions.

Market risk

Market risk is the risk of loss arising from adverse changes in interest rates, foreign currency exchange rates, equity prices and other relevant market parameters. These changes will negatively affect TFS's income, capital and market value.

Operational risk

Operational risk is the risk of loss resulting from inadequate or failed internal processes, human behaviour such as theft or fraud and systems failure, or the failure from external events such as national disaster.

Country Risk

Country risk is the risk that a currency cannot be exchanged for other currency in a country, that funds in foreign currencies cannot be transferred out of a country or that foreign exchange rate would be

fluctuated drastically as a result of the action of the authorities in the country or because the transfer is impeded by other events such as civil war and embargoes.

Counterparty credit risk

Counterparty credit risk is the risk that a counterparty may fail to perform on its contractual obligations in a derivative contract.

Residual value risk

Residual value risk is the risk that the estimated residual value at lease origination will not be recoverable at the end of the lease term.

There is a possibility that TFS' risk management policies and procedures may not be entirely effective in managing the risks. The failure to adequately manage the risks may adversely affect TFS' financial conditions and results of operations.

Competition

The worldwide financial services industry is highly competitive. Competitors of TFS's financial subsidiaries and affiliates include commercial banks and other financial institutions. Intense competition in respect of interest rates in financing and leasing may adversely affect their financial conditions and results of operations.

Non-Sales and Finance Businesses

TFS, through its financial subsidiaries and affiliates, engages in a wide range of businesses other than auto sales and finance through its group companies. For example, with the aim of servicing Toyota customers better, Toyota Finance Corporation, a subsidiary of TFS, commenced a credit card business and Toyota Financial Services Securities Corporation was incorporated by TFS to market mutual funds and other products to primarily Toyota customers. Such group companies face fierce competition from established companies. Fierce competition may have an adverse affect on TFS's financial conditions and results of operations.

Failure of Computer System

TFS including its financial subsidiaries and affiliates heavily rely on their computer system in conducting their sales and finance services. Failure or disruption in existing computer systems or arising from the adoption of new computer systems may adversely affect the performance of their business.

Regulation

TFS's group companies include subsidiaries engaged in the financial services business in global markets. They are subject to regulatory requirements such as capital adequacy or other capital controls. Changes in such regulatory requirements may adversely affect the performance of their business.

Legal Proceedings

TFS including its financial subsidiaries and affiliates are and may be subject to various legal actions, governmental proceedings and other claims arising in the ordinary course of business. A negative outcome in one or more of these legal proceedings may adversely affect their financial conditions or results of operations.

Credit Support

TMCC's credit ratings depend, in part, on the existence of the credit support arrangements between TMCC and TFS, and TFS and TMC, as discussed in the "Relationship of TMCC with TFS and TMC". If TMCC for any reason does not have the benefit of these arrangements (or replacement arrangements acceptable to the rating agencies), TMCC would expect its credit ratings to be substantially less than its current ratings, leading to higher borrowing costs.

If (i) TMCC or other financial subsidiaries of TFS receiving the benefit of the credit support arrangements (which are equivalent to the credit support arrangements described herein) run short of cash or liquid assets to meet their payment obligation on any securities issued by them and have no unused commitments available under their credit facilities with lenders other than TFS and TFS makes available to the relevant financial subsidiary, funds sufficient to enable it pay such payment obligation in full as they fall due, or (ii) a holder of securities issued by TMCC or other financial subsidiaries of TFS claim against TFS to perform any of the obligations of TFS under the credit support arrangements and TFS indemnifies such holder against any loss or damage arising out of or as a result of the failure to perform any of its obligations under the credit support arrangements, the financial conditions of TFS may be adversely affected. However, TFS has the benefit of the Basic Agreement, under which, in summary, TMC has agreed (i) to cause TFS and TFS's subsidiaries to have a consolidated tangible net worth of at least JPY10,000,000 so long as securities issued by TFS or its subsidiaries (including by TMCC) are outstanding; and (ii) that if TFS at any time determines it is unable to meet its payment obligations in respect of any securities issued by TFS or its subsidiaries (including by TMCC) or under any credit support agreements, TMC will make available to TFS, funds sufficient to enable it to meet such payment obligations. For a full description of the Basic Agreement, see "Relationship of TMCC with TFS and TMC" below. For risk factors concerning TMC, see "Risk Factors of TMC" below.

Risk Factors of TMC

Unless otherwise specified in this section, "Toyota" means TMC and its consolidated subsidiaries.

Industry and Business Risks

The worldwide automobile market is highly competitive.

The worldwide automotive market is highly competitive. Toyota faces strong competition from automobile manufacturers in the respective markets in which it operates. Competition is likely to further intensify in light of continuing globalization and consolidation in the worldwide automotive industry. Factors affecting competition include product quality and features, innovation and development time, pricing, reliability, safety, fuel economy, customer service and financing terms. Increased competition may lead to lower vehicle unit sales and increased inventory, which may result in a further downward price pressure and adversely affect Toyota's financial conditions and results of operations. Toyota's ability to maintain its competitiveness will be fundamental to its future success in existing and new markets and its market share. There can be no assurances that Toyota will be able to compete successfully in the future.

The worldwide automobile industry is highly volatile.

The markets in which Toyota competes have been subject to considerable volatility in demand in each market. Demand for automobile sales depends to a large extent on general, social, political and economic conditions in a given market and the introduction of new vehicles and technologies. As Toyota's revenues are derived from sales in markets worldwide such as Japan, North America and Europe, economic conditions in these countries and regions are particularly important to Toyota. Demand may also be affected by factors directly impacting automobile price or the cost of purchasing and operating automobiles such as sales and financing incentives, prices of raw materials and parts and components, cost

of fuel and governmental regulations (including tariffs, import regulation and other taxes). Volatility in demand may lead to lower vehicle unit sales and increased inventory, which may result in a further downward price pressure and adversely affect Toyota's financial conditions and results of operations.

Toyota's future success depends on its ability to offer innovative new, price competitive products that meet and satisfy customer demand on a timely basis.

Meeting and satisfying customer demand with attractive new vehicles and reducing product development times are critical elements to the success of automobile manufacturers. The timely introduction of new vehicle models, at competitive prices, meeting rapidly changing customer preferences and demands is fundamental to Toyota's success. There is no assurance that Toyota may adequately perceive and identify changing customer preferences and demands with respect to quality, styling, reliability, safety and other features in a timely manner. Even if Toyota succeeds in perceiving and identifying customer preferences and demands, there is no assurance that Toyota will be capable of developing and manufacturing new, price competitive products in a timely manner with its available technology, intellectual property, sources of raw materials and parts and components (including the procurement thereof), production capacity and other factors affecting its productivity. Further, there is no assurance that Toyota will be able to implement capital expenditures at the level and times planned by management. Toyota's inability to develop and offer products that meet customer demand in a timely manner can result in a lower market share and reduced sales volumes and margins, and may adversely affect Toyota's financial conditions and results of operations.

Toyota's ability to market and distribute effectively, and Toyota's maintenance of brand image, are integral parts of Toyota's successful sales.

Toyota's success in the sale of automobiles depends on its ability to market and distribute effectively based on distribution networks and sales techniques catered to its customers as well as its ability to maintain and further cultivate its brand image across the markets in which it operates. There is no assurance that Toyota will be able to develop sales techniques and distribution networks that effectively adapt to customer preferences or changes in the regulatory environment in the major markets in which it operates. Nor is there assurance that Toyota will be able to cultivate and protect its brand image. Toyota's inability to maintain well developed sales techniques and distribution networks or brand image may result in decreased sales and market share and may adversely affect its financial conditions and results of operations.

The worldwide financial services industry is highly competitive.

The worldwide financial services industry is highly competitive. The market for automobile financing has grown as more consumers are financing their purchases, primarily in North America and Europe. Increased competition in automobile financing may lead to decreased margins. A decline in Toyota's vehicle unit sales, an increase in residual value risk due to lower used vehicle prices and increased funding costs are factors which may impact Toyota's financial services operations. A negative impact on Toyota's financial services operations may adversely affect its financial conditions and results of operations.

Political, Regulatory and Economic Risks

Toyota's operations are subject to currency and interest rate fluctuations.

Toyota is sensitive to fluctuations in foreign currency exchange rates and is principally exposed to fluctuations in the value of the Japanese yen, the U.S. dollar and the euro and, to a lesser extent, the Australian dollar and the British pound. Toyota's consolidated financial statements, which are presented in Japanese yen, are affected by foreign currency exchange fluctuations through both translation risk and transaction risk. Changes in foreign currency exchange rates may affect Toyota's pricing of products sold

and materials purchased in foreign currencies. In particular, a strengthening of the Japanese yen against the U.S. dollar can have a material adverse effect on Toyota's operating results. Toyota believes that its use of certain derivative financial instruments and increased localized production of its products have reduced, but not eliminated, the effects of interest rate and foreign currency exchange rate fluctuations, which in some years can be significant. Nonetheless, a negative impact resulting from fluctuations in foreign currency exchange rates and changes in interest rates may adversely affect Toyota's financial conditions and results of operations. For a further discussion of currency and interest rate fluctuations and the use of derivative financial instruments, please see "Operating and Financial Review and Prospects—Operating Results—Overview—Currency Fluctuations," "Quantitative and Qualitative Disclosures About Market Risk," and notes 20 and 21 to Toyota's consolidated financial statements of the TMC's Annual Report on Form 20-F incorporated by reference.

The automotive industry is subject to various governmental regulations and legal proceedings.

The worldwide automotive industry is subject to various governmental laws and regulations including those related to vehicle safety and environmental matters such as emission levels, fuel economy, noise and pollution. Many governments also regulate local content, impose tariffs and other trade barriers, taxes and levies, and enact price or exchange controls. Toyota has incurred, and expects to incur in the future, significant costs in complying with these regulations. New legislation or changes in existing legislation may also subject Toyota to additional expense in the future. Toyota is also subject to a number of pending legal proceedings. A negative outcome in one or more of these pending legal proceedings could adversely affect Toyota's future financial conditions and results of operations. For a further discussion of government regulations, please see "Information on the Company—Business Overview—Governmental Regulation, Environmental and Safety Standards" on pages 27 to 34 of TMC's Annual Report on Form 20-F that is incorporated by reference into this Offering Circular, and for legal proceedings, please see "Toyota Motor Corporation ("TMC")—Legal Proceedings" in this Offering Circular.

Toyota may be adversely affected by political instabilities, fuel shortages or interruptions in transportation systems, natural calamities, wars, terrorism and labor strikes.

Toyota is subject to various risks associated with conducting business worldwide. These risks include political and economic instability, natural calamities, fuel shortages, interruption in transportation systems, wars, terrorism, labor strikes and work stoppages. The occurrence of any of these events in the major markets in which Toyota purchases materials, components and supplies for the manufacture of its products or in which its products are produced, distributed or sold, may result in disruptions and delays in the operations of Toyota's business. Significant or prolonged disruptions and delays in Toyota's business operations may adversely affect Toyota's financial conditions and results of operations.

Risk factors of the Notes

The following section does not describe all of the risks and other considerations of an investment in the Notes. Prospective investors should consult their own financial and legal advisors about risks associated with investment in a particular issue of Notes and the suitability of investing in such Notes in light of their particular circumstances.

Exchange Rate Risks and Exchange Controls

The principal of or any interest on Notes may be payable in, or determined by reference or indexed to, one or more Specified Currencies (including exchange rates and swap indices between currencies or currency units). For investors whose financial activities are denominated principally in a currency or currency unit (the "Investor's Currency") other than the Specified Currency in which the related Notes are denominated, or where principal or interest in respect of Notes is payable by reference to the value of one

or more Specified Currencies other than by reference solely to the Investor's Currency, an investment in such Notes entails significant risks that are not associated with a similar investment in a debt security denominated and payable in such Investor's Currency. Such risks include, without limitation, the possibility of significant changes in the rate of exchange between the applicable Specified Currency and the Investor's Currency and the possibility of the imposition or modification of exchange controls by authorities with jurisdiction over such Specified Currency or the Investor's Currency. Such risks generally depend on a number of factors, including financial, economic and political events over which TMCC has no control. In addition, if the formula used to determine the amount of principal or interest payable with respect to a Note contains a multiple or leverage factor, the effect of any change in the applicable Specified Currency, index or formula will be magnified. The secondary market for the Notes will be affected by a number of factors independent of the creditworthiness of TMCC and the value of the applicable Specified Currency, index or formula, including the volatility of such Specified Currency, index or formula, the method of calculating the principal amount or any interest to be paid in respect of such Notes, the time remaining to maturity of such Notes, the outstanding amount of such Notes, the amount of other securities linked to such Specified Currency, index or formula and the level, direction and volatility of relevant market interest rates generally. Such factors also will affect the market value of the Notes. In recent years, rates of exchange have been highly volatile and such volatility may be expected to continue in the future. Fluctuations in any particular exchange rate that have occurred in the past are not necessarily indicative, however, of fluctuations that may occur in the future. An appreciation in the value of the Investor's Currency relative to the value of the applicable Specified Currency would result in a decrease in the Investor's Currency-equivalent yield on a Note denominated or the principal or interest of which is payable in such Specified Currency, in the Investor's Currency-equivalent value of the principal of such Note payable at maturity and generally in the Investor's Currency-equivalent market value of such Note. A depreciation in the value of the Investor's Currency relative to the value of the applicable Specified Currency would have the opposite effect. In addition, depending on the specific terms of a Note denominated in, or the payment of which is determined by reference to the value of, one or more Specified Currencies (other than solely the Investor's Currency), indices (including exchange rates and swap indices between currencies or currency units) or formulas, changes in exchange rates relating to any of the currencies or currency units involved may result in a decrease in the effective yield on such Note and, in certain circumstances, could result in a loss of all or a substantial portion of the principal of such Note to the investor.

Government or monetary authorities have imposed from time to time, and may in the future impose, exchange controls that could affect exchange rates as well as the availability of the Specified Currency in which a Note is payable at the time of payment of the principal or interest in respect of such Note.

Liquidity Risks

The Notes may not have an established trading market when issued. There can be no assurance of a secondary market for the Notes or the continued liquidity of such market if one develops. The secondary market for the Notes will be affected by a number of factors independent of the creditworthiness of TMCC and the value of any applicable index or indices, which may include the complexity and volatility of such index or indices, the method of calculating the principal or any interest to be paid in respect of such Notes, the time remaining to the maturity of such Notes, the outstanding amount of such Notes, any redemption features of such Notes, the amount of other securities linked to such index or indices and the level, direction and volatility of market interest rates generally. Such factors also will affect the market value of the Notes. In addition, certain Notes may be designed for specific investment objectives or strategies and therefore may have a more limited secondary market and experience more price volatility than conventional debt securities. Investors may not be able to sell Notes readily or at prices that will enable investors to realize their anticipated yield. No investor should purchase Notes unless such investor understands and is able to bear the risk that certain Notes may not be readily saleable, that the value of Notes will fluctuate over time and that such fluctuations may be significant. The prices at which Zero

Coupon Notes, as well as other instruments issued at a substantial discount from their principal amount payable at maturity, trade in the secondary market tend to fluctuate more in relation to general changes in interest rates than do such prices for conventional interest-bearing securities of comparable maturities.

Investors whose investment activities are subject to legal investment laws and regulations or to review or regulation by certain authorities may be subject to restrictions on investments in certain types of debt securities. Investors should review and consider such restrictions prior to investing in the Notes.

Compliance with the EU Transparency Obligations Directive may be unduly burdensome for TMCC and could result in TMCC electing to terminate the listing of Notes on the London Stock Exchange or other exchanges on which they are listed. See “General Information—EU Transparency Obligations Directive.”

Optional Redemption

Any optional redemption feature of the Notes might affect the market value of such Notes. Since TMCC may be expected to redeem the Notes when prevailing interest rates are relatively low, an investor might not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on such Notes.

Risks of Investing in Indexed Linked Notes

An investment in Notes with principal or interest determined by reference to one or more interest rates, currencies (including exchange rates and swap indices between currencies or currency units), prices of securities or commodities or other indices, either directly or inversely, entails significant risks not associated with an investment in a conventional fixed or floating rate debt security. Such risks include, without limitation, the possibility that such index or indices may be subject to significant changes, that the resulting interest rate will be less than that payable on a conventional fixed or floating rate debt security issued by TMCC at the same time or that no interest will be payable, that the repayment of principal can occur at times other than that expected by the investor, and that the investor could lose all or a substantial portion of the principal of its Note (whether payable at maturity or upon redemption). Such risks depend on a number of interrelated factors, including financial, economic and political events, over which TMCC has no control. In addition, if the formula used to determine the amount of principal or interest payable with respect to a Note contains a multiple or leverage factor, the effect of any change in such index or indices will be magnified. In recent years, certain interest rates and other indices have been highly volatile and such volatility may be expected to continue in the future. Fluctuations in any particular interest rate or other index that have occurred in the past are not necessarily indicative, however, of fluctuations that may occur in the future.

Modification

The conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

Tax consequences of holding the Notes

Potential investors should consider the tax consequences of investing in the Notes and consult their tax advisers about their own tax situation.

EU Savings Directive

On June 3, 2003, the European Council of Economics and Finance Ministers adopted a Directive on the taxation of savings income. Under EC Council Directive 2003/48/EC on the taxation of savings income, Member States are required, from July 1, 2005, to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State. However, for a transitional period, Belgium, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries).

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither TMCC nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Note, Receipt or Coupon as a result of the imposition of such withholding tax. If a withholding tax is imposed on payment made by a Paying Agent, TMCC will ensure that it maintains, if possible, a Paying Agent in a Member State that will not be obliged to withhold or deduct tax pursuant to the Directive.

FORM OF THE NOTES

Each Tranche of Notes will initially be represented by one or more temporary global Notes, without receipts, interest coupons or talons, which will be delivered to a common depository for Euroclear and Clearstream, Luxembourg.

While any Note is represented by a temporary global Note, payments of principal and interest (if any) due prior to the Exchange Date (as defined below) will be made against presentation of the temporary global Note only to the extent that certification of non-U.S. beneficial ownership (in the form set out in the temporary global Note) has been received from Euroclear or Clearstream, Luxembourg. Interests in the temporary global Note will be exchangeable for interests in a permanent global Note and/or for security printed definitive Notes (as specified under “Terms and Conditions of the Notes” and in the applicable Final Terms) not earlier than the date (the “Exchange Date”) which is 40 days after completion of the distribution of the relevant Tranche, provided that certification of non-U.S. beneficial ownership has been received. No interest or principal payments will be made on a temporary global Note after the Exchange Date.

Payments of principal or interest (if any) in respect of a permanent global Note will be made through Euroclear and Clearstream, Luxembourg, against presentation or surrender, as the case may be, of the permanent global Note without any requirement for further certification. A permanent global Note will be exchangeable in whole, but not in part, for security printed definitive Notes with, where applicable, receipts, interest coupons and talons attached not earlier than the Exchange Date under certain limited circumstances set forth under “Terms and Conditions of the Notes”. If a portion of the Notes continue to be represented by the temporary global Note after the issuance of definitive Notes, the temporary global Note shall thereafter be exchangeable only for definitive Notes, subject to certification of non-U.S. beneficial ownership. Unless specified in the applicable Final Terms, investors shall have the right to require the delivery of definitive Notes; provided, however, that such delivery may be conditioned on written notice, as specified in the applicable Final Terms, from Euroclear or Clearstream, Luxembourg (as the case may be) acting on instructions of the holders of interest in the temporary or permanent global Note and/or on the payment of costs in connection with the printing and distribution of the definitive Notes. No definitive Note delivered in exchange for a permanent or temporary global Note shall be mailed or otherwise delivered to any locations in the United States of America in connection with such exchange. Temporary and permanent global Notes and definitive Notes will be issued by JPMorgan Chase Bank, N.A., as issuing and (unless specified otherwise in the applicable Final Terms) principal paying agent and, unless specified otherwise in the applicable Final Terms, as calculation agent (the “Agent”, which expression includes any successor agents or any other Calculation Agent specified in the applicable Final Terms) pursuant to a Fifth Amended and Restated Agency Agreement dated as of September 30, 2005 (the “Agency Agreement”), and made between TMCC, the Agent and the other paying agents named therein (together with the Agent, the “Paying Agents”, which expression includes any additional or successor paying agents).

If specified in the applicable Final Terms, other clearance systems capable of complying with the certification requirements set forth in the temporary global Note may be used in addition to or in lieu of Euroclear and Clearstream, Luxembourg, and any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include such other additional or alternative clearing system.

If specified in the applicable Final Terms, TMCC may use market standard definitions in the terms and conditions of any Notes, including those published by the International Swaps and Derivatives Association.

Temporary and permanent global Notes and definitive Notes will be issued in bearer form only. The following legend will appear on all global Notes, definitive Notes, receipts and interest coupons for Notes with a maturity of more than 183 days:

“Any United States person (as defined in the Internal Revenue Code of the United States) who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in sections 165(j) and 1287(a) of the Internal Revenue Code.”

The sections referred to in such legend provide that United States Noteholders, with certain exceptions, will not be entitled to deduct any loss on Notes, receipts or interest coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition or payment of principal in respect of Notes, receipts or interest coupons.

The following legend is required by the United States information reporting and backup withholding rules and will appear on all global Notes, definitive Notes, receipts and interest coupons for Notes with maturities at issuance of 183 days or less:

“By accepting this obligation, the holder represents and warrants that it is not a United States person (other than an exempt recipient described in Section 6049(b)(4) of the Internal Revenue Code and the regulations thereunder) and that it is not acting for or on behalf of a United States person (other than an exempt recipient described in Section 6049(b)(4) of the Internal Revenue Code and the regulations thereunder).”

Applicable Final Terms

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Program.

**Final Terms Dated •
Toyota Motor Credit Corporation**

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the U.S. \$20,000,000,000
Euro Medium-Term Note Program**

PART A—CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated September 30, 2005 [and the Supplementary Prospectus dated •]1 which [together], excluding all information incorporated by reference other than the Reports and any information included in any Supplementary Prospectus constitute[s] a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the “Prospectus Directive”). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus [as so supplemented], including all documents incorporated by reference therein. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. [The Base Prospectus [and] [the Supplementary Prospectus] [is] [are] available for viewing and copies may be obtained from the principal office in London, England of JPMorgan Chase Bank, N.A., the issuing and principal paying agent for the Notes, at Trinity Tower, 9 Thomas More Street, London E1W 1YT and at www.londonstockexchange.com.](2)

The following alternative language applies if the first Tranche of an issue which is being increased was issued under an Offering Circular/ Base Prospectus with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “Conditions”) set forth in the Base Prospectus dated September 30, 2005 [and the Supplementary

Prospectus dated []1, which [together], excluding all information incorporated by reference other than the Reports and any information contained in any Supplementary Prospectus, constitute[s] a base prospectus for the purposes of the Prospectus Directive, (Directive 2003/71/EC) (the “Prospectus Directive”) save in respect of the Conditions which are extracted from the [Offering Circular] [Base Prospectus] dated [] [and the Supplementary [Offering Circular[s]] [Base Prospectus[s]] dated []1 and are attached hereto. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus dated September 30, 2005 [as so supplemented]1. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus dated September 30, 2005 [and the [Offering Circular] [Base Prospectus] [and] [Supplementary Offering Circular[s]] [Supplementary Prospectus] dated []1. [The [Offering Circular] [and] [Base Prospectus] [and] [Supplementary Offering Circular[s]] [the Supplementary Prospectus][es]] are available for viewing and copies may be obtained from the principal office in London, England of JPMorgan Chase Bank, N.A., the issuing and principal paying agent for the Notes, at Trinity Tower, 9 Thomas More Street, London E1W 1YT and at www.londonstockexchange.com.](2)

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.]

[When completing any final terms, or adding any other final terms or information, consideration should be given as to whether such terms or information constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.]

1. (i) Issuer: Toyota Motor Credit Corporation
- (ii) Credit Support Providers: Toyota Motor Corporation
Toyota Financial Services Corporation
2. [(i)] Series Number: []
- [(ii)] Tranche Number: *[Delete if not applicable]*

(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible).]
3. Specified Currency (or Currencies in the case of Dual Currency Notes): []
4. Aggregate Nominal Amount: []
- [(i)] Series: []
- [(ii)] Tranche: *[Delete if not applicable]*
5. Issue Price: [] per cent of the Aggregate Nominal Amount [plus accrued interest from [insert date] (in the case of fungible issues only, if applicable)]
6. Specified Denominations: [](4)
[]
7. [(i)] Issue Date: []

- [(ii)] Interest Commencement Date if different from the Issue Date: []
8. Maturity Date: [*specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year*]
9. Interest Basis: [●% Fixed Rate]
[[*specify reference rate*] +/- ●% Floating Rate]
[Zero Coupon]
[Index Linked Interest]
[Other (*specify*)]
(further particulars specified below)
10. Redemption/Payment Basis:(5) [Redemption at par]
[Index Linked Redemption]
[Dual Currency]
[Partly Paid]
[Installment]
[Other (*specify*)]
11. Change of Interest Basis or Redemption/Payment Basis: [*Specify details of any provision for convertibility of Notes into another Interest Basis or Redemption/ Payment Basis*]
12. Put/Call Options: [Put Option]
[Call Option]
[(further particulars specified below)]
13. [(i)] Status of the Notes: [Senior/[Dated/Perpetual]/ Subordinated]
[(ii)] Nature of the Credit Support: See “Relationship of TMCC with TFS and TMC” in the Offering Circular dated [].
[(iii)] [Date [Board] approval for issuance of Notes [and Credit Support] obtained: [See “General Information—Authorization” section of the Offering Circular for all the relevant board approval dates for the Program] / [(*where Board (or similar) authorisation is required for the particular Tranche of Notes or related Credit Support*)] [] [and [], respectively]
14. Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15. **Fixed Rate Note Provisions (and, to the extent applicable, Dual Currency Notes, Index Linked Redemption Notes, Partly Paid Notes and Installment Notes):** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Fixed Rate[(s)] of Interest: [] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]

- (ii) Interest Payment Date(s): [] in each year [adjusted in accordance with *[specify Business Day Convention and any Applicable Business Center(s) for the definition of "Business Day"]*/not adjusted]
- (iii) Fixed Coupon Amount[(s)]: [] per [] in Nominal Amount
- (iv) Broken Amount(s): *[Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount{(s)}]*
- (v) Fixed Day Count Fraction: [30/360] / [Actual/Actual (ICMA/ISDA)] / [other]
- (vi) Determination Dates: [] in each year *(insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon (N.B. This will need to be amended in the case of regular interest periods which are not of equal duration.) (N.B. only relevant where Day Count Fraction is Actual/Actual ([ICMA])) [Not Applicable]*
- (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not Applicable/*give details*]
16. **Floating Rate Note Provisions (and to the extent applicable, Dual Currency Notes, Index Linked Notes, Partly Paid Notes and Installment Notes):** [Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Interest Period(s): []
- (ii) Specified Interest Payment Dates: []
- (iii) Business Day Convention: [Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention/ other (*give details*)]
- (iv) Applicable Business Center(s) for purposes of "Business Day" definition: [London/*specify others*]
- (v) Manner in which the Rate(s) of Interest and Interest Amount is/ are to be determined: [Screen Rate Determination/ISDA Determination/ other (*give details*)]
- (vi) Calculation Agent responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Agent): []

- (vii) Screen Rate Determination:
 - Reference Rate: *(Either LIBOR, EURIBOR or other, although additional information may be required if other-including any amendment to fallback provisions in the Conditions)*
 - Applicable “Interest Determination Date” definition (if different from that in Condition 4(b)(iv)(F)): [Same as Condition 4(b)(iv)(F)/specify other]
 - Relevant Screen Page: *(In the case of EURIBOR, if not Telerate 248 ensure it is a page which shows a composite rate)*
- (viii) ISDA Determination:
 - Floating Rate Option: []
 - Designated Maturity: []
 - Reset Date: []
- (ix) Margin(s): [+/-][] per cent per annum
- (x) Minimum Rate of Interest: [] per cent per annum
- (xi) Maximum Rate of Interest: [] per cent per annum
- (xii) Day Count Fraction: []
- (xiii) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: []

17. **Zero Coupon Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Accrual Yield: [] per cent per annum
- (ii) Reference Price: []
- (iii) Any other formula/basis of determining amount payable: []
- (iv) Business Day Convention: [Following Business Day Convention/Modified Following Business Day Convention/specify other]
- (v) Applicable Business Centers for purposes of “Business Day” Definition: [London/specify others]
- (vi) Calculation Agent responsible for calculating the amount due (if not the Agent): []

18. **Index-Linked Interest Note/other variable-linked interest Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Index/Formula/other variable: [give or annex details]
 - (ii) Calculation Agent responsible for calculating the principal and/or interest due (if not the Agent): []
 - (iii) Provisions for determining Coupon where calculated by reference to Index and/or Formula and/or other variable: []
 - (iv) Interest Determination Date(s): []
 - (v) Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: []
 - (vi) Interest Period(s) or other calculation periods: []
 - (vii) Specified Interest Payment Dates: []
 - (viii) Business Day Convention: [Floating Rate Convention/ Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other *(give details)*]
 - (ix) Applicable Business Center(s) for purposes of “Business Day” definition: []
 - (x) Minimum Rate of Interest/ Interest Amount: [] per cent per annum
 - (xi) Maximum Rate of Interest/ Interest Amount: [] per cent per annum
 - (xii) Day Count Fraction: []

19. **Dual Currency Note Provisions(5)** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate of Exchange/method of calculating Rate of Exchange: [give details]
 - (ii) Calculation Agent, if any, responsible for calculating the principal and/or interest due (if not the Agent): []
 - (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: []
 - (iv) Person at whose option Specified Currency(ies) is/are payable: []

PROVISIONS RELATING TO REDEMPTION

20. **Call Option** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): []
 - (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [] per Note of [] specified denomination
 - (iii) If redeemable in part:
 - (a) Minimum Redemption Amount: []
 - (b) Maximum Redemption Amount: []
 - (iv) The applicable period for notice to Noteholders (if different from that set out in Condition 5(d)):(6) [Same as Condition 5(d)/specify other]
 - (v) The applicable period for notice to the Agent (if different from that set out in Condition 5(d)):(6) [Same as Condition 5(d)/specify other]
21. **Put Option** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): []

- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [] per Note of [] specified denomination
- (iii) Notice period(6) []
- (iv) Other details: []
22. **Final Redemption Amount of each Note(5)** [[] per Note of [] specified denomination] /[other]/ [see Appendix]
- In cases where the Final Redemption Amount is Index-Linked or other variable-linked:
- (i) Index/Formula/variable: [*give or annex details*]
- (ii) Calculation Agent responsible for calculating the Final Redemption Amount: []
- (iii) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable: []
- (iv) Determination Date(s): []
- (v) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: []
- (vi) Payment Date: [*Include details if payments are made other than on the Maturity Date*]
- (vii) Minimum Final Redemption Amount: []
- (viii) Maximum Final Redemption Amount: []
23. **Early Redemption Amount**
- Early Redemption Amount(s) of each Note payable on redemption for taxation reasons or on event of default or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions): []

GENERAL PROVISIONS APPLICABLE TO THE NOTES

24. Form of Notes: **Bearer Notes:**
[Temporary global Note exchangeable for a permanent global Note which is exchangeable for security printed definitive Notes [only if (as described more fully in the Conditions) (a) there should be an Event of Default; (b) Euroclear, Clearstream, Luxembourg and any other relevant clearance system are all no longer willing or able to properly discharge their responsibilities and the Agent and TMCC are unable to locate a qualified successor; (c) upon the election of TMCC; or (d) upon 90 days written notice of any Noteholder, all as set forth more fully in the Conditions/Others *(give details)*]
[Temporary global Note exchangeable for security printed definitive Notes on and after the Exchange Date.]
25. Financial Center(s) or other special provisions relating to Payment Dates: [Not Applicable/*give details. Note that this item relates to the date and place of payment, and not interest period end dates, to which items 15 (ii), 16(iv) and 18(ix) relates*]
26. Talons for future Coupons or Receipts to be attached to definitive Notes (and dates on which such Talons mature): [Yes/No. *If yes, give details*]
27. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made [and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment]: [Not Applicable/*give details*]
28. Details relating to Installment Notes: amount of each installment, date on which each payment is to be made: [Not Applicable/*give details*]
29. Whether the Notes will be subject to redenomination or exchange into euro: [Yes/No]
(if yes, specify particular provision(s) applicable in full)

30. Further Issues and Consolidation: [TMCC may from time to time, without the consent of the holders of Notes, Receipts or Coupons of this Series, create and issue further Notes of this Series having the same terms and conditions as the Notes (or the same terms and conditions save for the first payment of interest thereon and the Issue Date thereof) so that the same shall be consolidated and form a single Series with the outstanding Notes and references in the Conditions to “Notes” shall be construed accordingly.]

31. Other final terms: [Not Applicable/give details]
(When adding any other final terms consideration should be given as to whether such terms constitute “significant new factors” and consequently trigger the need for a Supplementary Prospectus—under Article 16 of the Prospectus Directive.)

DISTRIBUTION

32. (i) If syndicated, names and addresses of Managers and underwriting commitments: [Not Applicable/give names, addresses and underwriting commitments]
(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a “best efforts” basis if such entities are not the same as the Managers.)

(ii) Date of Syndicate Purchase Agreement: []

(iii) Stabilizing Manager(s) (if any): [Not Applicable/give name]

33. If non-syndicated, name and address of Dealer: [Not Applicable/give name and address]

34. Total commission and concession: [] per cent. of the Aggregate Nominal Amount

35. Additional selling restrictions: Selling restrictions, including those applicable to the United States and United Kingdom are set out in the Offering Circular and Appendix B to the Fifth Amended and Restated Program Agreement dated September 30, 2005 [and the Syndicate Purchase Agreement dated []], among the Dealers and the Company.]

PART B—OTHER INFORMATION

36. [RISK FACTORS

Additional product specific risk factors which are not covered under “Risk Factors” in the Offering Circular [Give details. N.B. If any such additional risk factors are to be included, consideration should be given as to whether they constitute “significant risk factors” and consequently trigger the need for a Supplementary Prospectus under Article 16 of the Prospectus Directive.][Not Applicable.]

37. LISTING

(i) Listing:

[London/Luxembourg/other (*specify*)/None]

(ii) Admission to trading:

[Application has been made for the Notes to be admitted to trading on [the Gilt Edged and Fixed Interest Market of the London Stock Exchange] [other] with effect from [].] [Other] [Not Applicable.]

(Where documenting a fungible issue need to indicate that original securities are already admitted to trading.)

38. RATINGS

Program Ratings:

For information on Program Ratings, see “General Information—Credit Ratings” in the Offering Circular dated []. [The Notes to be issued have been rated:

[S & P: []]

[Moody’s: []]

[[Other]: []]

[Need to include a brief explanation of the meaning of the ratings if an explanation different from that contained in the Offering Circular has previously been published by the rating provider.]

(The above disclosure should reflect the rating allocated to Particular Notes where the issue has been specifically rated.)

39. **[NOTIFICATION]**

The Financial Services Authority [has been requested to provide/has provided—include first alternative for an issue which is contemporaneous with the establishment or update of the Program and the second alternative for subsequent issues] the [*include names of competent authorities of host Member States*] with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive.]

40. **[INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]**

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. [Give details] [Not applicable] May be satisfied by the inclusion of the following statement:

“Save as discussed in “Subscription and Sale” in the Offering Circular, so far as TMCC is aware, no person involved in the offer of the Notes has an interest material to the offer.”]

41. **REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES**

[(i) Reasons for the offer

As set forth in “Use of Proceeds” in the Offering Circular dated September 30, 2005.

(See “Use of Proceeds” wording in Base Prospectus—if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)]

[(ii) Estimated net proceeds:

●
(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)

[(iii) Estimated total expenses:

[Include breakdown of expenses (e.g. legal fees, listing fees, commissions).]

(If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies it is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)

42. **[Fixed Rate Notes only—YIELD**

Indication of yield:

●

[The yield is the internal rate of return of the cash flows over the duration of the Notes assuming an initial amount of []% and final amount of []%]
[Include alternative method of calculating yield in summary form.]

As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

43. **[Floating Rate Notes only—HISTORIC INTEREST RATES**

Details of historic [LIBOR/EURIBOR/other] rates can be obtained from [Telerate].]

[Give other details] [Not Applicable]

44. **[Index-Linked or other variable-linked Notes only—PERFORMANCE OF INDEX/FORMULA/other variable, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING AND POST ISSUANCE INFORMATION**

[Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying (including market or settlement disruption events that affect the underlying) and the circumstances when the risks are most evident. Include a description of any adjustment rules with relation to events concerning the underlying. Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is a security, the name of the ISIN or other identification code. Where the underlying is a basket of underlyings, disclosure of the relevant weightings. Where the underlying in an interest rate, need to include a description of the interest rate. Where the underlying is not an index/underlying security/basket/ interest rate need to include equivalent information.]*

[Give details] [Not Applicable]

[The Issuer does not intend to provide post-issuance information on the underlying] [Give details]

45. **[Dual Currency Notes only—PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT**

[Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]

[Give details] [Not Applicable]

OPERATIONAL INFORMATION

46. ISIN Code: [Give details] [Not Applicable]

47. Common Code: [Give details] [Not Applicable]

48. Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking Societe Anonyme and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]

49. Delivery: Delivery [against/free of] payment

50. Names and addresses of additional Paying Agent(s) (if any): [Give details] [Not Applicable]

[LISTING AND ADMISSION TO TRADING APPLICATION

These Final Terms comprise the final terms required to list and have admitted to trading the issue of Notes described herein pursuant to the U.S. \$20,000,000,000 Euro Medium Term Note Program of Toyota Motor Credit Corporation.]

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [• has been extracted from • . The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by • , no facts have been omitted which would render the reproduced inaccurate or misleading.]

Signed on behalf of the Issuer:

By:

Duly authorised

cc: JPMorgan Chase Bank, N.A.

(1) Only include details of a Supplementary Offering Circular/Base Prospectus in which the Conditions have been amended for the purposes of all future issues under the Program.

(2) Article 14.2 of the Prospectus Directive provides that a Base Prospectus is deemed available to the public when, inter alia, made available (i) in printed form free of charge at the offices of the market on which securities are being admitted to trading; or (ii) at the registered office of the Issuer and at the offices of the financial intermediaries placing or selling the securities, including Paying Agents; or

(iii) in an electronic form on the Issuer's website. Article 16 of the Prospectus Directive requires that the same arrangements are applied to Supplementary Prospectuses.

- (3) In the transitional phase it is most likely that the "original" offering document containing the Conditions will not be a Prospectus Directive compliant prospectus whereas the "current" offering document will be.
- (4) Section 6: Add the following language if the Program allows for issues of securities with a maturity of less than one year and the issuer is not an authorised person permitted to accept deposits or an exempt person under the UK Financial Services and Markets Act 2000. Delete square-bracketed text for issuers incorporated in the UK or within S 418 FSMA. The issue of securities with a maturity of less than one year by such issuers, where the issue proceeds are to be accepted in the United Kingdom, or, in the case of issuers incorporated in the UK or within S 418 FSMA, will be subject to S 19 FSMA unless their denomination is £100,000 or more (or its equivalent in other currencies) and they are only issued to "professionals" within Article 9(2)(a) of the Financial Services and Markets Act (Regulated Activities) Order 2001:

Notes [(including Notes denominated in Sterling) in respect of which the issue proceeds are to be accepted by the issuer in the United Kingdom or whose issue otherwise constitutes a contravention of S 19 FSMA and] which have a maturity of less than one year must have a minimum redemption value of £100,000 (or its equivalent in other currencies).

Add appropriate provisions to terms and conditions if included.

- (5) If the Final Redemption Amount is less than 100% of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.
- (6) If setting notice periods which are different to those provided in the terms and conditions, issuers are advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the issuer and its fiscal agent or any trustee.

* Required for derivative securities to which Annex XII of the Prospectus Directive Regulation applies. See footnote 5 above.

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions (the “Terms and Conditions” or the “Conditions”) of the Notes issued on or after the date of this Offering Circular which (subject to completion and amendment and to the extent applicable) will be attached to or incorporated by reference into each global Note and will be incorporated by reference or endorsed upon each definitive Note. The applicable Final Terms in relation to any Notes may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Notes. The applicable Final Terms will be endorsed upon, or attached to, each temporary global Note, permanent global Note and definitive Note. Reference should be made to “Form of the Notes” in the Offering Circular dated September 30, 2005 (the “Offering Circular”), for the form of Final Terms which will include the definitions of certain terms used in the following Terms and Conditions

This Note is one of a Series (as defined below) of Notes (the “Notes,” which expression shall mean (i) in relation to any Notes represented by a global Note, units of the lowest Specified Denomination in the Specified Currency of the relevant Notes, (ii) definitive Notes issued in exchange (or partial exchange) for a temporary or permanent global Note, and (iii) any global Note) issued subject to, and with the benefit of, a Fifth Amended and Restated Agency Agreement dated as of September 30, 2005 (the “Agency Agreement”), and made between Toyota Motor Credit Corporation (“TMCC”, which reference does not include the subsidiaries of TMCC) and JPMorgan Chase Bank, N.A., as issuing agent and (unless specified otherwise in the applicable Final Terms) principal paying agent and (unless specified otherwise in the applicable Final Terms) as calculation agent (the “Agent”, which expression shall include any successor agent or any other Calculation Agent specified in the applicable Final Terms) and the other paying agents named therein (together with the Agent, the “Paying Agents”, which expression shall include any additional or successor paying agents).

Interest-bearing definitive Notes will (unless otherwise indicated in the applicable Final Terms) have interest coupons (“Coupons”) and, if indicated in the applicable Final Terms, talons for further Coupons (“Talons”) attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Definitive Notes repayable in installments will have receipts (“Receipts”) for the payment of the installments of principal (other than the final installment) attached on issue. The Notes, Receipts and Coupons have the benefits of certain credit support agreements governed by Japanese law, one between Toyota Motor Corporation (“TMC”) and Toyota Financial Services Corporation (“TFS”) dated July 14, 2000, and the other between TFS and TMCC, dated October 1, 2000. However, the credit support agreements do not constitute a direct or indirect guarantee by TMC or TFS thereof.

As used herein, “Series” means all Notes which are denominated in the same currency and which have the same Maturity Date, Interest Basis, Redemption/Payment Basis and Interest Payment Dates (if any) (all as indicated in the applicable Final Terms) and the terms of which (except for the Issue Date or the Interest Commencement Date (as the case may be) and/or the Issue Price (as indicated as aforesaid)) are otherwise identical (including whether or not the Notes are listed) and the expressions “Notes of the relevant Series” and “holders of Notes of the relevant Series” and related expressions shall be construed accordingly. As used herein, “Tranche” means all Notes of the same Series with the same Issue Date and Interest Commencement Date (if applicable).

The Final Terms applicable to any particular Note or Notes is attached hereto or endorsed hereon and supplements these Terms and Conditions and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace or modify these Terms and Conditions for the purposes of such Note or Notes. References herein to the “applicable Final Terms” shall mean the Final Terms attached hereto or endorsed hereon.

Copies of the Agency Agreement (which contains the form of Final Terms), the Offering Circular and the Final Terms applicable to any particular Note or Notes (if listed) are available for inspection at the

specified offices of the Agent and each of the other Paying Agents. The holders of the Notes (the “Noteholders”), which expression shall, in relation to any Notes represented by a global Note, be construed as provided in Condition 1, the holders of the Coupons (the “Couponholders”) and the holders of Receipts (the “Receiptholders”) are deemed to have notice of the Agency Agreement, the applicable Final Terms and the Offering Circular, and are entitled to the benefit of all the provisions of the Agency Agreement and the applicable Final Terms, which are binding on them.

A temporary or permanent global Note will be exchangeable in whole, but not in part, for security printed definitive Notes with, where applicable, Receipts, Coupons and Talons attached not earlier than the date (the “Exchange Date”) which is 40 days after completion of the distribution of the relevant Tranche, provided that certification of non-U.S. beneficial ownership has been received: (i) at the option of TMCC; (ii) unless stated otherwise in the applicable Final Terms, at the option of holders of an interest in the temporary or permanent global Note upon such notice as is specified in the applicable Final Terms from Euroclear Bank S.A./N.V., Boulevard du Roi Albert II, B-1210, Brussels as operator of the Euroclear System (“Euroclear”) or Clearstream Banking, société anonyme, L-2967, Luxembourg (“Clearstream, Luxembourg”) (as the case may be) acting on instructions of the holders of interest in the temporary or permanent global Note and/or subject to the payment of costs in connection with the printing and distribution of the definitive Notes, if specified in the applicable Final Terms; (iii) if, after the occurrence of an Event of Default, holders representing at least a majority of the outstanding principal amount of the Notes of a Series, acting together as a single class, advise the Agent through Euroclear and Clearstream, Luxembourg that they wish to receive definitive Notes; or (iv) Euroclear, Clearstream, Luxembourg and any other relevant clearance system for the temporary or permanent global Note are all no longer willing or able to discharge properly their responsibilities with respect to such Notes and the Agent and TMCC are unable to locate a qualified successor.

Words and expressions defined in the Agency Agreement, defined elsewhere in the Offering Circular or used in the applicable Final Terms shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

1. Form, Denomination and Title

The Notes in this Series are in bearer form and, in the case of definitive Notes, serially numbered in the Specified Currency (or Currencies in the case of Dual Currency Notes) and in the Specified Denomination(s) specified in the applicable Final Terms.

This Note may be a Note bearing interest on a fixed rate basis (“Fixed Rate Note”), a Note bearing interest on a floating rate basis (“Floating Rate Note”), a Note issued on a non-interest bearing basis (“Zero Coupon Note”), a Note with respect to which interest is calculated by reference to an index and/or a formula (“Index Linked Interest Note”) or any combination of the foregoing, depending upon the Interest Basis specified in the applicable Final Terms. This Note may be a Note with respect to which principal is calculated by reference to an index and/or a formula (“Index Linked Redemption Note”), a Note redeemable in installments (“Installment Note”), a Note with respect to which principal and/or interest is payable in one or more Specified Currencies other than the Specified Currency in which it is denominated (“Dual Currency Note”), a Note which is issued on a partly paid basis (“Partly Paid Note”) or a combination of any of the foregoing, depending on the Redemption/Payment Basis shown in the applicable Final Terms. (Where appropriate in the context, “Index Linked Interest Notes” and “Index Linked Redemption Notes” are referred to collectively as “Index Linked Notes”.) The appropriate provisions of these Terms and Conditions will apply accordingly.

Notes in definitive form are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to interest (other than interest due after the Maturity Date), Coupons and

Couponholders in these Terms and Conditions are not applicable. Wherever Dual Currency Notes or Index Linked Notes are issued to bear interest on a fixed or floating rate basis or on a non-interest bearing basis, the provisions in these Terms and Conditions relating to Fixed Rate Notes, Floating Rate Notes and Zero Coupon Notes, respectively, shall, where the context so admits, apply to such Dual Currency Notes or Index Linked Notes.

Except as set out below, title to the Notes, Receipts and Coupons will pass by delivery. The holder of each Coupon or Receipt, whether or not such Coupon or Receipt is attached to a Note, in his capacity as such, shall be subject to and bound by all the provisions contained in the relevant Note. TMCC and any Paying Agent may deem and treat the bearer of any Note, Receipt or Coupon as the absolute owner thereof (whether or not overdue and notwithstanding any notice to the contrary, including any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any global Note, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Notes are represented by a global Note, each person who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular principal amount of Notes other than a clearing agency (including Clearstream, Luxembourg and Euroclear) that is itself an account holder of Clearstream, Luxembourg or Euroclear (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes except in the case of manifest error) shall be treated by TMCC, the Agent and any other Paying Agent as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal (including premium (if any)) or interest on the Notes, the right to which shall be vested, as against TMCC, the Agent and any other Paying Agent solely in the bearer of the relevant global Note in accordance with and subject to its terms (and the expressions “Noteholder” and “holder of Notes” and related expressions shall be construed accordingly). Notes which are represented by a global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear or of Clearstream, Luxembourg, as the case may be.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearance system approved by TMCC and the Agent.

If the Specified Currency of this Note is a currency of one of the member states of the European Union which has not adopted the euro, and if specified in the applicable Final Terms, this Note shall permit redenomination and exchange (as referenced in Condition 17 below or in such other manner as set forth in the applicable Final Terms) at the option of TMCC.

2. Status of the Notes and the Credit Support Agreements

The Notes will be unsecured general obligations of TMCC and will rank *pari passu* with all other unsecured and unsubordinated indebtedness for borrowed money of TMCC from time to time outstanding. Holders of the Notes, Receipts and Coupons have the benefits of the credit support agreements governed by Japanese law, one between TMC and TFS dated July 14, 2000 and the other between TFS and TMCC dated October 1, 2000.

3. Further Issues

If indicated in the applicable Final Terms, TMCC may from time to time, without the consent of the holders of Notes, Receipts or Coupons of a Series, create and issue further Notes of the same Series having the same terms and conditions as the Notes (or the same terms and conditions save for the first payment of interest thereon and the Issue Date thereof) so that the same shall be consolidated and form a single Series with the outstanding Notes and references in the Conditions to “Notes” shall be construed accordingly.

4. Interest

(a) Interest on Fixed Rate Notes and Business Day Convention for Notes other than Floating Rate Notes and Index Linked Interest Notes

Each Fixed Rate Note bears interest on its outstanding nominal amount (or if it is a Partly Paid Note, the amount paid up) from (and including) the Interest Commencement Date which is specified in the applicable Final Terms (or the Issue Date, if no Interest Commencement Date is separately specified) to but excluding the Maturity Date specified in the applicable Final Terms at the rate(s) per annum equal to the Fixed Rate(s) of Interest specified in the applicable Final Terms payable in arrears on the Interest Payment Date(s) in each year and on the Maturity Date so specified if it does not fall on an Interest Payment Date. Except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on such date will amount to the Fixed Coupon Amount as specified in the applicable Final Terms. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount(s) so specified. As used in these Conditions, “Fixed Interest Period” means the period from (and including) an Interest Payment Date (or the Interest Commencement Date or Issue Date, as applicable) to (but excluding) the next (or first) Interest Payment Date or Maturity Date.

Unless specified otherwise in the applicable Final Terms, the “Following Business Day Convention” will apply to the payment of all Notes other than Floating Rate Notes or Index Linked Interest Notes, meaning that if the Interest Payment Date or Maturity Date would otherwise fall on a day which is not a Business Day (as defined in Condition 4(b)(i) below), the related payment of principal or interest will be made on the next succeeding Business Day as if made on the date such payment was due. If the “Modified Following Business Day Convention” is specified in the applicable Final Terms for any Note (other than a Floating Rate Note or an Index Linked Interest Note), it shall mean that if the Interest Payment Date or Maturity Date would otherwise fall on a day which is not a Business Day (as defined in Condition 4(b)(i) below), the related payment of principal or interest will be made on the next succeeding Business Day as if made on the date such payment was due unless it would thereby fall into the next calendar month in which event the full amount of payment shall be made on the immediately preceding Business Day as if made on the day such payment was due. Unless specified otherwise in the applicable Final Terms, the amount of interest due shall not be changed if payment is made on a day other than an Interest Payment Date or the Maturity Date as a result of the application of a Business Day Convention specified above or other Business Day Convention specified in the applicable Final Terms.

If interest is required to be calculated for a period ending other than on an Interest Payment Date (which for this purpose shall not include a period where a payment is made on a day other than an Interest Payment Date or the Maturity Date as a result of the application of a Business Day Convention as provided in the immediately preceding paragraph, unless specified otherwise in the applicable Final Terms) or for Broken Amounts, such interest shall be calculated by applying the Fixed Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Fixed Day Count Fraction or other Day Count Fraction specified in the Final Terms, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

In these Conditions, “Fixed Day Count Fraction” means:

- (1) if “Actual/Actual (ICMA)” is specified in the applicable Final Terms,
 - (x) if the number of days in the relevant period from and including the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to but excluding the relevant payment date (the “Accrual Period”) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (i) the number of days in such Determination Period and (ii) the number of Determination

Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year; or

(y) if the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

- (i) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (A) the number of days in such Determination Period and (B) the number of Determination Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year; and
 - (ii) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (A) the number of days in such Determination Period and (B) the number of Determination Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year;
- (2) if “Actual/Actual (ISDA)” is specified in the applicable Final Terms, the actual number of days in the relevant period from and including the most recent Interest Payment Date (or, if none, the Interest Commencement Date or Issue Date, as applicable) to but excluding the next scheduled Interest Payment Date divided by 365 (or, if any portion of that period falls in a leap year, the sum of (x) the actual number of days in that portion of the period falling in a leap year divided by 366; and (y) the actual number of days in that portion of the period falling in a non-leap year divided by 365); and
- (3) if “30/360” is specified in the applicable Final Terms, the number of days in the period from and including the most recent Interest Payment Date (or, if none, the Interest Commencement Date or Issue Date, as applicable) to but excluding the next scheduled Interest Payment Date (such number of days being calculated on the basis of 12 30-day months) divided by 360 and, in the case of an incomplete month, the number of days elapsed; and

“sub-unit” means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means one cent; and

“Determination Period” means the period from (and including) a Determination Date (as specified in the applicable Final Terms) to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date).

(b) Interest on Floating Rate Notes and Index Linked Interest Notes

(i) Interest Payment Dates

Each Floating Rate Note and Index Linked Interest Note bears interest on its outstanding nominal amount (or, if it is a Partly Paid Note, the amount paid up) from (and including) the Interest Commencement Date specified in the applicable Final Terms (or the Issue Date, if no Interest Commencement Date is separately specified) and, unless specified otherwise in the applicable Final Terms, such interest will be payable in arrears on the Maturity Date and on either:

- (A) the Specified Interest Payment Date(s) (each, together with the Maturity Date, an “Interest Payment Date”) in each year specified in the applicable Final Terms; or
- (B) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each, together with the Maturity Date, an “Interest Payment Date”) which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the

preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date or Issue Date, as applicable.

Such interest will be payable in respect of each Interest Period (which expression shall, in these Terms and Conditions, mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date or Issue Date, as applicable) to (but excluding) the next (or first) Interest Payment Date).

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day (as defined below), then, if the Business Day Convention specified is:

- (1) in any case where Specified Periods are specified in accordance with Condition 4(b)(i)(B) above, the Floating Rate Convention, such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below in this subparagraph (1) shall apply mutatis mutandis or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (2) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (3) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (4) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

If the accrual periods for calculating the amount of interest due on any Interest Payment Date are not to be changed even though an Interest Payment Date is changed because the originally scheduled Interest Payment Date falls on a day which is not a Business Day (as defined below), this will be specified in the Final Terms by the notation “no adjustment for period end dates.”

In these Conditions, “Business Day” means (unless otherwise stated in the applicable Final Terms) a day which is both:

- (A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London and any other Applicable Business Center specified in the applicable Final Terms; and
- (B) either (1) in relation to Notes denominated in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial center of the country of the relevant Specified Currency (if other than London and any other Applicable Business Center specified in the applicable Final Terms), or (2) in relation to Notes denominated in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer System (the “TARGET system”) is open. Unless otherwise provided in the applicable Final Terms, the principal financial center of any country for the purpose of these Terms and Conditions shall be as provided in the 2000 ISDA Definitions, (each as published by the International Swaps and Derivatives Association, Inc.), as amended and updated

as of the first Issue Date of the Notes of this Series (the “ISDA Definitions”) (except in the case of New Zealand and Australia, where the principal financial center will be as specified in the Final Terms).

(ii) *Rate of Interest*

The Rate of Interest payable from time to time in respect of each Series of Floating Rate Notes and Index Linked Interest Notes shall be determined in the manner specified in the applicable Final Terms.

(iii) *ISDA Determination*

(A) Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any) as determined by the Agent (or such other Calculation Agent specified in the applicable Final Terms). For the purposes of this sub-paragraph (A), “ISDA Rate” for an Interest Period means a rate equal to the Floating Rate that would be determined under an interest rate swap transaction for that swap transaction under the terms of an agreement (regardless of any event of default or termination event thereunder) incorporating the ISDA Definitions with the holder of the relevant Note and under which:

- (1) the manner in which the Rate of Interest is to be determined is the “Floating Rate Option” as specified in the applicable Final Terms;
- (2) TMCC is the “Floating Rate Payer”;
- (3) the Agent or other person specified in the applicable Final Terms is the “Calculation Agent”;
- (4) the Interest Commencement Date is the “Effective Date”;
- (5) the aggregate principal amount of the Series is the “Notional Amount”;
- (6) the relevant Interest Period is the “Designated Maturity” as specified in the applicable Final Terms;
- (7) the Interest Payment Dates are the “Floating Rate Payer Payment Dates”;
- (8) the Margin is the “Spread”;
- (9) the relevant Reset Date is either (i) if the applicable Floating Rate Option is based on the London inter-bank offered rate (“LIBOR”) or on the Euro-zone inter-bank offered rate (“EURIBOR”) for a currency, the first day of that Interest Period or (ii) in any other case, as specified in the applicable Final Terms; and
- (10) all other terms are as specified in the applicable Final Terms.

(B) When Condition 4(b)(iii)(A) applies, with respect to each relevant Interest Payment Date:

- (1) the amount of interest determined for such Interest Payment Date shall be the Interest Amount for the relevant Interest Period for the purposes of these Terms and Conditions as though calculated under Condition 4(b)(vi) below; and
- (2) (i) “Floating Rate”, “Floating Rate Option”, “Floating Rate Payer”, “Effective Date”, “Notional Amount”, “Floating Rate Payer Payment Dates”, “Spread”, “Calculation Agent”, “Designated Maturity” and “Reset Date” have the meanings given to those terms in the ISDA Definitions; and (ii) “Euro-zone” means the region comprised of Member States of the European Union that adopt the single currency in accordance with the Treaty

establishing the European Communities, as amended by the Treaty on European Union (the “Treaty”).

(iv) Screen Determination

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (x) the offered quotation; or
- (y) the arithmetic mean (rounded, if necessary, to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum), for the Reference Rate (as specified in the applicable Final Terms) which appears or appear, as the case may be, on the Relevant Screen Page (as set forth in the applicable Final Terms) as at 11:00 a.m. (London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the Interest Determination Date (as defined below) in question plus or minus (as specified in the applicable Final Terms) the Margin (if any), all as determined by the Agent (or such other Calculation Agent specified in the applicable Final Terms). Unless specified otherwise in the applicable Final Terms, if five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations. In addition:

- (A) if, in the case of (x) above, no such rate appears or, in the case of (y) above, fewer than two of such offered rates appear at such time or if the offered rate or rates which appears or appear, as the case may be, as at such time do not apply to a period of a duration equal to the relevant Interest Period, the Rate of Interest for such Interest Period shall, subject as provided below and except as otherwise indicated in the applicable Final Terms, be the arithmetic mean (rounded, if necessary, to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations (expressed as a percentage rate per annum), of which the Agent (or such other Calculation Agent specified in the applicable Final Terms) is advised by all Reference Banks (as defined below) as at 11:00 a.m. (London time) on the Interest Determination Date plus or minus (as specified in the applicable Final Terms) the Margin (if any), all as determined by the Agent (or such other Calculation Agent specified in the applicable Final Terms);
- (B) except as otherwise indicated in the applicable Final Terms, if on any Interest Determination Date to which Condition 4(b)(iv)(A) applies two or three only of the Reference Banks advise the Agent (or such other Calculation Agent specified in the applicable Final Terms) of such offered quotations, the Rate of Interest for the next Interest Period shall, subject as provided below, be determined as in Condition 4(b)(iv)(A) on the basis of the rates of those Reference Banks advising such offered quotations;
- (C) except as otherwise indicated in the applicable Final Terms, if on any Interest Determination Date to which Condition 4(b)(iv)(A) applies one only or none of the Reference Banks advises the Agent (or such other Calculation Agent specified in the applicable Final Terms) of such rates, the Rate of Interest for the next Interest Period shall, subject as provided below and except as otherwise indicated in the applicable Final Terms, be whichever is the higher of:
 - (1) the Rate of Interest in effect for the last preceding Interest Period to which Condition 4(b)(iv)(A) shall have applied (plus or minus (as specified in the applicable Final Terms), where a different Margin is to be applied to the next Interest Period than that which

applied to the last preceding Interest Period, the Margin relating to the next Interest Period in place of the Margin relating to the last preceding Interest Period); or

- (2) the reserve interest rate (the “Reserve Interest Rate”) which shall be the rate per annum which the Agent (or such other Calculation Agent specified in the applicable Final Terms) determines to be either (x) the arithmetic mean (rounded, if necessary, to the fifth decimal place with 0.000005 being rounded upwards) of the lending rates for the Specified Currency which banks selected by the Agent (or such other Calculation Agent specified in the applicable Final Terms) in the principal financial center of the country of the Specified Currency (which, if Australian dollars, shall be Sydney, if New Zealand dollars, shall be Auckland and if euro, shall be London, unless specified otherwise in the applicable Final Terms) are quoting on the relevant Interest Determination Date for the next Interest Period to the Reference Banks or those of them (being at least two in number) to which such quotations are, in the opinion of the Agent (or such other Calculation Agent specified in the applicable Final Terms), being so made plus or minus (as specified in the applicable Final Terms) the Margin (if any), or (y) in the event that the Agent (or such other Calculation Agent specified in the applicable Final Terms) can determine no such arithmetic mean, the lowest lending rate for the Specified Currency which banks selected by the Agent (or such other Calculation Agent specified in the applicable Final Terms) in the principal financial center of the country of the Specified Currency (which, if Australian dollars, shall be Sydney, if New Zealand dollars, shall be Auckland and if euro, shall be London, unless specified otherwise in the applicable Final Terms) are quoting on such Interest Determination Date to leading European banks for the next Interest Period plus or minus (as specified in the applicable Final Terms) the Margin (if any), provided that if the banks selected as aforesaid by the Agent (or such other Calculation Agent specified in the applicable Final Terms) are not quoting as mentioned above, the Rate of Interest shall be the Rate of Interest specified in (1) above;
- (D) the expression “Reference Screen Page” means such page, whatever its designation, on which the Reference Rate that is for the time being displayed on the Reuters Monitor Money Rates Service or Dow Jones Markets Limited or other such service, as specified in the applicable Final Terms;
- (E) unless otherwise specified in the applicable Final Terms, the Reference Banks will be the principal London offices of JPMorgan Chase Bank, National Westminster Bank PLC, UBS Limited and The Bank of Tokyo-Mitsubishi International PLC. TMCC shall procure that, so long as any Floating Rate Note or Index Linked Interest Note to which Condition 4(b)(iv)(A) is applicable remains outstanding, in the case of any bank being unable or unwilling to continue to act as a Reference Bank, TMCC shall specify the London office of some other leading bank engaged in the eurodollar market to act as such in its place;
- (F) the expression “Interest Determination Date” means, unless otherwise specified in the applicable Final Terms, (x) other than in the case of Condition 4(b)(iv)(A), with respect to Notes denominated in any Specified Currency other than Sterling or euro, the second Banking Day in London prior to the commencement of the relevant Interest Period and, in the case of Condition 4(b)(iv)(A), the second Banking Day in the principal financial center of the country of the Specified Currency (which, if Australian dollars, shall be Sydney, if New Zealand dollars, shall be Auckland and if euro, shall be London) prior to the commencement of the relevant Interest Period; (y) with respect to Notes denominated in Sterling, the first Banking Day in London of the relevant Interest Period; and (z) with respect to Notes denominated in euro, the second day on which the TARGET system is open prior to the commencement of the relevant Interest Period.

- (G) the expression “Banking Day” means, in respect of any place, any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in that place or, as the case may be, as indicated in the applicable Final Terms; and
- (H) if the Reference Rate from time to time in respect of Floating Rate Notes or Index Linked Interest Notes is specified in the applicable Final Terms as being other than LIBOR or EURIBOR, any additional provisions relevant in determining the Rate of Interest in respect of such Notes will be set forth in the applicable Final Terms.

(v) *Minimum and/or Maximum Rate of Interest*

If the applicable Final Terms specifies a Minimum Rate of Interest/Interest Amount for any Interest Period, then in no event shall the Rate of Interest/Interest Amount for such Interest Period be less than such Minimum Rate of Interest/Interest Amount. If the applicable Final Terms specifies a Maximum Rate of Interest/Interest Amount for any Interest Period, then in no event shall the Rate of Interest/Interest Amount for such Interest Period be greater than such Maximum Rate of Interest/Interest Amount.

(vi) *Determination of Rate of Interest and calculation of Interest Amount*

The Agent (or, if the Agent is not the Calculation Agent, the Calculation Agent specified in the applicable Final Terms) will, at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest (subject to any Minimum or Maximum Rate of Interest/Interest Amount specified in the applicable Final Terms) and calculate the amount of interest (the “Interest Amount”) payable on the Floating Rate Notes or Index Linked Interest Notes in respect of each Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such product by the applicable Day Count Fraction, as specified in the applicable Final Terms, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any sub-unit being rounded upwards or otherwise in accordance with applicable market convention or as specified in the applicable Final Terms.

“Day Count Fraction” means, in respect of the calculation of an amount of interest for any Interest Period:

- (i) if “Actual/365” or “Actual/Actual” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (ii) if “Actual/365 (Fixed)” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (iii) if “Actual/360” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (iv) if “30/360”, “360/360” or “Bond Basis” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (a) the last day in the Interest Period is the 31st day of a month but the first day of the Interest Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (b) the last day of the Interest Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month));

- (v) if “30E/360” or “Eurobond Basis” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Interest Period unless, in the case of an Interest Period ending on the Maturity Date, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month); and
- (vi) if “Sterling/FRN” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366.

(vii) Notification of Rate of Interest and Interest Amount

The Agent will notify or cause to be notified TMCC and any stock exchange on which the relevant Floating Rate Notes or Index Linked Interest Notes are listed of the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date and will cause the same to be published in accordance with Condition 16 as soon as possible after their determination but in no event later than the fourth London Business Day after their determination. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without publication as aforesaid or prior notice in the event of an extension or shortening of the Interest Period in accordance with the provisions hereof. Each stock exchange on which the relevant Floating Rate Notes or Index Linked Interest Notes are for the time being listed will be promptly notified of any such amendment. For the purposes of this subparagraph (vii), the expression “London Business Day” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London.

(viii) Certificates to be final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this paragraph (b), whether by the Agent or other Calculation Agent, shall (in the absence of wilful default, bad faith or manifest error) be binding on TMCC, the Agent, the Calculation Agent, the other Paying Agents and all Noteholders, Receiptholders and Couponholders and (in the absence as aforesaid) no liability to TMCC, the Noteholders, the Receiptholders or the Couponholders shall attach to the Agent or the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(ix) Limitations on Interest

In addition to any Maximum Rate of Interest which may be applicable to any Floating Rate Note or Index Linked Interest Notes pursuant to Condition 4(b)(v) above, the interest rate on Floating Rate Notes or Index Linked Interest Notes shall in no event be higher than the maximum rate permitted by New York law, as the same may be modified by United States law of general application.

(x) Indexed Linked Interest Notes

In the case of Indexed Notes where the rate of interest is to be determined by reference to the Index and or the Formula, the rate of interest shall be determined in accordance with the Index and/or the Formula and in the manner specified in the applicable Final Terms. The date on which the interest rate is to be determined (the “Interest Determination Date”) shall be as set forth in the Final Terms.

(c) Index Linked Notes and Dual Currency Notes

In the case of Index Linked Notes or Dual Currency Notes, if the Rate of Interest or Interest Amount cannot be determined by reference to an index and/or a formula or, as the case may be, an exchange rate,

such Rate of Interest or Interest Amount payable shall be determined in the manner specified in the applicable Final Terms. The date on which payments under any Index Linked Notes or Dual Currency Notes is to be determined (the “Determination Date”) shall be as set forth in the Final Terms. If the applicable Final Terms specify a Minimum Final Redemption Amount then in no event shall the Final Redemption Amount be less than such Minimum Final Redemption Amount. If the applicable Final Terms specify a Maximum Final Redemption Amount then in no event shall the Final Redemption Amount exceed such Maximum Final Redemption Amount.

(d) Zero Coupon Notes

When a Zero Coupon Note becomes due and repayable prior to the Maturity Date and is not paid when due, the amount due and repayable shall be the Amortized Face Amount of such Note as determined in accordance with Condition 5(f)(iii). As from the Maturity Date, any overdue principal of such Note shall bear interest at a rate per annum equal to the Accrual Yield set forth in the applicable Final Terms.

(e) Partly Paid Notes

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid up nominal amount of such Notes and otherwise as specified in the applicable Final Terms.

(f) Accrual of Interest

Each Note (or in the case of the redemption in part only of a Note, such part to be redeemed) will cease to bear interest (if any) from the due date for its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the holder of such Note; and (ii) the day on which the Agent has notified the holder thereof (either in accordance with Condition 16 or individually) of receipt of all sums due in respect thereof up to that date.

5. Redemption and Purchase

(a) At Maturity

Unless otherwise indicated in the applicable Final Terms and unless previously redeemed or purchased and cancelled as specified below, Notes will be redeemed by TMCC at their Final Redemption Amount specified in, or determined in the manner specified in, the applicable Final Terms in the relevant Specified Currency on the Maturity Date specified in the applicable Final Terms.

(b) Redemption for Tax Reasons

TMCC may redeem the Notes of this Series as a whole but not in part at any time at their Early Redemption Amount, together, if appropriate, with accrued interest to but excluding the date fixed for redemption, if TMCC shall determine that as a result of any change in or amendment to the laws (or any regulations or rulings promulgated thereunder) of the United States of America or of any political subdivision or taxing authority thereof or therein affecting taxation, or any change in application or official interpretation of such laws, regulations or rulings, which amendment or change is effective on or after the latest Issue Date of the Notes of this Series, TMCC would be required to pay Additional Amounts, as provided in Condition 9, on the occasion of the next payment due in respect of the Notes of this Series.

The Notes of this Series are also subject to redemption as a whole but not in part in the other circumstances described in Condition 9.

Notice of intention to redeem Notes will be given at least once in accordance with Condition 16 not less than 30 days nor more than 60 days prior to the date fixed for redemption, provided that no such notice of redemption shall be given earlier than 90 days prior to the effective date of such change or amendment and that at the time notice of such redemption is given, such obligation to pay such Additional Amounts remains in effect. From and after any redemption date, if monies for the redemption of Notes shall have been made available for redemption on such redemption date, such Notes shall cease to bear interest, if applicable, and the only right of the holders of such Notes and any Receipts or Coupons appertaining thereto shall be to receive payment of the Early Redemption Amount and, if appropriate, all unpaid interest accrued to such redemption date.

(c) Final Terms

The Final Terms applicable to the Notes of this Series shall indicate either:

- (i) that the Notes of this Series cannot be redeemed prior to their Maturity Date (except as otherwise provided in paragraph (b) above and in Condition 13); or
- (ii) that such Notes will be redeemable at the option of TMCC and/or the holders of the Notes prior to such Maturity Date in accordance with the provisions of paragraphs (d) and/or (e) below on the date or dates and at the amount or amounts indicated in the applicable Final Terms.

(d) Redemption at the Option of TMCC (“Call Option”)

If so specified in the applicable Final Terms, TMCC may, having given:

- (i) not more than 60 nor less than 30 days notice to the holders of the Notes of this Series in accordance with Condition 16, or such other notice as is specified in the applicable Final Terms; and
- (ii) not less than 5 days before the date the notice referred to in (i) is required to be given (or such other notice as is specified in the applicable Final Terms), notice to the Agent;

(which notices shall be irrevocable), repay all or some only of the Notes of this Series then outstanding on the Optional Redemption Date(s) and at the Optional Redemption Amount(s) indicated in the applicable Final Terms together, if appropriate, with accrued interest. In the event of a redemption of some only of such Notes of this Series, such redemption must be for an amount being the Minimum Redemption Amount or a Maximum Redemption Amount, as indicated in the applicable Final Terms. In the case of a partial redemption of definitive Notes of this Series, the Notes of this Series to be repaid will be selected individually by lot not more than 60 days prior to the date fixed for redemption and a list of the Notes of this Series called for redemption will be published in accordance with Condition 16 not less than 30 days prior to such date, or such other period as is specified in the applicable Final Terms. In the case of a partial redemption of Notes which are represented by a global Note, the relevant Notes will be redeemed in accordance with the rules of Euroclear and/or Clearstream, Luxembourg. Unless specified otherwise in the applicable Final Terms, if an Optional Redemption Date would otherwise fall on a day which is not a Business Day (as defined in Condition 4(b)(i)), it shall be subject to adjustment in accordance with the Business Day Convention applicable to the Notes or such other Business Day Convention specified in the applicable Final Terms.

(e) Redemption at the Option of the Noteholders (“Put Option”)

Unless otherwise specified in the applicable Final Terms, the Notes will not be subject to repayment at the option of the Noteholders. If the Notes are subject to repayment at the option of the Noteholders, they shall be subject to repayment on the Optional Redemption Date(s) and at the Optional Redemption Amount(s) indicated in the applicable Final Terms together, if appropriate, with accrued interest. The other terms of any such Put Option shall be set forth in the applicable Final Terms.

(f) Early Redemption Amounts

For the purposes of paragraph (b) above and Condition 13, Notes will be redeemed at an amount (the “Early Redemption Amount”) calculated as follows:

- (i) in the case of Notes with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof; or
- (ii) in the case of Notes (other than Zero Coupon Notes) with a Final Redemption Amount which is or may be greater or less than the Issue Price or which is payable in a Specified Currency other than that in which the Notes are denominated, at the amount set out in, or determined in the manner set out in, the applicable Final Terms or, if no such amount or manner is set out in the applicable Final Terms, at their nominal amount; or
- (iii) in the case of Zero Coupon Notes, at an amount (the “Amortized Face Amount”) equal to:
 - (A) the sum of (x) the Reference Price specified in the applicable Final Terms and (y) the product of the Accrual Yield specified in the applicable Final Terms (compounded annually) being applied to the Reference Price from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable; or
 - (B) if the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to paragraph (b) above or upon its becoming due and repayable as provided in Condition 13 is not paid or available for payment when due, the amount due and repayable in respect of such Zero Coupon Note shall be the Amortized Face Amount of such Zero Coupon Note calculated as provided above as though the references in sub-paragraph (A) to the date fixed for redemption or the date upon which the Zero Coupon Note becomes due and repayable were replaced by references to the date (the “Reference Date”) which is the earlier of:
 - (1) the date on which all amounts due in respect of the Note have been paid; and
 - (2) the date on which the full amount of the moneys repayable has been received by the Agent and notice to that effect has been given in accordance with Condition 16.

The calculation of the Amortized Face Amount in accordance with this sub-paragraph (B) will continue to be made, after as well as before judgment, until the Reference Date unless the Reference Date falls on or after the Maturity Date, in which case the amount due and repayable shall be the nominal amount of such Note together with interest at a rate per annum equal to the Accrual Yield.

Unless specified otherwise in the applicable Final Terms, where any such calculation is to be made for a period which is not a whole number of years, it shall be made (I) in the case of a Zero Coupon Note other than a Zero Coupon Note payable in euro, on the basis of a 360-day year consisting of 12 months of 30 days each (or 365/366 days in the case of Notes denominated in Sterling) and, in the case of an incomplete month, the number of days elapsed or (II) in the case of a Zero Coupon Note payable in euro, on the basis of the actual number of days elapsed divided by 365 (or, if any of the days elapsed falls in a leap year, the sum of (x) the number of those days falling in a leap year divided by 366 and (y) the number of those days falling in a non-leap year divided by 365) or (in either case) on such other calculation basis as may be specified in the applicable Final Terms.

(g) Installments

Any Note which is repayable in installments will be redeemed in the Installment Amounts and on the Installment Dates specified in the applicable Final Terms.

(h) Partly Paid Notes

If the Notes are Partly Paid Notes, they will be redeemed, whether at maturity, early redemption or otherwise in accordance with the provisions of this Condition 5 as amended or varied by the applicable Final Terms.

(i) Purchases

TMCC may at any time purchase or otherwise acquire Notes in the open market or otherwise at any price. If purchases are made by tender, tenders must be available to all holders of Notes of a Series alike.

(j) Cancellation, Resale or Reissuance at the Option of TMCC

All Notes redeemed shall be, and all Notes purchased or otherwise acquired as aforesaid (together, in the case of definitive Notes, with all unmaturing Coupons or Receipts attached thereto or purchased or acquired therewith) may, at the option of TMCC, either be (i) resold or reissued, or held by TMCC for subsequent resale or reissuance, or (ii) cancelled, in which event such Notes, Receipts and Coupons may not be resold or reissued.

6. Payments

(a) Method of Payment

Subject as provided below, payments in a currency other than euro will be made by transfer to an account in the Specified Currency (which, in the case of a payment in Yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with, or by a check in the Specified Currency drawn on, a bank (which, in the case of a payment in Yen to a non-resident of Japan, shall be an authorized foreign exchange bank) in the principal financial center of the country of such Specified Currency (which, if Australian dollars, shall be Sydney and if New Zealand dollars, shall be Auckland).

Payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or by euro check.

Notwithstanding the above provisions of this Condition 6(a), a check may not be delivered to an address in, and an amount may not be transferred to an account at a bank located in, the United States of America or its possessions by any office or agency of TMCC, the Agent or any Paying Agent, except as provided in Condition 6(b). Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 9.

(b) Presentation of Notes, Receipts, Coupons and Talons

Payments of principal in respect of definitive Notes will (subject as provided below) be made in the Specified Currency in the manner provided in paragraph (a) against presentation and surrender (or, in the case of part payment of a sum due only, endorsement) of definitive Notes and payments of interest in respect of the definitive Notes will (subject as provided below) be made in the Specified Currency in the manner provided in paragraph (a) against presentation and surrender (or, in the case of part payment of a sum due only, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States of America and its possessions.

In the case of definitive Notes, payments of principal with respect to installments (if any), other than the final installment, will (subject as provided below) be made in the manner provided in paragraph (a) against presentation and surrender (or, in the case of part payment of a sum due only, endorsement) of the relevant Receipt. Each Receipt must be presented for payment of the relevant installment together with the relevant definitive Note against which the amount will be payable with respect to that installment. If any definitive Note is redeemed or becomes repayable prior to the stated Maturity Date, principal will be

payable in the manner provided in paragraph (a) on presentation and surrender of such definitive Note together with all unmatured Receipts appertaining thereto. Receipts presented without the definitive Note to which they appertain and unmatured Receipts do not constitute valid obligations of TMCC. Upon the date on which any definitive Note becomes due and repayable, unmatured Receipts (if any) appertaining thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.

Upon the date on which any Fixed Rate Notes in definitive form (other than Dual Currency Notes or Index Linked Notes) become due and repayable, such Notes should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons to be issued on exchange of matured Talons) failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the aggregate amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Unless otherwise specified in the applicable Final Terms, each amount of principal so deducted will be paid in the manner mentioned above against surrender of the related missing Coupon at any time before the expiry of five years after the Relevant Date (as defined in Condition 15) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 15). Upon any Fixed Rate Note becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note, Dual Currency Note or Index Linked Note in definitive form becomes due and repayable, all unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons, shall be made in respect thereof.

If the due date for redemption of any Note in definitive form is not an Interest Payment Date, interest (if any) accrued with respect to such Note from and including the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date or Issue Date (as applicable) shall be payable only against surrender of the relevant definitive Note.

Payments of principal and interest (if any) in respect of Notes of this Series represented by any global Note will (subject as provided below) be made in the manner specified above and otherwise in the manner specified in the relevant global Note against presentation or surrender, as the case may be, of such global Note at the specified office of any Paying Agent located outside the United States except as provided below. A record of each payment made against presentation or surrender of such global Note, distinguishing between any payment of principal and any payment of interest, will be made on such global Note by the Agent and such record shall be prima facie evidence that the payment in question has been made.

The holder of the relevant global Note shall be the only person entitled to receive payments in respect of Notes represented by such global Note and TMCC will be discharged by payment to, or to the order of, the holder of such global Note with respect to each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular nominal amount of Notes must look solely to Euroclear and/or Clearstream, Luxembourg, as the case may be, for his share of each payment so made by TMCC to, or to the order of, the holder of the relevant global Note. No person other than the holder of the relevant global Note shall have any claim against TMCC in respect of payments due on that global Note.

Notwithstanding the foregoing, payments in respect of the Notes may be made at the specified office of a Paying Agent in the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction) only if:

- (i) TMCC has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payments in U.S. dollars

at such specified offices outside the United States of the full amount owing in respect of the Notes in the manner provided above when due;

- (ii) payment of the full amount owing in respect of the Notes at all such specified offices outside the United States is illegal or effectively precluded by the imposition of exchange controls or other similar restrictions on the full payment or receipt of interest in U.S. dollars; and
- (iii) such payment is then permitted under United States law without involving, in the opinion of TMCC, adverse tax consequences to TMCC.

(c) Payment Business Day

Unless specified otherwise in the applicable Final Terms, if the date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Business Day in a place of presentation, the holder thereof shall not be entitled to payment until the next following Payment Business Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, unless otherwise specified in the applicable Final Terms, "Payment Business Day" means any day which is:

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
 - (A) the relevant place of presentation;
 - (B) London; and
 - (C) any other Applicable Business Center specified in the applicable Final Terms; and
- (ii) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial center of the country of the relevant Specified Currency (if other than the place of presentation, London and any other Applicable Business Center and which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney or Auckland, respectively, unless specified otherwise in the applicable Final Terms) or (B) in relation to any sum payable in euro, a day on which the TARGET system is open.

(d) Interpretation of Principal and Interest

Any reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- (i) any Additional Amounts which may be payable under Condition 9 in respect of principal;
- (ii) the Final Redemption Amount of the Notes;
- (iii) the Early Redemption Amount of the Notes;
- (iv) in relation to Notes redeemable in installments, the Installment Amounts;
- (v) any premium and any other amounts which may be payable under or in respect of the Notes;
- (vi) in relation to Zero Coupon Notes, the Amortized Face Amount; and
- (vii) the Optional Redemption Amount(s) (if any) of the Notes.

Any reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under Condition 9, except as provided in clause (i) above.

7. Agent and Paying Agents

The names of the initial Agent and the other initial Paying Agent and their initial specified offices are set out on the inside back cover page of the Offering Circular. In acting under the Agency Agreement, the Agent and the Paying Agents will act solely as agents of TMCC and do not assume any obligations or relationships of agency or trust to or with the Noteholders, Receiptholders or Couponholders, except that (without affecting the obligations of TMCC to the Noteholders, Receiptholders and Couponholders to repay Notes and pay interest thereon) funds received by the Agent for the payment of the principal of or interest on the Notes shall be held in trust by it for the Noteholders and/or Receiptholders and/or Couponholders until the expiration of the relevant period of prescription under Condition 15. TMCC agrees to perform and observe the obligations imposed upon it under the Agency Agreement and to use its best efforts to cause the Agent and the Paying Agents to perform and observe the obligations imposed upon them under the Agency Agreement. The Agency Agreement contains provisions for the indemnification of the Agent and the Paying Agents and for relief from responsibility in certain circumstances, and entitles any of them to enter into business transactions with TMCC without being liable to account to the Noteholders, Receiptholders or the Couponholders for any resulting profit.

TMCC is entitled to vary or terminate the appointment of any Paying Agent or any other Paying Agent appointed under the terms of the Agency Agreement and/or appoint additional or other Paying Agents and/or approve any change in the specified office through which any Paying Agent acts, provided that:

- (i) so long as the Notes of this Series are listed on any stock exchange, there will at all times be a Paying Agent with a specified office in each location required by the rules and regulations of the relevant stock exchange or listing authority;
- (ii) there will at all times be a Paying Agent with a specified office in a city approved by the Agent in continental Europe;
- (iii) there will at all times be an Agent; and
- (iv) if any tax, assessment or other governmental charge required to be withheld or deducted by any Paying Agent from any payment of principal or interest in respect of any Note, Receipt or Coupon, where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26th-27th November 2000 on the taxation of savings income or any law implementing or complying with, or introduced to conform to, such Directive, TMCC will ensure that it maintains, if possible, a Paying Agent in a Member State of the European Union that will not be obliged to withhold or deduct tax pursuant to any such Directive or law.

In addition, with respect to Notes denominated in U.S. dollars, TMCC shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in the final paragraph of Condition 6(b). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days prior notice thereof shall have been given to the Agent and the Noteholders in accordance with Condition 16.

8. Exchange of Talons

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to, and including, the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 15. Each

Talon shall, for the purposes of these Terms and Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relative Coupon sheet matures.

9. Payment of Additional Amounts

Except as specifically provided by this Condition 9, TMCC shall not be required to make any payment in respect of the Notes with respect to any tax, assessment or other governmental charge (“Tax”) imposed by any government or a political subdivision or taxing authority thereof or therein.

TMCC will, subject to certain limitations and exceptions (set forth below), pay to a Noteholder, Receiptholder or Couponholder who is a U.S. Alien (as defined below) such amounts (“Additional Amounts”) as may be necessary so that every net payment of principal or interest in respect of the Notes, Receipts or Coupons, after deduction or withholding for or on account of any Tax imposed upon such Noteholder, Receiptholder or Couponholder, or by reason of the making of such payment, by the United States or any political subdivision or taxing authority thereof or therein, will not be less than the amount provided for in the Notes, Receipts or Coupons. However, TMCC shall not be required to make any payment of Additional Amounts for or on account of:

- (a) any Tax which would not have been imposed but for (i) the existence of any present or former connection between such Noteholder, Receiptholder or Couponholder or any beneficial owner of a Note, Receipt, or Coupon (or between a fiduciary, settlor, beneficiary, member or shareholder of, or possessor of a power over, such Noteholder, Receiptholder, Couponholder or beneficial owner, if such Noteholder, Receiptholder, Couponholder or beneficial owner is an estate, trust, partnership or corporation) and the United States, including, without limitation, being or having been a citizen or resident thereof or being or having been present or engaged in trade or business therein or having or having had a permanent establishment therein, or (ii) such Noteholder’s, Receiptholder’s, Couponholder’s or beneficial owner’s past or present status as a personal holding company, passive foreign investment company, foreign personal holding company, controlled foreign corporation or a private foundation (as those terms are defined for United States tax purposes) or as a corporation which accumulates earnings to avoid U.S. federal income tax;
- (b) any estate, inheritance, gift, sales, transfer, personal property or similar Tax;
- (c) any Tax that would not have been so imposed but for the presentation of a Note, Receipt or Coupon for payment on a date more than 15 days after the date on which such payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;
- (d) any Tax which is payable otherwise than by deduction or withholding from payments of principal or interest in respect of the Notes, Receipts or Coupons;
- (e) any Tax imposed on interest received or beneficially owned by (i) a 10% shareholder of TMCC within the meaning of Internal Revenue Code Section 871(h)(3)(b) or Section 881(c)(3)(b) or (ii) a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business;
- (f) any Tax required to be withheld or deducted by any Paying Agent from any payment of principal or interest in respect of any Note, Receipt or Coupon, if such payment can be made without such withholding or deduction by any other Paying Agent with respect to the Notes;
- (g) any Tax which would not have been imposed but for the failure to comply with certification, information, documentation, or other reporting requirements concerning the nationality, residence, identity or connection with the United States of the Noteholder, Receiptholder or Couponholder or of the beneficial owner of such Note, Receipt or Coupon, if such compliance is required by statute or by regulation of the United States Treasury Department as a precondition to relief or exemption from such Tax;

- (h) any Tax imposed with respect to a payment on a Note, Receipt or Coupon to any Noteholder, Receiptholder or Couponholder who is a fiduciary or partnership or other than the sole beneficial owner of the Note, Receipt or Coupon to the extent a beneficiary or settlor with respect to such fiduciary, a member of such partnership or a beneficial owner of the Note, Receipt or Coupon would not have been entitled to payment of the Additional Amounts, had such beneficiary, settlor, member or beneficial owner been the holder of the Note, Receipt or Coupon;
- (i) any Tax required to be withheld or deducted by any Paying Agent from any payment of principal or interest in respect of any Note, Receipt or Coupon, where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced to conform to, such Directive; or
- (j) any combination of items (a), (b), (c), (d), (e), (f), (g), (h) and (i) above;

The term “U.S. Alien” means any corporation, individual, fiduciary or partnership that for U.S. federal income tax purposes is a foreign corporation, nonresident alien individual, nonresident alien fiduciary of a foreign estate or trust, or foreign partnership one or more members of which is a foreign corporation, nonresident alien individual or nonresident alien fiduciary of a foreign estate or trust.

If TMCC shall determine that any payment made outside the United States by TMCC or any of its Paying Agents of the full amount of the next scheduled payment of either principal or interest due in respect of any Note, Receipt or Coupon of this Series would, under any present or future laws or regulations of the United States affecting taxation or otherwise, be subject to any certification, information or other reporting requirements of any kind, the effect of which requirements is the disclosure to TMCC, any of its Paying Agents or any governmental authority of the nationality, residence or identity (as distinguished from status as a U.S. Alien) of a beneficial owner of such Note, Receipt or Coupon who is a U.S. Alien (other than such requirements which (i) would not be applicable to a payment made to a custodian, nominee or other agent of the beneficial owner, or which can be satisfied by such a custodian, nominee or other agent certifying to the effect that such beneficial owner is a U.S. Alien; provided, however, in each case that payment by such custodian, nominee or agent to such beneficial owner is not otherwise subject to any requirements referred to in this sentence, (ii) are applicable only to payment by a custodian, nominee or other agent of the beneficial owner to or on behalf of such beneficial owner, or (iii) would not be applicable to a payment made by any other paying agent of TMCC), TMCC shall redeem the Notes of this Series as a whole but not in part at a redemption price equal to the Early Redemption Amount together, if appropriate, with accrued interest to, but excluding, the date fixed for redemption, such redemption to take place on such date not later than one year after the publication of notice of such determination. If TMCC becomes aware of an event that might give rise to such certification, information or other reporting requirements, TMCC shall, as soon as practicable, solicit advice of independent counsel selected by TMCC to establish whether such certification, information or other reporting requirements will apply and, if such requirements will apply, TMCC shall give prompt notice of such determination (a “Tax Notice”) in accordance with Condition 16 stating in such notice the effective date of such certification, information or other reporting requirements and, if applicable, the date by which the redemption shall take place. Notwithstanding the foregoing, TMCC shall not redeem Notes if TMCC shall subsequently determine not less than 30 days prior to the date fixed for redemption that subsequent payments would not be subject to any such requirements, in which case TMCC shall give prompt notice of such determination in accordance with Condition 16 and any earlier redemption notice shall thereby be revoked and of no further effect.

Notwithstanding the foregoing, if and so long as the certification, information or other reporting requirements referred to in the preceding paragraph would be fully satisfied by payment of a backup withholding tax or similar charge, TMCC may elect prior to publication of the Tax Notice to have the

provisions described in this paragraph apply in lieu of the provisions described in the preceding paragraph, in which case the Tax Notice shall state the effective date of such certification, information or reporting requirements and that TMCC has elected to pay Additional Amounts rather than redeem the Notes. In such event, TMCC will pay as Additional Amounts such amounts as may be necessary so that every net payment made following the effective date of such certification, information or reporting requirements outside the United States by TMCC or any of its Paying Agents of principal or interest due in respect of a Note, Receipt or Coupon to a holder who certifies to the effect that the beneficial owner of such Note, Receipt or Coupon is a U.S. Alien (provided that such certification shall not have the effect of communicating to TMCC or any of its Paying Agents or any governmental authority the nationality, residence or identity of such beneficial owner), after deduction or withholding for or on account of such backup withholding tax or similar charge (other than a backup withholding tax or similar charge which (i) is imposed as a result of certification, information or other reporting requirements referred to in the second parenthetical clause of the first sentence of the preceding paragraph, or (ii) is imposed as a result of the fact that TMCC or any of its Paying Agents has actual knowledge that the holder or beneficial owner of such Note, Receipt or Coupon is not a U.S. Alien but is within the category of persons, corporations or other entities described in clause (a)(i) of this Condition 9, or (iii) is imposed as a result of presentation of such Note, Receipt or Coupon for payment more than 15 days after the date on which such payment becomes due and payable or on which payment thereof is duly provided for, whichever occurs later), will not be less than the amount provided for in such Note, such Receipt or such Coupon to be then due and payable. In the event TMCC elects to pay such Additional Amounts, TMCC will have the right, at its sole option, at any time, to redeem the Notes of this Series, as a whole but not in part at a redemption price equal to their Early Redemption Amount, together, if appropriate, with accrued interest to the date fixed for redemption including any Additional Amounts required to be paid under this paragraph. If TMCC has made the determination described in the preceding paragraph with respect to certification, information or other reporting requirements applicable to interest only and subsequently makes a determination in the manner and of the nature referred to in such preceding paragraph with respect to such requirements applicable to principal, TMCC will redeem the Notes of this Series in the manner and on the terms described in the preceding paragraph (except as provided below), unless TMCC elects to have the provisions of this paragraph apply rather than the provisions of the immediately preceding paragraph. If in such circumstances the Notes are to be redeemed, TMCC will be obligated to pay Additional Amounts with respect to interest, if any, accrued to the date of redemption. If TMCC has made the determination described in the preceding paragraph and subsequently makes a determination in the manner and of the nature referred to in such preceding paragraph that the level of withholding applicable to principal or interest has been increased, TMCC will redeem the Notes of this Series in the manner and on the terms described in the preceding paragraph (except as provided below), unless TMCC elects to have the provisions of this paragraph apply rather than the provisions of the immediately preceding paragraph. If in such circumstances the Notes are to be redeemed, TMCC will be obligated to pay Additional Amounts with respect to the original level of withholding on principal and interest, if any, accrued to the date of redemption.

10. Negative Pledge

The Notes will not be secured by any mortgage, pledge or other lien. TMCC shall not pledge or otherwise subject to any lien, any property or assets of TMCC to secure any indebtedness for borrowed money incurred, issued, assumed or guaranteed by TMCC unless the Notes are secured by the pledge or lien equally and ratably with all other obligations secured thereby so long as such other indebtedness shall be so secured; provided, however, that such covenant will not apply to liens securing indebtedness which does not in the aggregate at any one time outstanding exceed 20 percent of Consolidated Net Tangible Assets (as defined below) of TMCC and its consolidated subsidiaries and also does not apply to:

- (a) the pledge of any assets of TMCC to secure any financing by TMCC of the exporting of goods to or between, or the marketing thereof in, countries other than the United States in connection

with which TMCC reserves the right, in accordance with customary and established banking practice, to deposit, or otherwise subject to a lien, cash, securities or receivables, for the purpose of securing banking accommodations or as the basis for the issuance of bankers' acceptances or in aid of other similar borrowing arrangements;

- (b) the pledge of receivables payable in currencies other than United States dollars to secure borrowings in countries other than the United States;
- (c) any deposit of assets of TMCC in favor of any governmental bodies to secure progress, advance or other payments under a contract or a statute;
- (d) any lien or charge on any property of TMCC, tangible or intangible, real or personal, existing at the time of acquisition or construction of such property (including acquisition through merger or consolidation) or given to secure the payment of all or any part of the purchase or construction price thereof or to secure any indebtedness incurred prior to, at the time of, or within one year after, the acquisition or completion of construction thereof for the purpose of financing all or any part of the purchase or construction price thereof;
- (e) bankers' lien or rights of offset;
- (f) any lien securing the performance of any contract or undertaking of TMCC not directly or indirectly in connection with the borrowing of money, obtaining of advances or credit or the securing of debt, if made and continuing in the ordinary course of business;
- (g) any lien to secure non-recourse obligations in connection with TMCC's engaging in leveraged or single-investor lease transactions;
- (h) any lien to secure payment obligations with respect to (x) rate swap transactions, swap options, basis swaps, forward rate transactions, commodity swaps, commodity options, equity or equity index swaps, equity or equity index options, bond options, interest rate options, foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, credit protection transactions, credit swaps, credit default swaps, credit default options, total return swaps, credit spread transactions, repurchase transactions, reverse repurchase transactions, buy/sell-back transactions, securities lending transactions, weather index transactions, or forward purchases or sales of a security, commodity or other financial instrument or interest (including any option with respect to any of these transactions), or (y) transactions that are similar to those described above; and
- (i) any extension, renewal or replacement (or successive extensions, renewals or replacements), in whole or in part, of any lien, charge or pledge referred to in clauses (a) through (h) above; provided, however, that the amount of any and all obligations and indebtedness secured thereby will not exceed the amount thereof so secured immediately prior to the time of such extension, renewal or replacement, and that such extension, renewal or replacement will be limited to all or a part of the property which secured the charge or lien so extended, renewed or replaced (plus improvements on such property).

“Consolidated Net Tangible Assets” means the aggregate amount of assets (less applicable reserves and other properly deductible items) after deducting therefrom all goodwill, trade names, trademarks, patents, unamortized debt discount and expense and other like intangibles of TMCC and its consolidated subsidiaries, all as set forth on the most recent balance sheet of TMCC and its consolidated subsidiaries prepared in accordance with generally accepted accounting principles as practiced in the United States.

11. Consolidation or Merger

TMCC may consolidate with, or sell, lease or convey all or substantially all of its assets as an entirety to, or merge with or into any other corporation provided that in any such case, (i) either TMCC shall be

the continuing corporation, or the successor corporation shall be a corporation organized and existing under the laws of the United States of America or any state thereof and such successor corporation shall expressly assume the due and punctual payment of the principal of and interest (including Additional Amounts as provided in Condition 9) on all the Notes, Receipts and Coupons, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Note to be performed by TMCC by an amendment to the Agency Agreement executed by such successor corporation, TMCC and the Agent, and (ii) immediately after giving effect to such transaction, no Event of Default under Condition 13, and no event which, with notice or lapse of time or both, would become such an Event of Default shall have happened and be continuing. In case of any such consolidation, merger, sale, lease or conveyance and upon any such assumption by the successor corporation, such successor corporation shall succeed to and be substituted for TMCC, with the same effect as if it had been named herein as TMCC, and the predecessor corporation, except in the event of a conveyance by way of lease, shall be relieved of any further obligation under this Note and the Agency Agreement.

12. Meetings, Modifications and Waivers

The Agency Agreement contains provisions which, unless otherwise provided in the Final Terms, are binding on TMCC, the Noteholders, the Receiptholders and the Couponholders, for convening meetings of holders of Notes, Receipts and Coupons to consider matters affecting their interests, including the modification or waiver of the Terms and Conditions applicable to the Notes.

The Agency Agreement, the Notes and any Receipts and Coupons attached to the Notes may be amended by TMCC (and, in the case of the Agency Agreement, the Agent) (i) for the purpose of curing any ambiguity, or for curing, correcting or supplementing any defective provision contained therein, or to evidence the succession of another corporation to TMCC as provided in Condition 11, (ii) to make any further modifications of the terms of the Agency Agreement necessary or desirable to allow for the issuance of any additional Notes (which modifications shall not be materially adverse to holders of outstanding Notes) or (iii) in any manner which TMCC (and, in the case of the Agency Agreement, the Agent) may deem necessary or desirable and which shall not materially adversely affect the interests of the holders of the Notes, Receipts and Coupons, to all of which each holder of Notes, Receipts and Coupons shall, by acceptance thereof, consent. In addition, with the written consent of the holders of not less than a majority in aggregate principal amount of the Notes then outstanding affected thereby, or by a resolution adopted by a majority in aggregate principal amount of such outstanding Notes affected thereby present or represented at a meeting of such holders at which a quorum is present, as provided in the Agency Agreement (provided that such resolution shall be approved by the holders of not less than 25 percent of the aggregate principal amount of Notes affected thereby then outstanding), TMCC and the Agent may from time to time and at any time enter into agreements modifying or amending the Agency Agreement or the terms and conditions of the Notes, Receipts and Coupons for the purpose of adding any provisions to or changing in any manner or eliminating any provisions of the Agency Agreement or of modifying in any manner the rights of the holders of Notes, Receipts and Coupons; provided, however, that no such agreement shall, without the consent or the affirmative vote of the holder of each Note affected thereby, (i) change the stated maturity of the principal of or any installment of interest on any Note, (ii) reduce the principal amount of or interest on any Note, (iii) change the obligation of TMCC to pay Additional Amounts as provided in Condition 9, (iv) reduce the percentage in principal amount of outstanding Notes the consent of the holders of which is necessary to modify or amend the Agency Agreement or the terms and conditions of the Notes or to waive any future compliance or past default, or (v) reduce the percentage in principal amount of outstanding Notes the consent of the holders of which is required at any meeting of holders of Notes at which a resolution is adopted. The quorum at any meeting called to adopt a resolution will be persons holding or representing a majority in aggregate principal amount of the Notes at the time outstanding affected thereby and at any adjourned meeting will be one or more persons holding or representing 25 percent in aggregate principal amount of such Notes at the time outstanding affected thereby. Any instrument given by or on behalf of any holder of a Note in connection with any consent to

any such modification, amendment or waiver will be irrevocable once given and will be conclusive and binding on all subsequent holders of such Note. Any modifications, amendments or waivers to the Agency Agreement or to the terms and conditions of the Notes, Receipts and Coupons will be conclusive and binding on all holders of Notes, Receipts and Coupons, whether or not they have given such consent or were present at any meeting, and whether or not notation of such modifications, amendments or waivers is made upon the Notes, Receipts and Coupons. It shall not be necessary for the consent of the holders of Notes under this Condition 12 to approve the particular form of any proposed amendment, but it shall be sufficient if such consent shall approve the substance thereof.

Notes authenticated and delivered after the execution of any amendment to the Agency Agreement, Notes, Receipts or Coupons may bear a notation in form approved by the Agent as to any matter provided for in such amendment to the Agency Agreement.

New Notes so modified as to conform, in the opinion of the Agent and TMCC, to any modification contained in any such amendment may be prepared by TMCC, authenticated by the Agent and delivered in exchange for the Notes then outstanding.

For the purposes of this Condition 12 and Condition 13 below, the term “outstanding” means, in relation to the Notes, all Notes issued under the Agency Agreement other than (i) those which have been redeemed in full in accordance with the Agency Agreement or these Terms and Conditions, (ii) those in respect of which the date for redemption in accordance with these Terms and Conditions has occurred and the redemption moneys therefor (including all interest (if any) accrued thereon to the date for such redemption and any interest (if any) payable under these Terms and Conditions after such date) have been duly paid to the Agent as provided in the Agency Agreement (and, where appropriate, notice has been given to the Noteholders in accordance with Condition 16) and remain available for payment against presentation of the Notes, (iii) those which have become void under Condition 15, (iv) those which have been purchased or otherwise acquired and cancelled as provided in Condition 5, and those which have been purchased or otherwise acquired and are being held by TMCC for subsequent resale or reissuance as provided in Condition 5 during the time so held, (v) those mutilated or defaced Notes which have been surrendered in exchange for replacement Notes pursuant to Condition 14, (vi) (for the purposes only of determining how many Notes are outstanding and without prejudice to their status for any other purpose) those Notes alleged to have been lost, stolen or destroyed and in respect of which replacement Notes have been issued pursuant to Condition 14 and (vii) temporary global Notes to the extent that they shall have been duly exchanged in whole for permanent global Notes or definitive Notes and permanent global Notes to the extent that they shall have been duly exchanged in whole for definitive Notes, in each case pursuant to their respective provisions.

13. Default and Acceleration

- (a) In the event that (each an “Event of Default”):
- (i) default shall be made in the payment when due of any installment of interest or any Additional Amounts on any of the Notes continued for a period of 30 days after the date when due; or
 - (ii) default shall be made for more than three days in the payment when due of the principal of any Note (whether at maturity or upon redemption or otherwise); or
 - (iii) default in the deposit of any sinking fund payment with respect to any Note when and as due; or
 - (iv) TMCC shall fail to perform or observe any other term, covenant or agreement contained in the Terms and Conditions applicable to any of the Notes or in the Agency Agreement for a period of 60 days after the date on which written notice of such failure, requiring TMCC to

remedy the same, first shall have been given to the Agent and TMCC by the holders of at least 25 percent in aggregate principal amount of the Notes then outstanding; or

- (v) there is an acceleration of, or failure to pay when due and payable, any indebtedness for money borrowed of TMCC exceeding \$10,000,000 and such acceleration is not rescinded or annulled, or such indebtedness is not discharged, within 10 days after written notice thereof has first been given to TMCC and the Agent by the holders of not less than 10 percent in aggregate principal amount of Notes then outstanding; or
- (vi) the entry by a court having competent jurisdiction of (a) a decree or order granting relief in respect of TMCC in an involuntary proceeding under any applicable bankruptcy, insolvency, reorganization or other similar law and such decree or order shall remain unstayed and in effect for a period of 60 consecutive days; or (b) a decree or order adjudging TMCC to be insolvent, or approving a petition seeking reorganization, arrangement, adjustment or composition of TMCC and such decree or order shall remain unstayed and in effect for a period of 60 consecutive days; or (c) a final and non-appealable order appointing a custodian, receiver, liquidator, assignee, trustee or other similar official of TMCC or of any substantial part of the property of TMCC, or ordering up the winding up or liquidation of the offices of TMCC; or
- (vii) the commencement by TMCC of a voluntary proceeding under any applicable bankruptcy, insolvency, reorganization or other similar law or of a voluntary proceeding seeking to be adjudicated insolvent or the consent of TMCC to the entry of a decree or order for relief in an involuntary proceeding under any applicable bankruptcy, insolvency, reorganization or other similar law or to the commencement of any insolvency proceedings against it, or the filing by TMCC of a petition or answer or consent seeking reorganization or relief under any applicable law, or the consent by TMCC to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee or similar official of TMCC or any substantial part of the property of TMCC or the making by TMCC of an assignment for the benefit of creditors, or the taking of corporate action by TMCC in furtherance of any such action;

then the holder of any Note may, at its option, declare the principal of such Note and the interest, if any, accrued thereon to be due and payable immediately by written notice to TMCC and the Agent at its main office in London, and unless all such defaults shall have been cured by TMCC prior to receipt of such written notice, the principal of such Note and the interest, if any, accrued thereon shall become and be immediately due and payable.

At any time after such a declaration of acceleration with respect to the Notes has been made and before a judgment or decree for payment of the money due with respect to any Note has been obtained by any Noteholder, such declaration and its consequences may be rescinded and annulled upon the written consent of holders of a majority in aggregate principal amount of the Notes then outstanding, or by resolution adopted by a majority in aggregate principal amount of the Notes present or represented at a meeting of holders of the Notes at which a quorum is present, as provided in the Agency Agreement, if:

- (1) TMCC has paid or deposited with the Agent a sum sufficient to pay
 - (A) all overdue installments of interest on the Notes, and
 - (B) the principal of Notes which has become due otherwise than by such declaration of acceleration; and
- (2) all Events of Default with respect to the Notes, other than the non-payment of the principal of such Notes which has become due solely by such declaration of acceleration, have been cured or waived as provided in paragraph (b) below.

No such rescission shall affect any subsequent default or impair any right consequent thereon.

- (b) Any Events of Default by TMCC, other than the events described in paragraph (a)(i) or (a)(ii) above or in respect of a covenant or provision which cannot be modified and amended without the written consent of the holders of all outstanding Notes, may be waived by the written consent of holders of a majority in aggregate principal amount of the Notes then outstanding affected thereby, or by resolution adopted by the holders of a majority in aggregate principal amount of such Notes then outstanding present or represented at a meeting of holders of the Notes affected thereby at which a quorum is present, as provided in the Agency Agreement.

14. Replacement of Notes, Receipts, Coupons and Talons

Should any Note, Receipt, Coupon or Talon be mutilated, defaced or destroyed or be lost or stolen, it may be replaced at the specified office of the Agent in London (or such other place outside the United States as may be notified to the Noteholders), in accordance with all applicable laws and regulations, upon payment by the claimant of the expenses incurred by TMCC and the Agent in connection therewith and on such terms as to evidence, indemnity, security or otherwise as TMCC and the Agent may require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

15. Prescription

Unless provided otherwise in the applicable Final Terms, the Notes, Receipts and Coupons will become void unless presented for payment within a period of five years from the Relevant Date (as defined below) relating thereto. Any moneys paid by TMCC to the Agent for the payment of principal or interest in respect of the Notes and remaining unclaimed for a period of five years shall forthwith be repaid to TMCC. All liability of TMCC and the Agent with respect thereto shall cease when the Notes, Receipts and Coupons become void.

As used herein, the “Relevant Date” means:

- (A) the date on which such payment first becomes due; or
- (B) if the full amount of the moneys payable has not been received by the Agent on or prior to such due date, the date on which the full amount of such moneys having been so received, notice to that effect shall have been given to the Noteholders in accordance with Condition 16.

16. Notices

All notices regarding the Notes shall be published in one leading English language daily newspaper with circulation in the United Kingdom (which is expected to be the Financial Times) or, if this is not practicable, one other such English language newspaper as TMCC, in consultation with the Agent, shall decide. TMCC shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange on which the Notes are for the time being listed or any other relevant authority. Any notice published as aforesaid shall be deemed to have been given on the date of such publication or, if published more than once, on the date of the first such publication. Receiptholders and Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the holders of the Notes in accordance with this Condition.

Until such time as any definitive Notes are issued, so long as the global Notes for this Series are held in their entirety on behalf of Euroclear and Clearstream, Luxembourg, there may be substituted for such publication in such newspaper the delivery of the relevant notice to Euroclear and Clearstream, Luxembourg for communication by them to the holders of the Notes of this Series; provided that, for so long as the Notes are listed on a stock exchange or are admitted to listing by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published in a daily

newspaper of general circulation in the place or places required by that stock exchange (or that relevant authority). Any notice delivered to Euroclear and Clearstream, Luxembourg shall be deemed to have been given to the holders of the Notes of this Series on the seventh day after the day on which the said notice was given to Euroclear and Clearstream, Luxembourg, or on such other day as is specified in the applicable Final Terms.

Notices to be given by any holder of the Notes of this Series shall be in writing and given by lodging the same, together with the relevant Note or Notes, with the Agent. While any of the Notes of this Series are represented by a global Note, such notice may be given by any holder of a Note of this Series to the Agent via Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

17. Redenomination and Exchange

TMCC may (if so specified in the applicable Final Terms) without the consent of the holder of any Note, Receipt, Coupon or Talon, redenominate into euro all, but not some only, of the Notes of any Series on or after the date on which the member state of the European Union in whose national currency such Notes are denominated has become a participant member in the third stage of the European economic and monetary union as more fully set out in the applicable Final Terms. TMCC may (if so specified in the applicable Final Terms) without the consent of the holder of any Note, Receipt, Coupon or Talon, elect that the Notes shall be exchangeable for Notes expressed to be denominated in euro in accordance with such arrangements as TMCC may decide.

18. Governing Law

The Agency Agreement and the Notes, the Receipts and the Coupons are governed by, and shall be construed in accordance with, the laws of the State of New York, United States of America, applicable to agreements made and to be performed wholly within such jurisdiction.

USE OF PROCEEDS

Unless otherwise specified in an applicable Final Terms, the net proceeds from the sale of the Notes will be added to TMCC's general funds and will be available for the purchase of earning assets and for the retirement of debt. Such proceeds initially may be used to reduce short-term borrowings or may be invested in short-term securities. The net proceeds from, and the total expenses of, the sale of the Notes will be dependent on the number and size of issues made during the period of 12 months from the date of this Offering Circular.

TOYOTA MOTOR CREDIT CORPORATION

TMCC was incorporated as a California corporation (Corporation Number 1123946) in October 1982 to continue perpetually and with limited liability. TMCC is registered in California. TMCC and its consolidated subsidiaries, collectively referred to herein as the “Company”, are wholly owned by Toyota Financial Services Americas Corporation (“TFSA”), a California corporation which is a wholly owned subsidiary of TFS, a Japanese corporation. TFS, in turn, is a wholly owned subsidiary of the ultimate parent, TMC, a Japanese corporation. TFS is a holding company for all financial subsidiaries of the Toyota group and controls and manages TMC’s financial operations worldwide. TMCC and TFS have entered into a credit support agreement, and TFS in turn has entered into a credit support agreement with TMC (see “Relationship of the Company with TFS and TMC” below). TMCC is marketed under the brands of Toyota Financial Services and Lexus Financial Services.

The purpose of the corporation, as set forth in Article II of TMCC’s Articles of Incorporation, is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

The Company provides a variety of finance and insurance products to authorized Toyota and Lexus vehicle dealers and, to a lesser extent, other domestic and import franchise dealers (collectively referred to as “vehicle dealers”) and their customers. The Company also provides finance products to commercial and industrial equipment dealers (“industrial equipment dealers”) and their customers. The Company’s products fall primarily into the following finance and insurance product categories:

- **Finance**—The Company provides a broad range of finance products including retail financing, leasing, and dealer financing to vehicle and industrial equipment dealers and their customers.
- **Insurance**—Through a wholly owned subsidiary, the Company provides marketing, underwriting, and claims administration related to covering certain risks of vehicle dealers and their customers. The Company also provides coverage and related administrative services to certain affiliates.

The Company supports growth in earning assets through funding obtained in the capital markets as well as funds provided by operating activities. The Company primarily acquires and services finance, lease and insurance contracts from vehicle dealers through 30 dealer sales and services offices (“DSSOs”) and three customer service centers (“CSCs”) and from industrial equipment dealers through a corporate department located at the Company’s headquarters in Torrance, California. The DSSOs primarily support vehicle dealer financing needs by providing services such as acquiring finance and lease contracts from vehicle dealers, financing inventories, and financing other dealer activities and requirements such as business acquisitions, facilities refurbishment, real estate purchases and working capital requirements. The DSSOs also provide information and support for the Company’s finance and insurance products sold in the United States (excluding Hawaii) (“U.S.”). The CSCs support customer account servicing functions such as collections, lease terminations, and administration of retail and lease customer accounts. The Central region CSC also supports insurance operations by acquiring insurance contracts, providing customer service, and handling claims processing.

The Company’s primary finance and insurance operations are located in the U.S. and the Commonwealth of Puerto Rico with earning assets principally sourced through Toyota and Lexus vehicle dealers. Prior to fiscal 2005, the Company also conducted business in Mexico and Venezuela through wholly owned subsidiaries and held a minority interest in a TFS majority-owned subsidiary in Brazil. On April 1, 2004, the Company transferred substantially all of its interests in the Mexican and Venezuelan subsidiaries and its holdings in the Brazilian subsidiary to TFSA. The combined assets, liabilities and net losses of the Company’s international subsidiaries totalled less than 1% of each of the consolidated assets, liabilities and net income of the Company as of and for fiscal 2004 and 2003. The Company also holds

minority interests of less than \$2 million in Toyota Credit Argentina S.A. and Toyota Compania Financiera de Argentina S.A., both TFSA majority-owned subsidiaries in Argentina.

For additional information regarding TMCC, please refer to TMCC’s Annual Report on Form 10-K for the year ended March 31, 2005 and Quarterly Report on Form 10-Q for the quarter ended June 30, 2005, each of which are incorporated by reference in this Offering Circular including, in particular, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” for further information regarding TMCC’s results of operations, liquidity, capital resources and fiscal year 2006 business outlooks.

In addition, see “Risk Factors of TMCC—Risk of Catastrophe” for a description of the expected impact of Hurricane Katrina.

TMCC’s executive and registered offices are located in, and the contact address for TMCC’s Board of Directors is, 19001 South Western Avenue, Torrance, California 90501; telephone number +1 310 468-1310.

As of the date of this Offering Circular, the members of TMCC’s Board of Directors and its principal executive officers are:

Name	Position
George Borst	Director, President and Chief Executive Officer, TMCC; Director, TFS
Tadashi Nagashino	Director, Executive Vice President and Treasurer, TMCC
David Pelliccioni	Director, Group Vice President and Secretary, TMCC
John Stillo	Vice President and Chief Financial Officer, TMCC
Hideto Ozaki	Director, TMCC; Director, President and Chief Executive Officer, TFS
Takeshi Suzuki	Director, TMCC; Director, TFS; Senior Managing Director, TMC
Yukitoshi Funo	Director, TMCC; Senior Managing Director, TMC
James Press	Director, TMCC; Managing Officer, TMC

All of the directors of TMCC’s Board of Directors except for Mr. Suzuki are members of an Executive Committee of the Board of Directors with authority to exercise the powers of the board except for certain specified matters not permissible under the California Corporation Code and other matters specifically reserved by the board.

None of the directors of TMCC hold directorships of companies or institutions outside of the Toyota group. Directors of TMCC who are also directors or officers of other Toyota group companies in some cases owe their primary duties to those other Toyota group companies. Otherwise, there are no potential conflicts of interests between any duties owed by the directors to TMCC and their private interests or other duties.

Audit Committee

As of the date of this Offering Circular, Geri Brewster, Shaun Coyne, Tadashi Nagashino, Dave Pelliccioni, Danny Ray, and John Stillo comprise TMCC’s audit committee. This is not an independent audit committee. The following is a summary of the terms of reference of TMCC’s audit committee:

The primary function of the Audit Committee (the “Committee”) is to assist the Board of Directors and management of TMCC in fulfilling its oversight responsibilities.

The Committee has authority to initiate and direct investigations and assessments of any operations, financial reporting, and other critical processes. It has unrestricted access to management and all appropriate information and has the authority to retain outside counsel, accountants and consultants to advise or assist the Committee. The Committee meets four times annually and can

convene additional meetings as necessary and request the presence of management and external advisors as required.

To fulfill its duties with respect to reports published by the Company, the Committee reviews, among other things: the Company's annual audited financial statements and other financial information to be provided in the annual filing with the SEC; each 10-Q and 10-K prior to its filing or the release of earnings; the Company's financial reporting and accounting standards and principles and the key accounting decisions affecting the Company's financial statements; and the process for the CEO and CFO quarterly certifications required by the SEC with respect to financial statements and the Company's disclosure and internal controls.

The Committee annually reviews the relationship between the Company and its independent registered public accounting firm to determine the accountants' independence. The Committee has responsibility to pre-approve audit engagement fees and terms and any other non-audit services provided to the Company by an independent auditor. It consults the independent auditor about internal controls and the fullness of the Company's financial statements.

The Committee reviews, approves and directs the Company's internal audit functions and reviews the results of internal audit activities and any significant disagreements among management and internal audit.

The Committee is also responsible for ensuring the Company complies with ethical and legal standards. The Committee periodically reviews and updates the Company Code of Ethics and ensures that management has established a system for its enforcement.

The Committee is not subject to all SEC and New York Stock Exchange regulations relating to audit committees as TMCC is a wholly-owned subsidiary of TMC and TMCC does not issue equities to the public.

Corporate Governance

TMCC is in compliance with the applicable corporate governance statutes and regulations of the State of California.

Share Capital

As at the date of this Offering Circular, TMCC's authorized share capital is 100,000 shares of capital stock with par value US\$10,000, of which 91,500 shares have been issued and fully paid up, making a total issued share capital of US\$915million. All shares are held by Toyota Financial Services Americas Corporation, a wholly-owned subsidiary of TFS.

Legal Proceedings

Various legal actions, governmental proceedings and other claims are pending or may be instituted or asserted in the future against the Company with respect to matters arising in the ordinary course of business. Certain of these actions are or purport to be class action suits, seeking sizeable damages and/or changes in the Company's business operations, policies and practices. Certain of these actions are similar to suits which have been filed against other financial institutions and captive finance companies. Management and internal and external counsel perform periodic reviews of pending claims and actions to determine the probability of adverse verdicts and resulting amounts of liability. The Company establishes reserves for legal claims when payments associated with the claims become probable and the costs can be reasonably estimated. The actual costs of resolving legal claims and associated costs of defense may be substantially higher or lower than the amounts reserved for these claims. However, based on information currently available, the advice of counsel and established reserves, in the opinion of management, the ultimate liability resulting therefrom will not have a material adverse effect on the Company's consolidated

financial statements. The Company cautions that its discussion of legal proceedings is further qualified by important factors that could cause actual results to differ materially from those in the forward looking statement, including but not limited to the discovery of facts not presently known to the Company or determinations by judges, juries or other finders of fact which do not accord with the Company's evaluation of the possible liability from existing litigation.

Fair Lending Class Actions

An alleged class action in the U.S. District Court—Central District of California, *Baltimore v. Toyota Motor Credit Corporation* filed in November 2000, claims that the Company's pricing practices discriminate against African-Americans and Hispanics. Two additional cases pending in the state courts in California (*Herra v. Toyota Motor Credit Corporation* and *Gonzales v. Toyota Motor Credit Corporation*), filed in the Superior Court of California Alameda County in April 2003 and in the Superior Court of the State of California in August 2003, respectively, contain similar allegations claiming discrimination against minorities. The cases have been brought by various individuals. Injunctive relief is being sought in all three cases and the cases also include a claim for actual damages in an unspecified amount. The parties have conducted a series of mediation sessions and have reached agreement on the principal terms of a settlement. However, continued settlement discussions are ongoing and a final resolution is subject to execution of a settlement agreement. The Company believes it has strong defenses to these claims.

In addition to the foregoing, an alleged class action in the U.S. District Court—Eastern District of Wisconsin, *Harris et. al. v. Toyota Motor Credit Corporation* filed in June 2005 contains allegations identical to those set forth in *Baltimore v. TMCC* and the plaintiffs seek similar relief. The Wisconsin case is limited to a purported class of consumers whose contracts originated in the State of Wisconsin. There are also non-class action cases making similar claims in other jurisdictions. The Company believes that it has strong defenses to these claims.

New Jersey Consumer Fraud Action

An action in the New Jersey Superior Court, *Jorge v. Toyota Motor Insurance Services* ("TMIS") filed in November 2002 claims that the TMIS Gold Plan Vehicle Service Agreement ("VSA") is unconscionable on its face and violates the New Jersey Consumer Fraud Act. In September 2004, the case was certified as a class action consisting of all New Jersey consumers who purchased a VSA. The plaintiffs are seeking injunctive relief as well as actual damages and treble damages in an unspecified amount. In May 2005, the New Jersey Supreme Court issued a ruling granting TMIS' motion for leave to appeal the trial court's denial of TMIS' motion for summary judgment. The case has been remanded to the Appellate Division for reconsideration on the merits. The Company believes it has strong defenses to these claims.

Litigation is subject to many uncertainties and the outcome is not predictable. It is possible that the matters described above could be decided unfavorably to the Company. Although the amount of liability as of the date of this Offering Circular with respect to these matters cannot be ascertained, management believes that any resulting liability should not materially affect the Company's consolidated financial statements.

SELECTED FINANCIAL DATA OF THE COMPANY

The following selected financial data as of and for the years ended March 31, 2005 and 2004 has been extracted without material adjustment from financial statements examined by PricewaterhouseCoopers LLP, independent registered public accounting firm, included in the Company's Annual Reports on Form 10-K for the years ended March 31, 2005 and 2004. The following selected financial data for the three months ended June 30, 2005 and 2004 has been extracted without material adjustment from the Company's unaudited financial statements included in the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2005, which in the opinion of management, reflects all adjustments, consisting

of normal recurring adjustments, necessary for a fair statement of the data for the interim periods presented. The information for the three months ended June 30, 2005, is not necessarily indicative of the results that may be expected for the full fiscal year or any other interim period. The Annual Report on Form 10-K for the year ended March 31, 2005 and the Quarterly Report on Form 10-Q for the quarter ended June 30, 2005, referred to above, are among the documents incorporated by reference in this Offering Circular and form part of the Base Prospectus. The following information should be read in conjunction with the financial statements of the Company contained in such documents. (See “General Information—Documents Available for Collection and Inspection.”) Certain prior period amounts have been reclassified to conform to the current period presentation.

	Three Months Ended June 30,		Years Ended March 31,	
	2005	2004	2005	2004
	(Unaudited)		(Audited)	
	(U.S. Dollars in Millions)			
INCOME STATEMENT DATA				
Financing Revenues:				
Operating lease	\$ 610	\$511	\$2,141	\$2,049
Direct finance lease	41	51	169	291
Retail financing	434	348	1,506	1,284
Dealer financing	92	56	270	198
Total financing revenues	1,177	966	4,086	3,822
Depreciation on operating leases	450	389	1,579	1,561
Interest expense	351	116	670	578
Net financing revenues	376	461	1,837	1,683
Insurance premiums earned and contract revenues	69	59	251	212
Investment and other income	33	29	139	196
Net financing revenues and other revenues	478	549	2,227	2,091
Provision for credit losses	38	46	230	351
Expenses:				
Operating and administrative	166	149	650	583
Insurance losses and loss adjustment expenses	28	28	104	98
Total provision for credit losses and expenses	232	223	984	1,032
Income before provision for income taxes	246	326	1,243	1,059
Provision for income taxes	96	128	481	418
Net income	<u>\$ 150</u>	<u>\$198</u>	<u>\$ 762</u>	<u>\$ 641</u>

	<u>June 30,</u>		<u>March 31,</u>	
	<u>2005</u>	<u>2004</u>	<u>2005</u>	<u>2004</u>
	(Unaudited)		(Audited)	
(U.S. Dollars in Millions)				
BALANCE SHEET DATA				
Finance receivables, net	\$39,234	\$33,627	\$37,608	\$32,318
Investment in operating leases, net	\$10,302	\$ 7,793	\$ 9,341	\$ 7,609
Total assets	\$53,524	\$45,686	\$50,676	\$44,634
Debt	\$44,669	\$37,722	\$41,757	\$36,854
Capital stock(1)	\$ 915	\$ 915	\$ 915	\$ 915
Retained earnings(2)	\$ 3,411	\$ 2,779	\$ 3,283	\$ 2,604
Ratio of earnings to fixed charges(3)	1.70	3.76	2.84	2.81

(1) \$10,000 par value per share.

(2) No dividends were declared or paid in any of the periods presented. On April 1, 2004, the Company transferred substantially all of its interests in Toyota Services de Mexico, S.A. de C.V. and Toyota Services de Venezuela, C.A., and its minority interest in Banco Toyota do Brasil S.A., to TFSA. The transfer of the \$17 million carrying value, net of the \$6 million cumulative translation adjustment, of the Company's interests in these entities was accounted for as a distribution of assets and, accordingly, a reduction of shareholder's equity.

(3) The ratio of earnings to fixed charges was computed by dividing (i) the sum of income before income taxes and fixed charges by (ii) fixed charges. Fixed charges consist of interest expense and the portion of rent expense representative of the interest factor. Components of interest expense are discussed in the "Results of Operations- Interest Expense" section of the MD&A in TMCC's Annual Report on Form 10-K and of the MD&A in TMCC's Quarterly Report on Form 10-Q. For information relating to commitments and contingent liabilities of TMCC, see Note 15 of the March 31, 2005 Consolidated Financial Statements and Notes included in TMCC's Annual Report on Form 10-K and Note 8 of the June 30, 2005 Consolidated Financial Statements and Notes included in TMCC's Quarterly Report on Form 10-Q, both of which (excluding all information incorporated by reference therein) are incorporated by reference in this Offering Circular and form part of the Base Prospectus.

HISTORICAL CONSOLIDATED FINANCIAL INFORMATION OF TMCC

Audited historical financial information of TMCC and its subsidiaries for the financial years ended March 31, 2005 and 2004, including in each case the balance sheet, income statement, cash flow statement, accounting policies and explanatory notes and the auditor's report are contained on pages 66 to 106 of TMCC's Annual Report on Form 10-K for the year ended March 31, 2005, which is incorporated by reference into this Offering Circular. Unaudited consolidated historical financial information of TMCC and its subsidiaries for the three months ended June 30, 2005 is contained on pages 3 to 18 of TMCC's Quarterly Report on Form 10-Q for the quarter ended June 30, 2005, which is incorporated by reference into this Offering Circular.

RELATIONSHIP OF TMCC WITH TFS AND TMC

General

TMCC is a wholly-owned subsidiary of Toyota Financial Services Americas Corporation, a California corporation which is itself a wholly-owned subsidiary of TFS, a Japanese corporation. TFS, in turn, is a wholly-owned subsidiary of TMC, a Japanese corporation.

The relationships between TMC, TFS and TMCC are carried out in accordance with the relevant statutes and regulations of Japan and California, as applicable and on a commercially reasonable basis. TMCC is the beneficiary of certain credit support arrangements described more fully below. These arrangements support the credit ratings of TMCC's securities as described more fully below under "General Information—Credit Ratings" and provide a substantial benefit to TMCC.

Credit Support Agreements

TMCC has entered into a credit support agreement in English with TFS dated as of October 1, 2000 (the "Credit Support Agreement"). TFS has entered into a credit support agreement in Japanese with TMC dated as of July 14, 2000 (the "Basic Agreement"). The following is a summary of certain of the terms of the Credit Support Agreement and the Basic Agreement, copies of which or, in the case of the Basic Agreement, an English translation thereof, are available for inspection as stated in "General Information" below. The Credit Support Agreement and the Basic Agreement are both out of the ordinary course of business for each of TMC, TFS and TMCC and involve an obligation or entitlement material to each of TMC's, TFS's and TMCC's ability to meet its obligation to security holders.

TFS has agreed with TMCC in the Credit Support Agreement:

- (i) to own, directly or indirectly, all of the outstanding shares of the capital stock of TMCC and not to pledge, directly or indirectly, or in any way encumber or otherwise dispose of any such shares of stock so long as TMCC has any outstanding bonds, debentures, notes and other investment securities and commercial paper (hereinafter called the "Securities"), unless required to dispose of any or all such shares of stock pursuant to a court decree or order of any governmental authority which, in the opinion of counsel to TFS, may not be successfully challenged;
- (ii) to cause TMCC and its subsidiaries, if any, to have a consolidated tangible net worth, as determined in accordance with generally accepted accounting principles in the jurisdiction of incorporation of TMCC and as shown on TMCC's most recent audited annual consolidated balance sheet, of at least U.S.\$100,000 so long as Securities of TMCC are outstanding. Tangible net worth means the aggregate amount of issued capital, capital surplus and retained earnings less any intangible assets; and
- (iii) if TMCC at any time determines that it will run short of cash or other liquid assets to meet its payment obligations on any Securities then or subsequently to mature and that it shall have no unused commitments available under its credit facilities with lenders other than TFS, then TMCC will promptly notify TFS of the shortfall and TFS will make available to TMCC, before the due date of such Securities, funds sufficient to enable it to pay such payment obligations in full as they fall due. TMCC will use such funds made available to it by TFS solely for the payment of such payment obligations when they fall due.

TMC has agreed with TFS in the Basic Agreement:

- (i) to own, directly or indirectly, all of the outstanding shares of the capital stock of TFS and not to pledge, directly or indirectly, or in any way encumber or otherwise dispose of any such shares of stock so long as TFS has any outstanding bonds, debentures, notes and other investment securities and commercial paper (hereinafter called "TFS Securities", which shall include, except for the purpose of paragraph (iii) below, any Securities issued by subsidiaries or affiliates of TFS

in respect of which TFS has guarantee or credit support obligations), unless required to dispose of any or all such shares of stock pursuant to a court decree or order of any governmental authority which, in the opinion of counsel to TMC, may not be successfully challenged;

- (ii) to cause TFS and TFS's subsidiaries, if any, to have a consolidated tangible net worth, as determined in accordance with generally accepted accounting principles in Japan and as shown on TFS's most recent audited annual consolidated balance sheet, of at least JPY10,000,000 so long as TFS Securities are outstanding. Tangible net worth means the aggregate amount of issued capital, capital surplus and retained earnings less any intangible assets; and
- (iii) if TFS at any time determines that it will run short of cash or other liquid assets to meet its payment obligations in respect of any TFS Securities or obligations under any guarantee and credit support agreements then or subsequently to mature and that it shall have no unused commitments available under its credit facilities with lenders other than TMC, then TFS will promptly notify TMC of the shortfall and TMC will make available to TFS, before the due date in respect of such obligations, funds sufficient to enable it to pay such payment obligations in full as they fall due. TFS will use such funds made available to it by TMC solely for the payment of such payment obligations when they fall due.

The Credit Support Agreement and the Basic Agreement are not, and nothing contained therein and nothing done by TFS and TMC respectively should be deemed to constitute, a guarantee, direct or indirect, by TFS or TMC respectively of any Securities or TFS Securities, respectively, including the Notes.

The Credit Support Agreement and the Basic Agreement are executed for the benefit of the holders of Securities and TFS Securities, as the case may be, including the Notes, and such holders may rely on the observance by TFS and/or TMC as the case may be, of the provisions of the Credit Support Agreement and/or the Basic Agreement, as the case may be.

The Credit Support Agreement and the Basic Agreement provide that the holders of Securities and/or TFS Securities, as the case may be, including the Notes, have the right to claim directly against TFS and/or TMC, as the case may be, to perform any of its obligations under the Credit Support Agreement and/or the Basic Agreement, as the case may be. Such claim must be made in writing with a declaration to the effect that such a holder will have recourse to the rights given under the Credit Support Agreement or the Basic Agreement, as the case may be. If TFS and/or TMC receives such a claim from any of the holders of Securities and/or TFS Securities, as the case may be, TFS and/or TMC must indemnify, without any further action or formality, such a holder against any loss or damage arising out of or as a result of the failure to perform any of its obligations under the Credit Support Agreement and/or the Basic Agreement, as the case may be. The holder of Securities and/or TFS Securities who made the claim may enforce such indemnity directly against TFS and/or TMC, as the case may be.

The Credit Support Agreement and the Basic Agreement are governed by, and construed in accordance with, the laws of Japan.

TMCC and TFS have entered into a credit support fee agreement which requires TMCC to pay to TFS a semi-annual fee equal to 0.06% per annum of the weighted average outstanding amount of TMCC's bonds and other liabilities or securities entitled to credit support under the Credit Support Agreement and Basic Agreement described above.

TOYOTA FINANCIAL SERVICES CORPORATION (“TFS”)

General Information

TFS, a wholly-owned subsidiary of TMC, was incorporated as a private company with limited liability on 7 July, 2000 under the laws of Japan, where it is registered. TFS is a holding company of all the financial subsidiaries of the Toyota group and controls and manages Toyota’s financial operations worldwide. TFS had 49 consolidated subsidiaries and 5 affiliates, mostly overseas as of the date of this Offering Circular. Financial services and products rendered through the group companies of TFS include automobile loans and leasing, loans to automobile dealers and other businesses such as insurance, credit cards and securities. These operations are conducted in 30 countries and regions.

In connection with the above, TMC has entered into the Basic Agreement with TFS and TFS has, in turn, entered into the Credit Support Agreement with TMCC (see “Relationship of TMCC with TFS and TMC”).

TFS’s principal executive offices are located in Mitsui Sumitomo Bank Nagoya Building, 18-19, Nishiki 2-chome, Naka-ku, Nagoya City, Aichi Prefecture (telephone number 052-239-3100).

Business Overview

Principal activities

The main business of TFS as a holding company is formulating the plans and strategies of the financial business, management of earnings and risk management of the group companies and the promotion of efficient financial business.

TFS has the following principal consolidated subsidiaries and affiliates which conduct business centering on financial services relating to Toyota products.

(Automobile Financial Services)

Country by region	Name	
AMERICAS		
United States	Toyota Motor Credit Corporation	(TMCC)
Canada	Toyota Credit Canada Inc.	(TCCI)
Puerto Rico	Toyota Credit de Puerto Rico Corporation	(TCPR)
Mexico	Toyota Services de Mexico, S.A. de C.V.	(TSM)
Brazil	Banco Toyota do Brasil S.A.	(BTB)
Venezuela	Toyota Services de Venezuela, C.A.	(TSV)
Argentina	Toyota Compania Financiera de Argentina S.A.	(TCFA)
EUROPE & SOUTH AFRICA		
United Kingdom	Toyota Financial Services (U.K.) Plc	(TFSUK)
Germany	Toyota Kreditbank GmbH	(TKG)
France	Toyota France Financement	(TFSF)
Italy	Toyota Financial Services Italy	(TFSI)
Spain	Toyota Financial Services Espana	(TFSES)
Norway	Toyota Finans Service Norge	(TFSN)
Denmark	Toyota Financial Services Danmark A/S	(TFSDK)
Sweden	Toyota Financial Services Sweden	(TFSSW)
Finland	Toyota Finance Finland Oy	(TFF)
Czech Republic	Toyota Financial Services Czech s.r.o.	(TFSCZ)
Hungary	Toyota Financial Services Hungary Rt.	(TFSH)
Poland	Toyota Bank Polska S.A.	(TBP)
Slovakia	Toyota Financial Services Slovakia s.r.o	(TFSSK)
South Africa	Toyota Financial Services South Africa (Pty) Ltd.*	(TFSSA)

Country by region	Name	
ASIA & OCEANIA		
Australia	Toyota Finance Australia Limited	(TFA)
Thailand	Toyota Leasing (Thailand) Co., Ltd.	(TLT)
Malaysia	UMW Toyota Capital Sdn. Bhd.	(UMWTC)
New Zealand	Toyota Finance New Zealand Limited	(TFNZ)
Philippines	Toyota Financial Services Philippines Corporation	(TFSPH)
China	Toyota Motor Finance (China) Company, Limited	(TMFCN)
South Korea	Toyota Financial Services Korea Co., Ltd.	(TFSKR)
Taiwan	Hotai Finance Corporation*	(HFC)
	Hotai Leasing Corporation*	(HLC)
JAPAN		
	Toyota Finance Corporation	(TFC)
<i>(Other Financial Services)</i>		
Japan	Toyota Financial Service Securities Corporation	(TFSS)
	Toyota Asset Management Co., Ltd.*	(TAMCO)
	Toyota Accounting Service Co.	(TASC)
Netherlands	Toyota Motor Finance (Netherlands) B.V.	(TMFNL)
USA	Toyota Financial Services Americas Corporation	(TFSA)
	Toyota Financial Savings Bank	(TFSB)
	Toyota Financial Services Securities USA Corporation	(TFSS USA)

*Affiliated company

Principal markets

TFS, through its subsidiaries and affiliates, conducts business in Japan, North America, Europe, Asia and other areas. The main competitors are commercial banks and other financial institutions.

Board of Directors and Corporate Auditors

As of the date of this Offering Circular, TFS's Board of Directors consists of the following persons:

Name	Position
Ryuji Araki(1)	(Chairman)
Hideto Ozaki(1)	(President and Representative Director)
Nobukazu Tsurumi(1)	(Executive Vice President)
Hiroshi Adachi(1)	(Executive Vice President)
Tokuichi Uranishi(2)	(Executive Vice President of TMC)
Kyoji Sasazu(2)	(Executive Vice President of TMC)
Mitsuo Kinoshita(2)	(Executive Vice President of TMC)
Akio Toyoda(2)	(Executive Vice President of TMC)
Takeshi Suzuki(2)	(Senior Managing Director of TMC)
Takashi Hata(2)	(Managing Officer of TMC)
George E. Borst(3)	(President of TMCC)
Yoshio Inagaki(1)	(President of Toyota Finance Corporation)

The business addressees of the Directors of TFS are as follows:

1. Mitsui Sumitomo Bank Nagoya Building, 18-19, Nishiki 2-chome, Naka-ku, Nagoya City, Aichi Prefecture.
2. 1, Toyota-cho, Toyota City, Aichi Prefecture
3. 19001 South Western Avenue, Torrance, California 90509

None of the Directors of TFS hold directorships of companies or institutions outside of the Toyota group. Directors of TFS who are also directors or officers of other Toyota group companies in some cases owe their primary duties to those other Toyota group companies. Otherwise, there are no existing or potential conflicts of interest between the duties of the Directors of TFS and their private interests or other duties.

TFS does not have an audit committee although it does have four Corporate Auditors who have the duty of supervising the administration of TFS's affairs by the Directors and also of examining the financial statements and business reports to be submitted by a representative director to general meetings of shareholders together with a duty to prepare and submit an audit report to the Board of Directors each year.

As of the date of this Offering Circular, the following persons comprise TFS's Corporate Auditors:

<u>Name</u>	<u>Position</u>
Keisuke Hayashi	Standing Corporate Auditor
Katsuaki Watanabe	(President of TMC)
Chiaki Yamaguchi	(Corporate Auditor of TMC)
Toyomitsu Ikeshima	(CPA and Professor of Tezukayama University)

Corporate Governance

TFS is in compliance with the applicable corporate governance statutes and regulations of Japan.

Share Capital

As of the date of this Offering Circular, TFS's authorized share capital is 4,680,000 shares of common stock with no par value, of which 1,570,500 shares have been issued and fully paid-up. All shares are held by TMC.

Articles of Incorporation

Article 2 of the Articles of Incorporation of TFS provides that the purpose of TFS shall be to hold the shares of any company engaging in certain specified finance related businesses and any foreign company engaging in businesses equivalent thereto and control and manage the business activities of any such company and foreign company.

TOYOTA MOTOR CORPORATION (“TMC”)

Unless otherwise specified in this section, “Toyota” means TMC and its consolidated subsidiaries.

General Information

TMC is a limited liability, joint-stock company incorporated under the Commercial Code of Japan. TMC is registered in Japan. Toyota commenced operations in 1933 as the automobile division of Toyota Industries Corporation (formerly, Toyoda Automatic Loom Works, Ltd.). TMC was incorporated on August 28, 1937. As of March 31, 2005, Toyota operated through 524 consolidated subsidiaries and 222 affiliated companies, of which 56 companies were accounted for through the equity method. TMC’s principal executive offices are located at 1, Toyota-cho, Toyota City, Aichi Prefecture 471-8571, Japan. TMC’s telephone number in Japan is 81-565-28-2121.

TMC’s shares are listed on the Tokyo Stock Exchange, Inc., the four other stock exchanges in Japan and are listed on the Official List and admitted for trading on the London Stock Exchange. In addition, TMC’s shares in the form of American Depositary Shares are listed on the New York Stock Exchange.

See page 85 of TMC’s Annual Report on Form 20-F for the year ended March 31, 2005, which is incorporated by reference into this Offering Circular for a description of Toyota’s objects and purposes.

Business Overview

Principal Activities

Toyota is the largest producer of automobiles in Japan and the third largest automobile producer in the world in terms of both vehicles produced and vehicles sold. Toyota sold 7.40 million vehicles in the year ended March 31, 2005 (“fiscal 2005”) on a consolidated basis. Toyota had net revenues of ¥18.6 trillion and net income of ¥1.171 trillion in fiscal 2005. Toyota’s business segments are automotive operations, financial services operations and all other operations. The following table sets forth Toyota’s net revenues from external customers in each of its business segments for each of the past three fiscal years and has been extracted without material change from the audited financial statements prepared in accordance with US Generally Accepted Accounting Principles (“US GAAP”) contained in TMC’s Annual Report on Form 20-F for the year ended March 31, 2005.

	Year Ended March 31,		
	2003	2004	2005
		Yen in millions	
Automotive	¥14,300,799	¥15,963,100	¥17,098,415
Financial Services	707,527	716,727	760,664
All Other	493,227	614,933	692,447

Toyota’s automotive operations include the design, manufacture, assembly and sale of passenger cars, recreational and sport-utility vehicles, minivans and trucks and related parts and accessories. Toyota’s financial services business consists primarily of providing financing to dealers and their customers for the purchase or lease of Toyota vehicles. Toyota’s financial services also provide retail leasing through the purchase of lease contracts originated by Toyota dealers. Related to Toyota’s automotive operations is its development of intelligent transport systems. Intelligent transport systems are a variety of information technology-based systems encompassing car multimedia systems, on-board intelligent systems, advanced transportation systems and transportation infrastructure and logistics systems. These systems combine automotive, information and telecommunications technologies. An important element of Toyota’s work in intelligent transport systems is its research collaboration with telecommunication and information services providers. Toyota currently holds an 11.7% ownership interest in KDDI Corporation, a full service telecommunications provider in Japan. Toyota’s other operations business segment includes the design and

manufacture of prefabricated housing and information technology related businesses, including certain intelligent transport systems and an e-commerce marketplace called Gazoo.com.

Toyota sells its vehicles in approximately 170 countries and regions. Toyota's primary markets for its automobiles are Japan, North America and Europe. The following table sets forth Toyota's net revenues from external customers in each of its geographical markets for each of the past three fiscal years and has been extracted without material change from the audited financial statements prepared in accordance with US GAAP contained in TMC's Annual Report on Form 20-F for the year ended March 31, 2005

	Year Ended March 31,		
	2003	2004	2005
	Yen in millions		
Japan	¥6,621,054	¥7,167,704	¥7,408,136
North America	5,929,803	5,910,422	6,187,624
Europe	1,514,683	2,018,969	2,305,450
All Other Markets	1,436,013	2,197,665	2,650,316

During fiscal 2005, 32% of Toyota's automobile unit sales on a consolidated basis were in Japan; 31% were in North America and 13% were in Europe. The remaining 24% of unit sales were in other markets, including 11% in East and Southeast Asian countries other than Japan.

Vehicle Models

Toyota's product line includes subcompact and compact cars, mini-vehicles, hybrid, mid-size, luxury, sports and specialty cars, recreational and sport-utility vehicles, pickup trucks, minivans and trucks.

Subcompact and Compact

Toyota's subcompact and compact cars include the four-door Corolla sedan, which is one of Toyota's best selling models. The Yaris, marketed as the Vitz in Japan, is a subcompact car designed to include features that are particularly attractive to European consumers, such as better car performance and comfort as compared to other compact cars available on the market, with small car fuel economy and low emissions. The Vitz is currently available in Japan as a hatchback in five door models and underwent a model change in February 2005. In early 2002, Toyota introduced a remodeled Corolla to the European market and the Corolla and the Matrix to North America. Toyota also introduced the ist and the WiLL Cypha compact cars to the Japanese market in May 2002 and October 2002, respectively. In early 2003, Toyota began introducing the VIOS to China and other Asian markets. Further, Toyota introduced a remodeled Raum in Japan in May 2003 and introduced the Scion xA and the Scion xB (marketed in Japan as the ist and the bB, respectively) in the United States in June 2003. In June 2004, Toyota commenced the sale of the Passo (sold by Daihatsu as the Boon), the smallest passenger vehicle under the Toyota brand, jointly developed with Daihatsu, a subsidiary of TMC.

Mini-Vehicles

Mini-vehicles are manufactured and sold by Daihatsu. Daihatsu manufactures mini-vehicles, passenger vehicles, commercial vehicles and auto parts. Mini-vehicles are cars, vans or trucks with engine displacements of 660 cubic centimeters or less. Toyota also sells under its name certain automobiles (excluding mini-vehicles) manufactured by Daihatsu. Daihatsu sold approximately 580,000 mini-vehicles and 120,000 automobiles during fiscal 2005. Daihatsu's largest market is Japan, which accounted for approximately 78% of Daihatsu's unit sales during fiscal 2005.

Hybrid

The Prius is the world's first mass-produced hybrid car. It runs on an optimal combination of gasoline and electric power. This system allows it to travel twice as far as conventional vehicles of comparable size and performance on the same amount of gasoline. In addition, the hybrid design of the Prius results in the output of 75% less pollution than the maximum amount allowed by Japanese environmental regulations. Toyota views the Prius as the cornerstone of its emphasis on designing and producing environmentally friendly automobiles. In 2003, Toyota introduced in Japan, the United States, Europe and other markets, a fully remodeled Prius, which combines decreased environmental impact by higher fuel efficiency and ultra-low emissions with increased power and performance. Toyota introduced hybrid versions of the RX400h, a Lexus brand sports-utility vehicle (marketed in Japan as the Harrier), in North America, Europe and Japan, and the Highlander sport-utility vehicle (marketed in Japan as the Kluger V and L) in North America and Japan in March 2005. Toyota plans to introduce the Prius in China in the second half of 2005 and the hybrid version of the Camry in North America in 2006. Toyota also plans to introduce the hybrid version of the Lexus brand premium sedan, the GS450h, in North America, Europe and Japan in the first half of 2006. As of March 31, 2005, Toyota has sold over 360,000 hybrid vehicle units. Toyota also began limited sales of a fuel cell hybrid vehicle in Japan and the United States in December 2002. In June 2005, Toyota's new fuel cell hybrid passenger vehicle became the first vehicle in Japan to acquire vehicle type certification under the Road Vehicles Act, as amended and enacted on March 31, 2005, by Japan's Ministry of Land, Infrastructure and Transport. Leases for the hybrid vehicle began on July 1, 2005. Toyota aims to continue its efforts to offer a diverse line-up of hybrid vehicles, enhance engine power while improving fuel efficiency, and to otherwise work towards increasing the sales of hybrid vehicles.

Mid-Size

Toyota's mid-size models include the Camry, which has been the best selling passenger car in the United States for seven of the past eight years and also for the last three consecutive years. The Camry line includes the Camry Solara sport coupe, which was fully remodeled in 2003. Camry sales in the United States for 2004 were approximately 427,000 units (including approximately 49,600 Solaras). Toyota's Japanese mid-size cars also include the Mark II, which was succeeded by the new model, Mark X, in November 2004, the Premio, the Allion and the Caldina station wagon. In September 2002, Toyota introduced a remodeled version of the Caldina station wagon to the Japanese market. In March 2003, Toyota introduced in Europe a remodeled version of the Avensis, its flagship mid-size car for European markets, which was also subsequently introduced in Japan in October 2003.

Luxury

In North America and Europe, Toyota's luxury line consists primarily of vehicles sold under the Lexus brand name. In the United States, Lexus has earned the title of best-selling luxury brand for the fifth consecutive year by selling approximately 288,000 vehicles in 2004. Lexus models include the full-size LS430 sedan, which is sold as the Celsior in Japan and was remodeled in August 2000; the smaller GS300 and GS430 sedans and the ES300 sedan, sold as the Aristo and the Windom in Japan; the IS300 and IS200 mid-size sport sedans, marketed in Japan as the Altezza; the IS300 Sport Cross, which is sold in Japan as the Altezza Gita; luxury sport-utility vehicles such as the GX470, which was introduced to the United States in December 2002 and is marketed in Japan as the Land Cruiser Prado, and the RX330, which is marketed in Japan as the Harrier and which was completely remodeled and introduced to Japan and to the United States in February 2003 and March 2003, respectively; and the SC430, sold as the Soarer in Japan, and LX470, sold as the Land Cruiser Cygnus in Japan. Toyota commenced sales of its luxury automobiles in Japan under the Lexus brand in August 2005. Toyota's best-selling full-size luxury car in Japan is the Crown, which was remodeled in December 2003. In Japan, Toyota also sells the Progres and the Brevis, compact luxury models, as well as the Century limousine.

Sports and Specialty

Toyota's main sports car model is the Celica. The Celica is a two-door sports coupe with a four-cylinder engine. In Japan and other markets, Toyota sells the Lexus SC430 two-door sports coupe, which is marketed in Japan as the Soarer, as well as the MR2 Spyder, a mid-size sport car model marketed in Japan as the MR-S and in Europe as the MR2. In June 2004, Toyota introduced in the United States the Scion tC, a sport car model targeted to the younger market.

Recreational and Sport-Utility Vehicles and Pickup Trucks

Toyota sells a variety of sport-utility vehicles and pickup trucks, including the Tacoma and Tundra pickup trucks. Toyota sport-utility vehicles available in North America include the Sequoia; the 4Runner, which was completely remodeled and introduced to the United States in October 2002 and is marketed as the Hilux-Surf in Japan; the RAV4; the Highlander, which is available in Japan under the model name Kluger V and L; and the Land Cruiser. The Tacoma, the Tundra and the Sequoia are built in the United States. Toyota also offers sport utility vehicles under the Lexus brand, including the LX470, the GX470, the RX400, and the remodeled RX330. The LX470, the Land Cruiser, the Tundra, the Sequoia, 4Runner (marketed as the Hilux-Surf in Japan), Prado and the GX470 sold in North America are equipped with V-8 engines. Toyota introduced the remodeled Harrier to the Japanese market in February 2003. Local production in Canada of the RX400 began in September 2003. Toyota's pickup truck, the Hilux, has been the best selling model of all Toyota cars sold in Thailand.

Minivans

Toyota offers several basic models for the global minivan market. Its largest minivan, the Alphard, was released in May 2002. Toyota's other minivan models include the Sienna, which underwent a model change in March 2003 and is sold in North America; the Previa, which is sold in Japan as the Estima; the European market's Avenis Verso, which was remodeled in 2001 and is sold in Japan as the Ipsum; the Hiace and Regius Ace, both remodeled in August 2004; the Noah and the Voxy, both released in Japan in November 2001; the Wish, which was released in Japan in January 2003; the Sienta, which was released in Japan in September 2003; and the Isis, which was released in Japan in September 2004. In May 2004, Toyota introduced to the European market the remodeled Corolla Verso, which is sold in Japan as the Funcargo.

Trucks and Buses

Toyota's product line-up includes trucks (including vans) up to a load capacity of four tons and micro-buses, which are sold in Japan and in the overseas markets. Trucks and buses are also manufactured and sold by Hino, a subsidiary of Toyota. Hino's product line-up includes large trucks with a load capacity of over 10 tons, medium trucks with a load capacity between four and eight tons, and small trucks with a load capacity of between two and four tons. Hino held the largest share of the Japanese medium truck market in fiscal 2005, primarily due to the success of its Ranger model. Hino's bus line-up includes large to medium buses used primarily as tour buses and public buses, small buses and micro-buses. Toyota and Hino maintain a large share of the small bus (including micro-buses) segment in Japan

Principal Markets

Markets, Sales and Competition

Toyota's primary markets are Japan, North America and Europe. The following table sets forth Toyota's consolidated vehicle unit sales by geographic market for the periods shown. The vehicle unit sales below reflect vehicles sales made by Toyota to unconsolidated entities (and recognized as sales under Toyota's revenue recognition policy), including sales to unconsolidated distributors and dealers. Vehicles

sold by Daihatsu are included in vehicle unit sales numbers set forth below. Vehicles sold by Hino are included in vehicle unit sales numbers set forth below beginning in October 2001. North America sales information includes sales in Mexico, Puerto Rico and Hawaii.

Market	Year Ended March 31,									
	2001		2002		2003		2004		2005	
	Units	%	Units	%	Units	%	Units	%	Units	%
Japan	2,322,838	42.0%	2,217,002	40.0%	2,217,770	36.3%	2,303,078	34.3%	2,381,325	32.1%
North America	1,733,569	31.4	1,780,133	32.1	1,981,912	32.4	2,102,681	31.3	2,271,139	30.7
Europe	691,135	12.5	727,192	13.1	775,952	12.7	898,201	13.4	978,963	13.2
Other Regions	779,321	14.1	818,395	14.8	1,137,644	18.6	1,415,403	21.0	1,776,951	24.0
Total	<u>5,526,863</u>	<u>100.0%</u>	<u>5,542,722</u>	<u>100.0%</u>	<u>6,113,278</u>	<u>100.0%</u>	<u>6,719,363</u>	<u>100.0%</u>	<u>7,408,378</u>	<u>100.0%</u>

The following table sets forth Toyota's vehicle unit sales and market share in Japan, North America and Europe on a retail basis for the periods shown. Each market's total sales and Toyota's sales represent new vehicle registrations in the relevant year. All information on Japan excludes mini-vehicles. The sales information contained below excludes unit sales by Daihatsu and Hino, each a consolidated subsidiary of Toyota. North America sales information includes sales in Mexico, Puerto Rico and Hawaii.

	Fiscal Year Ended March 31,				
	2001	2002	2003	2004	2005
	(sales in thousands of units)				
Japan:					
Total market sales	4,121	3,981	4,045	4,030	3,940
Toyota sales (retail basis)	1,774	1,678	1,710	1,729	1,755
Toyota market share	43.1%	42.2%	42.3%	42.9%	44.5%

	Calendar Year Ended December 31,				
	2000	2001	2002	2003	2004
	(sales in thousands of units)				
North America:					
Total market sales	20,377	20,113	19,956	19,695	20,092
Toyota sales (retail basis)	1,766	1,894	1,941	2,072	2,292
Toyota market share	8.7%	9.4%	9.7%	10.5%	11.4%

Europe:					
Total market sales	20,423	20,002	19,496	19,707	20,826
Toyota sales (retail basis)	684	684	779	866	962
Toyota market share	3.3%	3.4%	4.0%	4.4%	4.6%

Japan

The automobile market in Japan has become saturated and its growth has become stagnant over the past several years. Despite this trend, Toyota believes that Japan continues to be the most important market for Toyota's automotive products. In Japan, the automotive industry is highly competitive. The Japanese automotive industry includes five major domestic producers, five specialized domestic producers and a growing volume of imports from major United States and European manufacturers. The prolonged economic slump in the Japanese economy has also shifted consumer preference towards more affordable automobiles such as compact and subcompact vehicles and towards utility vehicles such as mini-vans. For more than 40 years, Toyota has been the largest automobile manufacturer in Japan. In each year since fiscal 1999, Toyota, excluding Daihatsu and Hino, has achieved a market share (excluding mini-vehicles) of over 40%, reflecting in part the success of the Vitz subcompact car and the introduction of new model mini-vans and sedans. Toyota's (excluding Daihatsu and Hino) share of the domestic market excluding

mini-vehicles was 44.5% in fiscal 2005. Toyota's (including Daihatsu and Hino) share of the market including mini-vehicles was 41.1% in fiscal 2005. Toyota is taking steps to further increase its market leadership in Japan by actively introducing products in key market segments, including the introduction of the Lexus brand vehicles.

North America

Toyota's consolidated vehicle unit sales in North America was 2,271,139 in fiscal 2005. The United States is the largest portion of the North American market for Toyota, representing approximately 90% of its total retail unit sales in the region. In 2004, Toyota's retail unit sales in North America showed continued strength, achieving for two consecutive years unit sales in excess of two million vehicles, reflecting the introduction of new products and the market success of its light trucks. Toyota's market share in the United States was 12.2% in 2004, its largest market share ever. Competition in North America, particularly the United States, is intense. Toyota's principal competitors in North America are General Motors, Ford and DaimlerChrysler, with other manufacturers providing competition within specific market segments.

Europe

European sales of Toyota vehicles in fiscal 2005 reached an all-time high for the eighth year in a row, with total sales of 978,963 vehicles on a consolidated basis, up 9.0% from fiscal 2004. In 2004, Toyota had a market share in Europe of 4.6% and achieved annual retail unit sales of approximately 962,000 vehicles. European sales growth is largely attributable to the success of the Yaris, which was launched in April 1999 and is marketed as the Vitz in Japan, the RAV4, the fully remodeled Avensis in 2003 and the remodeled Corolla Verso in the first half of 2004. Toyota's principal European markets are the United Kingdom, Italy and Germany. Toyota's principal competitors in Europe are Renault, Volkswagen, Opel, Ford and Peugeot.

East and Southeast Asia

The market in the East and Southeast Asia region (excluding China and Hong Kong) was 3.46 million units in 2004, an increase of approximately 4.6% from 3.31 million units in 2003. The market in the East and Southeast Asia region (including China and Hong Kong) grew to 8.72 million units in 2004, an increase of approximately 10% from 7.89 million units in 2003. Toyota believes that the long-term potential of the East and Southeast Asian market is good and remains committed to its operations in the region. The following table sets forth Toyota's sales figures in East and Southeast Asia for the periods shown. This information excludes unit sales by Daihatsu and Hino.

<u>Toyota Sales (Calendar year)</u>	<u>Asia (excluding China and Hong Kong)</u>	<u>China and Hong Kong</u>
	(in thousands of vehicles)	
2002	393	62
2003	513	107
2004	644	127

While competition in East and Southeast Asia is increasing, Toyota believes that its early entry into the market gives it a competitive advantage. Toyota plans to further increase its competitiveness as it faces increased competition in the region by improving product lines offered in the region and increasing local procurement to decrease its exposure to foreign currency exchange fluctuations. Toyota's market share in Asia (excluding China and Hong Kong) was 11.5% in 2002, 15.5% in 2003 and 18.6% in 2004. East and Southeast Asia (excluding Hong Kong and China) accounted for 13.0% of Toyota's overseas unit sales in 2004 (not including unit sales by Daihatsu and Hino outside Japan), an increase of 1.2% from 11.8% in 2003.

Financial Services

Toyota's revenues from its financial services operations were ¥781 billion in fiscal 2005, ¥737 billion in fiscal 2004 and ¥725 billion in fiscal 2003. The market for automobile financing has grown as more consumers are financing their purchases, particularly in North America and Europe. TFS is Toyota's wholly owned subsidiary established in 2000 which oversees the management of Toyota's finance companies worldwide and the expansion into new automobile related product areas. Toyota plans to expand its network of financial services, which currently covers 30 countries and regions, in accordance with its strategy of further developing its auto-related financing businesses in significant markets. TMCC is Toyota's principal financial services subsidiary in the United States. Toyota also provides financial services in 29 other countries and regions through various financial services subsidiaries, including:

- Toyota Finance Corporation in Japan,
- Toyota Credit Canada Inc. in Canada,
- Toyota Finance Australia Ltd. in Australia,
- Toyota Kreditbank GmbH in Germany, and
- Toyota Financial Services (UK) PLC in the United Kingdom.

The following information has been extracted without material change from the audited financial statements prepared in accordance with US GAAP contained in TMC's Annual Report on Form 20-F for the year ended March 31, 2005

	March 31	
	2004	2005
	Yen in millions	
Finance Receivables		
Retail	¥ 3,643,998	¥ 4,780,250
Finance leases	912,622	758,632
Wholesale and other dealer loans	1,680,907	1,773,440
	<u>6,237,527</u>	<u>7,312,322</u>
Unearned income	(298,153)	(233,417)
Allowance for credit losses	(87,462)	(91,829)
Total finance receivables, net	5,851,912	6,987,076
Less—Current portion	<u>(2,622,939)</u>	<u>(3,010,135)</u>
Noncurrent finance receivables, net	<u>¥ 3,228,973</u>	<u>¥ 3,976,941</u>
Operating Leases		
Vehicles	¥ 1,387,404	¥ 1,736,238
Equipment	106,376	92,459
	<u>1,493,780</u>	<u>1,828,697</u>
Less—Accumulated depreciation	<u>(375,861)</u>	<u>(424,609)</u>
Vehicles and equipment on operating leases, net	¥ 1,117,919	¥ 1,404,088

Other Operations

In addition to its automotive operations and financial services operations, Toyota is involved in a number of other non-automotive business activities. Net sales for these activities totaled ¥1,030 billion in fiscal 2005, ¥896 billion in fiscal 2004, and ¥795 billion in fiscal 2003. The sales to external customers of other operations represented 3.7% of Toyota's net revenues for fiscal 2005. The most significant of

Toyota's other operations include pre-fabricated housing, its information technology related businesses, including certain intelligent transport systems and an e-commerce marketplace called Gazoo.com. Substantially all of Toyota's revenues from other operations were derived in Japan.

Directors and Senior Management

As of the date of this Offering Circular, the following persons comprise TMC's Board of Directors and Corporate Auditors:

Name	Position
Hiroshi Okuda	Chairman of the Board
Fujio Cho	Vice Chairman of the Board
Katsuhiro Nakagawa	Vice Chairman of the Board
Katsuaki Watanabe	President, Member of the Board
Tokuichi Uranishi	Executive Vice President, Member of the Board
Kazuo Okamoto	Executive Vice President, Member of the Board
Kyoji Sasazu	Executive Vice President, Member of the Board
Mitsuo Kinoshita	Executive Vice President, Member of the Board
Yoshimi Inaba	Executive Vice President, Member of the Board
Takeshi Uchiyamada	Executive Vice President, Member of the Board
Masatami Takimoto	Executive Vice President, Member of the Board
Akio Toyoda	Executive Vice President, Member of the Board
Tetsuo Hattori	Senior Managing Director, Member of the Board
Yukitoshi Funo	Senior Managing Director, Member of the Board
Takeshi Suzuki	Senior Managing Director, Member of the Board
Atsushi Niimi	Senior Managing Director, Member of the Board
Hajime Wakayama	Senior Managing Director, Member of the Board
Hiroshi Takada	Senior Managing Director, Member of the Board
Teiji Tachibana	Senior Managing Director, Member of the Board
Shinichi Sasaki	Senior Managing Director, Member of the Board
Shin Kanada	Senior Managing Director, Member of the Board
Akira Okabe	Senior Managing Director, Member of the Board
Yoshio Shirai	Senior Managing Director, Member of the Board
Yoichiro Ichimaru	Senior Managing Director, Member of the Board
Shoji Ikawa	Senior Managing Director, Member of the Board
Shoichiro Toyoda	Honorary Chairman, Member of the Board
Hideaki Miyahara	Standing Corporate Auditor
Yoshiro Hayashi	Standing Corporate Auditor
Chiaki Yamaguchi	Standing Corporate Auditor
Yasutaka Okamura	Corporate Auditor
Hiromu Okabe	Corporate Auditor
Yoichi Kaya	Corporate Auditor
Tadashi Ishikawa	Corporate Auditor

The business address of each of the Directors and Corporate Auditors of TMC is 1, Toyota-cho, Toyota City, Aichi Prefecture 471-8571, Japan. See pages 71-73 of TMC's Annual Report on Form 20-F for the year ended March 31, 2005, which is incorporated by reference into this Offering Circular, for further details on TMC's Directors and Corporate Auditors.

There are no existing or potential conflicts of interests between any duties owed by the directors to TMC and their private interests or other duties.

TMC does not have an audit committee although it does have seven Corporate Auditors who have the duty of supervising the administration of TMC's affairs by the Directors and also of examining the financial statements and business reports to be submitted by a representative director to general meetings of shareholders together with a duty to prepare and submit an audit report to the Board of Directors each year.

Corporate Governance

TMC is in compliance with the applicable corporate governance statutes and regulations in Japan.

Share Capital

As of March 31, 2005, TMC's authorized share capital was 9,740,185,400 common stock shares of no par value, of which 3,609,997,492 shares had been issued and are fully paid up.

Legal Proceedings

In February 2003, Toyota, General Motors Corporation, Ford, DaimlerChrysler, Honda, Nissan and BMW and their U.S. and Canadian sales and marketing subsidiaries, the National Automobile Dealers Association and the Canadian Automobile Dealers Association were named as defendants in purported nationwide class actions on behalf of all purchasers of new motor vehicles in the United States since January 1, 2001. Twenty-six similar actions were filed in federal district courts in California, Illinois, New York, Massachusetts, Florida, New Jersey and Pennsylvania. Additionally, 56 parallel class actions were filed in state courts in California, Minnesota, New Mexico, New York, Tennessee, Wisconsin, Arizona, Florida, Iowa, New Jersey and Nebraska on behalf of the same purchasers in these states. As of April 1, 2005, actions filed in federal district courts were consolidated in Maine and actions filed in the state courts of California and New Jersey were also consolidated, respectively. The nearly identical complaints allege that the defendants violated the Sherman Antitrust Act by conspiring among themselves and with their dealers to prevent the sale to United States citizens of vehicles produced for the Canadian market. The complaints allege that new vehicle prices in Canada are 10% to 30% lower than those in the United States and that preventing the sale of these vehicles to United States citizens resulted in United States consumers paying excessive prices for the same type of vehicles. The complaints seek permanent injunctions against the alleged antitrust violations and treble damages in an unspecified amount. In March 2004, the federal district court of Maine (i) dismissed claims against certain Canadian sales and marketing subsidiaries, including Toyota Canada, Inc., for lack of personal jurisdiction but denied or deferred to dismiss claims against certain other Canadian companies, and (ii) dismissed the claim for damages based on the Sherman Antitrust Act but did not bar the plaintiffs from seeking injunctive relief against the alleged antitrust violations. The plaintiffs have submitted an amended complaint adding a claim for damages based on state antitrust laws and Toyota is now responding to the plaintiff's discovery requests. Toyota believes that its actions have been lawful and intends to vigorously defend these cases.

Toyota has various other legal actions, governmental proceedings and other claims pending against it, including product liability claims in the United States. Although the claimants in some of these actions seek potentially substantial damages, Toyota cannot currently determine its potential liability or the damages, if any, with respect to these claims. However, based upon information currently available to Toyota, Toyota believes that its losses from these matters, if any, would not have a material adverse effect on Toyota's financial position, operating results or cash flows.

SELECTED FINANCIAL INFORMATION

The following selected financial data have been extracted without material change from Toyota's audited consolidated financial statements prepared in accordance with US GAAP contained in TMC's Annual Report on Form 20-F for the year ended March 31, 2005.

	Year Ended March 31,							
	2004	2005						
(in millions, except share and per share data)								
Consolidated Statement of Income Data:								
Automotive:								
Revenues	¥15,973,826	¥17,113,535						
Operating income	1,518,954	1,452,535						
Financial Services:								
Revenues	736,852	781,261						
Operating income	145,998	200,853						
All Other:								
Revenues	896,244	1,030,320						
Operating income	15,247	33,743						
Elimination of intersegment:								
Revenues	(312,162)	(373,590)						
Operating income	(13,309)	(14,944)						
Total Company:								
Revenues	17,294,760	18,551,526						
Operating income	1,666,890	1,672,187						
Income before income taxes, minority interest and equity in earnings of affiliated companies	1,765,793	1,754,637						
Net income	1,162,098	1,171,260						
Net income per share:								
Basic	342.90	355.35						
Diluted	342.86	355.28						
Shares used in computing net income per share, basic (in thousands)	3,389,074	3,296,092						
Shares used in computing net income per share, diluted (in thousands) . . .	3,389,377	3,296,754						
<table style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th colspan="2" style="text-align: center; border-bottom: 1px solid black;">March 31,</th> </tr> <tr> <th style="text-align: center; border-bottom: 1px solid black;">2004</th> <th style="text-align: center; border-bottom: 1px solid black;">2005</th> </tr> <tr> <th colspan="2" style="text-align: center; font-weight: normal;">(in millions)</th> </tr> </thead> </table>			March 31,		2004	2005	(in millions)	
March 31,								
2004	2005							
(in millions)								
Consolidated Balance Sheet Data:								
Total Assets:								
Automotive	¥10,207,395	¥11,141,197						
Financial Services	8,138,297	9,487,248						
All Other	941,925	1,025,517						
Intersegment Elimination/Unallocated	2,752,611	2,681,049						
Total Company	22,040,228	24,335,011						
Short-term debt, including current portion of long-term debt	3,314,219	3,532,747						
Long-term debt, less current portion	4,247,266	5,014,925						
Shareholders' equity	8,178,567	9,044,950						
Other Data:								
Capital Expenditures	1,488,541	1,923,240						

The following selected financial data have been extracted without material change from Toyota's unaudited financial statements prepared in accordance with US GAAP contained in TMC's FY2006 First Quarter Financial Summary for the three months ended on June 30, 2005, which is incorporated by reference into this Offering Circular.

	<u>3 Months Ended June 30,</u>	
	<u>2004</u>	<u>2005</u>
(in millions, except per share data)		
Consolidated Statement of Income Data:		
Automotive:		
Revenues	¥4,199,822	¥4,620,641
Operating income	403,802	366,891
Financial Services:		
Revenues	180,893	217,464
Operating income	46,176	39,759
All Other:		
Revenues	205,645	234,412
Operating income	1,450	1,459
Elimination of intersegment:		
Revenues	(76,044)	(90,732)
Operating income	(2,808)	(2,981)
Total Company:		
Revenues	4,510,316	4,981,785
Operating income	448,620	405,128
Income before income taxes, minority interest and equity in earnings of affiliated companies	470,429	421,860
Net income	286,617	266,899
Net income per share:		
Basic	86.24	81.80
Diluted	86.22	81.79
	<u>March 31, 2005</u>	<u>June 30, 2005</u>
	(in millions)	

Consolidated Balance Sheet Data:

Total Assets:	¥24,335,011	¥25,103,627
Short-term debt, including current portion of long-term debt	3,532,747	3,982,706
Long-term debt, less current portion	5,014,925	5,195,039
Shareholders' equity	9,044,950	9,167,600

HISTORICAL CONSOLIDATED FINANCIAL INFORMATION OF TMC

Audited historical financial information of TMC and its subsidiaries prepared in accordance with US GAAP for the fiscal years ended March 31, 2005 and 2004, including in each case the balance sheet, income statement, cash flow statement, accounting policies and explanatory notes and the auditor's report are contained on pages F1 to F59 of TMC's Annual Report on Form 20-F for the year ended March 31, 2005, which is incorporated by reference into this Offering Circular. Unaudited consolidated historical financial information of TMC and its subsidiaries for the three months ended June 30, 2005 is contained in TMC's FY2006 First Quarter Financial Summary, which is incorporated by reference into this Offering Circular.

SUBSCRIPTION AND SALE

The Dealers have in the Fifth Amended and Restated Program Agreement dated September 30, 2005 (the “Program Agreement”) agreed with TMCC on a basis upon which they may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under “Form of the Notes” and “Terms and Conditions of the Notes” above. In the Program Agreement, TMCC has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment of the Program and the issue of Notes under the Program. TMCC may also agree in the documentation relating to a particular Note issuance to reimburse the Dealers or otherwise pay for expenses in connection with the issuance.

If TMCC accepts an offer to purchase Notes in relation to a syndicated transaction, the terms of any such agreement between TMCC and two or more Dealers shall be set out in a Syndicate Purchase Agreement. The process for notification to Dealers of the amount of Notes allotted to them on a particular Note issuance is contained in the Program Agreement and is typically set forth in the launch telex sent to the Dealers at the beginning of the transaction or otherwise agreed with the Dealers. If TMCC accepts an offer to purchase Notes in relation to a non-syndicated transaction, TMCC or its designated agent sends the Purchase Information (meaning, in relation to any such Tranche the terms of such Notes and of their issue agreed between TMCC and the purchaser, the “Purchase Information”) to the Agent. The purchaser confirms the Purchase Information to the Agent and TMCC. In relation to both syndicated and non-syndicated transactions, dealings will begin as agreed between TMCC and the relevant Dealers which may or may not be before such notification is made.

Set forth below are certain selling restrictions applicable to Notes issued under the Program. Each Dealer has represented and agreed that it will comply with these restrictions. Each further Dealer appointed under the Program will be required to represent and agree to all applicable restrictions.

The following selling restrictions may be modified by TMCC and the relevant Dealers following a change in the relevant laws or regulations. Any such modification will be set out in the Final Terms issued in respect of the issue to which it is related or in a supplement to this Offering Circular.

United States

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “Securities Act”), and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes are also subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a U.S. person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code of 1986, as amended (the “Code”), and regulations thereunder.

Each Dealer has represented and agreed, and each further Dealer to be appointed under the Program Agreement will be required to represent and agree, that except as permitted by the Program Agreement, it will not offer, sell or deliver the Notes (i) as part of their distribution at any time and (ii) otherwise until 40 days after the completion of the distribution as determined and certified by the relevant Dealer or, in the case of an issue of Notes on a syndicated basis, the relevant lead manager, of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each Dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the completion of the offering of any series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may

violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption under the Securities Act.

Each issuance of Index Linked Notes and Dual Currency Notes will be subject to such additional U.S. selling restrictions as indicated in the applicable Final Terms. Each Dealer has agreed that it will offer, sell or deliver such Notes only in compliance with such additional U.S. selling restrictions.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “Relevant Member State”), each Dealer has represented and agreed, and each further Dealer appointed under the Program will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “Relevant Implementation Date”) it has not made and will not make an offer of Notes to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of Notes to the public in that Relevant Member State:

- (a) which starts within the period beginning on the date of publication of a Prospectus in relation to those Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State all in accordance with the Prospectus Directive and ending on the date which is 12 months after the date of such publication;
- (b) at any time to a legal entity which is authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;
- (c) at any time to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance of more than €43,000,000 and (3) an annual turnover of more than €50,000,000, as shown in its last annual or consolidated accounts, or other qualified investors pursuant to Art. 2(1)(e) of the Prospectus Directive; or
- (d) at any time in any other circumstances which do not require the publication by the relevant Company of a Prospectus pursuant to Article 3 of the Prospectus Directive.

For purposes of this provision, the expression an “offer of Notes to the public” in relation to any Notes in any Relevant Member State means the communication in any form and by any means presenting sufficient information on the terms of the offer and the Notes to be offered, so as to enable an investor to decide to purchase or subscribe for the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression “Prospectus Directive” means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Program Agreement will be required to represent and agree that:

- (a) in relation to any Notes having a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of Notes would

otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (as amended) (the “FSMA”) by TMCC;

- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (c) it has complied and will comply with all other applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Japan

The Notes have not been and will not be registered under the Securities and Exchange Law of Japan (the “Securities and Exchange Law”) and each Dealer has represented and agreed, and each further Dealer appointed under the Program Agreement will be required to represent and agree, that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Securities and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan taken as a whole.

In connection with the issue of Notes denominated in Yen, TMCC is required to comply with all applicable laws, regulations and guidelines, as amended from time to time, of the Japanese governmental and regulatory authorities.

Switzerland

Each Dealer has represented and agreed, and each further Dealer appointed under the Program Agreement will be required to represent and agree, that issues of Notes denominated in Swiss Francs or carrying a Swiss Franc related element with a maturity of more than one year (other than Notes privately placed with a single investor with no publicity) will be effected in compliance with the relevant regulations of the Swiss National Bank based on Article 7 of the Federal Law on Banks and Savings Banks of November 8, 1934 (as amended) and Article 15 of the Federal Law on Stock Exchanges and Securities Trading of March 24, 1995 in connection with Article 2, paragraph 2 of the Ordinance of the Federal Banking Commission on Stock Exchanges and Securities Trading of December 2, 1996. Under the said regulations, the relevant Dealer or, in the case of a syndicated issue, the lead manager (the “Swiss Dealer”), must be a bank domiciled in Switzerland (which includes branches or subsidiaries of a foreign bank located in Switzerland) or a securities dealer duly licensed by the Swiss Federal Banking Commission pursuant to the Federal Law on Stock Exchanges and Securities Trading of March 24, 1995. The Swiss Dealer must report certain details of the relevant transaction to the Swiss National Bank no later than the relevant issue date for such a transaction.

The Netherlands

Each Dealer has represented and agreed, and each further Dealer appointed under the Program Agreement will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell in the Netherlands any Notes with a denomination less than euro 50,000 (or its foreign currency equivalent) other than to persons who trade or invest in securities in the conduct of a profession or business (which include banks, stockbrokers, insurance companies, pension funds, other institutional investors and finance companies and treasury departments of large enterprises) unless one of the other exemptions from or exceptions to the prohibitions contained in article 3 of the Dutch Securities Transaction Supervision Act 1995 (*Wet toezicht effectenverkeer 1995*) is applicable and the conditions attached to such exemption or exception are complied with.

General

No action has been taken by TMCC (other than entering into an agreement to issue and purchase Notes pursuant to the Program Agreement and complying with the procedures required by the Program Agreement) or the Dealers that would permit a public offering of the Notes or possession or distribution of the Offering Circular or any other offering material in any jurisdiction where action for that purpose is required unless TMCC has agreed to such action and such action has been taken. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Program Agreement will be required to represent and agree, that it will comply with all applicable securities laws, regulations and directives known by it, or that reasonably should have been known by it, in each jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes the Offering Circular or any other offering material and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither TMCC nor any other Dealer shall have any responsibility therefor.

With regard to each Series, the relevant Dealer will be required to comply with such other additional restrictions as TMCC and the relevant Dealer shall agree and as shall be set out in the applicable Final Terms or otherwise agreed to in writing by TMCC and the relevant Dealer.

A Dealer may offer the Notes it has purchased to other dealers. A Dealer may sell Notes to any dealer at a discount, which discount may equal all or a portion of the selling concession to be received by such Dealer from TMCC.

Neither TMCC nor any of the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

UNITED STATES TAXATION

The following is a general summary of certain U.S. federal income and estate tax consequences of the ownership, sale or other disposition of Notes by beneficial owners that are U.S. Aliens. This summary is for general information only and is addressed only to beneficial owners of Notes that are U.S. Aliens. This summary does not address all aspects of U.S. federal income and estate taxes that may be relevant to U.S. Aliens in light of their particular facts and circumstances or to certain types of U.S. Aliens that may be subject to special treatment under U.S. federal tax laws (for example, former citizens or long-term residents of the United States, tax exempt organizations, financial institutions, insurance companies, or broker-dealers). Purchasers of Notes should consult their own advisors as to the tax consequences in connection with the ownership and sale of any Notes. In addition, the discussion is generally limited to the tax consequences to initial holders and neither considers Noteholders that are pass-through or other entities or holders of interest in such entities. Finally, it does not describe any tax consequences arising out of the tax laws of any state, local or foreign jurisdiction, or except to a limited extent any possible applicability of U.S. federal gift or estate taxation.

If a partnership or other entity treated as a partnership for U.S. tax purposes holds Notes, the tax consequences to a partner will generally depend upon the status of the partner and the activities of the partnership. A holder of the Notes that is a partnership, and partners in such a partnership, should consult their tax advisors about the U.S. federal income and estate tax consequences to them of the ownership and disposition of Notes.

This summary is based upon the U.S. Internal Revenue Code (the "Code"), existing and proposed regulations thereunder, and current administrative rulings and court decisions. All of the foregoing are subject to change, possibly on a retroactive basis, and any such change could affect the continuing validity of this discussion.

Persons considering the purchase of Notes should consult their own tax advisors concerning the application of U.S. federal income tax laws, as well as the laws of any state, local or foreign taxing

jurisdiction to their particular situations. Additional U.S. federal income tax consequences applicable to particular Notes will be set forth in the applicable Final Terms.

Internal Revenue Service Circular 230 Notice:

To ensure compliance with U.S. Treasury Department Circular 230, holders of Notes are hereby notified that: (a) any discussion of U.S. tax issues in this Offering Circular is not intended or written to be relied upon and cannot be relied upon, for the purpose of avoiding penalties that may be imposed on holders of Notes under the Code; (b) such discussion is included herein in connection with the promotion or marketing (within the meaning of Circular 230) by TMCC and the Dealers of the transactions or matters addressed herein; and (c) holders of Notes should seek advice based on their particular circumstances from an independent tax advisor.

Under present U.S. federal income and estate tax law, and subject to the discussion below concerning information reporting and backup withholding:

- (a) payments of principal of and interest (including original issue discount) on a Note by TMCC or any of its paying agents to any beneficial owner of the Note that is a U.S. Alien will not be subject to U.S. withholding tax, provided that in the case of interest or original issue discount on a Note other than a Note with a maturity of 183 days or less (a “Short-Term Note”) (1) the beneficial owner does not actually or constructively own 10% or more of the total combined voting power of all classes of stock of TMCC entitled to vote, (2) the beneficial owner is not (i) a controlled foreign corporation for U.S. tax purposes that is related to TMCC through stock ownership, (ii) a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business, or (iii) a foreign tax exempt organization or a foreign private foundation for U.S. federal income tax purposes, (3) such interest payments are not effectively connected with the conduct of a United States trade or business of the beneficial owner within the United States, and (4) such interest is not contingent on TMCC’s profits, revenues or changes in the value of its property and is not otherwise described under Section 871(h)(4) of the Code (“Contingent Interest”);
- (b) a beneficial owner of a Note, Receipt or Coupon who is a U.S. Alien will not be subject to U.S. federal income tax on any gain realized on the sale, exchange or redemption of a Note, Receipt or Coupon unless (1) the gain is effectively connected with the conduct of a trade or business of the beneficial owner within the United States, or (2) such beneficial owner is an individual who is present in the United States for 183 days or more during the taxable year and either (i) such individual’s “tax home” for U.S. federal income tax purposes is in the United States, or (ii) the gain is attributable to an office or other fixed place of business maintained in the United States by such individual;
- (c) a Note, Receipt or Coupon beneficially owned by an individual who at the time of death was not a citizen or resident of the United States (as defined for U.S. federal estate tax purposes) will not be included in the decedent’s gross estate for U.S. federal estate tax purposes as a result of such individual’s death, unless (i) the individual held such Note, Receipt or Coupon in connection with the conduct of a trade or business within the United States or (ii) in the case of a Note other than a Short-Term Note, (x) the individual actually or constructively owned 10% or more of the total combined voting power of all classes of stock of TMCC entitled to vote or (y) such Note, Receipt or Coupon provided for the payment of Contingent Interest.

While certain payments to non-corporate persons of interest on and principal of obligations, and of the proceeds from the sale of obligations, are subject to information reporting and may be subject to a backup withholding tax (currently at a rate of 28%), payments of interest on and principal of a Note by TMCC or any of its paying agents, and payments of the proceeds of the sale of a Note, made outside the United States, to beneficial owners of Notes that are U.S. Aliens, will generally not be subject to information reporting or backup withholding, provided, however, that in the case of a Short-Term Note, such Short-Term Note has a face or principal amount of not less than \$500,000 and certain other

requirements are satisfied. Information reporting and backup withholding may apply under certain circumstances, however, if a payment is collected outside the United States by a foreign office of a U.S. controlled person (as defined below) acting on behalf of the beneficial owner of a Note. Information reporting and backup withholding will also generally apply to payments that are collected, or that are proceeds of the sale of a Note effected, inside the United States, unless (i) the payor may reliably associate such payments with a certification by the beneficial owner under penalty of perjury that the beneficial owner is not a U.S. person or (ii) the beneficial owner otherwise establishes an exemption from either or both. Beneficial owners of Notes should consult their own advisors regarding the application of the U.S. information reporting and backup withholding requirements or rules to their particular situations.

This summary relies, among other things, on (i) representations and covenants by TMCC and the Dealers that they comply with the requirements of U.S. Treasury Regulation Section 1.163-5(c)(2)(i)(D) (the “D Rules”) and (ii) representations and covenants by the Dealers that they have in effect procedures reasonably designed to ensure that their employees or agents who are directly engaged in selling the Notes are aware that the Notes cannot be offered or sold during the restricted period to a person who is within the United States or who is a United States person, except as permitted by the D Rules.

As used in this section, “United States” means the United States of America (including the States and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction, “U.S. person” means generally (i) any citizen or resident of the United States, (ii) a corporation or other entity treated as a corporation for U.S. tax purposes, created or organized in or under the laws of the United States or any political subdivision thereof, (iii) an estate, the income of which is subject to U.S. federal income taxation regardless of its source, and (iv) a trust, if (a) a U.S. court is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust, or (b) the trust has in effect a valid election to be treated as a United States person; “restricted period” has the meaning given such term in the regulations promulgated under Section 163(f) of the Code; and “U.S. controlled person” means (i) a U.S. person, (ii) a controlled foreign corporation for U.S. tax purposes, (iii) a foreign partnership, if at any time during its tax year, one or more of its partners are U.S. persons who in the aggregate hold more than 50% of the income or capital interest in the partnership, or if at any time during its tax year, such foreign partnership is engaged in a United States trade or business, or (iv) a foreign person 50% or more of whose gross income from certain periods is from a United States trade or business.

The foregoing discussion is based upon certain of the facts set forth in this Offering Circular and other documents related to the issuance of the Notes and upon compliance with the provisions thereof and the representations and agreements therein or provided in connection therewith. In addition, it is based upon the Code, Treasury regulations, rulings and decisions in effect as of the date of this Offering Circular, all of which are subject to change. Persons considering the purchase of Notes should consult their own tax advisors concerning the application of the laws of any state, local or foreign taxing jurisdictions to their particular situations. To the extent the U.S. federal income and estate tax consequences of holding Index Linked Notes or Dual Currency Notes or Notes that provide for Contingent Interest are different than as set forth above, those tax consequences will be described in the applicable Final Terms.

UNITED KINGDOM TAXATION

The following is a general summary of the United Kingdom tax law and practice at the date hereof relating to the United Kingdom withholding tax treatment of payments of interest in respect of the Notes. It does not address in any detail any other United Kingdom taxation implications of acquiring, holding or disposing of Notes. The comments relate only to the position of persons who are absolute beneficial owners of the Notes. Prospective holders of Notes who are in any doubt as to their tax position or who may be subject to tax in a jurisdiction other than the United Kingdom are strongly advised to consult their own professional advisers.

United Kingdom Withholding Tax

In the unlikely event that interest on the Notes is treated as having a United Kingdom source, payments of such interest can still be made without withholding or deduction for or on account of United

Kingdom income tax as long as the Notes are and continue to be “quoted Eurobonds” within the meaning of section 349 of the Income and Corporation Taxes Act 1988 the “Act”). In the case of Notes to be traded on the London Stock Exchange, which is a “recognized stock exchange” within the meaning of section 841 of the Act, this condition will be satisfied if the Notes are admitted to listing on the Official List of the UK Listing Authority, and to trading on the London Stock Exchange.

If: (i) interest on the Notes is treated as having a United Kingdom source, (ii) the “quoted Eurobond” exemption does not apply, and (iii) the Notes are not Notes with a maturity of less than one year, such interest may fall to be paid under deduction of United Kingdom income tax at the lower rate (currently 20 percent), subject to any direction to the contrary by HM Revenue and Customs (“HMRC”) under the provisions of an applicable double taxation treaty, except that the withholding obligation is disapplied in respect of Noteholders who TMCC reasonably believes are either a United Kingdom resident company or a non-United Kingdom resident company carrying on a trade in the United Kingdom through a permanent establishment which is within the charge to corporation tax, or who fall within various categories enjoying a special tax status (including charities and pension funds) or are partnerships consisting of such persons (unless HMRC directs otherwise).

Provision of Information

Any Paying Agent or other person through whom interest is paid, or by whom interest is received on behalf of an individual (whether resident in the United Kingdom or elsewhere), may be required to provide information in relation to the payment and the individual concerned (including the Noteholder’s name and address) to HMRC. These provisions will apply whether or not the interest has been paid subject to withholding or deduction for or on account of United Kingdom withholding tax and whether or not the Noteholder is resident in the United Kingdom for United Kingdom taxation purposes. Where the Noteholder is not so resident, the details provided to HMRC may, in certain cases, be communicated by it to the tax authorities of the jurisdiction in which the Noteholder is resident for taxation purposes.

EU SAVINGS DIRECTIVE

Under EC Council Directive 2003/48/EC on the taxation of savings income, Member States are required, from July 1, 2005, to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State. However, for a transitional period, Belgium, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries).

Holders of Notes who are individuals should note that TMCC will not pay additional amounts under Condition 9 of the Terms and Conditions of the Notes in respect of any withholding tax imposed as a result of the measures described above.

A number of non-EU countries and territories including Switzerland have agreed to adopt similar measures (a withholding system in the case of Switzerland) with effect from the same date.

GENERAL INFORMATION

Listing

The listing of Notes on the Official List will be expressed as a percentage of their aggregate principal amount (excluding accrued interest). It is expected that each Tranche of Notes which are to be admitted for listing on the Official List and for trading by the London Stock Exchange will be admitted separately as and when issued, subject only to the issue of the global Note representing such Tranche of Notes. The listing of the Program in respect of such Notes is expected to be granted on or about October 1, 2005, the original listing being granted on October 30, 1992. Notes may also be listed on other stock exchanges or may be unlisted.

Authorization

The establishment of the Program and the issue of Notes under the Program have been duly authorized by a resolution of the Executive Committee of the Board of Directors of TMCC on October 28, 1992. The maximum aggregate principal amount of all Notes outstanding under the Program was increased (i) from U.S.\$1,500,000,000 to U.S.\$4,000,000,000 by a resolution of the Executive Committee of the Board of Directors of TMCC on June 25, 1993; (ii) from U.S.\$4,000,000,000 to U.S.\$6,500,000,000 by a resolution of the Executive Committee of the Board of Directors of TMCC on July 25, 1994; (iii) from U.S.\$6,500,000,000 to U.S.\$9,500,000,000 by a resolution of the Executive Committee of the Board of Directors of TMCC on July 6, 1995; (iv) from U.S.\$9,500,000,000 to U.S.\$12,000,000,000 by a resolution of the Executive Committee of the Board of Directors of TMCC on July 2, 1996; (v) from U.S.\$12,000,000,000 to U.S.\$16,000,000,000 by a resolution of the Executive Committee of the Board of Directors of TMCC on July 11, 1997; and (vi) from U.S.\$16,000,000,000 to U.S.\$20,000,000,000 by a resolution of the Executive Committee of the Board of Directors of TMCC on September 22, 2003.

Significant Change and Material Adverse Change

There has been no significant change in the financial or trading position of TMCC and its subsidiaries considered as a whole since June 30, 2005, the date to which the most recently published unaudited interim accounts of TMCC were prepared. There has been no material adverse change in the prospects of TMCC and its subsidiaries considered as a whole since March 31, 2005, the date to which the most recently published audited accounts of TMCC were prepared. Without prejudice to the unqualified foregoing statements in this paragraph, investors are advised to refer to the discussion of “Risk of Catastrophe” contained in the section of the Offering Circular entitled “Risk Factors—Risk Factors of TMCC.”

There has been no significant change in the financial or trading position of TMC and its subsidiaries considered as a whole since June 30, 2005, the date to which the most recently published unaudited interim accounts of TMC were prepared. There has been no material adverse change in the prospects of TMC and its subsidiaries considered as a whole since March 31, 2005, the date to which the most recently published audited accounts of TMC were prepared.

There has been no significant change in the financial or trading position of TFS and its subsidiaries considered as a whole since June 30, 2005, the date to which the most recently published unaudited interim accounts of TMC were prepared. There has been no material adverse change in the prospects of TFS and its subsidiaries considered as a whole since March 31, 2005, the date to which the most recently published audited accounts of TMC were prepared.

Litigation

Save as disclosed on page 87 of this Offering Circular (“Toyota Motor Corporation (“TMC”)—Legal Proceedings”), neither TMC, TFS, TMCC nor any of their respective subsidiaries is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending

or threatened of which TMC, TFS or TMCC is aware) which may have or have had in the recent past (covering at least the previous 12 months) a significant effect on the financial position or profitability of any of TMC, TFS, TMCC or their respective consolidated subsidiaries. TMC cannot currently determine its potential liability or the damages, if any, with respect to the claims disclosed under “Toyota Motor Corporation (“TMC”)—Legal Proceedings”.

Independent Public Accounting Firms

PricewaterhouseCoopers LLP of 350 South Grand Avenue, Los Angeles, California 90071, independent registered public accounting firm of TMCC, has without qualification audited the accounts of TMCC and its consolidated subsidiaries in accordance with the standards of the Public Company Accounting Oversight Board (United States) for each of the two years in the period ended March 31, 2005.

ChuoAoyama PricewaterhouseCoopers of 2-5, Kasumigaseki 3-chome, Chiyoda-ku, Tokyo 100-6088, Japan, independent registered public accounting firm of TMC, has without qualification audited the accounts of TMC and its consolidated subsidiaries in accordance with the standards of the Public Company Accounting Oversight Board (United States) for each of the two years in the period ended March 31, 2005.

Euroclear and Clearstream, Luxembourg

The Notes have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems. The appropriate codes and appropriate ISIN number for each Note allocated by Euroclear and Clearstream, Luxembourg and the details of any other agreed clearance system capable of complying with the certification requirements set out in the temporary global Note will be contained in the relevant Final Terms. Transactions will normally be effected for settlement not earlier than three days after the date of the transaction.

Credit Ratings

The cost and availability of unsecured financing is influenced by credit ratings, which are intended to be an indicator of the creditworthiness of a particular company, security, or obligation. Lower ratings generally result in higher borrowing costs as well as reduced access to capital markets. Credit ratings are not recommendations to buy, sell, or hold securities and are subject to revision or withdrawal at any time by the assigning nationally recognized statistical rating organization (“NRSRO”). Each NRSRO may have different criteria for evaluating risk, and therefore ratings should be evaluated independently for each NRSRO.

As of the date of this Offering Circular, the ratings and outlook established by Moody’s and Standard & Poor’s (“S&P”) for TMCC were as follows:

<u>NRSRO</u>	<u>Senior Debt</u>	<u>Commercial Paper</u>	<u>Outlook</u>
S&P	AAA	A-1+	Stable
Moody’s	Aaa	P-1	Stable

Meaning of credit ratings

The following information has been accurately reproduced from the respective credit rating agencies’ websites and as far as TMCC is aware and is able to ascertain from information published by those credit rating agencies, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Moody's

(source—www.moody.com)

(a) Senior Debt

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

(b) Commercial Paper

Issuers (or supporting institutions) rated P-1 (Prime-1) have a superior ability to repay short-term debt obligations.

(c) Outlook

A Moody's rating outlook is an opinion regarding the likely direction of a rating over the medium term. Where assigned, rating outlooks fall into the following four categories: Positive (POS), Negative (NEG), Stable (STA), and Developing (DEV—contingent upon an event).

Standard & Poor's

(source—www.standardandpoors.com)

(a) Senior Debt

An obligor rated 'AAA' has EXTREMELY STRONG capacity to meet its financial commitments. 'AAA' is the highest Issuer Credit Rating assigned by Standard & Poor's.

(b) Commercial Paper

A short-term obligation rated 'A-1' is rated in the highest category by Standard & Poor's. The obligor's capacity to meet its financial commitment on the obligation is strong. Within this category, certain obligations are designated with a plus sign (+). This indicates that the obligor's capacity to meet its financial commitment on these obligations is extremely strong.

(c) Outlook

A Standard & Poor's Rating Outlook assesses the potential direction of a long-term credit rating over the intermediate to longer term. In determining a Rating Outlook, consideration is given to any changes in the economic and/or fundamental business conditions. An Outlook is not necessarily a precursor of a rating change or future CreditWatch action.

- Positive means that a rating may be raised.
- Negative means that a rating may be lowered.
- Stable means that a rating is not likely to change.
- Developing means a rating may be raised or lowered.

EU Transparency Obligations Directive

On December 31, 2004, Directive 2004/109/EC of the European Parliament and of the Council on the harmonization of transparency requirements with regard to information about issuers whose securities are admitted to trading on a regulated market in the European Union (the "Transparency Directive") was published. Member states have until January 20, 2007 to bring into force domestic legislation to comply with the Transparency Directive.

The Transparency Directive contains provisions which may be unduly burdensome for TMCC. In particular, TMCC (or its affiliates) may be required to prepare its or their financial statements in accordance with International Financial Reporting Standards for accounting periods beginning on or after

January 1, 2005 in order for the Notes to remain traded on the market of the London Stock Exchange on which the Notes are currently traded or other stock exchange on which they are listed. In these circumstances, and without limitation to any other circumstances in which TMCC may be entitled to terminate the admission to trading of the Notes on the London Stock Exchange, TMCC may, in its sole discretion and without the consent of the Noteholders, terminate such admission to trading and in this event, it will use reasonable endeavours to list the Notes on a market of the London Stock Exchange or another securities exchange where it would not be subject to the Transparency Directive (which may be an exchange outside the European Union) and which will not be, in any other respect, unduly burdensome.

Documents Available for Collection and Inspection

For the life of this Base Prospectus, and throughout the life of the Program and for so long as any Notes remain outstanding, copies of TMCC's Articles of Incorporation and By-Laws, the Credit Support Agreement, the Basic Agreement, its annual reports for the fiscal years ended March 31, 2005 and March 31, 2004, its quarterly interim report for the period ended June 30, 2005, and its most recent annual report and quarterly interim reports will be available for collection without charge from, and copies of the Agency Agreement (incorporating the forms of the temporary global, permanent global and definitive Notes), the Final Terms, the Program Agreement, the Credit Support Agreement, an English translation of the Basic Agreement, TMCC's latest annual and interim report, the review report and awareness letter of PricewaterhouseCoopers LLP dated August 15, 2005 and the auditor's report of PricewaterhouseCoopers LLP dated June 21, 2005 will be available for inspection at, the specified office of the Agent in London, England, any other Paying Agents for the Program (but not a paying agent for a particular series of Notes) and the principal office of TMCC in Torrance, California.

For the life of this Base Prospectus, copies of the Articles of Incorporation of TMC and TFS, TMC's annual reports for the fiscal years ended March 31, 2005 and March 31, 2004 and quarterly interim report for the period ended June 30, 2005, TMC's most recent annual reports and interim reports and the auditor's report of ChuoAoyama PricewaterhouseCoopers dated June 23, 2005, will be available, free of charge, at the offices of the Agent in London, England. The Articles of Incorporation of TFS and TMC are in Japanese, not English, although English translations are available on request. In addition, TMC also makes filings with the UK Listing Authority and the London Stock Exchange in connection with the listing of TMC's shares on the Official List and admission to trading on the London Stock Exchange.

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