



INFORMATION MEMORANDUM FOR PURCHASERS OF COMMERCIAL PAPER

BUSINESS OVERVIEW

Toyota Motor Credit Corporation was incorporated in California in 1982 and commenced operations in 1983. References herein to “TMCC” or the “Issuer” denote Toyota Motor Credit Corporation, and references herein to “we”, “our”, and “us” denote Toyota Motor Credit Corporation and its consolidated subsidiaries. We are wholly-owned by Toyota Financial Services Americas Corporation, a California corporation, which is a wholly-owned subsidiary of Toyota Financial Services Corporation (“TFSC”), a Japanese corporation. TFSC, in turn, is a wholly-owned subsidiary of Toyota Motor Corporation (“TMC”), a Japanese corporation. TFSC manages TMC’s worldwide financial services operations. TMCC is marketed under the brands of Toyota Financial Services and Lexus Financial Services.

We provide a variety of finance and insurance products to authorized Toyota (including Scion) and Lexus vehicle dealers or dealer groups and, to a lesser extent, other domestic and import franchise dealers (collectively referred to as “vehicle dealers”) and their customers in the United States (excluding Hawaii) and Puerto Rico. In addition, we also provide financing to industrial equipment dealers and their customers in the U.S. Our products fall primarily into the following categories:

- **Finance** – We acquire a broad range of retail finance products including retail and commercial installment sales contracts (“retail contracts”) in the U.S. and Puerto Rico and leasing contracts accounted for as either direct finance leases or operating leases (“lease contracts”) from vehicle and industrial equipment dealers in the U.S. We collectively refer to our retail contracts and lease contracts as the consumer portfolio. We also provide dealer financing, including wholesale financing (also referred to as floorplan financing), term loans, revolving lines of credit and real estate financing to vehicle and industrial equipment dealers in the U.S. and Puerto Rico.
- **Insurance** – Through a wholly-owned subsidiary, we provide marketing, underwriting, and claims administration related to covering certain risks of vehicle dealers and their customers. We also provide coverage and related administrative services to our affiliates.

We support growth in earning assets through funding obtained primarily in the global capital markets as well as funds provided by investing and operating activities.

COMMERCIAL PAPER TERMS

- Issuer:** Toyota Motor Credit Corporation
- Address:** Manager - Sales and Trading
19001 South Western Ave., NF10
Torrance, CA 90501
- Telephone/Fax:** Phone: 800.292.1147 or 310.468.7758
Fax: 310.468.6194
- Rate Quotes:** Quotes are available nationally through Bloomberg, L.P., Thomson Reuters PLC or by calling toll-free 800.292.1147.
- Securities:** Unsecured promissory notes (the "Notes") of TMCC, ranking *pari passu* with TMCC's other unsecured and unsubordinated indebtedness for borrowed money.
- Interest Rate:** Fixed rate and floating rate notes are available (see "Interest Rates" below for additional information). Terms as agreed upon by the purchaser and TMCC at time of trade.
- Minimum Denominations:** \$100,000 minimum principal amount
- Maturities:** Up to 270 days from the date of issue, as agreed upon by the purchaser and TMCC
- Issuing and Paying Agents:** JPMorgan Chase Bank
DTC Participant #1506

Deutsche Bank Trust Company Americas
DTC Participant #1503
- Settlement:** Unless otherwise agreed to, same day basis, in immediately available funds
- Form:** Each Note will be evidenced by a master note registered in the name of a nominee of The Depository Trust Company ("DTC"). Each master note (the "Book-Entry Notes") will be deposited with an Issuing and Paying Agent as subcustodian for DTC or its successors. DTC will record, by appropriate entries on its book-entry registration and transfer system, the respective amounts payable in respect of Book-Entry Notes. Payments by DTC participants to purchasers for whom a DTC participant is acting as agent in respect of Book-Entry Notes will be governed by the standing instructions and customary practices under which securities are held at DTC through DTC participants.
- Redemption:** Notes will not be redeemable prior to maturity or be subject to voluntary prepayment. TMCC may, at its sole option, honor prepayment requests and, in accordance with its policy, may apply certain rate and/or fee

adjustments. TMCC reserves the right to alter its prepayment policy at any time. Prepayment requests cannot be accepted after 10:30 a.m. Eastern Time.

Advance Placements:	Purchase orders may be accepted, on a discretionary basis, prior to the settlement date.
Confirmations:	Available via first class mail, facsimile, Bloomberg or email
Use of Proceeds:	Proceeds from the sale of the Notes will be used for current transactions.
Registration exemption from U.S. Securities Act of 1933:	Notes are exempt from registration under the Securities Act of 1933, as amended, pursuant to Section 3(a)(3).

TMCC may change the terms on which it offers commercial paper at any time without prior notice.

CREDIT SUPPORT ARRANGEMENTS

Under the terms of a credit support agreement between TMC and TFSC, TMC has agreed to:

- maintain 100 percent ownership of TFSC;
- cause TFSC and its subsidiaries to have a tangible net worth (the aggregate amount of issued capital, capital surplus and retained earnings less any tangible assets) of at least JPY 10 million; and
- make sufficient funds available to TFSC so that TFSC will be able to (i) service the obligations arising out of its own bonds, debentures, notes and other investment securities and commercial paper and (ii) honor its obligations incurred as a result of guarantees or credit support agreements that it has extended (collectively, "Securities").

The agreement is not a guarantee by TMC of any securities or obligations of TFSC. TMC's obligations under the credit support agreement rank *pari passu* with TMC's senior unsecured debt obligations. Either party may terminate the agreement upon 30 days written notice to the other party. However, such termination cannot take effect until or unless (1) all Securities issued on or prior to the date of the termination notice have been repaid or (2) each rating agency that, upon the request of TMC or TFSC, has issued a rating in respect of TFSC or any Securities has confirmed to TFSC that the debt ratings of all such Securities will be unaffected by such termination. In addition, with certain exceptions, the agreement may be modified only by the written agreement of TMC and TFSC, and no modification or amendment can have any adverse effect upon any holder of any Securities outstanding at the time of such modification or amendment. The agreement is governed by, and construed in accordance with, the laws of Japan.

Under the terms of a similar credit support agreement between TFSC and TMCC, TFSC has agreed to:

- maintain 100 percent ownership of TMCC;
- cause TMCC and its subsidiaries to have a tangible net worth (the aggregate amount of issued capital, capital surplus and retained earnings less any tangible assets) of at least \$100,000; and
- make sufficient funds available to TMCC so that TMCC will be able to service the obligations arising out of its own bonds, debentures, notes and other investment securities and commercial paper (collectively, "TMCC Securities").

The agreement is not a guarantee by TFSC of any TMCC Securities or other obligations of TMCC. The agreement contains termination and modification provisions that are similar to those in the agreement between TMC and TFSC as described above. The agreement is governed by, and construed in accordance with, the laws of Japan.

Holders of TMCC Securities, including the Notes offered under this Information Memorandum, have the right to claim directly against TFSC and TMC to perform their respective obligations under the credit support agreements by making a written claim together with a declaration to the effect that the holder will have recourse to the rights given under the credit support agreement. If TFSC and/or TMC receives such a claim from any holder of TMCC Securities, TFSC and/or TMC shall indemnify, without any further action or formality, the holder against any loss or damage resulting from the failure of TFSC and/or TMC to perform any of their respective obligations under the credit support agreements. The holder of TMCC Securities who made the claim may then enforce the indemnity directly against TFSC and/or TMC.

TMC files periodic reports and other information with the Securities and Exchange Commission ("SEC"), which are available to the public from the SEC's website at <http://www.sec.gov>. You may also read and copy any document TMC files at the SEC's public reference room in Washington D.C. located at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room.

SOURCES OF ADDITIONAL ISSUER INFORMATION

The Issuer is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports and certain other information ("SEC Filings") with the U.S. Securities and Exchange Commission ("SEC"), which are available to the public from the SEC's website at <http://www.sec.gov>. You may also read and copy TMCC's SEC filings at the SEC's Public Reference Room in Washington D.C. located at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the Public Reference Room. TMCC's most recent Annual Report on Form 10-K filed with the SEC and TMCC's Quarterly Reports on Form 10-Q filed with the SEC for the quarterly periods subsequent to the period covered by the Form 10-K (and any amendments to those reports) and each document filed by TMCC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of this Information Memorandum shall be deemed to be incorporated by reference herein. Any statement contained in this Information Memorandum or in the documents incorporated by reference herein shall be deemed to be modified or superseded to the extent that such statement is modified or superseded by any subsequently filed SEC Filings. Information appearing in this Information Memorandum may not be accurate as of any date other than the date of this Information Memorandum, as the Issuer's business, financial condition and other information may have changed since that date.

EFFECTIVE OCTOBER 25, 2013

OTHER INFORMATION

Purchasers are solely responsible for maintaining any necessary security procedures relating to the use of third party electronic trading systems for the purchase of commercial paper from TMCC. TMCC shall be entitled to rely on all information provided by purchasers in writing and on all information transmitted to TMCC by purchasers through third party electronic trading systems. TMCC shall have no duty to verify any information transmitted by a purchaser to TMCC.

TMCC shall not be responsible or liable for any failure in the performance of any third party electronic trading systems or for errors of transmission caused by purchasers or any third party. TMCC shall not be liable for loss or damage of any nature whatsoever suffered by any purchaser due to (i) the inability of a purchaser to use a third party electronic trading system for any reason; (ii) the acts of a purchaser or of a purchaser's agents or employees; (iii) acts of war, fire, natural disasters, strikes, riots, unavailability of energy sources or any other causes beyond the reasonable control of TMCC; (iv) TMCC's disapproval of a purchaser; or (v) TMCC's failure to accept a proposed trade. In addition, TMCC shall not be responsible or liable for the truth, accuracy or completion of information received or transmitted by any purchaser, or errors, mistakes or omissions therein. In addition, TMCC shall not be responsible or liable for losses or damages arising out of the direct sale of its commercial paper as contemplated by this Information Memorandum except for TMCC's failure to repay any commercial paper in accordance with its terms. Without limiting any of the foregoing, in no event will TMCC be liable for lost profits, loss of goodwill or special, indirect, incidental or consequential damages, even if it has been advised of the possibility of such damages. All references to "TMCC" in this paragraph shall also refer to the officers, directors, agents, employees and affiliates of TMCC.

TMCC reserves the right to change the terms of purchase of Notes, as outlined in this Information Memorandum, without notice, at any time and from time to time, except for trades previously accepted by TMCC. No person shall have the right to participate in direct purchases of Notes from TMCC prior to approval by TMCC. TMCC may terminate its prior approval of a purchaser at any time. TMCC shall have no obligation to accept any particular trade from a purchaser whether or not the purchaser has been previously approved and whether or not the requested trade is in response to a quote posted by TMCC.

INTEREST RATES

Fixed Rate Notes

Notes may (a) be issued at discount on the date of issue or (b) bear interest at a fixed rate per annum from its date of issue at a rate specified in the applicable term sheet.

Floating Rate Notes

Notes may also bear interest at a floating rate (a "Floating Rate Note") specified in the applicable term sheet.

Interest Rate Basis. Interest on floating rate notes will be determined by reference to the applicable Interest Rate Basis, which may be:

- the Commercial Paper Rate,
- the Federal Funds Rate,
- the Federal Funds Open Rate,
- LIBOR,
- the Prime Rate, or
- the Treasury Rate

Terms. Each applicable term sheet will specify the terms of a floating rate note, which may include:

- the Interest Rate Basis,
- the Initial Interest Rate,
- the Interest Reset Dates,
- the Interest Reset Period,
- the Interest Payment Dates,
- the period to maturity of the instrument or obligation with respect to which the Interest Rate Basis or Bases will be calculated ("Index Maturity"),
- the number of basis points to be added to or subtracted from the related Interest Rate Basis or Bases (the "Spread"),
- the percentage of the related Interest Rate Basis or Bases by which the Interest Rate Basis or Bases will be multiplied to determine the applicable interest rate (the "Spread Multiplier"), and
- if one or more of the specified Interest Rate Bases is LIBOR, the Index Maturity and the Designated LIBOR Page.

The interest rate borne by floating rate notes will be determined, in general, as described below.

Interest on each Floating Rate Note will be payable monthly or quarterly (the "Interest Payment Period") and on the date upon which the Note becomes due and payable (the "Maturity Date"). The date or dates on which interest will be payable (each an "Interest Payment Date") will be specified in the applicable term sheet. If any Interest Payment Date for any Floating Rate Note (other than an Interest Payment Date occurring on the Maturity Date) would otherwise be a day that is not a Business Day, such Interest Payment Date shall be postponed to the next day that is a Business Day (such method of adjustment, the "Following Business Day Convention"), except that in the case of a LIBOR Note (as defined below), if such Business Day is in the next succeeding calendar month, such Interest Payment Date shall be the immediately preceding Business Day (such method, the "Modified Following Business Day Convention").

A "Business Day", for all Floating Rate Notes with the exception of LIBOR Notes, is any day other than a Saturday or Sunday, that is neither a legal holiday nor a day on which commercial banks are authorized or required by law, regulation, or executive order to close in the City of New York (a "New York Business Day"). For LIBOR Notes, a Business Day is a day that is both (a) a day on which commercial banks are open for business, including dealings in United States dollars, in London, England (a "London Banking Day") and (b) a New York Business Day.

If the Maturity Date of a Floating Rate Note falls on a day that is not a Business Day, the payment of principal and interest will be made on the next succeeding Business Day, and no interest on such payment shall accrue for the period from and after such Interest Payment Date or Maturity Date, as the case may be.

Interest Reset Dates. The rate of interest on each Floating Rate Note will be reset daily, weekly, monthly, quarterly, semi-annually, or at any other interval specified in the applicable term sheet (such interval, the "Interest Reset Period"). The date or dates on which interest will be reset (each an "Interest Reset Date"), unless otherwise specified in the applicable term sheet, will be in the case of Floating Rate Notes which reset:

- daily -- each Business Day;
- weekly – the Wednesday of each week, with the exception of weekly reset floating rate notes as to which the Base Rate is Treasury Rate (as such terms are defined below), which will reset the Tuesday of each week;
- monthly – the third Wednesday of each month;
- quarterly – the third Wednesday of March, June, September, and December of each year; and
- semiannually – the third Wednesday of the two months specified in the applicable term sheet.

If any Interest Reset Date for any Floating Rate Note is not a Business Day, such Interest Reset Date will be postponed to the next day that is a Business Day, except that in the case of a LIBOR Note, if such Business Day falls in the next succeeding calendar month, such Interest Reset Date shall be the immediately preceding Business Day. Except as set forth above or in the applicable term sheet, the interest rate in effect on each day will be (a) if the day is an Interest Reset Date, the interest rate determined on the related Interest Determination Date (as such term is defined below) immediately preceding such Interest Reset Date, or (b) if the day is not an Interest Reset Date, the interest rate determined on the related Interest Determination Date immediately preceding the most recent Interest Reset Date. The applicable term sheet may also specify a date (an "Interest Rate Reset Cutoff Date")

prior to an Interest Reset Date on which the interest rate for a Floating Rate Note will no longer be subject to adjustment. Beginning on the Interest Rate Reset Cutoff Date, the interest rate applicable from and including the Interest Rate Reset Cutoff Date to but excluding the next Interest Payment Date shall be determined based on the interest rate in effect on the Interest Rate Reset Cutoff Date.

Interest payments on each Interest Payment Date for each Note will include accrued interest from and including the issue date or from and including the last date in respect of which interest has been paid, as the case may be, to, but excluding such Interest Payment Date. On the Maturity Date, the interest payable on a Note will include interest accrued to, but excluding, the Maturity Date.

Except as specified otherwise in the applicable term sheet, each Floating Rate Note will accrue interest on an "Actual/360" basis, an "Actual/Actual" basis, or a "30/360" basis, in each case from the period from the original issue date to the Maturity Date, unless otherwise specified in the applicable term sheet. If no interest basis is specified in the applicable term sheet, interest on Floating Rate Notes will be paid on an "Actual/360" basis. For Floating Rate Notes calculated on an Actual/360 basis and Actual/Actual basis, accrued interest for each Interest Calculation Period, as defined below, will be calculated by multiplying:

- (1) the face amount of the Floating Rate Note;
- (2) the applicable interest rate; and
- (3) the actual number of days in the related Interest Calculation Period

and dividing the resulting product by 360 or 365, as applicable; or with respect to an Actual/Actual basis Floating Rate Note, if any portion of the related Interest Calculation Period falls in a leap year, the product of (1) and (2) above will be multiplied by the sum of:

- the actual number of days in that portion of the related Interest Calculation Period falling in a leap year divided by 366, and
- the actual number of days in that portion of the related Interest Calculation Period falling in a non-leap year divided by 365.

For Floating Rate Notes calculated on a 30/360 basis, accrued interest for an Interest Calculation Period will be computed on the basis of a 360-day year of twelve 30-day months, irrespective of how many days are actually in the Interest Calculation Period. Unless specified otherwise in the applicable term sheet, for Floating Rate Notes that accrue interest on a 30/360 basis, if any Interest Payment Date or the Maturity falls on a day that is not a Business Day, 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, and no interest will accrue on the amount payable for the period from and after the Interest Payment Date or Maturity, as the case may be.

"Interest Calculation Period" means with respect to any period, the period from and including the most recent Interest Reset Date (or from and including the date of issue in the case of the first Interest Reset Date) to but excluding the next succeeding Interest Reset Date for which accrued interest is being calculated.

Interest Determination Dates. The interest rate applicable to each Interest Reset Period beginning on the Interest Reset Date with respect to that Interest Reset Period will be the rate determined on the applicable "Interest Determination Date," as follows unless otherwise specified in the applicable term sheet:

- the Interest Determination Date for the Commercial Paper Rate and the Prime Rate will be the second Business Day preceding each Interest Reset Date for the related note;
- the Interest Determination Date for the Federal Funds Rate will be the same day as the Interest Reset Date or the first Business Day preceding each Interest Reset Date, as specified in the term sheet for the related note;
- the Interest Determination Date for the Federal Funds Open Rate will be the same day as each Interest Reset Date for the related note;
- the Interest Determination Date for LIBOR will be the second London Banking Day preceding each Interest Reset Date;
- the Interest Determination Date for the Treasury Rate will be the day in the week in which the related Interest Reset Date falls on which day Treasury Bills, as defined below, are normally auctioned. Treasury Bills are normally sold at auction on Monday of each week, unless that day is a legal holiday, in which case the auction is normally held on the following Tuesday, except that the auction may be held on the preceding Friday; provided, that if an auction is held on the Friday of the week preceding the related Interest Reset Date, the related Interest Determination Date will be that preceding Friday.

Unless otherwise specified in the applicable term sheet, the calculation agent for the Notes is JPMorgan Chase Bank.

The "Calculation Date," where applicable, shall be the earlier of either (i) the tenth calendar day following the applicable Interest Determination Date, or if that day is not a Business Day, the next succeeding Business Day, or (ii) the Business Day preceding the applicable Interest Payment Date or Maturity Date, as the case may be.

Unless specified otherwise in the applicable term sheet, all percentages resulting from any interest rate calculation on Floating Rate Notes will be rounded to the nearest one hundred-thousandth of a percentage point, with five one millionths of a percentage point rounded upwards. For example, 9.876545% (or .09876545) would be rounded to 9.87655% (or .0987655), and all dollar amounts used in or resulting from the calculation on floating rate notes will be rounded to the nearest cent with one-half cent being rounded upward.

Commercial Paper Rate Notes

Commercial Paper Rate notes ("Commercial Paper Rate Notes") will bear interest at the rates (calculated with reference to the Commercial Paper Rate and the Spread and/or Spread Multiplier, if any) specified in the applicable term sheet. Unless specified otherwise in the applicable term sheet, "Commercial Paper Rate" means the Money Market Yield (as such term is defined below) on the applicable Interest Determination Date of the rate for commercial paper having the Index Maturity specified in the applicable term sheet published in H.15(519) under the heading "Commercial Paper — Nonfinancial." The following procedures will be followed if the Commercial Paper Rate cannot be determined as described above.

(1) If the rate referred to above is not published by 5:00 P.M., New York City time, on the related Calculation Date, then the Commercial Paper Rate for the Interest Determination Date will be the Money Market Yield on the applicable Interest Determination Date of the rate for commercial paper having the Index Maturity specified in the applicable term sheet published in H.15 Daily Update, or other recognized electronic source for the purpose of displaying the rate for commercial paper, under the caption "Commercial paper/Nonfinancial".

(2) If by 5:00 P.M., New York City time, on the related Calculation Date the Commercial Paper Rate is not yet published in either H.15(519) or H.15 Daily Update, then the Commercial Paper Rate for the applicable Interest Determination Date will be calculated by the calculation agent as the Money Market Yield of the arithmetic mean of the offered rates at approximately 11:00 A.M., New York City time, as of the applicable Interest Determination Date of three leading dealers of U.S. dollar commercial paper in The City of New York, which may include the calculation agent and its affiliates, selected by the calculation agent (after consultation with us) for U.S. dollar commercial paper having the Index Maturity designated in the applicable term sheet placed for industrial issuers whose bond rating is "Aa," or the equivalent, from a nationally recognized rating agency.

(3) If the dealers selected by the calculation agent are not quoting as mentioned in clause (2) above, the Commercial Paper Rate determined on the applicable Interest Determination Date will be the rate in effect on the applicable Interest Determination Date.

"Money Market Yield" means, in respect of any note with a maturity of six months or less, the rate for which is quoted on a bank discount basis, a yield (expressed as a percentage) calculated in accordance with the following formula:

$$\text{Money Market Yield} = \frac{D \times 360}{360 - (D \times M)} \times 100$$

where:

"D" refers to the applicable per annum rate for commercial paper quoted on a bank discount basis and expressed as a decimal; and

"M" refers to the actual number of days in the interest period for which interest is being calculated.

"H.15(519)" means the weekly statistical release designated as such published by the Federal Reserve System Board of Governors, or its successor, available through the website of the Board of Governors of the Federal Reserve System at

<http://www.federalreserve.gov/releases/h15/current/default.htm>, or any Successor Source.

"H.15 Daily Update" means the daily update of H.15(519) available through the website of the Board of Governors of the Federal Reserve System at

<http://www.federalreserve.gov/releases/h15/update/default.htm>, or any Successor Source.

"Successor Source" means, in relation to any display page, other published source, information vendor, or provider: (i) the successor display page, other published source, information vendor or provider that has been officially designated by the sponsor of the original page or source; or (ii) if the sponsor has not officially designated a successor display page, other published source, information vendor or provider (as the case may be), the successor display page, other published source, information vendor or provider, if any, designated by the relevant information vendor or provider (if different from the sponsor).

Federal Funds Rate Notes

Federal Funds Rate notes ("Federal Funds Notes") will bear interest at the rates (calculated with reference to the Federal Funds Rate and the Spread and/or Spread Multiplier, if any) specified in the applicable term sheet. Unless specified otherwise in the applicable term sheet, "Federal Funds Rate" means the rate with respect to the applicable Interest Determination Date as set forth in H.15(519) for that day opposite the caption "EFFECT," as such rate is displayed on the Reuters Screen FEDFUNDS1 Page.

The following procedures will be followed if the Federal Funds Rate cannot be determined as described above:

- (1) If the rate referred to above does not appear on Reuters Screen FEDFUNDS1 Page or is not yet published in H.15(519) by 5:00 P.M., New York City time, on the related Calculation Date, the Federal Funds Rate for the applicable Interest Determination Date will be the rate set forth in the H.15 Daily Update, or such other recognized electronic source for the purpose of displaying such rate, for that day opposite the caption "Federal funds (effective)".
- (2) If the rate referred to in clause (1) is not so published by 5:00 P.M., New York City time, on the related Calculation Date, the Federal Funds Rate for the applicable Interest Determination Date will be calculated by the calculation agent as the arithmetic mean of the rates for the last transaction in overnight U.S. dollar federal funds arranged by three leading brokers of U.S. dollar federal funds transactions in The City of New York, which may include the calculation agent and its affiliates, selected by the calculation agent (after consultation with us) as of a time before 9:00 A.M., New York City time on the applicable Interest Determination Date.
- (3) If the brokers so selected by the calculation agent are not quoting as referred to in clause (2) above, the Federal Funds Rate for the applicable Interest Determination Date will be the Federal Funds Rate in effect on the applicable Interest Determination Date.

Federal Funds Open Rate Notes

Federal Funds Open Rate notes ("Federal Funds Open Rate Notes") will bear interest at the rates (calculated with reference to the Federal Funds Open Rate and the Spread and/or Spread Multiplier, if any) specified in the applicable term sheet. Unless specified otherwise in the applicable term sheet, "Federal Funds Open Rate" will be the rate for U.S. dollar federal funds on the applicable Interest Determination Date as displayed on Bloomberg Screen FEDSOPEN <INDEX> or any other successor screen for determining such rate available on Bloomberg.

The following procedures will be followed if the Federal Funds Open Rate cannot be determined as described above:

- (1) If the rate referred to above does not appear on Bloomberg Screen FEDSOPEN <INDEX> or any other successor screen or is not published by 5:00 P.M., New York City time, on the related Calculation Date, the Federal Funds Open Rate for the applicable Interest Determination Date will be the rate for that day displayed on Reuters page 5 under the heading "Federal Funds" and opposite the caption "Open," or any successor page for determining such rate available on Reuters.
- (2) If the rate referred to in clause (1) does not appear on Reuters page 5 or any other successor page or is not published by 5:00 P.M., New York City time, on the related Calculation Date, the Federal Funds Open Rate for the applicable Interest Determination Date will be the rate for that day as displayed on Bloomberg Screen FFPREBON <INDEX>, or any successor screen for determining such rate available on Bloomberg.
- (3) If the rate referred to in clause (2) does not appear on Bloomberg Screen FFPREBON <INDEX>, or any successor screen or is not published by 5:00 P.M., New York City time, on the related Calculation Date, the Federal Funds Open Rate for the applicable Interest Determination Date will be calculated by the calculation agent as the arithmetic mean of the rates for the last transaction in overnight, U.S. dollar federal funds, arranged before 9:00 A.M. New York City time on the relevant Interest Determination Date, quoted by three leading brokers of U.S. dollar federal funds transactions in New York City selected by the calculation agent.

(4) If the brokers so selected by the calculation agent are not quoting as referred to in clause (3) above, the Federal Funds Open Rate on the applicable Interest Determination Date will equal the Federal Funds Open Rate in effect on the applicable Interest Determination Date.

LIBOR Notes

LIBOR notes ("LIBOR Notes") will bear interest at the rates (calculated with reference to LIBOR and the Spread and/or Spread Multiplier, if any) specified in the applicable term sheet.

The calculation agent will determine LIBOR on each Interest Determination Date as follows:

(1) With respect to any Interest Determination Date, LIBOR will be generally determined as the average of the offered rates for U.S. dollar deposits in having the Index Maturity specified in the applicable term sheet beginning on the second London Banking Day immediately after the Interest Determination Date, that appear on the Designated LIBOR Page as of 11:00 A.M., London time, on that Interest Determination Date, if at least two offered rates appear on the Designated LIBOR Page; provided that if the specified Designated LIBOR Page by its terms provides only for a single rate, that single rate will be used.

(2) If fewer than two offered rates appear on the Designated LIBOR Page, or, if no rate appears and the Designated LIBOR Page by its terms provides only for a single rate, LIBOR for that Interest Determination Date will be determined based on the rates on that Interest Determination Date at approximately 11:00 A.M., London time, at which U.S. dollar deposits on that date for the period of the specified Index Maturity are offered to prime banks in the London interbank market by four major banks in that market selected by the calculation agent (after consultation with us) and in a principal amount that is representative for a single transaction in U.S. dollars in that market at that time. The offered rates must begin on the second London Banking Day immediately after the Interest Determination Date. The calculation agent will request the principal London office of each of these banks to quote its rate. If the calculation agent receives at least two quotations, LIBOR will be the average of those quotations.

(3) If the calculation agent receives fewer than two quotations as referred to in clause (2), LIBOR will be the arithmetic mean of the rates quoted at approximately 11:00 A.M., in the London, on the Interest Determination Date by major banks selected by the calculation agent (after consultation with us). The rates will be for loans in U.S. dollars to leading European banks having the specified Index Maturity beginning on the second London Banking Day after that date and in a principal amount that is representative for a single transaction in U.S. dollars in that market at that time.

(4) If the banks so selected by the calculation agent are not quoting as referred to in clause (3) above, the rate of interest on the LIBOR Notes with respect to the following Interest Reset Period will be the rate of interest in effect on the applicable Interest Determination Date.

"Designated LIBOR Page" means the display page specified in the applicable term sheet, or if no page is so specified or LIBOR Reuters is specified, the display on Reuters, or any successor service, on page LIBOR01, or any other page as may replace that page on that service, for the purpose of displaying the London interbank rates of major banks for the U.S. dollar deposits.

Prime Rate Notes

Prime Rate notes ("Prime Rate Notes") will bear interest at the rates (calculated with reference to the Prime Rate and the Spread and/or Spread Multiplier, if any) specified in the applicable term sheet. Unless specified otherwise in the applicable term sheet, "Prime Rate" means the rate on the applicable Interest Determination Date set forth in H.15(519) opposite the caption "Bank prime loan."

The following procedures will be followed if the Prime Rate cannot be determined as described above:

(1) If the rate referred to above is not so published by 5:00 P.M., New York City time, on the related Calculation Date, the Prime Rate for the applicable Interest Determination Date will be the rate on the applicable Interest Determination Date set forth in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying the applicable rate, under the caption "Bank prime loan".

(2) If the rate referred to in clause (1) above is not so published by 5:00 P.M., New York City time, on the related Calculation Date, the Prime Rate for the applicable Interest Determination Date will be the rate calculated by the calculation agent as the arithmetic mean of the rates of interest publicly announced by three major banks, which may include the calculation agent and its affiliates, in New York City selected by the calculation agent (after consultation with us) as its U.S. dollar prime rate or base lending rate as in effect for that day. Each change in the prime rate or base lending rate so announced by such bank will be effective as of the effective date of the announcement or, if no effective date is specified, as of the date of the announcement.

(3) If the banks selected by the calculation agent are not quoting as described in clause (2) above, the Prime Rate for the applicable Interest Determination Date will be the Prime Rate in effect on the applicable Interest Determination Date.

Treasury Rate Notes

Treasury Rate notes ("Treasury Rate Notes") will bear interest at the rates (calculated with reference to the Treasury Rate and the Spread and/or Spread Multiplier, if any) specified in the applicable term sheet. Unless specified otherwise in the applicable term sheet, "Treasury Rate" means the rate from the auction held on the applicable Interest Determination Date ("Auction") of direct obligations of the United States ("Treasury Bills") having the Index Maturity specified in the applicable term sheet which appears on either the Reuters Screen USAUCTION10 Page or the Reuters Screen USAUCTION11 Page opposite such Index Maturity under the heading "INVEST RATE".

The following procedures will be followed if the Treasury Rate cannot be determined as described above:

(1) If Treasury Bills having the Index Maturity specified in the applicable term sheet were auctioned on the applicable Interest Determination Date and the rate described above is not so published by 3:00 P.M., New York City time, on the related Calculation Date, the Treasury Rate for the applicable Interest Determination Date will be the Bond Equivalent Yield of the rate for the applicable Treasury Bills as published in H.15 Daily Update, or other recognized electronic source used for the purpose of displaying the applicable Treasury Bill auction rate, under the caption "U.S. Government securities/Treasury bills/Auction high".

(2) If the rate described in clause (1) above is not so published by 3:00 P.M., New York City time, on the related Calculation Date, the Treasury Rate for the applicable Interest Determination Date will be the Bond Equivalent Yield of the auction rate of the applicable Treasury Bills announced by the United States Department of the Treasury.

(3) If the rate described in clause (2) above is not announced by the United States Department of the Treasury, or if the Auction is not held, the Treasury Rate for the applicable Interest Determination Date will be the Bond Equivalent Yield of the rate on the applicable Interest Determination Date of Treasury Bills having the Index Maturity specified in the applicable term sheet set forth in H.15(519) under the caption "U.S. Government securities/Treasury bills/Secondary market".

(4) If the rate described in clause (3) above is not so published by 3:00 P.M., New York City time, on the related Calculation Date, the Treasury Rate for the applicable Interest Determination Date will be the rate on the applicable Interest Determination Date of the applicable Treasury Bills as published in H.15 Daily Update, or other recognized electronic source used for the purpose of displaying the applicable rate, under the caption “U.S. Government securities/Treasury bills/Secondary market”.

(5) If the rate described in clause (4) above is not so published by 3:00 P.M., New York City time, on the related Calculation Date, the Treasury Rate for the applicable Interest Determination Date will be the rate on the applicable Interest Determination Date calculated by the calculation agent as the Bond Equivalent Yield of the arithmetic mean of the secondary market bid rates, as of approximately 3:30 P.M., New York City time, on the applicable Interest Determination Date, of three primary United States government securities dealers, which may include the calculation agent or its affiliates, selected by the calculation agent (after consultation with us), for the issue of Treasury Bills with a remaining maturity closest to the Index Maturity specified in the applicable term sheet.

(6) If the dealers selected by the calculation agent are not quoting as described in clause (5) above, the Treasury Rate for the applicable Interest Determination Date will be the rate in effect on the applicable Interest Determination Date.

“Bond Equivalent Yield” means, in respect of any security with a maturity of six months or less, the rate for which is quoted on a bank discount basis, a yield (expressed as a percentage) calculated in accordance with the following formula:

$$\text{Bond Equivalent Yield} = \frac{D \times N}{360 - (D \times M)} \times 100$$

where:

“D” refers to the applicable per annum rate for Treasury Bills quoted on a bank discount basis and expressed as a decimal;

“N” refers to 365 or 366, as the case may be; and

“M” refers to the actual number of days in the interest period for which interest is being calculated.