SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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FILER

	Mailing Address	Business Address
TOYOTA AUTO FINANCE RECEIVABLES LLC CIK:**1131131**| IRS No.: **334836519** | State of Incorp.:**DE** | Fiscal Year End: **0331** Type: **8-K** | Act: **34** | File No.: **333-228027** | Film No.: **221152487** SIC: **6189** Asset-backed securities	*6565 HEADQUARTERS DRIVE ATTENTION: SEC REPORTING PLANO TX 75024*	*6565 HEADQUARTERS DRIVE ATTENTION: SEC REPORTING PLANO TX 75024 469-486-9013*
Toyota Auto Receivables 2022-C Owner Trust CIK:**1933877**| State of Incorp.:**DE** | Fiscal Year End: **0331** Type: **8-K** | Act: **34** | File No.: **333-259868-03** | Film No.: **221152488** SIC: **6189** Asset-backed securities	*6565 HEADQUARTERS DRIVE ATTENTION: SEC REPORTING PLANO TX 75024*	*6565 HEADQUARTERS DRIVE ATTENTION: SEC REPORTING PLANO TX 75024 469-486-9013*

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT PURSUANT TO
SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): August 8, 2022

TOYOTA AUTO RECEIVABLES 2022-C OWNER TRUST
(Exact name of Issuing Entity as specified in its charter)

TOYOTA AUTO FINANCE RECEIVABLES LLC
(Exact name of Depositor/Registrant as specified in its charter)

TOYOTA MOTOR CREDIT CORPORATION
(Exact name of Sponsor as specified in its charter)

Delaware
(State or Other Jurisdiction of Incorporation)

333-259868 333-259868-03	95-3775816
(Commission File Number)	(IRS Employer Identification No.)

6565 Headquarters Drive, W2-3D, Plano, Texas	75024-5965
(Address of Principal Executive Offices)	(Zip Code)

Registrant’s telephone number, including area code: (469) 486-9020

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

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

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Not applicable	Not applicable	Not applicable

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On or about August 16, 2022, Toyota Auto Finance Receivables LLC will transfer certain motor vehicle retail installment sales contracts (the "Receivables") to Toyota Auto Receivables 2022-C Owner Trust (the "Trust"). The Trust will grant a security interest in the Receivables to U.S. Bank Trust Company, National Association, as indenture trustee (the "Indenture Trustee"), and will issue: (i) Class A-1 Asset-Backed Notes in the aggregate original principal amount of $323,000,000; (ii) Class A-2a Asset-Backed Notes in the aggregate original principal amount of $365,400,000; (iii) Class A-2b Asset-Backed Notes in the aggregate original principal amount of $156,600,000; (iv) Class A-3 Asset-Backed Notes in the aggregate original principal amount of $490,000,000; (v) Class A-4 Asset-Backed Notes in the aggregate original principal amount of $127,500,000; and (vi) Class B Asset-Backed Notes in the aggregate original principal amount of $37,500,000 (collectively, the "Notes"). This Current Report on Form 8-K is being filed to file executed copies of the Underwriting Agreement and the Depositor Certification and forms of the Amended and Restated Trust Agreement, Indenture, Sale and Servicing Agreement, Receivables Purchase Agreement, Administration Agreement, Securities Account Control Agreement and Asset Representations Review Agreement (as listed below) to be executed.

Item 9.01. Financial Statements and Exhibits.

(a) Not applicable.

(b) Not applicable.

(c) Not applicable.

(d) Exhibits:

Exhibit No.	Description
1.1	Underwriting Agreement, dated August 8, 2022, among Toyota Auto Finance Receivables LLC ("TAFR LLC"), Toyota Motor

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	Credit Corporation ("TMCC"), and Citigroup Global Markets Inc., BMO Capital Markets Corp., BofA Securities, Inc. and Credit Agricole Securities (USA) Inc., acting on behalf of themselves and as representatives of the several underwriters named in the agreement.
4.1	Amended and Restated Trust Agreement, to be dated as of August 16, 2022, between TAFR LLC and Wilmington Trust, National Association, as owner trustee.
4.2	Indenture, to be dated as of August 16, 2022, among the Trust, the Indenture Trustee and U.S. Bank National Association, as securities intermediary.
4.3	Sale and Servicing Agreement, to be dated as of August 16, 2022, among TAFR LLC, as seller, TMCC, as servicer and sponsor, and the Trust, as issuer.
4.4	Receivables Purchase Agreement, to be dated as of August 16, 2022, between TAFR LLC, as purchaser, and TMCC, as seller.
4.5	Administration Agreement, to be dated as of August 16, 2022, among TMCC, as administrator, the Trust, as issuer, and the Indenture Trustee.
4.6	Securities Account Control Agreement, to be dated as of August 16, 2022, between TAFR LLC, as pledgor, and the Indenture Trustee, as secured party.
4.7	Asset Representations Review Agreement, to be dated as of August 16, 2022, among the Trust, as issuer, TMCC, as servicer and administrator and Clayton Fixed Income Services LLC, as asset representations reviewer.
36.1	Depositor Certification, dated August 8, 2022, for shelf offerings of asset-backed securities.

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SIGNATURES

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

TOYOTA AUTO FINANCE RECEIVABLES LLC

By: /s/ Stephen Bishop
Name: Stephen Bishop
Title: Secretary

Date: August 10, 2022

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Exhibit 1.1
EXECUTION VERSION

TOYOTA AUTO RECEIVABLES 2022-C OWNER TRUST

$306,850,000 2.939% ASSET BACKED NOTES, CLASS A-1
$347,130,000 3.83% ASSET BACKED NOTES, CLASS A-2a
$148,770,000 SOFR RATE PLUS 0.57% ASSET BACKED NOTES, CLASS A-2b
$465,500,000 3.76% ASSET BACKED NOTES, CLASS A-3
$121,125,000 3.77% ASSET BACKED NOTES, CLASS A-4

UNDERWRITING AGREEMENT

August 8, 2022

Citigroup Global Markets Inc.
388 Greenwich Street, 6th Floor Trading
New York, New York 10013

BMO Capital Markets Corp.
115 South LaSalle Street, 37th Floor West
Chicago, Illinois 60603

BofA Securities, Inc.
One Bryant Park, 11th Floor
New York, New York 10036

Credit Agricole Securities (USA) Inc.
1301 Avenue of the Americas
New York, New York 10019

As Joint Global Coordinators,
Bookrunners and Representatives of the
several Underwriters

Ladies and Gentlemen:

Section 1. Introductory. Toyota Auto Finance Receivables LLC, a Delaware limited liability company (the "Seller") and a wholly owned subsidiary of Toyota Motor Credit Corporation, a California corporation ("TMCC"), proposes to cause Toyota Auto Receivables 2022-C Owner Trust (the "Trust") to issue $323,000,000 aggregate principal amount of 2.939% Asset Backed Notes, Class A-1 (the "Class A-1 Notes"), $365,400,000 aggregate principal amount of 3.83% Asset Backed Notes, Class A-2a (the "Class A-2a Notes"), $156,600,000 aggregate principal amount of SOFR Rate plus 0.57% Asset Backed Notes, Class A-2b (the "Class A-2b Notes", and together with the Class A-2a Notes, the "Class A-2 Notes"), $490,000,000 aggregate principal amount of 3.76% Asset Backed Notes, Class A-3 (the "Class A-3 Notes"), $127,500,000

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aggregate principal amount of 3.77% Asset Backed Notes, Class A-4 (the "Class A-4 Notes", and together with the Class A-1 Notes, the Class A-2 Notes and the Class A-3 Notes, the "Class A Notes") and $37,500,000 aggregate principal amount of 0.00% Asset Backed Notes, Class B (the "Class B Notes" and together with the Class A Notes, the "Notes") and non-interest bearing certificates that represent the residual interest in the Trust (the "Certificates") of the Trust. Pursuant to the terms hereof, the Seller agrees to sell to each of the several underwriters named in Schedule I hereto (the "Underwriters") a portion of each of the Class A-1 Notes, Class A-2a Notes, the Class A-2b Notes, the Class A-3 Notes and the Class A-4 Notes (the "Underwritten Notes") in the respective amount listed on Schedule I hereto. The Seller will initially retain the Class B Notes, the Certificates and the portion of the Class A-1 Notes, the Class A-2a Notes, Class A-2b Notes, the Class A-3 Notes and the Class A-4 Notes that are not Underwritten Notes. Citigroup Global Markets, Inc., BMO Capital Markets Corp., BofA Securities, Inc. and Credit Agricole Securities (USA) Inc. will act as representatives for the Underwriters, and in such capacities shall herein be the "Representatives". The assets of the Trust will include, among other things, a pool of retail installment sale contracts (the "Receivables") secured by the new and used passenger cars, crossover utility vehicles, light-duty trucks and sport utility vehicles financed thereunder (the "Financed Vehicles") and certain monies due or to become due thereunder after the close of business on June 30, 2022 (the "Cutoff Date") and the other property and the proceeds thereof to be conveyed to the Trust pursuant to the Sale and Servicing Agreement to be dated as of August 16, 2022 (the "Sale and Servicing Agreement") among the Trust, the Seller and TMCC. TMCC purchased the Receivables from certain Toyota and Lexus dealers. The Receivables and other assets of the Trust will be sold by TMCC to the Seller pursuant to a Receivables Purchase Agreement (the "Receivables Purchase Agreement") to be dated as of August 16, 2022 between TMCC and the Seller. Pursuant to the Sale and Servicing Agreement, the Seller will sell the Receivables to the Trust and TMCC will service the Receivables on behalf of the Trust. The Notes will be issued pursuant to the Indenture to be dated as of August 16, 2022 (the "Indenture"), among the Trust, U.S. Bank Trust Company, National Association (the "Indenture Trustee") and U.S. Bank National Association (the "Securities Intermediary"). TMCC has caused the Seller to form the Trust pursuant to a trust agreement, as amended and restated by the Amended and Restated Trust Agreement (the "Trust Agreement") dated as of August 16, 2022, among the Seller, as depositor, and Wilmington Trust, National Association, as owner trustee (the "Owner Trustee"). TMCC, as administrator (in such capacity, the "Administrator") will perform certain administrative tasks on behalf of the Trust, the Owner Trustee and the Indenture Trustee imposed on them under the Basic Documents (as defined below) pursuant to an Administration Agreement (the "Administration Agreement") dated as of August 16, 2022 among the Trust, the Indenture Trustee and the Administrator. The asset representations review will be performed by the Asset Representations Reviewer (as defined below) under an Asset Representations Review Agreement (the "Asset Representations Review Agreement") dated as of August 16, 2022 among Clayton Fixed Income Services LLC, a Delaware limited liability company (the "Asset Representations Reviewer"), the Trust, TMCC and the Administrator. As used herein, the term "Basic Documents" refers to the Sale and Servicing Agreement, the Trust Agreement, the Indenture, the Receivables Purchase Agreement, the Administration Agreement and the Asset Representations Review Agreement.

Pursuant to Rule 15c6-1(d) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the Underwriters, the Seller and TMCC hereby agree that the "Closing Date" shall be August 16, 2022, 10:00 A.M., New York City time (or at such other place and time not

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later than seven business days thereafter as shall be agreed to in writing by the Representatives, the Seller and TMCC).

This Underwriting Agreement shall hereinafter be referred to as "this Agreement". Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Sale and Servicing Agreement and, to the extent not defined therein, shall have the meanings ascribed thereto in the Indenture.

Section 2. Representations and Warranties of the Seller and TMCC.

(a) Each of the Seller and TMCC, jointly and severally, represents and warrants to, and agrees with, each of the Underwriters that:

(i) A shelf registration statement on Form SF-3 (Registration No. 333-259868), including a form of prospectus, relating to the Notes has been filed with the Securities and Exchange Commission (the "Commission") on September 28, 2021, as amended by Pre-Effective Amendment No. 1 on November 24, 2021 and the registration statement either (A) has been declared effective under the Securities Act of 1933, as amended (the "Act"), and is not proposed to be amended or (B) is proposed to be amended by amendment or post-effective amendment. If the registration statement (the "initial registration statement") has been declared effective, either (i) any additional registration statement (the "additional registration statement") relating to the Notes has been filed with the Commission pursuant to Rule 462(b) ("Rule 462(b)") under the Act and declared effective upon filing pursuant to Rule 462(b) and the Notes have been duly registered under the Act pursuant to the initial registration statement and such additional registration statement or (ii) any such additional registration statement proposed to be filed with the Commission pursuant to Rule 462(b) will become effective upon filing pursuant to Rule 462(b) and upon such filing the Notes will have been duly registered under the Act pursuant to the initial registration statement and such additional registration statement. If the Seller does not propose to amend the initial registration statement, any such additional registration statement or any post-effective amendment to either such registration statement filed with the Commission prior to the execution and delivery of this Agreement, then the most recent amendment (if any) to such registration statement has been declared effective by the Commission or has become effective upon filing pursuant to Rule 462(c) under the Act ("Rule 462(c)") or Rule 462(b).

For purposes of this Agreement, "Effective Time" with respect to the initial registration statement or, if filed prior to the execution and delivery of this Agreement, the additional registration statement means (A) if the Seller has advised the Representatives that it does not propose to amend such registration statement, the date and time as of which such registration statement, or the most recent post-effective amendment thereto (if any) filed prior to the execution and delivery of this Agreement, were declared effective by the Commission or have become effective upon filing pursuant to Rule 462(c) or (B) if the Seller has advised the Representatives that it proposes to file an amendment or post-effective amendment to such registration statement, the date and time as of which such registration statement as amended by such amendment or post-effective amendment, as the case may be, is declared effective by the Commission. If the Seller has advised the

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Representatives that it proposes to file, but has not filed, an additional registration statement prior to the execution and delivery of this Agreement, "Effective Time" with respect to such additional registration statement means the date and time as of which such registration statement is filed and becomes effective pursuant to Rule 462(b). "Effective Date" with respect to the initial registration statement or the additional registration statement (if any) means the date of the Effective Time thereof.

The initial registration statement, as amended at its Effective Time, including all information (A) contained in the additional registration statement (if any), (B) deemed to be a part of such initial registration statements as of the Effective Time of the additional registration statement (if any) pursuant to the General Instructions of the Form on which it is filed and (C) deemed to be a part of such initial registration statement as of its respective Effective Time pursuant to Rule 430D under the Act ("Rule 430D"), is hereinafter referred to as the "Initial Registration Statement". The additional registration statement, as amended at its Effective Time, including (A) the contents of such Initial Registration Statement incorporated by reference therein and (B) all information deemed to be a part of the additional registration statement as of its Effective Time pursuant to Rule 430D, is hereinafter referred to as the "Additional Registration Statement." The Initial Registration Statement and the Additional Registration Statement are hereinafter referred to collectively as the "Registration Statements" and individually as a "Registration Statement." The form of prospectus relating to the Notes, as first filed with the Commission in connection with the offering and sale of the Notes pursuant to and in accordance with Rule 424(b) under the Act ("Rule 424(b)") or, if no such filing is required, as included in a Registration Statement, including all material incorporated by reference in such prospectus, is hereinafter referred to as the "Prospectus". Prior to 6:08 P.M. (Eastern Time, U.S.) on August 8, 2022 (i.e., the date and time the first Contract of Sale (as defined below) for the Underwritten Notes (the "Time of Sale") was entered into as designated by the Representatives), the Seller had prepared (i) a preliminary prospectus, dated August 2, 2022 (subject to completion), filed with the Commission pursuant to and in accordance with Rule 424(h) under the Act ("Rule 424(h)") not later than the third business day prior to the Effective Date and (ii) a free writing prospectus, dated August 2, 2022, and filed with the Commission on August 2, 2022 pursuant to Rule 433 (the "Ratings Free Writing Prospectus" and together with the Preliminary Prospectus (as defined below), the "Time of Sale Information"). As used herein, "Preliminary Prospectus" means, with respect to any date or time referred to herein, the most recent preliminary prospectus, filed in accordance with Rule 424(h) under the Act (as amended or supplemented, if applicable), which has been prepared and delivered by the Seller to the Underwriters in accordance with the provisions hereof.

Any reference herein to "Registration Statement", a Preliminary Prospectus or "Prospectus" shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 10 of Form SF-3, which were filed under the Exchange Act on or before the Effective Date of the Registration Statement or the date of the Preliminary Prospectus or the Prospectus, as the case may be; and any reference herein to the terms "amend", "amendment" or "supplement" with respect to the Registration Statement, Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the filing of any document under the Exchange Act after the Effective Date of the

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Registration Statement, or the date of the Preliminary Prospectus or the Prospectus, as the case may be, deemed to be incorporated therein by reference; any reference in this Agreement to documents, financial statements and schedules and other information which is "contained", "included", "stated", "described" or "referred to" in the Registration Statement, Preliminary Prospectus or the Prospectus (and all other references of like import) shall be deemed to mean and include all such documents, financial statements and schedules and other information, which is or is deemed to be incorporated by reference in the Registration Statement, Preliminary Prospectus or the Prospectus, as the case may be.

(ii) (A) On the Effective Date of any Registration Statement whose Effective Time is prior to the execution and delivery of this Agreement, each such Registration Statement conformed, (B) on the date of this Agreement each such Registration Statement conforms and (C) on any related Effective Date subsequent to the date of this Agreement, each such Registration Statement will conform, in all material respects, with the requirements of the Act and the rules and regulations of the Commission promulgated under the Act (the "Rules and Regulations"), and at such times did not and will not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading. At the time of the filing of the Prospectus pursuant to Rule 424(b) or, if no such filing is required, at the Effective Date of the Additional Registration Statement that includes the Prospectus, on the date of this Agreement and at the Closing Date (as such term is defined in Section 1 hereof), the Prospectus will conform in all material respects to the requirements of the Act and the Rules and Regulations, and does not include, or will not include, any untrue statement of a material fact nor does the Prospectus omit, nor will it omit, any material fact, necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Time of Sale Information, as of its date and at the Time of Sale, did not, and at the Closing Date, will not, include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Notwithstanding the foregoing, the three immediately preceding sentences shall not apply to (i) any statements or omissions made in reliance upon and in conformity with information contained in or omitted from either the Registration Statement, the Preliminary Prospectus or the Prospectus based upon and in conformity with the Underwriters' Information (as defined in Section 7(a)) or (ii) that part of the Registration Statement which shall constitute a Statement of Qualification under the Trust Indenture Act of 1939, as amended (the "1939 Act") on Form T-1 (the "Form T-1") of any Indenture Trustee. If the Effective Time of the Initial Registration Statement is subsequent to the date of this Agreement, no Additional Registration Statement has been or will be filed.

(iii) Other than the Preliminary Prospectus, the Prospectus, the CDI Intex file, the Bloomberg Screen filed with the Commission as a free writing prospectus (as defined in Rule 405 under the Act) on August 8, 2022 (the "Bloomberg Screen"), the Ratings Free Writing Prospectus and the Form ABS-15G furnished on EDGAR with respect to the Accountants Report (as defined herein), none of TMCC, the Seller, nor the Trust (including any such person's agents and representatives other than the Underwriters in their capacity as such) has made, used, prepared, authorized, approved or referred to or will prepare,

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make, use, authorize, approve or refer to any "written communication", including any other "free writing prospectus" (both as defined in Rule 405 under the Act), that constitutes an offer to sell or solicitation of any offer to buy the Underwritten Notes. The Ratings Free Writing Prospectus shall contain a legend substantially in the form of and in compliance with Rule 433(c)(2)(i) of the Act, and shall otherwise conform to any requirements for "free writing prospectuses" under the Act.

(iv) The consummation of the transactions contemplated by this Agreement and the Basic Documents, and the fulfillment of the terms thereof, will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, or result in the creation of any lien, charge, or encumbrance upon any of the property or assets of the Seller or TMCC pursuant to the terms of, any indenture, mortgage, deed of trust, loan agreement, guarantee, lease financing agreement or similar agreement or instrument under which the Seller or TMCC is a debtor or guarantor, except where such conflict, breach, default or creation could not be reasonably expected to have a material adverse effect on the Seller's or TMCC's respective ability to perform its obligations under this Agreement, the Basic Documents or the validity or enforceability thereof.

(v) No consent, approval, or order of, or filing with, any court or governmental agency or body is required to be obtained or made by the Seller or TMCC for the consummation of the transactions in the manner contemplated by this Agreement except such as have been obtained and made under the Act or the Rules and Regulations, such as may be required under state securities laws and the filing of any financing statements required to perfect the transfer of the Receivables.

(vi) Neither the Seller nor TMCC is in violation of its certificate of formation or limited liability company agreement or its articles of incorporation or bylaws, respectively, or in default in the performance or observance of any obligation, agreement, covenant or condition contained in any agreement or instrument to which it is a party or by which it or its properties are bound which could reasonably be expected to have a material adverse effect on the transactions contemplated herein or on the Seller's or TMCC's respective ability to perform its obligations under the Basic Documents. The execution, delivery and performance of this Agreement and the Basic Documents and the issuance of the Notes and sale of the Underwritten Notes and compliance with the terms and provisions of the Notes will not, subject to obtaining any consents or approvals as may be required under the securities laws of various jurisdictions in the United States and elsewhere, result in a breach or violation of (i) any of the terms and provisions of, or constitute a default under, any statute, rule, regulation or order of any governmental agency or body or any court having jurisdiction over the Seller or TMCC or any of their respective properties or any agreement or instrument to which the Seller or TMCC is a party or by which the Seller or TMCC is bound or to which any of their respective properties is subject in each case, except where such breach, violation or default could not reasonably be expected to have a material adverse effect on the Seller's or TMCC's ability to perform its obligations, under this Agreement or the Basic Documents or the validity or enforceability thereof, or (ii) the certificate of formation or limited liability company agreement of the Seller or the articles of incorporation or bylaws of TMCC, and each of the Seller and TMCC has full corporate

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power and authority to enter into this Agreement and the Basic Documents and to consummate the transactions contemplated hereby and thereby.

(vii) This Agreement has been duly authorized, executed and delivered by the Seller and TMCC.

(viii) The conditions to the use of a registration statement on Form SF-3 under the Securities Act, as set forth in the Registrant Requirements under General Instruction I.A., and the conditions of Rule 415 under the Securities Act, have been satisfied with respect to the Registration Statement. The conditions to the offering of the Notes on Form SF-3 under the Securities Act, as set forth in the Transaction Requirements under General Instruction I.B., will be satisfied as of the Closing Date with respect to the Registration Statement. As of the date that is ninety days after March 31, 2022, the requirements of General Instruction I.A. of Form SF-3 relating to the annual compliance evaluation have been met. No stop order suspending the effectiveness of the Registration Statement has been issued, and no proceeding for that purpose has been instituted or threatened by the Commission. The Seller has paid the registration fee for the Class A Notes in accordance with Rule 456 of the Act.

(ix) The documents incorporated by reference in the Registration Statement, the Preliminary Prospectus, the Prospectus or any amendment or supplement thereto (other than documents filed by Persons other than the Seller), when they became or become effective under the Act or were or are filed with the Commission under the Exchange Act, as the case may be, complied and will comply in all material respects with the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder.

(x) Neither TMCC nor the Seller has entered into, nor will TMCC or the Seller enter into, any contractual arrangement with respect to the distribution of the Underwritten Notes except for this Underwriting Agreement.

(xi) The Trust is not an "investment company" and is not required to be registered as an "investment company," as such term is defined in the Investment Company Act of 1940, as amended (the "Investment Company Act"), and the Trust will be relying on an exclusion or exemption under the Investment Company Act contained in Rule 3(a)(7) under the Investment Company Act, although there may be additional exclusions or exemptions available to the Trust. The Trust is being structured so as not to constitute a "covered fund" for purposes of the regulations adopted to implement Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (such statutory provision, together with such implementing regulations, the "Volcker Rule").

(xii) The Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended.

(xiii) Since June 30, 2022, there has not occurred any material adverse change in or affecting the condition, financial or otherwise, earnings, business or operations of the

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Seller or TMCC, and their respective subsidiaries, taken as a whole, except as disclosed to the Representatives prior to the date hereof.

(xiv) TMCC and the Seller acknowledge that in connection with the offering of the Underwritten Notes: (1) the Underwriters have acted at arms' length, are not agents of, and owe no fiduciary duties to, TMCC, the Seller or any other Person, (2) the Underwriters owe TMCC and the Seller only those duties and obligations set forth in this Agreement and (3) the Underwriters may have interests that differ from those of TMCC and the Seller. TMCC and the Seller each waive to the fullest extent permitted by applicable law any claims either may have against the Underwriters arising from an alleged breach of fiduciary duty in connection with the offer of the Underwritten Notes.

(xv) The Seller was not, on the date on which the first bona fide offer of the Underwritten Notes sold pursuant to this Agreement was made, an "ineligible issuer" as defined in Rule 405 under the Securities Act.

(xvi) TMCC has executed and delivered a written representation (each, a "17g-5 Representation") to each nationally recognized statistical rating organization hired by TMCC to rate the Class A-2 Notes, the Class A-3 Notes and the Class A-4 Notes (collectively, the "Hired NRSROs"), which satisfies the requirements of paragraph (a)(3)(iii)(A) through (E) of Rule 17g-5 of the Exchange Act ("Rule 17g-5"). TMCC has complied and has caused the Seller to comply, with the 17g-5 Representations other than (A) any breach of the 17g-5 Representations that would not have a material adverse effect on the Noteholders or (B) any breach of the 17g-5 Representations arising from a breach by any of the Underwriters of the representation, warranty and covenant set forth in Section 11(a)(vii).

(xvii) Neither TMCC nor the Seller has engaged any third-party due diligence service providers to provide any "due diligence services" (as defined in Rule 17g-10(d)(1) under the Exchange Act), other than an independent accounting firm, and the only report generated as a result of such engagement is the Report of Independent Accountants on Applying Agreed-Upon Procedures, dated June 28, 2022 (the "Accountants Report"), a copy of which was provided to the Representatives prior to the furnishing of such report on EDGAR. The Accountants Report is, as among the parties to this Agreement, deemed to have been obtained by TMCC pursuant to Rule 15Ga-2(a) and (b) under the Exchange Act. TMCC or the Seller will provide a copy of the final draft of the Form ABS-15G with respect to the Accountants Report to the Representatives at least one Business Day prior to furnishing such report or portion thereof on EDGAR. TMCC or the Seller has complied with Rule 15Ga-2 under the Exchange Act with respect to the Accountants Report, other than any breach resulting from a breach by any Underwriter of Section 4(f) of this Agreement, and no portion of the Accountants Report contains any names, addresses, other personal identifiers or zip codes with respect to any individuals, or any other personally identifiable or other information that would be associated with an individual, including without limitation any "nonpublic personal information" within the meaning of Title V of the Gramm-Leach-Bliley Financial Services Modernization Act of 1999.

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(xviii) TMCC has complied, and on the Closing Date will comply, either directly or (to the extent permitted by the Risk Retention Rules) through a "majority-owned affiliate" (as defined in the Risk Retention Rules), with all requirements imposed on the "sponsor" of a "securitization transaction" (as each such term is defined in the Risk Retention Rules) in accordance with the provisions of the Risk Retention Rules in connection with the securitization transaction contemplated by the Basic Documents. For the purpose of the foregoing sentence, "Risk Retention Rules" means the requirements of the final rules contained in Regulation RR, 17 C.F.R. §246.1 *et seq*.

(b) As of the Closing Date, the representations and warranties of the Seller and of TMCC in each of the Basic Documents to which it is a party will be true and correct in all material respects in accordance with the terms of such Basic Document; provided, however, that with respect to representations made with respect to any Receivable, the sole remedy for any breach thereof is, as provided in the related agreement, the repurchase by either TMCC or the Seller, as the case may be, of such Receivable.

Section 3. Purchase, Sale and Delivery of the Notes. On the basis of the representations, warranties and agreements herein contained, but subject to the terms and conditions herein set forth, the Seller agrees to sell to the several Underwriters, and the Underwriters agree, severally and not jointly, to purchase from the Seller the respective principal amounts of the Underwritten Notes set forth opposite the names of the Underwriters in Schedule I hereto. The Underwritten Notes are to be purchased at a purchase price equal to (i) in the case of the Class A-1 Notes, 99.95000% of the aggregate principal amount thereof, (ii) in the case of the Class A-2a Notes, 99.79056% of the aggregate principal amount thereof, (iii) in the case of the Class A-2b Notes, 99.80000% of the aggregate principal amount thereof, (iv) in the case of the Class A-3 Notes, 99.73329% of the aggregate principal amount thereof and (v) in the case of the Class A-4 Notes, 99.69572% of the aggregate principal amount thereof.

The Class A-1, the Class A-2a Notes, the Class A-2b Notes, the Class A-3 Notes and the Class A-4 Notes will initially be represented by five notes respectively representing $323,000,000, $365,400,000, $156,600,000, $490,000,000 and $127,500,000 aggregate principal amount of the Notes registered in the name of Cede & Co., the nominee of The Depository Trust Company, New York, New York ("DTC") (the "DTC Notes"). The interests of beneficial owners of the DTC Notes will be represented by book entries on the records of DTC and participating members thereof. Definitive notes evidencing the DTC Notes will be available only under the limited circumstances specified in the Basic Documents.

The Seller will deliver the DTC Notes to the Representatives for the respective securities accounts of the Underwriters at the office of Morgan, Lewis & Bockius LLP, against payment to the Seller of the purchase price for the Underwritten Notes by wire transfer in immediately available funds, on the Closing Date. The interests of beneficial owners of the Notes will be represented by book entries on the records of DTC and participating members thereof. The certificates evidencing the DTC Notes will be made available for checking and packaging at the office of U.S. Bank Trust Company, National Association in the City of New York at least 24 hours prior to the Closing Date.

Section 4. Certain Agreements Concerning the Offering by the Underwriters.

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(a) It is understood that the several Underwriters propose to offer the Underwritten Notes for sale to the public as set forth in the Preliminary Prospectus and the Prospectus. If the Prospectus specifies an initial public offering price or a method by which the price at which such Underwritten Notes are to be sold, then after the Underwritten Notes are released for sale to the public, the Underwriters may vary from time to time the public offering price, selling concessions and reallowances to dealers that are members of the Financial Industry Regulatory Authority ("FINRA") and other terms of sale hereunder and under such selling arrangements.

(b) Prior to the Closing Date, the Representatives shall notify TMCC and the Seller of (i) the date or dates on which the Preliminary Prospectus and the Ratings Free Writing Prospectus are first used and (ii) the time of the first Contract of Sale to which such Preliminary Prospectus relates.

(c) Each Underwriter, severally and not jointly, represents and agrees (i) that it did not enter into any Contract of Sale for any Underwritten Notes prior to the Time of Sale and (ii) that it will, at any time that such Underwriter is acting as an "underwriter" (as defined in Section 2(a)(11) of the Securities Act) with respect to the Underwritten Notes, deliver the Time of Sale Information to each investor to whom Underwritten Notes are sold by it during the period prior to the filing of the final Prospectus (as notified to the Underwriters by the Seller), prior to the applicable time of any such Contract of Sale with respect to such investor.

(d) If the Seller, TMCC or an Underwriter determines or becomes aware that any "written communication" (as defined in Rule 405 under the Securities Act) (including without limitation the Preliminary Prospectus) or oral statement (when considered in conjunction with all information conveyed at the time of the "contract of sale" within the meaning of Rule 159 under the Securities Act and all Commission guidance relating to such rule (the "Contract of Sale")) made or prepared by the Seller or such Underwriter contains an untrue statement of material fact or omits to state a material fact necessary to make the statements, in light of the circumstances under which they were made, not misleading at the time that a Contract of Sale was entered into, either the Seller or such Underwriter may prepare corrective information, with notice to the other party and such Underwriter shall deliver such information in a manner reasonably acceptable to both parties, to any person with whom a Contract of Sale was entered into based on such written communication or oral statement, and such information shall provide any such person with the following:

(i) adequate disclosure of the contractual arrangement;

(ii) adequate disclosure of the person's rights under the existing Contract of Sale at the time termination is sought;

(iii) adequate disclosure of the new information that is necessary to correct the misstatements or omissions in the information given at the time of the original Contract of Sale; and

(iv) a meaningful ability to elect to terminate or not to terminate the prior Contract of Sale and to elect to enter into or not enter into a new Contract of Sale.

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(e) Each Underwriter, severally and not jointly, agrees that it has not and will not violate any applicable securities laws, or other applicable law in its offer or sale of any of the Underwritten Notes within the United States or any other country or their respective territories or possessions.

(f) Each Underwriter, severally and not jointly, represents and warrants that it has not engaged any third-party to provide "due diligence services" (as defined in Rule 17g-10 under the Exchange Act) with respect to the transaction contemplated by this Agreement, it being understood that an independent accounting firm has been engaged by TMCC for the purpose of providing the Accountants Report.

Section 5. Certain Agreements of the Seller and TMCC. The Seller (and TMCC with respect to clauses (g), (h), (i), (j), (k), (l), (m) and (n) below), covenants and agrees with the several Underwriters that:

(a) The Seller will file the Prospectus with the Commission pursuant to and in accordance with Rule 424(b). The Seller will advise the Representatives promptly of any such filing pursuant to Rule 424(b) or deemed effectiveness pursuant to Rule 462. If the Effective Time of the Initial Registration Statement is prior to the execution and delivery of this Agreement and an Additional Registration Statement is necessary to register a portion of the Notes under the Act but the Effective Time thereof has not occurred as of such execution and delivery, the Seller will file the Additional Registration Statement or a post-effective amendment thereto, as the case may be, with the Commission pursuant to and in accordance with Rule 462 on or prior to 10:00 p.m., New York time, on the date of this Agreement or, if earlier, on or prior to the time the Prospectus is printed and distributed to any Underwriter, or will make such filing at such later date as shall have been consented to by the Underwriter.

(b) The Seller will advise the Representatives promptly of: (i) any proposal to amend or supplement the Registration Statement as filed, the Preliminary Prospectus or the Prospectus, and will not effect such amendment or supplement without first furnishing to the Representatives a copy of each such proposed amendment or supplement and obtaining the consent of the Representatives, which consent shall not unreasonably be withheld, (ii) any request by the Commission for any amendment of or supplement to the Registration Statement, the Preliminary Prospectus or the Prospectus or for any additional information, (iii) the effectiveness of the Registration Statement, or of any amendment or supplement thereto or to the Preliminary Prospectus or the Prospectus, and (iv) the issuance by the Commission or, if the Seller has knowledge thereof, by any authority administering any state securities or blue sky laws of any stop order suspending the effectiveness of the Registration Statement, the Preliminary Prospectus or the Prospectus and of the institution or threat of any proceeding for that purpose, and the Seller will use its best efforts to prevent the issuance of any such stop order and to obtain as soon as possible the lifting of any issued stop order.

(c) If, during the period in which the Prospectus is required by federal securities law or regulation (in the opinion of counsel for the Representative) to be delivered in connection with sales by any Underwriter or dealer, any event occurs as a result of which

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the Prospectus, as then amended or supplemented, would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary at any time to amend or supplement the Prospectus to comply with the Act, the Seller (in compliance with subsection (b)) will promptly notify the Representatives and will promptly prepare and file, or cause to be prepared and filed, with the Commission an amendment or supplement that will correct such statement or omission or effect such compliance; *provided,* that no such consent of the Representatives will be required to file an amendment or supplement under this Section 5(c) if the Seller receives an opinion of counsel that such amendment is required to comply with the Act. Neither any such filing nor the Representatives' consent thereto shall operate as a waiver or limitation of any rights of the Underwriters hereunder.

(d) As soon as practicable, but not later than the Availability Date (as defined below), the Seller will cause the Trust to make generally available to the Noteholders an earnings statement with respect to the Trust covering a period of at least 12 months beginning after the Effective Date of the Initial Registration Statement (or of any Additional Registration Statement) that will satisfy the provisions of Section 11(a) of the Act. For the purpose of the preceding sentence, "Availability Date" means the 45th day after the end of the Seller's fourth fiscal quarter following the Seller's fiscal quarter that includes the date hereof, except that, if such fourth fiscal quarter is the last quarter of the Seller's fiscal year, "Availability Date" means the 90th day after the end of such fourth fiscal quarter.

(e) The Seller will furnish to the Representatives copies of each Registration Statement as originally filed and each amendment thereto (in each case at least two of which will include all exhibits) and to the Underwriters, the Prospectus and all amendments and supplements to such documents, in each case as soon as available and in such quantities as the Representatives may reasonably request. The Prospectus shall be so furnished no later than 3:00 p.m., New York City time, on or prior to the business day preceding the Closing Date. All other documents shall be furnished as soon as available and in such quantities as the Representatives reasonably request. The Seller will pay the expenses of printing and distributing to the Underwriters all such documents.

(f) The Seller will arrange for the qualification of the Underwritten Notes for sale under the securities laws of such jurisdictions in the United States as the Representatives may reasonably designate and will continue such qualifications in effect so long as required for the distribution of the Underwritten Notes, provided that the Seller shall not be obligated to qualify to do business nor become subject to service of process generally, but only to the extent required for such qualification, in any jurisdiction in which it is not currently so qualified.

(g) So long as any of the Underwritten Notes are outstanding, the Seller or TMCC, as the case may be, will deliver or cause to be delivered to the Representatives (i) copies of each report regarding the Underwritten Notes mailed to Noteholders pursuant to the Basic Documents, (ii) the annual statement as to compliance and the annual statement of a firm of independent public accountants furnished to the Indenture Trustee pursuant to

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the Basic Documents (as amended), as soon as such statements are furnished to the Indenture Trustee, (iii) copies of all documents required to be filed with the Commission pursuant to the Exchange Act, or any order of the Commission thereunder and (iv) such other information concerning the Seller, TMCC (relating to the Receivables, the servicing thereof or the ability of TMCC to act as Servicer), the Underwritten Notes or the Trust as the Representatives may reasonably request from time to time; *provided*, however, that neither the Seller nor TMCC shall be obligated to provide copies of any of the foregoing items specified in this clause (g) if they are filed with the Commission on the Next – Generation EDGAR System ("EDGAR") or otherwise available through a Commission website.

(h) On or before the Closing Date, the Seller and TMCC shall cause TMCC's electronic files, which are maintained for the purpose of identifying retail installment sales contracts which have been transferred in connection with securitizations, to show the absolute ownership by the Trust of the Receivables, and from and after the Closing Date, none of the Seller or TMCC shall take any action inconsistent with the ownership by the Trust of such Receivables, other than as permitted by the Sale and Servicing Agreement or as required by law.

(i) The Seller and TMCC will pay all expenses incident to the performance of their respective obligations under this Agreement, including without limitation, (i) expenses incident to the printing, reproduction and distribution of the Registration Statement as originally filed and each amendment thereto, the Preliminary Prospectus and the Prospectus (including any amendments and supplements thereto), (ii) the fees and disbursements of the Indenture Trustee and the Owner Trustee and their counsel, (iii) the fees and disbursements of counsel to the Seller and TMCC and the independent public accountants of the Seller, (iv) the fees charged by each Hired NRSRO in connection with the rating of the Class A Notes, (v) the fees of DTC in connection with the book-entry registration of the DTC Notes, (vi) expenses incident to the preparation, issuance and delivery of the Notes and (vii) expenses incurred in distributing the Prospectus (including any amendments and supplements thereto) to the Underwriters, and will reimburse the Underwriters for any expenses (excluding fees and disbursements of counsel) incurred by the Underwriters in connection with the qualification of the Underwritten Notes for sale under the securities laws of such jurisdictions in the United States as the Representatives may designate pursuant to Section 5(f) hereof and in connection with the preparation of any blue sky or legal investment survey, if any is required.

(j) For a period of 7 days from the date hereof, neither the Seller, TMCC nor any of their respective affiliates will, without the prior written consent of the Representatives, directly or indirectly, offer, sell or contract to sell or announce the offering of, in a public or private transaction, any other collateralized securities backed by auto loan receivables similar to the Underwritten Notes, other than the Class B Notes and the portion of each of the Class A-1 Notes, the Class A-2 Notes, the Class A-3 Notes and the Class A-4 Notes that are not Underwritten Notes and are initially retained by the Seller or one or more of its affiliates.

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(k) To the extent if any, that the rating at the Closing Date provided with respect to the Class A Notes by any Hired NRSRO is conditional upon the furnishing of documents or the taking of any other actions by the Seller or TMCC, the Seller or TMCC, as the case may be, shall furnish such documents and take any such other actions as may be required.

(l) As of the Closing Date, each of the Basic Documents to which it is a party will have been duly authorized, executed and delivered by the Seller and TMCC.

(m) TMCC will comply, and will cause the Seller to comply, with each 17g-5 Representation.

(n) The Seller and TMCC will timely comply with all requirements of Rule 15Ga-2 under the Exchange Act.

Section 6. Conditions of the Obligations of the Underwriters. The obligations of the several Underwriters to purchase and pay for the Underwritten Notes will be subject to the accuracy of the respective representations and warranties on the part of the Seller and TMCC herein, to the accuracy of the statements of the Seller and TMCC made in any officers' certificates pursuant to the provisions hereof, to the performance by the Seller and TMCC of their respective obligations hereunder and to the following additional conditions precedent:

(a) (i) On or before the date of this Agreement, the Representatives and the Seller shall have received a letter, dated as of or prior to the date of the Preliminary Prospectus, from independent public accountants reasonably acceptable to the Representatives confirming that they are independent public accountants with respect to the Seller and TMCC within the meaning of the Act and the Rules and Regulations and with respect to certain information contained in the Registration Statement and the Preliminary Prospectus and substantially in the form of the draft to which the Representatives previously have agreed and otherwise in form and in substance reasonably satisfactory to the Representatives and (ii) on the Closing Date, the Representatives and the Seller shall have received (x) a letter, dated as of or prior to the Closing Date, from independent public accountants reasonably acceptable to the Representatives updating the letter referred to in clause (i) above, including with respect to the Prospectus, in form and substance reasonably satisfactory to the Representatives and (y) a letter, dated as of or prior to the Closing Date, from independent public accountants reasonably acceptable to the Representatives relating to certain agreed-upon procedures regarding data integrity in form and substance reasonably satisfactory to the Representatives (which letter may be included as part of the letter referred to in clause (x)).

(b) The Prospectus and any supplements thereto shall have been filed (if required) with the Commission in accordance with the Rules and Regulations; and, before the Closing Date, no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall have been instituted or, to the knowledge of the Seller or the Underwriters, shall be contemplated by the Commission or by any authority administering any state securities or blue sky law.

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(c) Subsequent to the execution and delivery of this Agreement, there shall not have occurred (i) any material adverse change in or affecting the condition, financial or otherwise, earnings, business or operations of the Seller, TMCC or the Trust which, in the reasonable judgment of the Representatives (after consultation with the Underwriters), materially impairs the investment quality of the Underwritten Notes, or makes it impractical or inadvisable to proceed with completion of the sale of and payment for the Underwritten Notes; (ii) any downgrading in the rating of any debt securities of TMCC or any of its direct or indirect subsidiaries by any Hired NRSRO, or any public announcement that any such organization has under surveillance or review its rating of any such debt securities (other than an announcement with positive implications of a possible upgrading, and no implication of a possible downgrading, of such rating); (iii) any suspension or limitation of trading in securities generally on the New York Stock Exchange or setting of minimum prices for trading on such exchange; (iv) any suspension of trading of any securities of TMCC on any exchange or in the over-the-counter market, (v) any banking moratorium declared by federal, California or New York authorities; or (vi) any outbreak or escalation of major hostilities in which the United States is involved, any declaration of war by the United States Congress or any other substantial national or international calamity or emergency if, in the reasonable judgment of the Representatives (after consultation with the Underwriters), the effect of any such outbreak, escalation, declaration, calamity or emergency makes it impractical or inadvisable to proceed with completion of the sale of and payment for the Underwritten Notes.

(d) The Representatives shall have received:

(1) the favorable opinion or opinions, dated the Closing Date, of Morgan, Lewis & Bockius LLP, with respect to the general corporate, enforceability and securities law matters, in form and scope reasonably satisfactory to the Representatives;

(2) a negative assurance letter of Morgan, Lewis & Bockius LLP, special counsel to the Seller, TMCC and the Trust, with respect to the Registration Statement, the most recent Preliminary Prospectus delivered prior to the Time of Sale and the Prospectus, in form and scope reasonably satisfactory to the Representatives;

(3) a negative assurance letter of Mayer Brown LLP, counsel to the Underwriters, with respect to the Registration Statement, the most recent Preliminary Prospectus delivered prior to the Time of Sale and the Prospectus, in form and scope reasonably satisfactory to the Representatives;

(4) the favorable opinion, dated the Closing Date, of Ellen L. Farrell, General Counsel of TMCC and counsel to the Seller, in form and scope reasonably satisfactory to the Representatives;

(5) the favorable opinion, dated the Closing Date, of Dentons US LLP, counsel to the Indenture Trustee, in form and scope reasonably satisfactory to the Representatives and counsel for the Underwriters;

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(6) the favorable opinion of Morgan, Lewis & Bockius LLP, special counsel to the Trust, dated the Closing Date, in form and scope reasonably satisfactory to the Representatives and counsel for the Underwriters, regarding certain security interest matters;

(7) the favorable opinion of Morgan, Lewis & Bockius LLP, dated the Closing Date, in form and scope reasonably satisfactory to the Representatives and counsel to the Underwriters with respect to certain bankruptcy matters;

(8) the favorable opinion of in-house counsel to the Asset Representations Reviewer, dated the Closing Date, in form and scope reasonably satisfactory to the Representatives and counsel for the Underwriters;

(9) the favorable opinions of Richards, Layton & Finger, P.A., as special Delaware counsel for the Trust, dated the Closing Date, in form and scope reasonably satisfactory to the Representatives and counsel for the Representatives; and

(10) the favorable opinion of Richards, Layton & Finger, P.A., as special counsel for the Owner Trustee, dated the Closing Date, in form and scope reasonably satisfactory to the Representatives and counsel for the Representatives.

The opinions and negative assurance letters described in this Section 6(d) may contain such assumptions, qualifications and limitations as are customary in opinions or letters of this type and are reasonably acceptable to counsel to the Representatives.

(e) The Representatives shall have received a certificate, dated the Closing Date, signed by the President or any Vice President and a principal financial or accounting officer of (i) the Seller in which such officers shall state that, to the best of their knowledge after reasonable investigation, (A) the representations and warranties of the Seller in this Agreement are true and correct, (B) the Seller has complied with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date in all material respects, (C) no stop order suspending the effectiveness of any Registration Statement has been issued and no proceedings for that purpose have been instituted or, to the best of their knowledge, are contemplated by the Commission, (D) the Additional Registration Statement, if any, satisfying the requirements of Rule 462(b)(1) and Rule 462(b)(3) was filed in accordance with Rule 462(b) (including payment of the applicable filing fee in accordance with Rule 111(a) or Rule 111(b) under the Act) prior to the time the Prospectus was printed or distributed to the Underwriter and (E) subsequent to the date of this Agreement, there has been no material adverse change in or affecting the condition, financial or otherwise, earnings, business or operations of the Seller except as set forth or contemplated in the Prospectus and (ii) TMCC in which such officers shall state that, to the best of their knowledge after reasonable investigation, (A) the representations and warranties of TMCC in this Agreement are true and correct, (B) TMCC has complied with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder in all material respects and (C) subsequent to the date of this Agreement there has been no material adverse change in or affecting the condition, financial or otherwise, earnings, business or operations of TMCC which would materially and adversely affect the

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performance by TMCC of its obligations under this Agreement or any of the Basic Documents.

(f) On the Closing Date, the Class A-1 Notes, the Class A-2 Notes, the Class A-3 Notes and the Class A-4 Notes shall have received the ratings indicated in the Ratings Free Writing Prospectus from the nationally recognized statistical rating organizations named therein.

(g) The Representatives shall have received a certificate, dated the Closing Date, signed by an authorized officer or any Vice President of the Indenture Trustee, in which such officer shall state that the information contained in the Form T-1 for the Indenture Trustee is true and accurate as of its filing with the Commission.

(h) On the Closing Date, the Representatives and counsel for the Underwriters shall have been furnished with such documents and opinions as they reasonably may require for the purpose of enabling them to pass upon the issuance and sale of the Underwritten Notes as herein contemplated and related proceedings or in order to evidence the accuracy and completeness of any of the representations and warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Seller and TMCC in connection with the issuance and sale of the Underwritten Notes as herein contemplated shall be in form and substance reasonably satisfactory to the Representatives and counsel for the Underwriters.

Section 7. Indemnification and Contribution.

(a) The Seller and TMCC will, jointly and severally, indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several as incurred, to which such Underwriter may become subject, under the Act, the Exchange Act or other federal or state laws or regulation, whether statutory, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of any material fact contained in the CDI Intex file or the Bloomberg Screen or any amendment or supplement thereto or (ii) any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement, the Preliminary Prospectus, the Prospectus, the Ratings Free Writing Prospectus, the Form ABS-15G furnished on EDGAR with respect to the Accountants Report or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such loss, claim, damage, liability or action as such expenses are incurred; provided, however, that neither the Seller nor TMCC will be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement in or omission or alleged omission from any of such documents in reliance upon and in conformity with written information furnished to the Seller or TMCC by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information in the Prospectus appearing in the first sentence in the second paragraph under the heading “Underwriting”, the second table under the heading “Underwriting” insofar as it describes

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the selling concessions and the reallowances (including footnote 1 thereto), and the fourth, fifth, sixth and eighth paragraphs and the second sentence in the ninth paragraph under the heading “Underwriting” (the “Underwriters’ Information”).

(b) Each Underwriter, severally and not jointly, will indemnify and hold harmless each of the Seller and TMCC against any losses, claims, damages or liabilities, joint or several as incurred, to which the Seller or TMCC, may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement, the Preliminary Prospectus, the Prospectus or any amendment or supplement thereto, or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Seller or TMCC by such Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by such Underwriter consists of such Underwriter’s Underwriters’ Information, and will reimburse the Seller and TMCC for any legal or other expenses reasonably incurred by the Seller and TMCC in connection with investigating or defending any such loss, claim, damage, liability or action as such expenses are incurred.

(c) Each Underwriter, severally and not jointly, agrees to indemnify and hold harmless the Seller and TMCC against any losses, claims, damages or liabilities to which the Seller or TMCC may become subject, under the Act, the Exchange Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon, (i) any untrue statement or alleged untrue statement of any material fact contained in each Underwriter Free Writing Prospectus (defined below) prepared by it, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading and (ii) any statement contained in each Underwriter Free Writing Prospectus (defined below) prepared by it that conflicts with the information then contained in the Registration Statement or any prospectus or prospectus supplement that is a part thereof, and will reimburse any legal or other expenses reasonably incurred by the Seller or TMCC in connection with investigating or defending any such loss, claim, damage, liability or action; *provided*, *however*, that with respect to clauses (i) and (ii) above, no Underwriter will be liable to the extent that any such loss, claim, damage or liability arises out of or is based upon any statement in or omission from each Underwriter Free Writing Prospectus (defined below) in reliance upon and in conformity with (A) any written information furnished to the related Underwriter by the Seller or TMCC expressly for use therein, (B) information accurately extracted from the Preliminary Prospectus or Prospectus, which information was not corrected by information subsequently provided by the Seller or TMCC to the related Underwriter prior to the time of use of such Underwriter Free Writing Prospectus (defined below) or (C) Issuer Information (as defined below) (except for information regarding the status of the subscriptions for the Underwritten Notes).

(d) Promptly after receipt by an indemnified party under this Section of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under subsection (a), (b) or (c) above, notify the indemnifying

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party of the commencement thereof; but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than under subsection (a), (b) or (c) above. In case any such action is brought against any indemnified party and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them or (iii) the indemnifying party fails to appoint such counsel as provided in the previous sentence under this Section. In no event shall the indemnifying parties be liable for the fees and expenses of more than one counsel (in addition to any local counsel) for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 7 (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of any litigation, investigation, proceeding or claim and (ii) does not contain a statement as to or an admission of fault, culpability, or a failure to act by or on behalf of any indemnified party (unless such statement is agreed to by the indemnified party in writing); the provisions of this Section with respect to indemnification shall continue and survive.

(e) If the indemnification provided for in this Section is unavailable or insufficient to hold harmless an indemnified party under subsection (a), (b) or (c) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities referred to in subsection (a), (b) or (c) above (i) in such proportion as is appropriate to reflect the relative benefits received by the Seller and TMCC on the one hand and the Underwriters, on the other hand, from the offering of the Underwritten Notes or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Seller and TMCC on the one hand and the Underwriters on the other hand in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities as well as any other relevant equitable considerations. The relative benefits received by the Seller and TMCC on the one hand and the Underwriters on the other hand shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Seller and TMCC bear to the total underwriting discounts and

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commissions received by the Underwriters. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Seller or TMCC or the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (e) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any action or claim which is the subject of this subsection (e). Notwithstanding the provisions of this subsection (e), no Underwriter shall be required to contribute any amount in excess of the amount by which the total underwriting discounts and commissions received by such Underwriter with respect to the Underwritten Notes underwritten by it exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (e) to contribute are several in proportion to their respective underwriting obligations and not joint.

(f) The obligations of the Seller and TMCC under this Section 7 shall be in addition to any liability that the Seller or TMCC may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls any Underwriter within the meaning of the Act or the Exchange Act and to each of their respective officers, directors and employees; and the obligations of the Underwriters under this Section shall be in addition to any liability that the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each director of the Seller or TMCC, to each officer of the Seller or TMCC who has signed any Registration Statement, to each person, if any, who controls the Seller or TMCC within the meaning of the Act or the Exchange Act and to each of their respective officers, directors and employees.

Section 8. Default of Underwriters. If any Underwriter or Underwriters default in their obligations to purchase Underwritten Notes hereunder and (i) the aggregate principal amount of Class A-1 Notes (in the case of the Class A-1 Underwriters) as set forth on Schedule I that such defaulting Underwriter or Underwriters agreed but failed to purchase does not exceed 10% of the total principal amount of the Class A-1 Notes, (ii) the aggregate principal amount of Class A-2 Notes (in the case of the Class A-2 Underwriters) as set forth on Schedule I that such defaulting Underwriter or Underwriters agreed but failed to purchase does not exceed 10% of the total principal amount of the Class A-2 Notes, (iii) the aggregate principal amount of Class A-3 Notes (in the case of the Class A-3 Underwriters) as set forth on Schedule I that such defaulting Underwriter or Underwriters agreed but failed to purchase does not exceed 10% of the total principal amount of the Class A-3 Notes and (iv) the aggregate principal amount of the Class A-4 Notes (in the case of the Class A-4 Underwriters) as set forth on Schedule I that such defaulting Underwriter or Underwriters agreed but failed to purchase does not exceed 10% of the total principal amount of the Class A-4 Notes, the Representatives may make arrangements satisfactory to the Seller and TMCC for the purchase of such Class A-1 Notes, Class A-2 Notes, Class A-3 Notes or Class A-4 Notes, as the case may be, by other persons, including any of the Underwriters, but if no such arrangements are made by the Closing Date, the non-defaulting Class A-1

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Underwriters shall be obligated severally, in proportion to their respective commitments hereunder, to purchase the Class A-1 Notes, the non-defaulting Class A-2 Underwriters shall be obligated severally, in proportion to their respective commitments hereunder, to purchase the Class A-2 Notes, the non-defaulting Class A-3 Underwriters shall be obligated severally, in proportion to their respective commitments hereunder, to purchase the Class A-3 Notes and the non-defaulting Class A-4 Underwriters shall be obligated severally, in proportion to their respective commitments hereunder, to purchase the Class A-4 Notes, in each case that such defaulting Underwriters agreed but failed to purchase. If any such default or defaults occur and such default or defaults exceed 10% of the total principal amount of the Class A-1 Notes, the Class A-2 Notes, the Class A-3 Notes or the Class A-4 Notes, as the case may be, and arrangements satisfactory to the Seller and TMCC for the purchase of such Underwritten Notes by other persons are not made within 36 hours after such default, this Agreement will terminate without liability on the part of any non-defaulting Underwriter, the Seller or TMCC, except as provided in Section 9 hereof. As used in this Agreement, the term "Underwriter" includes any person substituted for an Underwriter under this Section. Nothing herein will relieve a defaulting Underwriter from liability for its default.

Section 9. Survival of Certain Representations and Obligations. The respective indemnities, agreements, representations, warranties and other statements of the Seller and TMCC or their respective officers and of the several Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation or statement as to the results thereof, made by or on behalf of any Underwriter, the Seller, TMCC or any of their respective representatives, officers or directors or any controlling person, and will survive delivery of and payment for the Underwritten Notes. If this Agreement is terminated pursuant to Section 8 hereof or if for any reason the purchase of the Underwritten Notes by the Underwriters is not consummated, the Seller and TMCC shall remain responsible for the expenses to be paid or reimbursed by the Seller and TMCC pursuant to Section 5(i) hereof and the respective obligations of the Seller, TMCC and the Underwriters pursuant to Section 7 hereof shall remain in effect. If the purchase of the Underwritten Notes by the Underwriters is not consummated for any reason other than solely because of the termination of this Agreement pursuant to Section 8 hereof or the occurrence of any event specified in clause (iii), (iv) or (v) of Section 6(c) hereof, the Seller and TMCC will reimburse the Underwriters for all out-of-pocket expenses (including fees and disbursements of counsel) reasonably incurred by it in connection with the offering of the Underwritten Notes.

Section 10. Termination. This Agreement shall be subject to termination in the sole discretion of the Underwriters by notice to Seller and TMCC given on or prior to the Closing Date, if at or prior to the Closing Date any of the events described in Section 6(c) shall have occurred; provided that the obligations of the Seller, TMCC and the Underwriters (solely with respect to Section 7) in Sections 5(i), 7 and 9 shall remain in full force and effect.

Section 11. Offering Communications. Other than the Preliminary Prospectus and the Prospectus, each Underwriter, severally and not jointly, represents, warrants and agrees with TMCC and the Seller that it has not made, used, prepared, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any "written communication" (as defined in Rule 405 under the Act) that constitutes an offer to sell or solicitation of an offer to buy the Underwritten Notes, including, but not limited to any "ABS informational and computational materials" as defined in Item 1101(a) of Regulation AB under the Act unless such Underwriter has obtained the

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prior written approval of TMCC and the Seller; *provided*, *however*, each Underwriter may prepare and convey to one or more of its potential investors without the consent of TMCC, the Seller or any of their respective affiliates one or more "written communications" (as defined in Rule 405 under the Act) in the form of (i) a CDI Intex file that does not contain any Issuer Information (as defined below) other than Issuer Information included in the Preliminary Prospectus previously filed with the Commission, (ii) the Bloomberg Screen, (iii) the Ratings Free Writing Prospectus, or (iv) other written communication containing no more than the following: (a) information contemplated by Rule 134 under the Act, (b) information included or to be included in the Preliminary Prospectus or the Prospectus, (c) information relating to the class, size, rating, CUSIPS, coupon, yield, spread, closing date, legal maturity, weighted average life, expected final payment date, trade date and payment window of one or more classes of Notes, servicer clean up call, eligibility of the Notes to be purchased by ERISA plans and (d) a column or other entry showing the status of the subscriptions for the Underwritten Notes and/or expected pricing parameters of the Underwritten Notes (each such other written communication enumerated in this Section 11, clause (iv), an "Underwriter Free Writing Prospectus"). As used herein, the term "Issuer Information" means any information of the type specified in clauses (1) – (5) of footnote 271 of Commission Release No. 33-8591 (Securities Offering Reform), other than Underwriter Derived Information. As used herein, the term "Underwriter Derived Information" shall refer to information of the type described in clause (5) of footnote 271 of Commission Release No. 33-8591 (Securities Offering Reform) when prepared by any Underwriter, including traditional computational and analytical materials prepared by the Underwriter.

(a) Each Underwriter, severally and not jointly, represents, warrants and agrees with TMCC and the Seller that:

(i) each Underwriter Free Writing Prospectus prepared by it will not, as of the date such Underwriter Free Writing Prospectus was conveyed or delivered to any prospective purchaser of Underwritten Notes, include any untrue statement of a material fact or omit any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; *provided*, *however*, that no Underwriter makes such representation, warranty or agreement to the extent such untrue statements or omissions were made in reliance upon and in conformity with information contained in the Preliminary Prospectus or the Prospectus or any written information furnished to the related Underwriter by TMCC or the Seller specifically for use therein which information was not corrected by information subsequently provided by TMCC or the Seller to the related Underwriter prior to the time of use of such Underwriter Free Writing Prospectus;

(ii) each Underwriter Free Writing Prospectus prepared by it shall contain a legend substantially in the form of and in compliance with Rule 433(c)(2)(i) of the Act, and shall otherwise conform to any requirements for "free writing prospectuses" under the Act;

(iii) each Underwriter Free Writing Prospectus prepared by it shall be delivered to TMCC and the Seller no later than the time of first use and, unless otherwise agreed to by TMCC and the Seller and the related Underwriter, such delivery shall occur no later than 5:00 p.m. (Eastern Time) on the date of first use (which shall be no earlier than the

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time that the Preliminary Prospectus is filed with the Commission); *provided*, *however*, if the date of first use is not a Business Day, such delivery shall occur no later than 5:00 p.m. (Eastern Time) on the first Business Day preceding such date of first use;

(iv) none of the information in each Underwriter Free Writing Prospectus will conflict with the information then contained in the Registration Statement or any prospectus or prospectus supplement that is a part thereof;

(v) such Underwriter has in place, and covenants that it shall maintain, internal controls and procedures which it reasonably believes to be sufficient to ensure full compliance with all applicable legal requirements of the Act and the rules and regulations thereunder with respect to the generation and use of Underwriter Free Writing Prospectuses in connection with the offering of the Underwritten Notes. In addition, such Underwriter shall, for a period of at least three years after the date hereof, maintain written and/or electronic records of the following:

(a) each Underwriter Free Writing Prospectus used by such Underwriter to solicit offers to purchase Underwritten Notes to the extent not filed with the Commission;

(b) regarding each Underwriter Free Writing Prospectus delivered by such Underwriter to an investor, the date of such delivery and identity of such investor; and

(c) regarding each Contract of Sale entered into by such Underwriter, the date, identity of the investor and the terms of such Contract of Sale, as set forth in the related confirmation of trade;

(vi) such Underwriter shall file each Underwriter Free Writing Prospectus that has been distributed by such Underwriter in a manner reasonably designed to lead to its broad, unrestricted dissemination within the later of two Business Days after such Underwriter first provides this information to investors and the date upon which the Seller is required to file the Prospectus with the Commission pursuant to Rule 424(b) of the Act or otherwise as required under Rule 433 of the Act; *provided*, *however*, that such Underwriter shall not be required to file each Underwriter Free Writing Prospectus to the extent such Underwriter Free Writing Prospectus includes information in a free writing prospectus, Preliminary Prospectus or Prospectus previously filed with the Commission or that does not contain substantive changes from or additions to a free writing prospectus previously filed with the Commission; and

(vii) such Underwriter (a) has not delivered, and will not deliver, any Rating Information to a Hired NRSRO, and (b) has not participated and will not participate, in any oral communication of Rating Information with any Hired NRSRO or other nationally recognized statistical rating organization unless a designated representative from TMCC participates in such communication; *provided, however*, that if an Underwriter receives an oral communication from a Hired NRSRO, such Underwriter is authorized to inform such Hired NRSRO that it will respond to the oral communication with a designated

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representative from TMCC. "Rating Information" means any oral or written information provided to a Hired NRSRO for the purpose of (a) determining the initial credit rating for the Class A Notes including information about the characteristics of the Receivables and the legal structure of the Class A Notes or (b) undertaking credit rating surveillance on the Class A Notes, including information about the characteristics and performance of the Receivables.

Section 12. Notices. All communications hereunder will be in writing and, if sent to the Representatives or the Underwriters, will be mailed or delivered to the Representatives c/o Citigroup Global Markets Inc., 388 Greenwich Street, 6th Floor Trading, New York, New York 10013, Attention: General Counsel, facsimile: (646) 291-1469, BMO Capital Markets Corp., 115 South LaSalle Street, 37th Floor West, Chicago, Illinois 60603, Attention: Matt Peters, BofA Securities, Inc., One Bryant Park, 11th Floor, New York, New York 10036 Attention: Chris Jonas, and Credit Agricole Securities (USA) Inc., 1301 Avenue of the Americas, 17th Floor, New York, New York 10019, Attention: Roger Klepper, email: roger.klepper@ca-cib.com; if sent to the Seller, will be mailed or delivered to it at Toyota Auto Finance Receivables LLC, 6565 Headquarters Drive, W2-3D, Plano, Texas 75024-5965, Attention: Scott Cooke—President, Chief Financial Officer and Chief Executive Officer; or if sent to TMCC, will be mailed or delivered to it at Toyota Motor Credit Corporation, 6565 Headquarters Drive, W2-3D, Plano, Texas 75024-5965, Attention: Vice President–Treasury. Notwithstanding the foregoing, any notice to an Underwriter pursuant to Section 7 hereof will be mailed or delivered to such Underwriter.

Section 13. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and controlling persons referred to in Section 7 hereof, and no other person will have any right or obligation hereunder.

Section 14. Representation of Representatives. The Representatives will act for the several Underwriters in connection with the transactions described in this Agreement, and any action taken by the Representatives under this Agreement will be binding upon all the Underwriters.

Section 15. Representations, Warranties and Covenants of Underwriters. With respect to any offers or sales of the Underwritten Notes outside of the United States (and solely with respect to any such offers and sales) each Underwriter severally and not jointly makes the following representations and warranties:

(a) Each Underwriter represents and agrees that it will comply with all applicable laws and regulations in each jurisdiction in which it purchases, offers or sells Underwritten Notes or distributes the Prospectus or any other offering material and will obtain any consent, approval or permission required by it for the purchase, offer or sale by it of Underwritten Notes under the laws and regulations in force in any jurisdiction, to which it is subject or in which it makes such purchases, offers or sales and neither the Seller or TMCC shall have any responsibility therefor;

(b) No action has been or will be taken by such Underwriter that would permit a public offering of the Underwritten Notes, or distribution of any offering material in relation to the Underwritten Notes in any jurisdiction where action for that purpose is required unless the Seller or TMCC has agreed to such actions and such actions have been taken;

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(c) Each Underwriter represents and agrees that it will not offer, sell or deliver any of the Underwritten Notes or distribute any such offering material in or from any jurisdiction except under circumstances, which will result in compliance with applicable laws and regulations and which will not impose any obligation on the Seller or TMCC or the Underwriters;

(d) Such Underwriter acknowledges that it is not authorized to give any information or make any representations in relation to the Underwritten Notes other than those contained or incorporated by reference in the Preliminary Prospectus, the Prospectus, the Ratings Free Writing Prospectus, each Underwriter Free Writing Prospectus, the Bloomberg Screen, the CDI Intex file, the Form ABS-15G furnished on EDGAR with respect to the Accountants Report and such additional information, if any, as the Seller or TMCC shall, in writing, provide to and authorize such Underwriter so to use and distribute to actual and potential purchasers of Underwritten Notes;

(e) Each Underwriter agrees that: (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000, as amended (the "FSMA")) received by it in connection with the issue or sale of the Underwritten Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Trust or the Seller; and (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Underwritten Notes in, from or otherwise involving the United Kingdom.

(f) Each Underwriter represents and agrees that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Underwritten Notes to any EU retail investor in the European Economic Area. For the purposes of this provision: (i) the expression "EU retail investor" means a person who is one (or more) of the following: (a) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II"); or (b) a customer within the meaning of Directive (EU) 2016/97 (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (c) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 (as amended); and (ii) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Underwritten Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Underwritten Notes; and

(g) Each Underwriter represents and agrees that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Underwritten Notes to any UK retail investor in the United Kingdom. For the purposes of this provision: (i) the expression "UK retail investor" means a person who is one (or more) of the following: (a) a retail client, as defined in point (8) of Article 2 of Commission Delegated Regulation (EU) No 2017/565 as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended, the "EUWA"), and as amended; or (b) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97 (as amended), where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of the domestic law of the United Kingdom by virtue of the EUWA, and as amended; or (c) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 (as amended) as it forms part of the domestic law of the United Kingdom by virtue of the EUWA, and as

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amended; and (ii) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Underwritten Notes to be offered so as to enable an investor to decide to purchase or subscribe to the Underwritten Notes.

Section 16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Section 17. Applicable Law; Entire Agreement. **This Agreement and any claim, controversy or dispute arising under or related to this Agreement will be governed by and construed in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of laws thereof or any other jurisdiction (other than Sections 5-1401 and 5-1402 of the New York General Obligations Laws), and the obligations, rights and remedies of the parties under this Agreement shall be determined in accordance with such laws**. This Agreement represents the entire agreement between the Seller and TMCC, on the one hand, and the Underwriters, on the other, with respect to the preparation of the Prospectus or the Preliminary Prospectus, the conduct of the offering and the purchase and sale of the Underwritten Notes.

Section 18. Submission to Jurisdiction; **Waiver of Jury Trial.** Each of the parties hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement, any documents executed and delivered in connection herewith or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York in the Borough of Manhattan, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Person at its address set forth in Section 12 or, if not therein, in the Sale and Servicing Agreement or in the Indenture;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) **waives all right of trial by jury in any action, proceeding or counterclaim based on, or arising out of, under or in connection with this Agreement or any matter arising hereunder or thereunder.**

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Section 19. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

For purposes of this Section 19: (a) a "BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k); (b) "Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b); (c) "Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and (d) "U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

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If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to us one of the counterparts hereof, whereupon it will become a binding agreement between the Seller and TMCC and the Underwriters in accordance with its terms.

Very truly yours,

TOYOTA AUTO FINANCE RECEIVABLES LLC

By: /s/ Stephen Bishop
Name: Stephen Bishop
Title: Secretary

TOYOTA MOTOR CREDIT CORPORATION

By: /s/ James Schofield
Name: James Schofield
Title: Group Vice President - Finance, Treasury, Competitiveness, and Mergers & Acquisitions

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The foregoing Underwriting Agreement
is hereby confirmed and accepted, as
of the date first above written:

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Casey Furillo
Name: Casey Furillo
Title: Director

Acting on behalf of itself and as
a Representative of the several
Underwriters

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BMO CAPITAL MARKETS CORP.

By: /s/ John Pappano
Name: John Pappano
Title: Managing Director

Acting on behalf of itself and as
a Representative of the several
Underwriters

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BOFA SECURITIES, INC.

By: /s/ Christopher Jonas
Name: Christopher Jonas
Title: Managing Director

Acting on behalf of itself and as
a Representative of the several
Underwriters

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CREDIT AGRICOLE SECURITIES (USA) INC.

By: /s/ Roger Klepper
Name: Roger Klepper
Title: Managing Director

Acting on behalf of itself and as
a Representative of the several
Underwriters

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Schedule I

Underwriters	Class A-1 Notes	Class A-2a Notes	Class A-2b Notes	Class A-3 Notes	Class A-4 Notes
Citigroup Global Markets Inc.	$122,740,000	$138,852,000	$59,508,000	$186,200,000	$48,450,000
BMO Capital Markets Corp.	$52,165,000	$59,013,000	$25,291,000	$79,135,000	$20,592,000
BofA Securities, Inc.	$52,165,000	$59,013,000	$25,291,000	$79,135,000	$20,592,000
Credit Agricole Securities (USA) Inc.	$52,165,000	$59,013,000	$25,291,000	$79,135,000	$20,592,000
Academy Securities, Inc.	$9,205,000	$10,413,000	$4,463,000	$13,965,000	$3,633,000
Cabrera Capital Markets LLC	$9,205,000	$10,413,000	$4,463,000	$13,965,000	$3,633,000
CastleOak Securities, L.P.	$9,205,000	$10,413,000	$4,463,000	$13,965,000	$3,633,000
Total	**$306,850,000**	**$347,130,000**	**$148,770,000**	**$465,500,000**	**$121,125,000**

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Exhibit 4.1

TOYOTA AUTO RECEIVABLES 2022-C OWNER TRUST
(a Delaware Statutory Trust)

FORM OF AMENDED AND RESTATED TRUST AGREEMENT

between

TOYOTA AUTO FINANCE RECEIVABLES LLC,
as Depositor,

and

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Owner Trustee

Dated as of August 16, 2022

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AMENDED AND RESTATED TRUST AGREEMENT, dated as of August 16, 2022, by and between TOYOTA AUTO FINANCE RECEIVABLES LLC, a Delaware limited liability company, as depositor, and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Owner Trustee, amending and restating in its entirety the Trust Agreement dated as of July 19, 2021 (the "Original Trust Agreement"), by and between TOYOTA AUTO FINANCE RECEIVABLES LLC, a Delaware limited liability company, as depositor and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as owner trustee, and herein referred to as the "Trust Agreement" or this "Agreement."

IN CONSIDERATION of the mutual agreements herein contained, and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Except as otherwise specified herein or if the context may otherwise require, capitalized terms used but not otherwise defined herein have the meanings ascribed thereto in the Sale and Servicing Agreement and the Indenture for all purposes of this Agreement. Except as otherwise provided in this Agreement, whenever used herein the following words and phrases, unless the context otherwise requires, shall have the following meanings:

"Administration Agreement" means the Administration Agreement, dated as of August 16, 2022, by and among the Trust, as issuer, the Administrator, and the Indenture Trustee, pursuant to which the Administrator undertakes to perform certain of the duties and obligations of the Trust and the Owner Trustee hereunder, under the Sale and Servicing Agreement, the Asset Representations Review Agreement and under the Indenture.

"Administrator" means TMCC, acting in its capacity as Administrator under the Administration Agreement.

"Agreement" or "Trust Agreement" means this Amended and Restated Trust Agreement, as the same may be amended and supplemented from time to time.

"Asset Representations Review Agreement" means the Asset Representations Review Agreement, dated as of August 16, 2022, by and among the Asset Representations Reviewer, the Trust, the Servicer and the Administrator.

"Asset Representations Reviewer" means Clayton Fixed Income Services LLC, as asset representations reviewer under the Asset Representations Review Agreement, and any successor thereto.

"Basic Documents" means the Receivables Purchase Agreement, this Agreement, the Certificate of Trust, the Sale and Servicing Agreement, the Indenture, the Administration Agreement, the Securities Account Control Agreement, the Note Depository Agreement, the

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Asset Representations Review Agreement and the other documents and certificates delivered in connection herewith and therewith.

"Benefit Plan" means an "employee benefit plan" as defined in Section 3(3) of ERISA, which is subject to the provisions of Title I of ERISA, a "plan" described in and subject to Section 4975 of the Code, an entity whose underlying assets include "plan assets" by reason of an employee benefit plan's or plan's investment in the entity, or any other employee benefit plan that is subject to any law that is substantially similar to the fiduciary responsibility or prohibited transaction provisions of Title I of ERISA or Section 4975 of the Code.

"Certificate" means any of the Certificates executed by the Trust and authenticated by the Owner Trustee, evidencing a beneficial interest in the Trust, substantially in the form attached hereto as Exhibit A.

"Certificate of Trust" means the certificate of trust filed with respect to the formation of the Trust pursuant to Section 3810(a) of the Statutory Trust Act, as amended, corrected or restated from time to time.

"Certificate Register" means the register maintained pursuant to Section 3.03.

"Certificate Registrar" means Wilmington Trust, National Association, unless and until a successor thereto is appointed pursuant to Section 3.03. The Certificate Registrar initially designates its offices at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, Attention: Corporate Trust Administration, as its offices for purposes of Section 3.03.

"Certificateholder" or "Holder" means a Person in whose name a Certificate is registered in the Certificate Register.

"Code" means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

"Corporate Trust Office" means, with respect to the Owner Trustee, the principal corporate trust office of the Owner Trustee located at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, Attention: Corporate Trust Administration; or at such other address as the Owner Trustee may designate by notice to the Certificateholder, or the principal corporate trust office of any successor Owner Trustee (the address of which the successor Owner Trustee will notify the Certificateholder).

"Depositor" means TAFR LLC in its capacity as depositor hereunder.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Expenses" shall have the meaning assigned to such term in Section 8.02.

"Indenture" means the Indenture, dated as of August 16, 2022, entered into among the Trust, U.S. Bank Trust Company, National Association, a national banking association, as Indenture Trustee, and U.S. Bank National Association, as securities intermediary, pursuant to which the Notes are issued.

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"Non-U.S. Person" means any Person who is not, for U.S. federal income tax purposes, (i) a citizen or resident of the United States who is a natural person, (ii) a corporation or partnership (or an entity treated as a corporation or partnership) created or organized in or under the laws of the United States or any state thereof, including the District of Columbia (unless, in the case of a partnership, Treasury Regulations are adopted that provide otherwise), (iii) an estate, the income of which is subject to United States federal income taxation, regardless of its source or (iv) a trust, if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons (as such term is defined in the Code and Treasury Regulations) has the authority to control all substantial decisions of the trust; except that, to the extent provided in Treasury Regulations, certain trusts in existence prior to August 20, 1996 which elected to be treated as United States persons prior to such date also shall be United States persons.

"Notes" means the notes issued by the Trust pursuant to the Indenture, having the payment and other terms set forth in the Indenture.

"Original Trust Agreement" shall have the meaning assigned to such term in the introductory paragraph to this Agreement.

"Owner Trustee" means Wilmington Trust, National Association, a national banking association, not in its individual capacity but solely as owner trustee under this Agreement, and any successor owner trustee hereunder.

"Paying Agent" means any paying agent or co-paying agent appointed pursuant to Section 3.06, and shall initially be the Owner Trustee.

"Percentage Interest" shall mean, with respect to each Certificate, the percentage interest in the Trust represented by such Certificate.

"Receivables Purchase Agreement" means that certain Receivables Purchase Agreement, dated as of August 16, 2022, between TMCC, as Seller, and TAFR LLC, as Purchaser of the Receivables.

"Record Date" means, with respect to the Certificates and each Payment Date, the last day of the month immediately preceding the month in which such Payment Date occurs.

"Responsible Officer" means, with respect to the Owner Trustee, any vice president, assistant vice president, secretary, assistant secretary working in its corporate trust department and having direct responsibility for the administration of this Agreement and with respect to a particular matter to whom such matter is referred because of such officer's knowledge and familiarity with the particular subject.

"Sale and Servicing Agreement" means the Sale and Servicing Agreement, dated as of August 16, 2022, among the Trust, TAFR LLC, as seller, and TMCC, as servicer.

"Secretary of State" means the Secretary of State of the State of Delaware.

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"Securities Account Control Agreement" shall have the meaning ascribed thereto in the Sale and Servicing Agreement.

"Statutory Trust Act" means Chapter 38 of Title 12 of the Delaware Code, 12 Del. Code § 3801 et seq., as the same may be amended from time to time.

"TAFR LLC" means Toyota Auto Finance Receivables LLC, a Delaware limited liability company, its successors and assigns.

"TMCC" means Toyota Motor Credit Corporation, a California corporation, its successors and assigns.

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

"Trust" means the Toyota Auto Receivables 2022-C Owner Trust, a Delaware statutory trust existing pursuant to this Agreement and the filing of the Certificate of Trust.

"Trust Estate" shall have the meaning ascribed thereto in the Indenture.

Section 1.02. Usage of Terms. With respect to all terms in this Agreement, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to "writing" include printing, typing, lithography and other means of reproducing words in a visible form; references to agreements and other contractual instruments include all subsequent amendments, amendments and restatements and supplements thereto or changes therein entered into in accordance with their respective terms and not prohibited by this Agreement; references to Persons include their permitted successors and assigns; and the term "including" means "including without limitation."

ARTICLE II

CREATION OF TRUST

Section 2.01. Creation of Trust. A Delaware statutory trust known as "Toyota Auto Receivables 2022-C Owner Trust" was formed in accordance with the provisions of the Statutory Trust Act pursuant to the Original Trust Agreement. The Owner Trustee is hereby authorized and vested with the power and authority to make and execute contracts, instruments, certificates, agreements and other writings on behalf of the Trust as set forth herein and to sue and be sued on behalf of the Trust.

The Owner Trustee accepted under the Original Trust Agreement, and does hereby confirm its acceptance and agreement to hold in trust, for the benefit of the Certificateholders and such other Persons as may become beneficiaries hereunder from time to time, all of the Trust Estate conveyed or to be conveyed to the Trust and all monies and proceeds that may be received with respect thereto, subject to the terms of this Agreement.

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Section 2.02. Office. The principal place of business of the Trust for purposes of Delaware law shall be in care of the Owner Trustee at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, Attention: Corporate Trust Administration, or at such other address in Delaware as the Owner Trustee may designate by written notice to the Certificateholders and the Servicer. The Trust may establish additional offices located at such place or places inside or outside of the State of Delaware as the Owner Trustee may designate from time to time by written notice to the Certificateholders and the Servicer.

Section 2.03. Purposes and Powers.

(a) The purpose of the Trust is, and the Trust shall have the power and authority and is authorized, to engage in the following activities:

(i) to issue the Notes pursuant to the Indenture and the Certificates pursuant to this Agreement;

(ii) to acquire the Trust Estate (including the Receivables and related property) from the Depositor in exchange for the Notes and Certificates and to hold and manage the Trust Estate pursuant to the Sale and Servicing Agreement;

(iii) to assign, grant, transfer, pledge, mortgage and convey the Trust Estate pursuant to, and on the terms and conditions set forth in, the Indenture and to hold, manage and distribute to Certificateholders pursuant to the terms of the Sale and Servicing Agreement any portion of the Trust Estate released from the Lien of, and remitted to the Trust pursuant to, the Indenture as set forth therein and in the Sale and Servicing Agreement;

(iv) to engage in those activities, including entering into and performing such agreements (including, without limitation, the Basic Documents) that are necessary, suitable or convenient to accomplish the foregoing or are incidental thereto or connected therewith; and

(v) subject to compliance with the Basic Documents, to engage in such other activities as may be required in connection with conservation of the Trust Estate and the making of distributions to the Certificateholders and the Noteholders and in respect of amounts to be released to the Depositor, the Servicer, the Administrator and third parties, if any.

(b) The Trust shall not engage in any activity other than in connection with the foregoing and as required or authorized by the terms of the Basic Documents.

Section 2.04. Power of Attorney. Pursuant to the Administration Agreement, the Trust has authorized the Administrator to perform certain of its administrative duties hereunder, including duties with respect to the management of the Trust Estate, and in connection therewith hereby grants the Administrator its revocable power of attorney.

Section 2.05. Declaration of Trust. The Owner Trustee hereby declares that it shall hold the Trust Estate in trust upon and subject to the conditions set forth herein for the use and

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benefit of the Certificateholders, subject to the obligations of the Trust under the Basic Documents. It is the intention of the parties hereto that the Trust constitute a statutory trust under the Statutory Trust Act and that this Agreement constitute the governing instrument of such statutory trust. It is the intention of the parties hereto that, for purposes of U.S. federal and state income tax, franchise tax, and any other tax measured in whole or in part by income, the Trust shall be treated as an entity disregarded as separate from the Person holding the beneficial interests in the Trust for any period during which the beneficial interests in the Trust are treated as being held by one Person, and that it shall be treated as a partnership for any period during which the beneficial interests in the Trust are held by more than one Person (and all such Persons are not treated as the same Person for such tax purposes), with the assets of the partnership being the Receivables and other assets held by the Trust, and the Notes being debt of such partnership. For any such period during which the beneficial interests in the Trust are treated as being held by more than one Person (and all such Persons are not treated as the same Person for such tax purposes), each Certificateholder, by acceptance of a Certificate or any beneficial interest on a Certificate, agrees to treat, and to take no action inconsistent with the treatment of, the Certificates as partnership interests in the Trust for such tax purposes. The parties agree that for any such period, unless otherwise required by appropriate tax authorities, the Trust will file or cause to be filed annual or other necessary returns, reports and other forms consistent with such characterization of the Trust for such tax purposes. Effective as of the date hereof, the Owner Trustee and, solely to the extent set forth in the Administration Agreement, the Administrator shall have all rights, powers and duties set forth herein and in the Statutory Trust Act with respect to accomplishing the purposes of the Trust. At the direction of the Depositor, the Owner Trustee caused to be filed a certificate of trust for the Trust pursuant to the Statutory Trust Act, and the Owner Trustee shall file or cause to be filed such amendments thereto as shall be necessary or appropriate to satisfy the purposes of this Agreement and as shall be consistent with the provisions hereof.

Section 2.06. **Liability of the Certificateholders**. No Certificateholder shall have any personal liability for any liability or obligation of the Trust, solely by reason of it being a Certificateholder.

Section 2.07. **Title to Trust Property**. Legal title to the Trust Estate shall be vested at all times in the Trust as a separate legal entity.

Section 2.08. **Situs of Trust**. The Trust will be located in Delaware and administered in Delaware and Texas. All bank accounts maintained by the Owner Trustee on behalf of the Trust shall be located in the State of Delaware or the State of New York. The Trust shall not have any employees. Payments will be received by the Trust only in Delaware or New York, and payments will be made by the Trust only from Delaware or New York.

Section 2.09. **Representations and Warranties of the Depositor**. The Depositor hereby represents and warrants to the Owner Trustee that as of the Closing Date:

(a) The Depositor is duly organized and validly existing as a limited liability company in good standing under the laws of the State of Delaware, with power and authority to own its properties and to conduct its business as such properties are currently owned and such

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business is presently conducted, and had at all relevant times and has power, authority and legal right to acquire, own and sell the Receivables.

(b) The Depositor is duly qualified to do business as a foreign limited liability company in good standing, and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business shall require such qualifications and where the failure to so qualify will have a material adverse effect on the ability of the Depositor to conduct its business or perform its obligations under this Agreement.

(c) The Depositor has the power and authority to execute and deliver this Agreement and to carry out its terms; the Depositor has full power and authority to sell and assign the property to be sold and assigned to the Trust under the Sale and Servicing Agreement and deposited with the Owner Trustee, on behalf of the Trust, as part of the Trust Estate, and the Depositor has duly authorized such sale and assignment and deposit to the Trust by all necessary corporate action; and the execution, delivery and performance of this Agreement has been duly authorized by the Depositor by all necessary action.

(d) This Agreement shall constitute a legal, valid and binding obligation of the Depositor enforceable in accordance with its terms, except as such enforceability may be subject to or limited by bankruptcy, insolvency, reorganization, moratorium, liquidation, fraudulent conveyance or other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity, regardless of whether such enforceability shall be considered in a proceeding in equity or in law.

(e) The consummation of the transactions contemplated by this Agreement and the fulfillment of the terms hereof do not conflict with, result in any breach of any of the terms and provisions of, nor constitute (with or without notice or lapse of time) a default under, the limited liability company agreement of the Depositor or conflict with or breach any of the terms or provisions or constitute (with or without notice or lapse of time) a default under any indenture, agreement or other instrument to which the Depositor is a party or by which it is bound, nor result in the creation or imposition of any Lien upon any of its properties pursuant to the terms of any such indenture, agreement or other instrument (other than pursuant to the Basic Documents); nor violate any law or, to the best of the Depositor's knowledge, any order, rule or regulation applicable to the Depositor of any court or of any federal or state regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Depositor or its properties which breach, default, conflict, Lien or violation would have a material adverse effect on the earnings, business affairs or business prospects of the Depositor.

(f) There is no action, suit or proceeding before or by any court or governmental agency or body, domestic or foreign, now pending, or to the best of the Depositor's knowledge, threatened, against or affecting the Depositor: (i) asserting the invalidity of this Agreement, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement, (iii) seeking any determination or ruling that might materially and adversely affect the performance by the Depositor of its obligations under, or the validity or enforceability of, this Agreement or (iv) relating to the Depositor and which might adversely affect the U.S. federal income tax attributes of the Trust or the Certificate or the Notes.

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Section 2.10. **Federal Income Tax Allocations**. To the extent required for U.S. federal income tax purposes, net income or net losses of the Trust for any month as determined for U.S. federal income tax purposes (and each item of income, gain, loss and deduction entering into the computation thereof) shall be allocated to the Certificateholders in proportion to their Percentage Interests (to the extent not previously allocated pursuant to this clause). The Depositor is authorized to modify the allocations in this paragraph if necessary or appropriate, in its sole discretion for the allocations to fairly reflect the economic income, gain or loss to the Certificateholders, as otherwise required by the Code.

Section 2.11. **Covenants of the Trust**. The Trust covenants and agrees to the following:

(a) to maintain books and records separate from any other person or entity;

(b) to maintain its accounts separate from those of any other person or entity, except as permitted by this Agreement or any other Basic Document;

(c) not to commingle assets with those of any other entity, except as permitted by this Agreement or any other Basic Document;

(d) to conduct its own functions in its own name;

(e) to maintain separate financial statements or records;

(f) to pay its own liabilities out of its own funds, except as permitted by this Agreement or any other Basic Document;

(g) to maintain an arm's-length relationship with its Affiliates;

(h) to maintain adequate service providers in light of its contemplated business operations;

(i) to allocate fairly and reasonably any overhead for shared office space;

(j) to hold itself out as a separate entity;

(k) to correct any known misunderstanding regarding its separate identity;

(l) not to guarantee or become obligated for the debts of any other affiliated or unaffiliated third party or hold out its credit as being available to satisfy the obligations of others (except as otherwise specified in the Basic Documents); and

(m) to take such actions as are necessary to ensure that any financial statements of TMCC or any Affiliate thereof that are consolidated to include the Trust will contain detailed notes clearly stating that (i) all of the Trust's assets are owned by the Trust, and (ii) the Trust is a separate entity with its own separate creditors that will be entitled to be satisfied out of the Trust's assets prior to any value in the Trust becoming available to the Trust's equity holders; and the accounting records and the published financial statements of TMCC will clearly show

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that, for accounting purposes, the Receivables and the other Collateral have been sold or contributed to the Trust.

ARTICLE III

CERTIFICATES AND TRANSFER OF INTERESTS

Section 3.01. The Certificates. The Certificates, evidencing a beneficial interest in the Trust, shall be executed on behalf of the Trust by manual or facsimile signature of an Authorized Officer of the Owner Trustee and authenticated on behalf of the Owner Trustee by the manual or facsimile signature of an Authorized Officer of the Owner Trustee. Certificates bearing the manual or facsimile signatures of individuals who were, at the time when such signatures shall have been affixed, authorized to sign on behalf of the Trust, shall be valid and binding obligations of the Trust, notwithstanding that such individuals or any of them shall have ceased to be so authorized prior to the authentication and delivery of such Certificates or did not hold such offices at the date of authentication and delivery of such Certificates.

The Certificates may be printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination in the form of Exhibit A hereto. The Certificates shall be issued in minimum denominations of a Percentage Interest of 5.00% and integral multiples of 5.00% in excess thereof.

A transferee of a Certificate shall become a Certificateholder, and shall be entitled to the rights and subject to the obligations of a Certificateholder hereunder, upon such transferee's acceptance of a Certificate duly registered in such transferee's name pursuant to Section 3.03.

Section 3.02. Authentication of Certificates. On the Closing Date, concurrently with the initial transfer of the Receivables to the Trust pursuant to the Sale and Servicing Agreement, the Owner Trustee shall cause to be executed, authenticated and delivered on behalf of the Trust to or upon the written order of the Depositor, Certificates evidencing the entire beneficial interest in the Trust. No Certificate shall entitle its Holder to any benefit under this Agreement or be valid for any purpose, unless there shall appear on such Certificate a certificate of authentication substantially in the form set forth in Exhibit A, executed by the Owner Trustee or the Owner Trustee's authenticating agent, by manual or facsimile signature of an Authorized Officer, and such authentication shall constitute conclusive evidence, and the only evidence, that such Certificate shall have been duly authenticated and delivered hereunder. All Certificates shall be dated the date of their authentication. The Owner Trustee shall be the initial authenticating agent of the Trust hereunder.

Section 3.03. Registration of Transfer and Exchange of Certificates.

(a) The Certificate Registrar shall keep or cause to be kept, at the office or agency maintained pursuant to Section 3.05, a Certificate Register in which, subject to such reasonable regulations as it may prescribe, the Certificate Registrar shall provide for the registration of Certificates and of transfers and exchanges of Certificates as herein provided. Wilmington Trust, National Association shall be the initial Certificate Registrar. In the event that the Certificate Registrar shall for any reason become unable to act as Certificate Registrar, the Certificate

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Registrar shall promptly give written notice to such effect to the Depositor, the Owner Trustee and the Servicer. Upon receipt of such notice, the Depositor or its designee shall appoint another bank or trust company to act as successor Certificate Registrar under this Agreement, which entity will agree to act in accordance with the provisions of this Agreement applicable to it as successor Certificate Registrar, and otherwise acceptable to the Owner Trustee.

(b) Upon surrender for registration of transfer of any Certificate at the office or agency maintained pursuant to Section 3.05, the Owner Trustee shall execute, authenticate and deliver (or shall cause its authenticating agent to authenticate and deliver), in the name of the designated transferee or transferees, one or more new Certificates dated the date of authentication by the Owner Trustee or any authenticating agent. At the option of a Holder, Certificates may be exchanged for other Certificates upon surrender of the Certificates to be exchanged at the office or agency maintained pursuant to Section 3.05. The preceding provisions of this Section notwithstanding, (i) the Owner Trustee shall not make, and the Certificate Registrar shall not register, transfer or exchanges of Certificates for a period of fifteen (15) days preceding the due date for any payment with respect to the Certificates and (ii) the Owner Trustee shall permit the registration, transfer and exchange of Certificates only in minimum denominations of a Percentage Interest of 5.00% and integral multiples of 5.00% in excess thereof.

(c) Every Certificate presented or surrendered for registration of transfer or exchange shall be accompanied by a written instrument of transfer or exchange in form satisfactory to the Owner Trustee and the Certificate Registrar duly executed by the Holder or his attorney duly authorized in writing. Each Certificate surrendered for registration of transfer or exchange shall be cancelled and disposed of by the Owner Trustee in accordance with its customary practice.

No transfer of a Certificate shall be made unless the Owner Trustee shall have received:

(1) a representation from the transferee of such Certificate substantially in the form of Exhibit B to the effect that:

(i) such transferee is not a Non-U.S. Person; and

(ii) such transferee is not a Benefit Plan;

(2) a representation from the transferor of such Certificate substantially in the form of Exhibit C; and

(3) an opinion of counsel to the Owner Trustee that the transfer of such Certificate is being made pursuant to an effective registration under the Securities Act or is exempt from the registration requirements of the Securities Act.

Notwithstanding anything else to the contrary herein, any purported transfer of a Certificate to a Non-U.S. Person or to or on behalf of a Benefit Plan or utilizing the assets of a Benefit Plan shall be void and of no effect.

To the extent permitted under applicable law (including, but not limited to, ERISA), the Owner Trustee shall be under no liability to any Person for any registration of transfer of any

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Certificate that is in fact not permitted by this Section 3.03(c) or for making any payments due on such Certificate to the Certificateholder thereof or taking any other action with respect to such Holder under the provisions of this Agreement or the Sale and Servicing Agreement so long as the transfer was registered by the Certificate Registrar or the Owner Trustee in accordance with the foregoing requirements.

(d) No service charge shall be made for any registration of transfer or exchange of Certificates, but the Owner Trustee or the Certificate Registrar may require payment of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any transfer or exchange of Certificates.

(e) No transfer of a Certificate or any interest therein shall be made unless (i) the Holder of such Certificate shall have first surrendered such Certificate to the Certificate Registrar for registration of transfer, or (ii) in the case of any such Certificate which shall have been mutilated, destroyed, lost or stolen, the Holder of such Certificate shall have first complied with the applicable provisions of Section 3.04.

(f) No transfer of a Certificate or any interest therein shall be made unless each prospective transferee represents and warrants, with respect to itself and each prospective beneficial owner of the Certificate, that it is not a member of an "expanded group" (within the meaning of the Treasury Regulations issued under Section 385 of the Code) that includes a domestic corporation (as determined for U.S. federal income tax purposes) or a "controlled partnership" (within the meaning of the Treasury Regulations issued under Section 385 of the Code) of such expanded group where any member of such "expanded group" directly or indirectly (through one or more entities that are treated for U.S. federal income tax purposes as partnerships, disregarded entities, or grantor trusts) owns Notes (other than Retained Notes).

Section 3.04. Mutilated, Destroyed, Lost or Stolen Certificate. If (a) any mutilated Certificate shall be surrendered to the Certificate Registrar, or if the Certificate Registrar shall receive evidence to its satisfaction of the destruction, loss or theft of any Certificate and (b) there shall be delivered to the Certificate Registrar and the Owner Trustee such security or indemnity as may be required by them to save each of them harmless, then in the absence of notice that such Certificate shall have been acquired by a bona fide purchaser, the Owner Trustee on behalf of the Trust shall execute and the Owner Trustee, or the Owner Trustee's authenticating agent, shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Certificate, a new Certificate of like tenor and denomination. In connection with the issuance of any new Certificate under this Section, the Owner Trustee or the Certificate Registrar may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith. Any duplicate Certificate issued pursuant to this Section shall constitute conclusive evidence of ownership in the Trust, as if originally issued, whether or not the lost, stolen or destroyed Certificate shall be found at any time.

Section 3.05. Maintenance of Office or Agency. The Owner Trustee shall maintain an office or offices or agency or agencies where notices and demands to or upon the Owner Trustee in respect of the Certificate and the Basic Documents may be served. The Owner Trustee initially designates the Corporate Trust Office, as its principal corporate trust office for such

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purposes. The Owner Trustee shall give prompt written notice to the Depositor and to the Certificateholders of any change in the location of any such office or agency.

Section 3.06. **Appointment of Paying Agent**. Except during any period when the Indenture Trustee is authorized and directed to do so under the Indenture (i.e. prior to the termination of the Indenture), the Paying Agent shall make distributions to the Certificateholders from the amounts distributable thereto under Section 5.06 of the Sale and Servicing Agreement pursuant to Section 5.02 and shall report the amounts of such distributions to the Owner Trustee. Any Paying Agent shall have the revocable power to withdraw funds from the Collection Account for the purpose of making the distributions referred to above. The Trust (or the Administrator on behalf of the Trust) may revoke such power and remove the Paying Agent if the Trust (or the Administrator on behalf of the Trust) determines in its sole discretion that the Paying Agent shall have failed to perform its obligations under this Agreement in any material respect. The Paying Agent shall initially be Owner Trustee and any co-paying agent chosen by the Owner Trustee and acceptable to the Owner Trustee. The Paying Agent shall be permitted to resign as Paying Agent upon thirty (30) days' written notice to the Owner Trustee or, if the Paying Agent is also the Owner Trustee, to the Indenture Trustee. In the event that the Owner Trustee shall no longer be the Paying Agent, the Owner Trustee shall appoint a successor to act as Paying Agent (which shall be a bank or trust company). By executing this Agreement, the Owner Trustee hereby agrees in its capacity as Paying Agent to hold all sums, if any, held by it for payment to the Certificateholders in trust for the benefit of the Certificateholders until such sums are paid to the Certificateholders. The Owner Trustee shall cause such successor Paying Agent or any additional Paying Agent appointed by the Owner Trustee to execute and deliver to the Owner Trustee an instrument in which such successor Paying Agent or additional Paying Agent shall agree with the Owner Trustee that, as Paying Agent, such successor Paying Agent or additional Paying Agent will hold all sums, if any, held by it for payment to the Certificateholders in trust for the benefit of the Certificateholders until such sums shall be paid to such Certificateholder. The Paying Agent shall return all unclaimed funds to the Owner Trustee (subject to applicable escheatment laws) and upon removal of a Paying Agent such Paying Agent shall also return all funds in its possession to the Owner Trustee. The provisions of Sections 6.04, 7.01, 7.03, 7.04, 7.05, 7.06, 8.01 and 8.02 shall apply to the Owner Trustee also in its role as Paying Agent and Certificate Registrar, for so long as the Owner Trustee shall act as Paying Agent and Certificate Registrar and, to the extent applicable, to any other paying agent or certificate registrar appointed hereunder. Any reference in this Agreement to the Paying Agent shall include any co-paying agent unless the context requires otherwise.

To the extent of any ambiguity in the interpretation of any definition, provision or term contained in this Agreement or to the extent more than one methodology can be used to make any of the determinations or calculations set forth herein or in the Sale and Servicing Agreement, the Paying Agent may request direction from the Depositor as to the interpretation and/or methodology to be used, and the Paying Agent shall follow such direction and shall be entitled to conclusively rely thereon without any responsibility therefor. Upon receiving such request from the Paying Agent, the Depositor shall, prior to the date of distribution occurring immediately following such a request, deliver a written direction to the Paying Agent setting forth the interpretation and/or methodology to be used.

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Section 3.07. Persons Deemed Certificateholders. Prior to due presentation of a Certificate for registration of transfer, the Owner Trustee or the Certificate Registrar may treat the Person in whose name any Certificate shall be registered in the Certificate Register as the owner of such Certificate for the purpose of receiving distributions pursuant to Section 5.02 and for all other purposes whatsoever, and neither the Owner Trustee nor the Certificate Registrar shall be bound by any notice to the contrary.

Section 3.08. Access to List of Certificateholders' Names and Addresses. The Certificate Registrar shall furnish or cause to be furnished to the Owner Trustee, the Servicer or the Depositor, as the case may be, within fifteen (15) days after its receipt of a request therefor from the Owner Trustee, the Servicer or the Depositor in writing, a list, in such form as the Owner Trustee, the Servicer or the Depositor may reasonably require, of the names and addresses of the Certificateholders as of the most recent Record Date. If three or more Certificateholders or one or more Holders of Certificates evidencing, in the aggregate, not less than 25% of the Percentage Interest apply in writing to the Owner Trustee, and such application states that the applicants desire to communicate with other Certificateholders with respect to their rights under this Agreement or under the Certificates and such application is accompanied by a copy of the communication that such applicants propose to transmit, then the Owner Trustee shall, within five (5) Business Days after the receipt of such application, afford such applicants access during normal business hours to the current list of Certificateholders. Each Holder, by receiving and holding a Certificate, shall be deemed to have agreed not to hold any of the Depositor, the Servicer, the Certificate Registrar or the Owner Trustee accountable by reason of the disclosure of its name and address, regardless of the source from which such information was derived.

Section 3.09. Regarding the Certificate(s). Each Certificateholder, by its acceptance of a Certificate issued hereunder, represents that it has, independently and without reliance on the Owner Trustee or any other person, and based on such documents and information as it has deemed appropriate, made its own investment decision in respect of the Certificate. Each Certificateholder also represents that it will, independently and without reliance on the Owner Trustee or any other person, and based on such documents and information as it shall deem appropriate at the time, continue to make its own decisions in taking or not taking action under this Agreement and in connection with the Certificate. Except for notices, reports and other documents expressly required to be furnished to the Certificateholders by the Owner Trustee hereunder, the Owner Trustee shall not have any duty or responsibility to provide any Certificateholder with any other information concerning the transactions contemplated hereby, the Trust, the Depositor or any other parties hereto or to any related documents which may come into possession of the Owner Trustee or any of its officers, directors, employees, agents, representatives or attorneys-in-fact.

ARTICLE IV

ACTIONS BY OWNER TRUSTEE OR THE CERTIFICATEHOLDERS

Section 4.01. Prior Notice to the Certificateholders with Respect to Certain Matters. With respect to the following matters, the Owner Trustee shall not take action unless at least thirty (30) days before the taking of such action (or such shorter period as shall be agreed to

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in writing by all Certificateholders), the Owner Trustee shall have notified the Certificateholders in writing of the proposed action and none of the Certificateholders shall have notified the Owner Trustee in writing prior to the 30th day (or such agreed upon shorter period) after such notice is given that such Certificateholders have withheld consent or provided alternative direction:

(a) the initiation of any claim or lawsuit by the Trust (except claims or lawsuits brought in connection with the collection or enforcement of the Receivables) and the compromise of any action, claim or lawsuit brought by or against the Trust (except with respect to the aforementioned claims or lawsuits for collection of the Receivables);

(b) the election by the Trust to file an amendment to the Certificate of Trust (unless such amendment is required to be filed under the Statutory Trust Act);

(c) the amendment of the Indenture, whether or not by a Supplemental Indenture, in circumstances where the consent of any Noteholder is required;

(d) the amendment of the Indenture, whether or not by a Supplemental Indenture, in circumstances where the consent of any Noteholder is not required but such amendment materially adversely affects the interest of the Certificateholders;

(e) the amendment, change or modification of the Administration Agreement, other than to cure any ambiguity or to amend or supplement any provision in a manner or add any provision that would not materially adversely affect the interests of the Certificateholders;

(f) (i) the appointment pursuant to the Indenture of a successor Note Registrar or Paying Agent, (ii) the appointment pursuant to this Agreement of a successor Certificate Registrar or (iii) any consent by the Note Registrar, Paying Agent, Indenture Trustee or Certificate Registrar to the assignment of its respective obligations under the Indenture or this Agreement, as applicable; or

(g) the amendment of the Sale and Servicing Agreement in circumstances where the consent of any Noteholder is required.

Section 4.02. **Action by the Certificateholders with Respect to Certain Matters**. The Owner Trustee shall not have the power, except upon the direction of the Certificateholders, to (a) remove the Administrator pursuant to Section 8 of the Administration Agreement, (b) appoint a successor Administrator pursuant to Section 8 of the Administration Agreement, (c) remove the Servicer pursuant to Section 8.01 of the Sale and Servicing Agreement or (d) except as expressly provided in the Basic Documents, sell the Receivables after the termination of the Indenture. The Owner Trustee shall take the actions referred to in the preceding sentence only upon written instructions signed by the authorized representative of 100% of the Certificateholders.

Section 4.03. **Action with Respect to Bankruptcy**. The Trust shall not, without the prior written consent of the Owner Trustee and 100% of the Certificateholders, (i) institute any proceedings to adjudicate the Trust as bankrupt or insolvent, (ii) consent to the institution of bankruptcy or insolvency proceedings against the Trust, (iii) file a petition seeking or consenting to reorganization or relief under any applicable federal or state law relating to bankruptcy with

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respect to the Trust, (iv) consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Trust or a substantial part of its property (v) make any assignment for the benefit of the Trust's creditors; (vi) cause the Trust to admit in writing its inability to pay its debts generally as they become due; or (vii) take any action in furtherance of any of the foregoing (any of the above foregoing actions, a "Bankruptcy Action"). In considering whether to give or withhold written consent to the Bankruptcy Action by the Trust, the Owner Trustee, with the consent of the Certificateholders, shall consider the interests of the Noteholders in addition to the interests of the Trust and whether the Trust is insolvent. The Owner Trustee shall have no duty to give such written consent to Bankruptcy Action by the Trust if the Owner Trustee shall not have been furnished (at the expense of the Person that requested such letter be furnished to the Owner Trustee) a letter from an independent accounting firm of national reputation stating that in the opinion of such firm the Trust is then insolvent. The Owner Trustee shall not be personally liable to any Noteholder or Certificateholder on account of the Owner Trustee's good faith reliance on the provisions of this Section and no Noteholder or Certificateholder shall have any claim for breach of fiduciary duty or otherwise against the Owner Trustee for withholding or granting its consent to any such Bankruptcy Action.

Section 4.04. Restrictions on the Certificateholders' Power. The Certificateholders shall not direct the Owner Trustee to take or refrain from taking any action if such action or inaction would be contrary to any obligations of the Trust or of the Owner Trustee under any of the Basic Documents or would be contrary to Section 2.03, nor shall the Owner Trustee be obligated to follow any such direction, if given.

Section 4.05. Majority of the Certificates Control. Except as otherwise expressly provided herein, any action that may be taken by the Certificateholders under this Agreement may be taken by the Holders of the Certificates evidencing not less than a majority of the Percentage Interest. Except as expressly provided herein, any written notice of the Certificateholders delivered pursuant to this Agreement shall be effective if signed by Holders of the Certificates evidencing not less than a majority of the Percentage Interest at the time of the delivery of such notice.

ARTICLE V

APPLICATION OF TRUST FUNDS; CERTAIN DUTIES

Section 5.01. [Reserved].

Section 5.02. Application of Amounts in Trust Accounts.

(a) For so long as any Notes are outstanding, on each Payment Date, the Indenture Trustee will distribute to the Certificateholders, on a pro rata basis, based on the Percentage Interests thereof, the amounts distributable thereto pursuant to Section 5.06 of the Sale and Servicing Agreement and Section 3.01 of the Indenture. From and after the date on which the Notes of all Classes have been paid in full, the Paying Agent shall distribute to the Certificateholders (i) amounts released to the Trust pursuant to Sections 4.02 and 8.05(b) of the Indenture and Section 5.01(d) of the Sale and Servicing Agreement and (ii) amounts that are

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distributable to the Certificateholders in accordance with the instructions of the Servicer pursuant to Section 5.06 of the Sale and Servicing Agreement.

(b) On each Payment Date, the Owner Trustee shall send to the Certificateholders the statement provided to the Owner Trustee by the Servicer pursuant to Section 5.09 of the Sale and Servicing Agreement with respect to such Payment Date.

(c) In the event that any withholding tax is imposed on the Trust's distributions (or allocations of income) to a Certificateholder, such tax shall reduce the amount otherwise distributable to the Certificateholders in accordance with this Section. The Owner Trustee and Paying Agent (and the Indenture Trustee, to the extent the Indenture Trustee is then making distributions to Certificateholders) are hereby authorized and directed to retain from amounts otherwise distributable to the Certificateholders sufficient funds for the payment of any tax that is legally owed by the Trust (but such authorization shall not prevent the Owner Trustee from contesting any such tax in appropriate proceedings, and withholding payment of such tax, if permitted by law, pending the outcome of such proceedings). The amount of any withholding tax imposed with respect to a Certificateholder shall be treated as cash distributed to such Certificateholder at the time it is withheld by the Trust and remitted to the appropriate taxing authority. If there is a possibility that withholding tax is payable with respect to any distribution (such as any distribution to a Non-U.S. Person), in order to comply with applicable law, the Owner Trustee may, in its sole discretion and without liability, withhold such amounts in accordance with this paragraph (c). In the event that a Certificateholder wishes to apply for a refund of any such withholding tax, the Owner Trustee shall reasonably cooperate with such Certificateholder in making such claim so long as such Certificateholder agrees to reimburse the Owner Trustee for any out-of-pocket expenses incurred in connection therewith.

Section 5.03. **Method of Payment**. Subject to Section 9.01(c), distributions required to be made to Certificateholders on any Payment Date shall be made to each Certificateholder of record on the related Record Date either by check mailed to such Certificateholder at the address of such Holder appearing in the Certificate Register or by wire transfer, in immediately available funds, to the account of any Certificateholder at a bank or other entity having appropriate facilities therefor, if such Certificateholder shall have provided to the Certificate Registrar appropriate written instructions at least five (5) Business Days prior to such Payment Date.

Section 5.04. **Accounting and Reports to the Noteholders, the Certificateholders, the Internal Revenue Service and Others**. The Administrator will (a) maintain (or cause to be maintained) the books of the Trust on a fiscal year basis or a calendar year basis on the accrual method of accounting, (b) maintain (or cause to be maintained) tax basis capital accounts for each Certificateholder in accordance with the Treasury regulations promulgated under Section 704(b) of the Code and any associated Internal Revenue Service guidance, including Notice 2020-43 and any successor guidance, and the tax basis capital account balance for each Certificateholder shall be determined by the Administrator in accordance with the terms of this Agreement, if the Trust is treated as a partnership for U.S. federal income tax purposes, (c) deliver to each Certificateholder, as may be required by the Code and applicable Treasury Regulations, such information as may be required (including Schedules K-1 to an IRS Tax Form 1065, if the Trust is treated as a partnership for U.S. federal income tax purposes) to enable each Certificateholder to prepare its U.S. federal and state income tax returns, including a copy of any

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applicable Servicer's Certificates (as defined in the Sale and Servicing Agreement), (d) prepare (or cause to be prepared) and file any tax and information returns, and fulfill any other reporting requirements, relating to the Trust, as may be required by the Code and applicable Treasury Regulations (including Treasury Regulation Section 1.6049-7), including causing such tax and information returns to be signed in the manner required by law, (e) for any period during which the beneficial interests in the Trust are held by more than one Person, make such elections as may from time to time be required or appropriate under any applicable state or federal statute or rule or regulation thereunder so as to maintain the Trust's characterization as a partnership for U.S. federal income tax purposes, and (f) collect or cause to be collected any withholding tax as described in and in accordance with Section 5.02(c) with respect to income or distributions to the Certificateholders. The Administrator will make any elections as so directed by a majority of the Certificateholders; provided, however, that neither the Administrator nor any Certificateholder shall make any election to have the Trust treated as a corporation for purposes of U.S. federal or state income tax, franchise tax or any other tax measured in whole or in part by income. Notwithstanding anything to the contrary herein, the Owner Trustee shall have no duty to prepare or file any federal or state tax report or return with respect to any funds held pursuant to this Agreement or any income earned thereon. Prior to closing, each Certificateholder shall provide the Owner Trustee with certified tax identification numbers by furnishing appropriate IRS Forms W-9 and such other forms and documents that the Owner Trustee may reasonably request. Each Certificateholder understands that if such tax reporting documentation is not provided and certified to the Owner Trustee, the Owner Trustee may be required by the Code and the regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of the Trust Estate.

Section 5.05. Signature on Returns; Partnership Representative.

(a) The Certificateholder shall sign the tax returns of the Trust on behalf of the Trust; provided, that if there is more than one Certificateholder, the tax returns of the Trust shall be signed by the Certificateholder that is the "partnership representative" of the Trust under Section 5.05(b).

(b) For any period during which the beneficial interests of the Trust are held by more than one Person and the Trust is treated as a partnership for purposes of U.S. federal income tax, the Certificateholder holding Certificates evidencing the largest Percentage Interest of the Certificates shall be designated as the "partnership representative" within the meaning of Section 6223 of the Code (and as any similar representative defined under any analogous provision of applicable state, local or non-U.S. law) and will, to the extent practicable, make the election described in Section 6226 of the Code (and any similar election available under applicable state, local or non-U.S. law).

ARTICLE VI

AUTHORITY AND DUTIES OF OWNER TRUSTEE

Section 6.01. General Authority. The Owner Trustee is authorized and directed to execute and deliver, on behalf of the Trust, the Basic Documents to which the Trust is to be a party and each certificate or other document attached as an exhibit to or contemplated by the

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Basic Documents to which the Trust is to be a party and any amendment thereto, and, on behalf of the Trust, to direct the Indenture Trustee to authenticate and deliver Class A-1 Notes in the aggregate principal amount of $323,000,000, Class A-2a Notes in the aggregate principal amount of $365,400,000, Class A-2b Notes in the aggregate principal amount of $156,600,000, Class A-3 Notes in the aggregate principal amount of $490,000,000, Class A-4 Notes in the aggregate principal amount of $127,500,000 and Class B Notes in the aggregate principal amount of $37,500,000. In addition to the foregoing, the Owner Trustee is authorized, but shall not be obligated, to take all actions required of the Trust, pursuant to the Basic Documents.

Section 6.02. General Duties. It shall be the duty of the Owner Trustee to discharge (or cause to be discharged) all of its responsibilities pursuant to the terms of this Agreement and the Basic Documents to which the Trust is a party and to administer the Trust in accordance with the provisions hereof and of the Basic Documents and in the interest of the Certificateholders. Notwithstanding the foregoing, the Owner Trustee shall be deemed to have discharged its duties and responsibilities hereunder and under the Basic Documents to the extent the Administrator has agreed in the Administration Agreement to perform any act or to discharge any duty of the Owner Trustee hereunder or under any Basic Document, and the Owner Trustee shall not be held liable for the default or failure of the Administrator to carry out such obligations or fulfill such duties under the Administration Agreement.

Section 6.03. Duties of Owner Trustee.

(a) Subject to Article IV and in accordance with the terms of the Basic Documents, the Servicer may direct the Owner Trustee pursuant to Sections 4.01 and 4.04 of the Sale and Servicing Agreement and the Certificateholders may by written instruction direct the Owner Trustee in the management of the Trust. Such direction may be exercised at any time by written instruction of the Certificateholders pursuant to Article IV.

(b) The Owner Trustee shall take such action or refrain from taking such action under this Agreement as it may be directed in writing by the Certificateholders from time to time; provided, however, that the Owner Trustee shall not be required to take or refrain from taking any such action if it shall have determined, or shall have been advised by counsel, that such performance is likely to involve the Owner Trustee in personal liability or is contrary to the terms of this Agreement or of any document contemplated hereby to which the Trust is a party or is otherwise contrary to law. If at any time the Owner Trustee determines that it requires or desires guidance regarding the application of any provision of this Agreement or any other document, then the Owner Trustee may deliver a notice to the Certificateholders requesting written instructions as to the course of action desired by the Certificateholders and such instructions shall constitute full and complete authorization and protection for actions taken by the Owner Trustee in reliance thereon. If the Owner Trustee does not receive such instructions within five (5) Business Days after it has delivered to the Certificateholders such notice requesting instructions, or such shorter period of time as may be set forth in such notice, it shall refrain from taking any action with respect to the matters described in such notice and will have no liability for such inaction. Each instruction delivered by the Certificateholders to the Owner Trustee shall certify to the Owner Trustee that any actions to be taken pursuant to such instruction comply with the terms of this Agreement and the Owner Trustee may rely on such

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certification and instruction without inquiry except to the extent it has actual knowledge to the contrary.

(c) The Owner Trustee accepts the trusts hereby created and agrees to perform its duties hereunder with respect to such trusts but only upon the terms of this Agreement.

(d) The Owner Trustee, upon receipt of all resolutions, certificates, statements, opinions, reports, documents, orders or other instruments furnished to the Owner Trustee that shall be specifically required to be furnished pursuant to Sections 3.03(c) or (f), shall examine them to determine whether they conform on their face to the requirements of Sections 3.03(c) or (f), as applicable, of this Agreement.

(e) The Owner Trustee shall not be liable hereunder for other than, and no provision of this Agreement shall be construed to relieve the Owner Trustee from liability for, its own grossly negligent action, its own grossly negligent failure to act, its own bad faith or its own willful misconduct; provided, however, that:

(i) the duties and obligations of the Owner Trustee shall be determined solely by the express provisions of this Agreement, the Owner Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Agreement, no implied covenants or obligations shall be read into this Agreement against the Owner Trustee, the permissive right of the Owner Trustee to do things enumerated in this Agreement and the Basic Documents shall not be construed as a duty and, in the absence of bad faith on the part of the Owner Trustee, the Owner Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Owner Trustee and conforming on their face to the requirements of this Agreement and the Basic Documents;

(ii) the Owner Trustee shall not be personally liable for an error of judgment made in good faith by a Responsible Officer or employee, unless it shall be proved that the Owner Trustee was grossly negligent in performing its duties in accordance with the terms of this Agreement and the Basic Documents;

(iii) the Owner Trustee shall not be personally liable with respect to any action taken, suffered or omitted to be taken in good faith in accordance with the direction of the Servicer under the Sale and Servicing Agreement or the Holders of the Certificates representing at least a majority of the Percentage Interest (or such larger or smaller percentage of the Percentage Interest as may be required by any other provision of this Agreement or the other Basic Documents); and

(iv) in no event shall the Owner Trustee be personally liable for (x) special, consequential, indirect or punitive damages, however styled, including, without limitation, lost profits, (y) the acts or omissions of any nominee, correspondent, clearing agency or securities depository through which it holds the Trust’s securities or assets or (z) any losses due to forces beyond the reasonable

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control of the Owner Trustee, including without limitation, strikes, work stoppages, acts of war or terrorism, insurrection, revolution, pandemics, nuclear or natural catastrophes or acts of God, quarantines, shelter-in-place orders and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services.

(f) The Owner Trustee shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties under this Agreement, or in the exercise of any of its rights or powers.

(g) All information obtained by the Owner Trustee regarding the Obligors and the Receivables contained in the Trust, whether upon the exercise of its rights under this Agreement or otherwise, shall be maintained by the Owner Trustee in confidence and shall not be disclosed to any other Person, unless such disclosure is required by any applicable law or regulation or pursuant to subpoena.

(h) The Owner Trustee shall provide prompt notice to Toyota Motor Credit Corporation and Toyota Auto Finance Receivables LLC (each, a "TMCC Party," and together, the "TMCC Parties"), in the form of Exhibit D, of all demands received by a Responsible Officer in the Corporate Trust Administration Department of the Owner Trustee for the repurchase of any Receivable for breach of the representations and warranties concerning such Receivable (each, a "Demand"). If any such Demand is made in non-written form, the Owner Trustee shall request that such Demand be put into writing and delivered to it; provided, however, that the Owner Trustee shall notify the TMCC Parties regardless of whether any such Demand is made in writing. The obligations of the Owner Trustee under the first two sentences of this Section 6.03(h) to notify the TMCC Parties of any such Demand made in non-written form shall not be applicable during such time as the interpretations of the requirements of the Repurchase Rules and Regulations (as defined below) explicitly require reporting by the TMCC Parties solely with respect to Demands in written form. The Owner Trustee shall, upon written request of either TMCC Party, provide notification to the TMCC Parties with respect to any actions taken by the Owner Trustee with respect to any such Demand received by the Owner Trustee in respect of any Receivables, such notifications to be provided by the Owner Trustee promptly after receipt by the Owner Trustee of such request but not more than once each calendar month or such other time frame as may be mutually agreed to by the Owner Trustee and the applicable TMCC Party. The Owner Trustee and the Depositor acknowledge and agree that the purpose of this Section 6.03(h) is to facilitate compliance by the TMCC Parties with Rule 15Ga-1 under the Securities Exchange Act of 1934, as amended, and Items 1104(e) and 1121(c) of Regulation AB (the "Repurchase Rules and Regulations"). The Owner Trustee shall cooperate with reasonable written requests received by it from the TMCC Parties to deliver any and all records and any other information in the possession of the Owner Trustee that is necessary in the good faith determination of the TMCC Parties to permit the TMCC Parties to comply with the provisions of Repurchase Rules and Regulations. Subject to its duties explicitly set forth herein, the Owner Trustee shall not have any responsibility or liability in connection with the compliance of either TMCC Party or a securitizer with the Securities Exchange Act of 1934, as amended, or Regulation AB or any filing required to be made by a TMCC Party or a securitizer under the Securities Exchange Act of 1934, as amended, or Regulation AB.

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(i) The Owner Trustee hereby agrees to cooperate with the Administrator in connection with any regulatory, administrative, governmental, investigative or other proceeding or inquiry relating in any way to the Trust, its assets or the conduct of its business. In connection therewith, the Owner Trustee further agrees to comply with any reasonable request made by the Administrator for the delivery of information or documents in the Owner Trustee's actual possession. It shall be the Administrator's duty and responsibility, and not the Owner Trustee's duty or responsibility, to cause the Trust to respond to, defend, participate in or otherwise act in connection with any regulatory, administrative, governmental, investigative or other proceeding or inquiry relating in any way to the Trust, its assets or the conduct of its business.

(j) For the avoidance of doubt, the Owner Trustee shall not have any duty or obligation to monitor or enforce the Sponsor's compliance with any applicable risk retention rules or regulations. The Owner Trustee shall not be charged with knowledge of any such rules or regulations, and it shall not be liable to any Noteholder or any other Person for any violation of any such rules or regulations.

Section 6.04. **No Duties Except as Specified in this Agreement or in Instructions**. The Owner Trustee shall not have any duty or obligation to manage, make any payment with respect to, register, record, sell, dispose of, or otherwise deal with the Trust Estate, or to otherwise take or refrain from taking any action under, or in connection with, any Basic Document to which the Owner Trustee is a party, except as expressly provided by the terms of this Agreement. No implied duties or obligations shall be read into this Agreement or any Basic Document against the Owner Trustee, it being understood that, to the fullest extent permitted by law, any implied duties (including fiduciary duties) or liabilities otherwise existing at law or in equity with respect to the Trust are hereby eliminated and replaced with the express duties and obligations set forth in this Agreement. The Owner Trustee shall have no responsibility or liability for the preparation, correctness, accuracy or filing of any financing or continuation statement (or similar filing) in any public office at any time or for the existence, validity or perfection or maintenance of perfection of any security interest or lien granted to it hereunder or to prepare or file any Securities and Exchange Commission filing for the Trust or to record this Agreement or any Basic Document. Notwithstanding anything to the contrary herein or in any Basic Document, the Owner Trustee shall not be required to execute, deliver or certify on behalf of the Trust or any other Person any filings, certificates, affidavits or other instruments required under the Sarbanes-Oxley Act of 2002, to the extent permitted by applicable law. The Owner Trustee nevertheless agrees that it will, at its own cost and expense, promptly take all action as may be necessary to discharge any liens on any part of the Trust Estate that result from actions by, or claims against, the Owner Trustee, in its individual capacity, that are not related to the ownership or the administration of the Trust Estate.

Section 6.05. **No Action Except Under Specified Documents or Instructions**. The Owner Trustee shall not manage, control, use, sell, dispose of or otherwise deal with any part of the Trust Estate except (i) in accordance with the powers granted to and the authority conferred upon the Owner Trustee pursuant to this Agreement, (ii) in accordance with the Basic Documents and (iii) in accordance with any document or written instruction delivered to the Owner Trustee pursuant to Section 6.03.

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Section 6.06. Restrictions. The Owner Trustee shall not take any action (a) that is inconsistent with the purposes of the Trust set forth in Section 2.03, (b) that, to the actual knowledge of a Responsible Officer of the Owner Trustee, (x) would result in the Trust's becoming taxable as a corporation for U.S. federal income tax purposes or (y) affect the treatment of the Notes (other than Retained Notes) as debt for U.S. federal or state income tax purposes or (c) that is not in accordance with applicable law. The Certificateholders shall not have the authority to and, by acceptance of a beneficial interest in any Certificate shall thereby be deemed to have covenanted not to, direct the Owner Trustee to take any action that would violate the provisions of this Section.

ARTICLE VII

CONCERNING THE OWNER TRUSTEE

Section 7.01. Rights of the Owner Trustee. Except as otherwise provided in Article VI:

(a) in accordance with Section 7.04, the Owner Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, Officer's Certificate, certificate of an authorized signatory, certificate of auditors or any other certificate, statement, instrument, opinion, report, notice, request, consent, order, appraisal, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) the Owner Trustee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with the direction or instructions of the Administrator, as provided in the Administration Agreement or the Certificateholders or the Servicer, as provided herein;

(c) the Owner Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement or the other Basic Documents, or to institute, conduct or defend any litigation under this Agreement, or in relation to this Agreement or the other Basic Documents, at the request, order or direction of any of the Securityholders or any other Person, unless such Person shall have offered to the Owner Trustee security or indemnity reasonably satisfactory to the Owner Trustee against the costs, expenses and liabilities that may be incurred therein or thereby. The right of the Owner Trustee to perform any discretionary act enumerated in this Agreement or in any Basic Document shall not be construed as a duty, and the Owner Trustee shall not be answerable for such act other than its gross negligence or willful misconduct in the performance of any such act;

(d) under no circumstances shall the Owner Trustee be liable for any representation, warranty, covenant or obligation of the Trust, or for any indebtedness evidenced by or arising under any of the Basic Documents, including the principal of and interest on the Notes;

(e) the recitals contained herein and in the Certificates (other than the signature of the Owner Trustee and the certificate of authentication on the Certificates) shall be taken as statements of the Depositor, and the Owner Trustee shall have no responsibility for the correctness thereof;

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(f) the Owner Trustee shall not be bound to recalculate, reverify, or make any investigation into the facts, content or accuracy of matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document, unless requested in writing to do so by Holders of Certificates representing not less than 25% of the Percentage Interest; provided, however, that if the payment within a reasonable time to the Owner Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of the Owner Trustee, not reasonably assured to the Owner Trustee by the security afforded to it by the terms of this Agreement, the Owner Trustee may require indemnity reasonably satisfactory to the Owner Trustee against such cost, expense or liability as a condition to so proceeding; the reasonable expense of every such examination shall be paid by the Administrator or, if paid by the Owner Trustee shall be reimbursed by the Administrator upon demand; and nothing in this clause shall derogate from the obligation of the Servicer to observe any applicable law prohibiting disclosure of information regarding the Obligors;

(g) the Owner Trustee shall not be liable for, and shall have no duty to supervise or monitor, the action or inaction, default, misconduct or negligence of any Person, including the Administrator, the Servicer, the Depositor or the Indenture Trustee or any agent appointed by it under any of the Basic Documents or otherwise, and the Owner Trustee may assume performance by each of such parties absent written notice or actual knowledge by a Responsible Officer to the contrary, and the Owner Trustee shall have no obligation or liability to supervise or perform the obligations of the Trust under the Basic Documents that are required to be performed by the Administrator under the Administration Agreement, the Indenture Trustee under the Indenture or the Servicer under the Sale and Servicing Agreement;

(h) the Owner Trustee shall not be required to investigate any claims for the breach by any Person of a representation or warranty under any of the Basic Documents. The Owner Trustee shall not be required to monitor, initiate or conduct any proceedings to enforce the obligations of the Trust, the Depositor, the Servicer or any other person with respect to any breach of representation or warranty under any Basic Document and the Owner Trustee shall not have any duty to conduct any investigation as to the occurrence of any condition requiring the repurchase of any Receivable by any person pursuant to any Basic Document. For the avoidance of doubt, the Owner Trustee shall not be responsible for evaluating the qualifications of any mediator or arbitrator, or be personally liable for paying the fees or expenses of any mediation or arbitration initiated by a Requesting Party, and under no circumstances shall the Owner Trustee be personally liable for any expenses allocated to the Requesting Party in any dispute resolution proceeding;

(i) the Owner Trustee shall not be deemed to have knowledge or notice of any event or information, including any Event of Default, or be required to act upon any event or information (including the sending of any notice), unless written notice of such event or information is received by a Responsible Officer and such notice references the event or information. Absent written notice in accordance with this Section, the Owner Trustee may conclusively assume that no such event has occurred. The Owner Trustee shall have no obligation to inquire into, or investigate as to, the occurrence of any such event (including any Event of Default). For purposes of determining the Owner Trustee's responsibility and liability hereunder, whenever reference is made in this Agreement to any event (including, but not limited

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to, an Event of Default), such reference shall be construed to refer only to such event of which the Owner Trustee has received written notice as described in this Section. Knowledge of the Owner Trustee shall not be attributed or imputed to Wilmington Trust, National Association's other roles in the transaction or any affiliate, line of business or other division of Wilmington Trust, National Association (and vice versa);

(j) the Owner Trustee's receipt of delivery of any reports, information or other documents hereunder and any publicly available information is for informational purposes only and shall not constitute actual or constructive knowledge of any information contained therein or determinable from information contained therein, including the Depositor's, the Indenture Trustee's, Administrator's, Servicer's or the Paying Agent's compliance with any of their covenants and obligations hereunder; the Owner Trustee shall be entitled to rely exclusively on Officers' Certificates provided by the Depositor, the Indenture Trustee, Administrator, Servicer or the Paying Agent, as the case may be, to confirm compliance with such covenants and obligations, but shall have no duty to request or otherwise monitor the delivery of such Officers' Certificates;

(k) any money deposited will be uninvested and held without interest;

(l) the Owner Trustee shall not be required to take any action in any jurisdiction other than in the State of Delaware if such action will (i) require the consent, approval, authorization, order of or the giving of notice to, or the registration with or taking of any action in respect of, any state or other governmental authority or agency of any jurisdiction other than the State of Delaware; (ii) result in any fee, tax or other governmental charge under the laws of any jurisdiction or any political subdivisions thereof; or (iii) subject the Owner Trustee to personal jurisdiction; and

(m) if any conflict, disagreement or dispute arises between, among, or involving any of the parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Agreement, or the Owner Trustee is in doubt as to the action to be taken hereunder, the Owner Trustee may, at its option, after sending written notice of the same to transaction parties, refuse to act until such time as it (a) receives a final non-appealable order of a court of competent jurisdiction directing delivery of the Trust Estate or other appropriate remedy or (b) receives a written instruction, executed by each of the parties involved in such disagreement or dispute, in a form reasonably acceptable to the Owner Trustee, directing delivery of the Trust Estate or other appropriate remedy. The Owner Trustee will be entitled to act on any such written instruction or final, non-appealable order of a court of competent jurisdiction without further question, inquiry or consent. The Owner Trustee may file an interpleader action in a state or federal court, and upon the filing thereof, the Owner Trustee will be relieved of all liability as to the Trust Estate and will be entitled to recover reasonable and documented out-of-pocket attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action.

Section 7.02. Furnishing of Documents. The Owner Trustee shall furnish (a) to the Certificateholders promptly upon receipt of a written request therefor, duplicates or copies of all reports, notices, requests, demands, certificates, financial statements and any other instruments furnished to the Owner Trustee under the Basic Documents and (b) to Noteholders promptly

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upon written request therefor, copies of the Sale and Servicing Agreement, the Administration Agreement and the Trust Agreement.

Section 7.03. **Representations and Warranties**. The Owner Trustee hereby represents and warrants to the Depositor and for the benefit of the Certificateholders, that:

(a) It is a national banking association duly organized and validly existing and in good standing under the laws of the United States. It has full power, authority and right to execute, deliver and perform its obligations under this Agreement and each other Basic Document.

(b) It has taken all corporate action necessary to authorize the execution and delivery of this Agreement and each other Basic Document, and this Agreement and each other Basic Document has been executed and delivered by one of its officers duly authorized to execute and deliver this Agreement and each other Basic Document on its behalf.

(c) This Agreement constitutes the legal, valid and binding obligation of the Owner Trustee, enforceable against it in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(d) It is authorized to exercise trust powers in the State of Delaware as and to the extent contemplated herein and it has a principal place of business in the State of Delaware.

(e) Neither the execution nor the delivery by it of this Agreement nor the consummation by the Owner Trustee of the transactions contemplated hereby or thereby nor compliance by it with any of the terms or provisions hereof or thereof will contravene any federal or Delaware law, governmental rule or regulation governing the banking or trust powers of the Owner Trustee or any judgment or order binding on it, or constitute any default under its charter documents or by-laws or any indenture, mortgage, contract, agreement or instrument to which it is a party or by which any of its properties may be bound.

(f) There are no proceedings or investigations pending or, to the Owner Trustee's actual knowledge, threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Owner Trustee or its properties: (i) asserting the invalidity of this Agreement or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Owner Trustee of its obligations under, or the validity or enforceability of, this Agreement and each other Basic Document to which it is a party.

Section 7.04. **Reliance; Advice of Counsel**.

(a) The Owner Trustee shall incur no liability to anyone in acting upon any signature, instrument, direction, notice, resolution, request, consent, order, certificate, report, opinion, bond, or other document or paper believed by it to be genuine and believed by it to be signed by the proper party or parties. The Owner Trustee may request and shall be entitled to receive and conclusively rely (and shall be fully protected in relying) upon an opinion of counsel and/or an officer's certificate. The Owner Trustee may accept a certified copy of a resolution of the board

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of directors or other governing body of any corporate party as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect. As to any fact or matter the method of the determination of which is not specifically prescribed herein, the Owner Trustee may for all purposes hereof request and rely on a certificate, signed by the president or any vice president or by the treasurer or other authorized officers or agents of the relevant party, as to such fact or matter and such certificate shall constitute full protection to the Owner Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon. The Owner Trustee need not investigate or re-calculate, evaluate, verify or independently determine the accuracy of any report, certificate, information, statement, representation or warranty or any fact of matter stated in any such document and may conclusively rely as to the truth of the statements and the correctness of the opinions expressed therein. The costs of any opinion of counsel or certificate requested by the Owner Trustee under this Section shall be paid by the party requesting the Owner Trustee to act or refrain from acting.

(b) In the exercise or administration of the trusts hereunder and in the performance of its duties and obligations under the Basic Documents, the Owner Trustee (i) may act directly or through its agents or attorneys pursuant to agreements entered into with any of them, and the Owner Trustee shall not be liable for the action, inaction, conduct, misconduct or negligence of such agents or attorneys if such agents or attorneys shall have been selected by the Owner Trustee in good faith, and (ii) may consult with counsel, accountants and other skilled persons to be selected in good faith and employed by it. The Owner Trustee shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the opinion or advice of any such counsel, accountants or other such persons pursuant to this Agreement.

Section 7.05. Not Acting in Individual Capacity. In accepting the trusts hereby created, Wilmington Trust, National Association, acts solely as Owner Trustee hereunder and not in its individual capacity. Except with respect to a claim based on the failure of the Owner Trustee to perform its duties under this Agreement or based on the Owner Trustee's willful misconduct, bad faith or gross negligence, no recourse shall be had for any claim based on any provision of this Agreement, the Notes or the Certificates, or based on rights obtained through the assignment of any of the foregoing, against the institution serving as the Owner Trustee in its individual capacity. The Owner Trustee shall not have any personal obligation, liability or duty whatsoever to any Securityholder or any other Person with respect to any such claim, and any such claim shall be asserted solely against the Trust or any indemnitor who shall furnish indemnity as provided in this Agreement.

Section 7.06. Owner Trustee Not Liable for the Certificates or Receivables. The Owner Trustee makes no representations as to the validity or sufficiency of this Agreement, the Basic Documents or of the Certificates or of the Notes (other than the execution by the Owner Trustee on behalf of the Trust of, and the certificate of authentication on, the Certificates). The Owner Trustee shall have no obligation to perform any of the duties of or to monitor the performance by the Trust, the Servicer, the Indenture Trustee, the Administrator or any other Person.

The Owner Trustee shall at no time have any responsibility or liability for or with respect to the legality, validity and enforceability of the Certificates, the Notes, or any Receivable, any ownership interest in any Financed Vehicle, or the maintenance of any such ownership interest,

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or for or with respect to the efficacy of the Trust or its ability to generate the payments to be distributed to Securityholders under this Agreement and the Indenture, including without limitation the validity of the assignment of the Receivables to the Trust or of any intervening assignment; the existence, condition, location and ownership of any Receivable or Financed Vehicle; the existence and enforceability of any Insurance Policy; the existence and contents of any retail installment sales contract or any computer or other record thereof; the completeness of any retail installment sales contract; the performance or enforcement of any retail installment sales contract; the compliance by the Trust with any covenant or the breach by the Trust of any warranty or representation made under this Agreement or in any related document and the accuracy of any such warranty or representation prior to the Owner Trustee's receipt of notice or other discovery of any noncompliance therewith or any breach thereof; the acts or omissions of the Trust or the Servicer; or any action or inaction by the Owner Trustee taken at the instruction of the Certificateholders; provided, however, that the foregoing shall not relieve the Owner Trustee of its obligation to perform its duties under this Agreement.

The Owner Trustee shall not be accountable for: (i) the use or application by the Depositor of the proceeds of the sale of the Notes; (ii) the use or application by the Certificateholders of the Certificates or the proceeds of the Certificates; (iii) the use or application by the holder of any Notes of any of the Notes or of the proceeds of such Notes; or (iv) the use or application of any funds paid to the Servicer in accordance with the Sale and Servicing Agreement.

Further, the Owner Trustee shall have no responsibility for or liability to determine or monitor the status or applicability of any benchmark, index or other modifier applicable thereto, determine whether a substitute benchmark or index should or could be selected, determine the selection of any such substitute benchmark or index, or exercise any right related to the foregoing on behalf of the Trust or any other Person.

Section 7.07. **Owner Trustee May Own Certificates and Notes**. The Owner Trustee in its individual or any other capacity (but not in its fiduciary capacity), may become the owner or pledgee of Certificates or Notes and may deal with the Depositor, the Company, the Administrator, the Indenture Trustee and the Servicer in banking or other transactions with the same rights as it would have if it were not Owner Trustee.

Section 7.08. **Trust Licenses**. Pursuant to Section 1(b) of the Administration Agreement, the Administrator will cause the Trust to use its best efforts to maintain the effectiveness of all licenses, if any, required to be held by the Trust under the laws of any jurisdiction in connection with ownership of the Receivables or the terms set forth in this Agreement and the Basic Documents and the transactions contemplated hereby and thereby until such time as the Trust shall terminate in accordance with the terms hereof.

ARTICLE VIII

COMPENSATION OF OWNER TRUSTEE

Section 8.01. **Owner Trustee's Fees and Expenses**. The Trust shall pay or shall cause the Servicer to pay to the Owner Trustee from time to time compensation for its services as have

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been separately agreed upon before the date hereof, and the Owner Trustee shall be entitled to be reimbursed by the Servicer or the Administrator, as the case may be, for its other reasonable expenses hereunder, including the reasonable compensation, expenses and disbursements of such agents, representatives, experts and counsel as the Owner Trustee may employ in connection with the exercise and performance of its rights and its duties hereunder.

Section 8.02. Indemnification. The Trust shall reimburse the Owner Trustee and its agents (including the Certificate Registrar and the Paying Agent), counsel, accountants and experts directly related to its services hereunder (the "Indemnified Parties") for, and the Trust will indemnify such Indemnified Parties against, any and all costs, damages, loss, liability or expense (including but not limited to, all reasonable out-of-pocket expenses incurred or made by it, including costs of collection, in addition to the compensation for its services, including the Indemnified Parties' reasonable compensation and expenses, disbursements and advances), any and all costs related to amendments, supplements and petitioning any court, and any reasonable attorneys' fees and expenses (including, but not limited to, reasonable legal fees, costs and expenses, and including any such reasonable fees, costs and expenses incurred in connection with (i) any enforcement (including any action, claim, or suit brought by such indemnified parties) of any indemnification or other obligation of the Trust) or (ii) a successful defense of any claim that the Owner Trustee breached its standard of care) of any kind or nature whatsoever (collectively, "Expenses"), which may at any time be imposed on, incurred by or asserted against the Owner Trustee or any other Indemnified Party in connection with the administration of the Trust and the performance of its duties hereunder. An Indemnified Party shall notify the Administrator and the Trust promptly of any claim for which it may seek indemnity. Failure by an Indemnified Party to so notify the Administrator and the Trust shall not relieve the Trust of its obligations hereunder, except to the extent such failure shall adversely affect the Trust's defenses in respect thereof. In case any action is brought against an Indemnified Party under this Section 8.02 and it notifies the Administrator of the commencement thereof, the Administrator will assume the defense thereof, with counsel reasonably satisfactory to the Indemnified Party (who may, unless there is, as evidenced by an opinion of counsel to the Indemnified Party stating that there is an unwaivable conflict of interest, be counsel to the Administrator), and the Administrator will not be liable to the Indemnified Party under this Section for any legal or other Expenses subsequently incurred by the Indemnified Party in connection with the defense thereof, other than reasonable costs of investigation. The Trust need not reimburse any Expense or indemnify against any costs, damages, loss, liability or expense incurred by the Owner Trustee through the Owner Trustee's own willful misconduct, gross negligence or bad faith to the extent such matters have been determined definitively by a court of competent jurisdiction pursuant to a final order or verdict not subject to appeal, and until such determination, an Indemnified Party shall be entitled to indemnification hereunder. The provisions of this Section 8.02 shall survive the termination or assignment of this Agreement and the resignation or removal of the Owner Trustee. Pursuant to the Administration Agreement, the Administrator has agreed to make prompt payment of any unpaid amounts due to the Owner Trustee in respect of fees, expenses and indemnification amounts not otherwise paid by the Trust on a Payment Date in accordance with the terms of Section 1(a)(ii) of the Administration Agreement.

Section 8.03. Payments to the Owner Trustee. Any amounts paid to the Owner Trustee pursuant to this Article VIII from assets in the Trust Estate shall be deemed not to be a part of the Trust Estate immediately after such payment.

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ARTICLE IX

TERMINATION OF TRUST AGREEMENT

Section 9.01. Termination of Trust Agreement.

(a) The Trust shall dissolve and be wound up in accordance with Section 3808 of the Statutory Trust Act, upon the earliest of (i) the maturity or other liquidation of the last Receivable (or other asset) in the Trust Estate and the final distribution by the Paying Agent of all moneys or other property or proceeds of the Trust Estate held by it in accordance with the terms of this Agreement, the Indenture and the Sale and Servicing Agreement (including, but not limited to, any property and proceeds to be deposited in the Collection Account pursuant to the terms of the Sale and Servicing Agreement or to be released by the Indenture Trustee from the Lien of the Indenture pursuant to the terms of the Indenture) or (ii) the payment or distribution to all Securityholders of all amounts required to be paid to them under the Sale and Servicing Agreement and the Indenture. The bankruptcy, liquidation, dissolution, death or incapacity of any Certificateholder shall not (x) operate to terminate this Agreement or the Trust, nor (y) entitle such Certificateholder's legal representatives or heirs to claim an accounting or to take any action or proceeding in any court for a partition or winding up of all or any part of the Trust Estate, nor (z) otherwise affect the rights, obligations and liabilities of the parties hereto.

(b) Except as provided in Section 9.01(a), the Certificateholder shall not be entitled to revoke or terminate the Trust.

(c) Notice of any dissolution of the Trust, specifying the Payment Date upon which the Certificateholders shall surrender their Certificates to the Paying Agent for payment of the final distributions and cancellation, shall be given by the Owner Trustee to the Certificateholders mailed within five (5) Business Days of receipt of notice of such termination from the Servicer given pursuant to Section 10.03 of the Sale and Servicing Agreement, stating (i) the Payment Date upon or with respect to which final payment of the Certificates shall be made upon presentation and surrender of the Certificates at the office of the Paying Agent therein designated, (ii) the amount of any such final payment and (iii) that payment to be made on such Payment Date will be made only upon presentation and surrender of the Certificates at the office of the Paying Agent therein specified. The Owner Trustee shall give such notice to the Certificate Registrar (if other than the Owner Trustee) and the Paying Agent (if other than the Owner Trustee) at the time such notice is given to the Certificateholders. Upon presentation and surrender of the Certificates, the Paying Agent shall cause to be distributed to the Certificateholders amounts distributable on such Payment Date pursuant to Section 5.02.

In the event that one or more of the Certificateholders shall not surrender their Certificates for cancellation within six months after the date specified in the above mentioned written notice, the Owner Trustee shall give a second written notice to the remaining Certificateholders to surrender their Certificates for cancellation and receive the final distribution with respect thereto. If within one year after the second notice all the Certificates shall not have been surrendered for cancellation, the Owner Trustee may take appropriate steps, or may appoint an agent to take appropriate steps, to contact the remaining Certificateholders concerning surrender of their Certificates, and the cost thereof shall be paid out of the funds and other assets

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that shall remain subject to this Agreement. Any funds remaining in the Trust after exhaustion of such remedies shall be distributed by the Owner Trustee to the Depositor (subject to applicable escheatment laws).

(d) Upon the completion of the winding up of the Trust, including the payment or reasonable provision for payment of all claims and obligations in accordance with Section 3808 of the Statutory Trust Act by the Administrator, the Owner Trustee shall, at the direction and expense of the Administrator, file a certificate of cancellation with the Secretary of State in accordance with the provisions of Section 3810 of the Statutory Trust Act.

ARTICLE X

SUCCESSOR OWNER TRUSTEES AND ADDITIONAL OWNER TRUSTEES

Section 10.01. Eligibility Requirements for Owner Trustee. The Owner Trustee shall at all times be an entity having a combined capital and surplus of at least $50,000,000, be subject to supervision or examination by federal or state authorities and be authorized to exercise trust powers in the State of Delaware. If such entity shall publish reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purpose of this Section 10.01, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Owner Trustee shall cease to be eligible in accordance with the provisions of this Section, the Owner Trustee shall resign immediately in the manner and with the effect specified in Section 10.02.

Section 10.02. Resignation or Removal of Owner Trustee. The Owner Trustee may at any time resign and be discharged from the trusts hereby created by giving written notice thereof to the Depositor, the Servicer and the Indenture Trustee. Upon receiving such notice of resignation, the Servicer will promptly appoint a successor Owner Trustee by written instrument, in duplicate, one copy of which shall be delivered to each of the resigning Owner Trustee and the successor Owner Trustee. If no successor Owner Trustee shall have been so appointed or shall not have accepted such appointment within thirty (30) days after the giving of such notice of resignation, the resigning Owner Trustee may petition any court of competent jurisdiction for the appointment of a successor Owner Trustee at the Administrator’s expense, which shall include payment of all reasonable fees, costs and expenses (including reasonable attorneys’ fees and expenses) incurred by the Owner Trustee in connection therewith.

If at any time the Owner Trustee shall cease to be eligible in accordance with the provisions of Section 10.01 and shall fail to resign promptly, or if at any time the Owner Trustee shall be legally unable to act, or shall be adjudged bankrupt or insolvent, or a receiver of the Owner Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Owner Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then the Administrator may remove the Owner Trustee by written instrument to such effect delivered to the Owner Trustee, the Depositor and the Indenture Trustee. If the Administrator removes the Owner Trustee under the authority of the immediately preceding sentence, the Servicer will promptly appoint a successor Owner Trustee by written instrument in duplicate, one copy of which instrument shall be delivered to each of the outgoing

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Owner Trustee so removed and the successor Owner Trustee and shall pay or cause to be paid all fees, expenses and other compensation then owed to the outgoing Owner Trustee.

Any resignation or removal of the Owner Trustee and appointment of a successor Owner Trustee pursuant to any of the provisions of this Section shall not become effective until acceptance of appointment by the successor Owner Trustee pursuant to Section 10.03 and payment of all fees and expenses owed to the outgoing Owner Trustee. The Administrator will provide notice of such resignation or removal of the Owner Trustee to each of the Rating Agencies.

Section 10.03. Successor Owner Trustee. Any successor Owner Trustee appointed pursuant to Section 10.02 shall execute, acknowledge and deliver to the Administrator and to its predecessor Owner Trustee an instrument accepting such appointment under this Agreement, and thereupon the resignation or removal of the predecessor Owner Trustee shall become effective and such successor Owner Trustee without any further act, deed or conveyance, shall become fully vested with all the rights, powers, duties, and obligations of its predecessor under this Agreement, with like effect as if originally named as Owner Trustee. The predecessor Owner Trustee shall upon payment of its fees and expenses deliver to the successor Owner Trustee all documents and statements and monies held by it under this Agreement; and the Administrator and the predecessor Owner Trustee shall execute and deliver such instruments and do such other things as may reasonably be required for fully and certainly vesting and confirming in the successor Owner Trustee all such rights, powers, duties, and obligations.

No successor Owner Trustee shall accept appointment as provided in this Section unless at the time of such acceptance such successor Owner Trustee shall meet the criteria for eligibility set forth in Section 10.01.

Upon acceptance of appointment by a successor Owner Trustee pursuant to this Section, the Administrator will mail notice of the successor of such Owner Trustee to the Certificateholders, the Indenture Trustee, the Noteholders and the Rating Agencies. If the Administrator fails to mail such notice within ten (10) days after acceptance of appointment by the successor Owner Trustee, the successor Owner Trustee shall cause such notice to be mailed at the expense of the Administrator.

Section 10.04. Merger or Consolidation of Owner Trustee. Any corporation into which the Owner Trustee may be merged or converted or with which it may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the Owner Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Owner Trustee shall be the successor of the Owner Trustee hereunder, provided such corporation shall be eligible pursuant to Section 10.01, without the execution or filing of any instrument or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided, further, that the Owner Trustee shall mail notice of such merger or consolidation to the Depositor and the Administrator. The Administrator will provide notice of such merger or consolidation to the Rating Agencies.

Section 10.05. Appointment of Co-Trustee or Separate Trustee. Notwithstanding any other provisions of this Agreement, at any time, for the purpose of meeting any legal

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requirements of any jurisdiction in which any part of the Trust Estate or any Financed Vehicle may at the time be located, or for enforcement actions or conflict of interest matters, the Administrator and the Owner Trustee acting jointly shall have the power and shall execute and deliver all instruments to appoint one or more Persons approved by the Owner Trustee to act as co-trustee, jointly with the Owner Trustee, or separate trustee or separate trustees, of all or any part of the Trust Estate, and to vest in such Person, in such capacity, such title to the Trust, or any part thereof, and, subject to the other provisions of this Section, such powers, duties, obligations, rights and trusts as the Administrator and the Owner Trustee may consider necessary or desirable. If the Administrator shall not have joined in such appointment within twenty-five (25) days after the receipt by it of a request so to do, the Owner Trustee alone shall have the power to make such appointment. No co-trustee or separate trustee under this Agreement shall be required to meet the terms of eligibility as a trustee pursuant to Section 10.01 and no notice of the appointment of any co-trustee or separate trustee shall be required pursuant to Section 10.03. A co-trustee or separate trustee appointed hereunder is not an agent of the Owner Trustee.

Each separate trustee and co-trustee shall, to the extent permitted by law, be appointed and act subject to the following provision and conditions:

(i) all rights, powers, duties and obligations conferred or imposed upon the Owner Trustee shall be conferred upon and exercised or performed by the Owner Trustee and such separate trustee or co-trustee jointly (it being understood that such separate trustee or co-trustee is not authorized to act separately without the Owner Trustee joining in such act), except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed, the Owner Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties, and obligations (including the holding of title to the Trust or any portion thereof in any such jurisdiction) shall be exercised and performed singly by such separate trustee or co-trustee, but solely at the written direction of the Owner Trustee or Administrator;

(ii) no trustee under this Agreement shall be personally liable by reason of the appointment or any act or omission of any other trustee under this Agreement; and

(iii) the Administrator and the Owner Trustee acting jointly may at any time accept the resignation of or remove any separate trustee or co-trustee.

Any notice, request or other writing given to the Owner Trustee shall be deemed to have been given to each of the then separate trustees and co-trustees, as if given to each of them. Each separate trustee and co-trustee, upon its acceptance of the powers and duties conferred thereto under this Agreement, shall (i) be vested with the estates or property specified in its instrument of appointment, either jointly with the Owner Trustee or separately, as may be provided therein, subject to all the provisions of this Agreement, specifically including every provision of this Agreement relating to the conduct of, affecting the liability of, or affording protection to, the Owner Trustee, and (ii) agree to indemnify the Owner Trustee for its acts or omissions pursuant

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to its appointment hereto. Each such instrument shall be filed with the Owner Trustee and a copy thereof given to the Administrator.

Section 10.06. Power of Attorney for Co-Trustee or Separate Trustee. Any separate trustee or co-trustee may at any time appoint the Owner Trustee as its agent or attorney-in-fact with full power and authority, to the extent not prohibited by law, to do any lawful act under or in respect of this Agreement on its behalf and in its name. If any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all of its estates, properties, rights, remedies and trusts shall vest in and may be exercised by the Owner Trustee, to the extent permitted by law, without the appointment of a new or successor trustee.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Supplements and Amendments. This Agreement may be amended by the Depositor and the Owner Trustee, with prior written notice to the Rating Agencies, and without the consent of any of the Noteholders or the Certificateholders, to cure any ambiguity, to correct or supplement any provisions in this Agreement or for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions in this Agreement or of modifying in any manner the rights of the Noteholders or the Certificateholders; provided, that either (i) an Officer's Certificate shall have been delivered by the Servicer to the Owner Trustee and the Indenture Trustee certifying that such officer reasonably believes that such proposed amendment will not materially and adversely affect the interest of any Noteholder or (ii) the Rating Agency Condition has been satisfied in respect of such proposed amendment.

This Agreement may also be amended from time to time by the Depositor and the Owner Trustee, with prior written notice to the Rating Agencies, and with the consent of the Indenture Trustee and, if the interests of the Noteholders are materially and adversely affected, with the consent of the Holders of Notes evidencing at least a majority of the Outstanding Amount of the Controlling Class of Notes, acting together as a single Class, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement or of modifying in any manner the rights of the Noteholders or Certificateholders under this Agreement.

No amendment otherwise permitted under this Section 11.01 (except as described in the last sentence of this paragraph) may (x) increase or reduce in any manner the amount of, or accelerate or delay the timing of, collections of payments on the Receivables or distributions required to be made for the benefit of any Noteholders or Certificateholders without the consent of all Noteholders and Certificateholders adversely affected thereby, or (y) reduce the percentage of the Notes or Certificates which are required to consent to any such amendment without the consent of the Noteholders and Certificateholders adversely affected thereby; provided, that any amendment referred to in clause (x) or (y) above shall be deemed to not adversely affect any Noteholder if the Rating Agency Condition has been satisfied in respect of such proposed amendment. No amendment referred to in clause (x) in the immediately preceding sentence shall be permitted unless an Officer's Certificate shall have been delivered by the Servicer to the Owner Trustee and the Indenture Trustee certifying that such officer reasonably believes that

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such proposed amendment will not materially and adversely affect the interest of any Noteholder or Certificateholder whose consent was not obtained. Notwithstanding the immediately preceding two sentences, this Agreement may also be amended by the parties hereto, without the consent of the Noteholders or the Certificateholders, for the purpose of conforming the provisions in this Agreement to the descriptions thereof contained in the prospectus, dated August 8, 2022, related to the offering of the Class A Notes.

Promptly after the execution of any such amendment or consent, the Owner Trustee shall furnish written notification of the substance of such amendment or consent to the Certificateholder, the Indenture Trustee and the Administrator and the Administrator shall provide such notification to each of the Rating Agencies.

It shall not be necessary for the consent of the Certificateholders, the Noteholders or the Indenture Trustee pursuant to this Section to approve the particular form of any proposed amendment or consent, but it shall be sufficient if such consent shall approve the substance thereof. The manner of obtaining such consents (and any other consents of Certificateholders provided for in this Agreement or in any other Basic Document) and of evidencing the authorization of the execution thereof by the Certificateholders shall be subject to such reasonable requirements as the Owner Trustee may prescribe.

Promptly after the execution of any amendment to the Certificate of Trust, the Owner Trustee shall cause the filing of such amendment with the Secretary of State.

Prior to the execution of any amendment to this Agreement or any amendment to the Certificate of Trust, the Owner Trustee shall be entitled to receive and rely upon an Officer's Certificate of the Administrator and an Opinion of Counsel stating that the execution of such amendment is authorized or permitted by this Agreement. The Owner Trustee shall not be obligated to enter into any such amendment which affects the Owner Trustee's own rights, duties or immunities under this Agreement or otherwise. The fees and expenses of the Owner Trustee in connection with any amendment or supplement hereto shall be paid by the Depositor.

Section 11.02. No Legal Title to Trust Estate in the Certificateholders. The Certificateholders shall not have legal title to any part of the Trust Estate. The Certificateholders shall be entitled to receive distributions with respect to their fractional undivided beneficial interest therein only in accordance with Articles V and IX. No transfer, by operation of law or otherwise, of any right, title, or interest of the Certificateholders to and in their ownership interest in the Trust Estate shall operate to terminate this Agreement or the trusts hereunder or entitle any transferee to an accounting or to the transfer to it of legal title to any part of the Trust Estate.

Section 11.03. Limitations on Rights of Others. Except for Section 2.06, the provisions of this Agreement are solely for the benefit of the Owner Trustee, the Certificate Registrar, the Paying Agent, the Indemnified Parties, the Depositor, TMCC (as Servicer), the Certificateholders, the Administrator and, to the extent expressly provided herein the Indenture Trustee and the Noteholders, and nothing in this Agreement, (other than Section 2.06), whether express or implied, shall be construed to give to any other Person any legal or equitable right,

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remedy or claim in the Trust Estate or under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

Section 11.04. Notices.

(a) Unless otherwise expressly specified or permitted by the terms hereof, all notices shall be in writing and shall be deemed given upon receipt by the intended recipient or three (3) Business Days after mailing if mailed by certified mail, postage prepaid (except that notice to the Owner Trustee shall be deemed given only upon actual receipt by the Owner Trustee), if to the Owner Trustee, addressed to the Corporate Trust Office; if to the Depositor, addressed to Toyota Auto Finance Receivables LLC, 6565 Headquarters Drive, W2-3D, Plano, Texas 75024-5965, Attention: President; if, to the Trust, addressed to Toyota Auto Receivables 2022-C Owner Trust, c/o Wilmington Trust, National Association, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, Attention: Corporate Trust Administration, with a copy to Toyota Motor Credit Corporation, 6565 Headquarters Drive, W2-5A, Plano, Texas 75024-5965, Attention: General Counsel; or, as to each party, at such other address as shall be designated by such party in a written notice to each other party.

(b) Any notice required or permitted to be given a Certificateholder shall be given by first-class mail, postage prepaid, at the address of such Holder as shown in the Certificate Register. Any notice so mailed within the time prescribed in this Agreement shall be conclusively presumed to have been duly given, whether or not the Certificateholder receives such notice.

Section 11.05. Severability and Entire Agreement. This Agreement and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written. If any one or more of the covenants, agreements, provisions or terms of this Agreement shall be for any reason whatsoever held invalid or unenforceable in any jurisdiction, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement or of the Certificates or the rights of the Holders thereof.

Section 11.06. Counterparts and Electronic Signatures. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be digitally or electronically signed, and that any digital or electronic signatures (including PDF or facsimile) appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Section 11.07. Successors and Assigns. All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the Depositor, the Owner Trustee, and its successors and each Certificateholder and its successors and permitted assigns, all as herein provided. Any request, notice, direction, consent, waiver or other instrument or action by a Certificateholder shall bind the successors and assigns of such Certificateholder.

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Section 11.08. No Petition. To the fullest extent permitted by law, each of the parties hereto, by entering into this Agreement hereby covenants and agrees, and the Indenture Trustee and each Certificateholder and Noteholder by accepting a Certificate or accepting the benefits of this Agreement, as the case may be, are each deemed to covenant and agree, that it shall not at any time acquiesce, petition or otherwise invoke or cause the Trust or the Depositor to invoke the process of any court or government authority for the purpose of commencing or sustaining a case against the Trust or the Depositor under any federal or state bankruptcy, insolvency or similar law, or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Trust or the Depositor, as the case may be, or any substantial part of its property, or, except as expressly set forth herein, ordering the winding up or liquidation of the affairs of the Trust or the Depositor, in connection with any obligations relating to the Notes, the Certificates, this Agreement or any of the Basic Documents prior to the date that is one year and one day after the date on which the Indenture is terminated. This Section 11.08 shall survive the termination of this Agreement.

Section 11.09. No Recourse. Each Certificateholder by accepting an interest in a Certificate acknowledges that such Certificates represent beneficial interests in the Trust only and do not represent interests in or obligations of the Depositor, TMCC (in any capacity), the Administrator, the Owner Trustee, the Indenture Trustee or any Affiliate thereof and no recourse may be had against such parties or their assets, except as may be expressly set forth or contemplated in the Certificates or the Basic Documents.

Section 11.10. Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 11.11. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

Section 11.12. Exclusive Jurisdiction. Each party to this Agreement and each person beneficially owning a beneficial interest in the Trust, to the fullest extent permitted by law, including Section 3804(e) of the Statutory Trust Act, (i) irrevocably agrees that any claims, suits, actions or proceedings arising out of or relating in any way to the Trust or its business and affairs, the Statutory Trust Act or this Agreement, including, without limitation, any claims, suits, actions or proceedings to interpret, apply or enforce the provisions of this Agreement, will be exclusively brought in the courts of the State of Delaware or the State of New York and (ii) irrevocably submits to the exclusive jurisdiction of such courts in connection with any such claim, suit, action or proceeding.

Section 11.13. WAIVER OF JURY TRIAL. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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Section 11.14. USA PATRIOT Act Compliance. Pursuant to applicable law, including the Customer Identification Program requirements established under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107 56 (signed into law October 26, 2001) and its implementing regulations (collectively, USA PATRIOT Act), the Financial Crimes Enforcement Network's (FinCEN) Customer Due Diligence Requirements and such other laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions ("Applicable Law"), the Owner Trustee is required to obtain on or before closing, and from time to time thereafter, documentation to verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Owner Trustee will ask for documentation to verify the entity's formation and existence, its financial statements, licenses, tax identification documents, identification and authorization documents from individuals claiming authority to represent the entity and other relevant documentation and information (including beneficial owners of such entities). To the fullest extent permitted by Applicable Law, the Owner Trustee may conclusively rely on, and shall be fully protected and indemnified in relying on, any such information received. Failure to provide such information may result in an inability of the Owner Trustee to perform its obligations hereunder, which, at the sole option of the Owner Trustee, may result in the Owner Trustee's resignation in accordance with Section 10.02 of this Agreement. In the event of any change in beneficial ownership in the Trust (or any beneficial interest in that interest, regardless of form), such change shall be accompanied by IRS Form W-8BEN, W-8BEN-E, W-8 ECI or W-9, as applicable, and such other documentation as may be required by the Owner Trustee in order to comply with Applicable Law.

ARTICLE XII

COMPLIANCE WITH REGULATION AB

Section 12.01. Intent of the Parties; Reasonableness. The Depositor and the Owner Trustee acknowledge and agree that the purpose of Article XII of this Agreement is to facilitate compliance by the Depositor with the provisions of Regulation AB and related rules and regulations of the Commission.

Neither the Depositor nor the Owner Trustee shall exercise its right to request delivery of information or other performance under these provisions other than in good faith, or for purposes other than compliance with the Securities Act, the Exchange Act and the rules and regulations of the Commission thereunder (or the provision in a private offering of disclosure comparable to that required under the Securities Act). The Owner Trustee acknowledges that interpretations of the requirements of Regulation AB may change over time, whether due to interpretive guidance provided by the Commission or its staff, consensus among participants in the asset-backed securities markets, advice of counsel, or otherwise, and agrees to comply with requests made by the Depositor in good faith for delivery of information under these provisions on the basis of evolving interpretations of Regulation AB. In connection therewith, the Owner Trustee shall cooperate fully with the Depositor to deliver to the Depositor (including any of its assignees or designees), any and all statements, reports, certifications, records, attestations, and any other information necessary in the good faith determination of the Depositor, to permit the Depositor to comply with the provisions of Regulation AB, together with such disclosures relating to the

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Owner Trustee or the servicing of the Receivables, reasonably believed by the Depositor to be necessary in order to effect such compliance.

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

TOYOTA AUTO FINANCE RECEIVABLES LLC,
as Depositor

By: ___________________________________
Name:
Title:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Owner Trustee

By: ___________________________________
Name:
Title:

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Acknowledged by:

TOYOTA MOTOR CREDIT CORPORATION,
as Servicer and Administrator

By: ___________________________________
Name:
Title:

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EXHIBIT A

FORM OF ASSET-BACKED CERTIFICATE

THIS CERTIFICATE DOES NOT CONSTITUTE AN OBLIGATION OF OR AN INTEREST IN THE DEPOSITOR, THE OWNER TRUSTEE, THE SERVICER, THE ADMINISTRATOR, TOYOTA MOTOR CREDIT CORPORATION, TOYOTA AUTO FINANCE RECEIVABLES LLC OR ANY OF THEIR RESPECTIVE AFFILIATES, AND WILL NOT BE INSURED OR GUARANTEED BY ANY SUCH ENTITY OR BY ANY GOVERNMENTAL AGENCY.

THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THIS CERTIFICATE MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF THE TRUST AGREEMENT.

EACH PURCHASER AND TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO REPRESENT, WARRANT AND COVENANT THAT IT IS NOT ACQUIRING THE CERTIFICATE WITH THE ASSETS OF AN “EMPLOYEE BENEFIT PLAN” AS DEFINED IN SECTION 3(3) OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), WHICH IS SUBJECT TO THE PROVISIONS OF TITLE I OF ERISA, A “PLAN” DESCRIBED IN AND SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”), AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE “PLAN ASSETS” BY REASON OF AN EMPLOYEE BENEFIT PLAN’S OR PLAN’S INVESTMENT IN THE ENTITY OR ANY OTHER EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO ANY LAW THAT IS SUBSTANTIALLY SIMILAR TO THE FIDUCIARY RESPONSIBILITY OR PROHIBITED TRANSACTION PROVISIONS OF TITLE I OF ERISA OR SECTION 4975 OF THE CODE.

THIS CERTIFICATE MAY ONLY BE BENEFICIALLY OWNED BY A UNITED STATES PERSON WITHIN THE MEANING OF SECTION 7701(A)(30) OF THE CODE OR AN ENTITY THAT IS DISREGARDED FOR U.S. FEDERAL INCOME TAX PURPOSES AND THAT IS BENEFICIALLY OWNED BY SUCH A UNITED STATES PERSON.

NUMBER R-1

TOYOTA AUTO RECEIVABLES 2022-C OWNER TRUST

ASSET-BACKED CERTIFICATE

THIS CERTIFIES THAT TOYOTA AUTO FINANCE RECEIVABLES LLC is the registered owner of 100% of the nonassessable, fully-paid, fractional undivided beneficial interest in Toyota Auto Receivables 2022-C Owner Trust (the “Trust”) formed by Toyota Auto Finance Receivables LLC.

The Trust was created pursuant to a Trust Agreement, dated as of July 19, 2021 (as amended and restated by the Amended and Restated Trust Agreement dated as of August 16,

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2022, the "Trust Agreement"), between Toyota Auto Finance Receivables LLC, as depositor (the "Depositor"), and Wilmington Trust, National Association, a national banking association, as Owner Trustee (the "Owner Trustee"), a summary of certain of the pertinent provisions of which is set forth below. Capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Trust Agreement, the Sale and Servicing Agreement, dated as of August 16, 2022 (the "Sale and Servicing Agreement"), among the Trust, the Depositor and Toyota Motor Credit Corporation, as servicer (the "Servicer"), or the Indenture, dated as of August 16, 2022 (the "Indenture"), among the Trust, U.S. Bank Trust Company, National Association, as indenture trustee (the "Indenture Trustee"), and U.S. Bank National Association, as securities intermediary, as the case may be.

This Certificate is one of the duly authorized Certificates designated as "Asset Backed Certificates" (the "Certificates") issued pursuant to the Trust Agreement. Certain debt instruments evidencing obligations of the Trust have been issued under the Indenture, consisting of Notes designated as "2.939% Asset Backed Notes, Class A-1," "3.83% Asset Backed Notes, Class A-2a," "SOFR Rate + 0.57% Asset Back Notes, Class A-2b," "3.76% Asset Backed Notes, Class A-3," "3.77% Asset Backed Notes, Class A-4" and "0.00% Asset Backed Notes, Class B" (collectively, the "Notes"). This Certificate is issued under and is subject to the terms, provisions and conditions of the Trust Agreement. The holder of this Certificate, by virtue of its acceptance hereof, assents to and is bound by all of the provisions of the Trust Agreement.

The property of the Trust includes a pool of retail installment sales contracts secured by new and used cars, crossover utility vehicles, light-duty trucks and sport utility vehicles (the "Receivables"), all monies due thereunder and received after the Cutoff Date, security interests in the vehicles financed thereby, certain bank accounts and the proceeds thereof, proceeds from claims on certain insurance policies and certain other rights under the Trust Agreement and the Sale and Servicing Agreement and all proceeds of the foregoing.

It is the intent of the Depositor, Toyota Motor Credit Corporation and the Certificateholders that, for purposes of U.S. federal and state income tax, franchise tax and any other tax measured in whole or in part by income, the Trust will be treated as an entity disregarded as separate from the Person holding the beneficial interests in the Trust for any period during which the beneficial interests in the Trust are held by one person, and will be treated as a partnership, and the Certificateholders will be treated as partners in that partnership, for any period during which the beneficial interests in the Trust are held by more than one person. For any such period during which the beneficial interests in the Trust are held by more than one person, each Certificateholder, by acceptance of a Certificate or any beneficial interest on a Certificate, agrees to treat, and to take no action inconsistent with the treatment of, the Certificates as partnership interests in the Trust for such tax purposes.

Under the Trust Agreement, there will be distributed to the Holder hereof on the 15th day of each month or, if such 15th day is not a Business Day, the next Business Day, (each, a "Payment Date"), commencing in September 2022, the amounts to be distributed to Certificateholder on such Payment Date in respect of amounts distributable to the Certificateholder pursuant to Section 5.06 of the Sale and Servicing Agreement.

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The Holder of this Certificate acknowledges and agrees that its rights to receive distributions in respect of this Certificate are subordinated to the rights of the Noteholders, as described in the Sale and Servicing Agreement and the Indenture.

Distributions on this Certificate will be made as provided in the Trust Agreement by the Paying Agent by wire transfer or check mailed to the Certificateholder without the presentation or surrender of this Certificate or the making of any notation hereon. Except as otherwise provided in the Trust Agreement and notwithstanding the above, the final distribution on this Certificate will be made after due notice by the Owner Trustee of the pendency of such distribution and only upon presentation and surrender of this Certificate at the office or agency of the Paying Agent designated in such notice.

Each Certificateholder, by its acceptance of a Certificate or any beneficial interest in a Certificate, covenants and agrees that such Certificateholder will not at any time institute against the Depositor or the Trust, or join in any institution against the Depositor or the Trust of, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings under any United States, federal or state bankruptcy or similar law in connection with any obligations relating to the Certificates, the Notes, the Trust Agreement or any of the Basic Documents.

Reference is hereby made to the further provisions of this Certificate set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon shall have been executed by an authorized officer of the Owner Trustee or an authenticating agent, by manual or facsimile signature, this Certificate shall not entitle the Holder hereof to any benefit under the Trust Agreement or the Sale and Servicing Agreement or be valid for any purpose.

THIS CERTIFICATE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

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IN WITNESS WHEREOF, the Owner Trustee, on behalf of the Trust and not in its individual capacity, has caused this Certificate to be duly executed.

TOYOTA AUTO RECEIVABLES 2022-C
OWNER TRUST

By: WILMINGTON TRUST, NATIONAL
ASSOCIATION, not in its individual
capacity but solely as Owner Trustee

By: ________________________________
Authorized Signatory

Dated: August 16, 2022

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OWNER TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is the Certificate referred to in the within-mentioned Trust Agreement.

WILMINGTON TRUST, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee

By: ______________________________
Authorized Signatory

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(REVERSE OF CERTIFICATE)

The Holder of this Certificate, by accepting an interest in this Certificate, acknowledges that this Certificate represents a beneficial interest in the Trust only and does not represent any interest in or obligation of the Depositor, Toyota Motor Credit Corporation (in any capacity), the Administrator, the Owner Trustee, the Indenture Trustee or any Affiliate thereof and no recourse may be had against such parties or their assets, except as may be expressly set forth or contemplated in this Certificate or the Basic Documents. In addition, this Certificate is not guaranteed by any governmental agency or instrumentality and is limited in right of payment to certain collections with respect to the Receivables (and certain other amounts), all as more specifically set forth herein and in the Sale and Servicing Agreement. A copy of each of the Sale and Servicing Agreement and the Trust Agreement may be examined during normal business hours at the principal office of the Depositor, and at such other places, if any, designated by the Depositor, by the Certificateholder upon written request.

As provided in the Trust Agreement, and subject to certain limitations therein set forth, the transfer of this Certificate is registerable in the Certificate Register upon surrender of this Certificate for registration of transfer at the offices or agencies of the Certificate Registrar maintained by the Owner Trustee, accompanied by a written instrument of transfer in form satisfactory to the Owner Trustee and the Certificate Registrar duly executed by the Holder hereof or such Holder's attorney duly authorized in writing, and thereupon one or more new Certificates of authorized denominations evidencing the same aggregate interest in the Trust will be issued to the designated transferee or transferees. The initial Certificate Registrar appointed under the Trust Agreement is Wilmington Trust, National Association.

The Owner Trustee, the Certificate Registrar and any agent of the Owner Trustee or the Certificate Registrar may treat the person in whose name this Certificate is registered as the owner hereof for all purposes and none of the Owner Trustee, the Certificate Registrar or any such agent shall be affected by any notice to the contrary.

The Trust Agreement permits, with certain exceptions therein provided, the amendment thereof by the Depositor and the Owner Trustee, with prior written notice to the Rating Agencies, without the consent of any of the Noteholders or the Certificateholders, to cure any ambiguity, to correct or supplement any provisions in the Trust Agreement or for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions in the Trust Agreement or of modifying in any manner the rights of the Noteholders or the Certificateholder; provided, that either (i) an Officer's Certificate has been delivered by the Servicer to the Owner Trustee and the Indenture Trustee certifying that such officer reasonably believes that any such amendment will not materially and adversely affect the interest of any Noteholder or Certificateholder or (ii) the Rating Agency Condition has been satisfied in respect of any such amendment.

The Trust Agreement may also be amended from time to time by the Depositor and the Owner Trustee, with prior written notice to the Rating Agencies and with the consent of the Indenture Trustee and with the consent of:

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(i) if the interests of the Noteholders are materially and adversely affected, the Holders of Notes evidencing at least a majority of the Outstanding Amount of the Controlling Class of Notes, acting together as a single; and

(ii) if the interests of the Certificateholders are materially and adversely affected, the Holders of the Certificates evidencing not less than a majority of the Percentage Interest;

for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Trust Agreement or of modifying in any manner the rights of the Noteholders or Certificateholders under the Trust Agreement.

No amendment otherwise permitted under Section 11.01 of the Trust Agreement may (x) increase or reduce in any manner the amount of, or accelerate or delay the timing of, collections of payments on the Receivables or distributions required to be made for the benefit of any Noteholders or Certificateholders without the consent of all Noteholders and Certificateholders adversely affected thereby, or (y) reduce the percentage of the Notes or Certificates which are required to consent to any such amendment without the consent of the Noteholders and Certificateholders adversely affected thereby; provided, that any amendment referred to in clause (x) or (y) above shall be deemed to not adversely affect any Noteholder if the Rating Agency Condition has been satisfied in respect of such proposed amendment. No amendment referred to in clause (x) in the immediately preceding sentence shall be permitted unless an Officer's Certificate shall have been delivered by the Servicer to the Owner Trustee and the Indenture Trustee certifying that such officer reasonably believes that such amendment will not materially and adversely affect the interest of any Noteholder or Certificateholder whose consent was not obtained.

The obligations and responsibilities created by the Trust Agreement and the Trust created thereby shall terminate upon the payment to the Certificateholder of all amounts required to be paid to it pursuant to the Trust Agreement and the Sale and Servicing Agreement and the disposition of all property held as part of the Trust Estate. Toyota Motor Credit Corporation, as servicer of the Receivables under the Sale and Servicing Agreement, or any successor servicer, may at its option purchase the Trust Estate at a price specified in the Sale and Servicing Agreement, and any such purchase of the Receivables and other property of the Trust will effect early retirement of the Certificate; however, such right of purchase is exercisable only after the last day of the Collection Period as of which the Pool Balance is less than or equal to 5% of the Original Pool Balance.

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ASSIGNMENT

Social Security or taxpayer I.D. or other identifying number of assignee:__________________

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto:

____
(name and address of assignee)

the within Certificate, and all rights thereunder, hereby irrevocably constituting and appointing
______________________, attorney, to transfer said Certificate on the books of the Certificate Registrar, with full power of substitution in the premises.

Dated:_____________*/

Signature Guaranteed:
__________________*/

*/NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular, without alteration, enlargement or any change whatever. Such signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

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EXHIBIT B

FORM OF TRANSFEREE REPRESENTATION LETTER

Toyota Auto Receivables 2022-C Owner Trust
c/o Wilmington Trust, N.A.,
not in its individual capacity but solely as Owner Trustee
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890
Attention: Corporate Trust Administration

Wilmington Trust, National Association,
as Certificate Registrar
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890
Attention: Corporate Trust Administration

Re: Transfer of Toyota Auto Receivables 2022-C Owner Trust Certificates, (the "Certificates")

Ladies and Gentlemen:

This letter is delivered pursuant to Section 3.03 of the Amended and Restated Trust Agreement, dated as of August 16, 2022 (the "Trust Agreement"), between Toyota Auto Finance Receivables LLC, as Depositor, and Wilmington Trust, National Association, as Owner Trustee (the "Owner Trustee"), in connection with the transfer by ________________ (the "Seller") to the undersigned (the "Purchaser") of the Certificates, a copy of which are attached hereto. Capitalized terms used and not otherwise defined herein have the meanings assigned to such terms in the Trust Agreement.

In connection with such transfer, the undersigned hereby represents and warrants to you and the addressees hereof as follows:

1. I am not a Non-U.S. Person as defined in the Trust Agreement; and

2. I am not (i) an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), which is subject to the provisions of Title I of ERISA, (ii) a "plan" described in and subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), (iii) an entity whose underlying assets include "plan assets" by reason of an employee benefit plan's or plan's investment in the entity, or (iv) any other employee benefit plan that is subject to any law that is substantially similar to the fiduciary responsibility or prohibited transaction provisions of Title 1 of ERISA or Section 4975 of the Code.

Signature appears on next page.

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IN WITNESS WHEREOF, the Purchaser hereby executes this Transferee Representation Letter on the ___ day of ___________.

Very truly yours,

The Purchaser

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EXHIBIT C

FORM OF TRANSFEROR REPRESENTATION LETTER

Toyota Auto Receivables 2022-C Owner Trust
c/o Wilmington Trust, National Association,
not in its individual capacity but solely as Owner Trustee
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890
Attention: Corporate Trust Administration

Wilmington Trust, National Association,
as Certificate Registrar
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890
Attention: Corporate Trust Administration

Re: Transfer of Toyota Auto Receivables 2022-C Owner Trust Certificates, (the "Certificates")

Ladies and Gentlemen:

This letter is delivered pursuant to Section 3.03 of the Amended and Restated Trust Agreement, dated as of August 16, 2022 (the "Trust Agreement"), between Toyota Auto Finance Receivables LLC, as Depositor, and Wilmington Trust, National Association, as Owner Trustee (the "Owner Trustee"), in connection with the transfer by ______________________ (the "Purchaser") to the undersigned (the "Seller") of the Certificates, a copy of which are attached hereto. Capitalized terms used and not otherwise defined herein have the meanings ascribed thereto in the Trust Agreement. The Transferor hereby certifies, represents and warrants to you, as Certificate Registrar, that:

1. the Transferor is the lawful owner of the Transferred Certificates with the full right to transfer such Certificates free from any and all claims and encumbrances whatsoever.

2. neither the Transferor nor anyone acting on its behalf has (a) offered, transferred, pledged, sold or otherwise disposed of any Transferred Certificate, any interest in any Transferred Certificate or any other similar security to any person in any manner, (b) solicited any offer to buy or accept a transfer, pledge or other disposition of any Transferred Certificate, any interest in any Transferred Certificate or any other similar security from any person in any manner, (c) otherwise approached or negotiated with respect to any Transferred Certificate, any interest in any Transferred Certificate or any other similar security with any person in any manner, (d) made any general solicitation by means of general advertising or in any other manner, or (e) taken any other action, which (in the case of any of the acts described in clauses (a) through (e) hereof) would constitute a distribution of any Transferred Certificate under the

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Securities Act of 1933, as amended (the “Securities Act”), or would render the disposition of any Transferred Certificate a violation of Section 5 of the Securities Act or any state securities laws, or would require registration or qualification of any Transferred Certificate pursuant to the Securities Act or any state securities laws.

Very truly yours,

(Transferor)

By:

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EXHIBIT D

FORM OF NOTICE OF REPURCHASE REQUEST

[__________], 20[__]

Toyota Motor Credit Corporation
Toyota Auto Finance Receivables LLC
6565 Headquarters Drive
W2-3D, Plano, Texas 75024-5965
Attention: President

Re: TOYOTA AUTO RECEIVABLES 2022-C OWNER TRUST (the "Issuer")
Notice of Requests to Repurchase Receivables

Reference is hereby made to the Amended and Restated Trust Agreement of the Issuer, dated as of August 16, 2022 (the "Trust Agreement"), between Toyota Auto Finance Receivables LLC, a Delaware limited liability company, as depositor (the "Depositor"), and Wilmington Trust, National Association, a national banking association, as owner trustee (in such capacity, the "Owner Trustee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Trust Agreement. This notice is being delivered pursuant to Section 6.03(h) of the Trust Agreement.

During the period from and including [__________], 20[__] to but excluding [__________], 20[__], the Owner Trustee received one or more demands for the repurchase of a Receivable for breach of representations and warranties concerning such Receivable. Copies of any such requests received in writing are attached.

WILMINGTON TRUST, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee

By: ____________________________
Name:
Title:

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Exhibit 4.2

FORM OF INDENTURE

---

among

TOYOTA AUTO RECEIVABLES 2022-C OWNER TRUST,
as Issuer,

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,

as Indenture Trustee

and

U.S. BANK NATIONAL ASSOCIATION,

as Securities Intermediary

Dated as of August 16, 2022

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TIA Section	Indenture Section
(§)310(a) (1)	6.08; 6.11
(a) (2)	6.11
(a) (3)	6.10(b)
(a) (4)	Not Applicable
(a) (5)	6.11
(b)	6.11
(c)	N.A.
(§)311(a)	6.12
(b)	6.12
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(§)312(a)	7.01; 7.02
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(c) (1)	3.10; 6.02; 8.05(b)
(c) (2)	3.06; 3.10; 6.02; 8.05(b); 8.06
(c) (3)	Not Applicable
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(f)	4.01(c); 11.01
(§)315(a)	6.01
(b)	6.05
(c)	5.02; 5.08
(d)	6.01(c)
(e)	5.13
(§)316(a) (last sentence)	6.01(c)
(a) (1) (A)	6.01(c)
(a) (1) (B)	5.12
(a) (2)	Not Applicable
(b)	5.01; 5.04(b)
(c)	2.06
(§)317(a) (1)	5.04
(a) (2)	5.03(c); 5.03(d)
(b)	4.03
(§)318(a)	11.07

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INDENTURE, dated as of August 16, 2022, between TOYOTA AUTO RECEIVABLES 2022-C OWNER TRUST, a Delaware statutory trust (the “Issuer”), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, as indenture trustee and not in its individual capacity (the “Indenture Trustee”) and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as securities intermediary (the “Securities Intermediary”).

Each party agrees as follows for the benefit of the other party and for the equal and ratable benefit of (i) the Holders of the Issuer’s 2.939% Asset Backed Notes, Class A-1 (the “Class A-1 Notes”), 3.83% Asset Backed Notes, Class A-2a (the “Class A-2a Notes”), SOFR Rate + 0.57% Asset Backed Notes, Class A-2b (the “Class A-2b Notes”), 3.76% Asset Backed Notes, Class A-3 (the “Class A-3 Notes”), 3.77% Asset Backed Notes, Class A-4 (the “Class A-4 Notes,” and together with the Class A-1 Notes, the Class A-2a Notes, the Class A-2b Notes and the Class A-3 Notes, the “Class A Notes”) and 0.00% Asset-Backed Notes, Class B (the “Class B Notes” and, together with the Class A Notes, the “Notes”), and (ii) for the purposes of the Granting Clause below, the Certificateholders:

GRANTING CLAUSE

The Issuer hereby Grants to the Indenture Trustee at the Closing Date, as Indenture Trustee for the benefit of the Holders of the Notes, all of the Issuer’s right, title and interest in and to, in each case whether now or hereafter existing or in which Issuer now has or hereafter acquires an interest and wherever the same may be located: (i) all right, title and interest of the Issuer in and to the Receivables and all monies due thereon or paid thereunder or in respect thereof (including proceeds of the repurchase of Receivables by the Seller pursuant to Section 3.02 of the Sale and Servicing Agreement or the purchase of Receivables by the Servicer pursuant to Section 4.08 or 9.01 of the Sale and Servicing Agreement) on or after the Cutoff Date; (ii) the interest of the Issuer in the security interests in the Financed Vehicles granted by the Obligors pursuant to the Receivables and any accessions thereto; (iii) the interest of the Issuer in any proceeds of any Insurance Policies relating to the Receivables or the Obligors; (iv) the interest of the Issuer in any Dealer Recourse; (v) the right of the Issuer to realize upon any property (including the right to receive future Liquidation Proceeds) that shall have secured a Receivable and have been repossessed pursuant to the terms thereof; (vi) the rights and interests of the Issuer under the Sale and Servicing Agreement and as assignee of the rights and interests of TAFR LLC under the Receivables Purchase Agreement pursuant to the Sale and Servicing Agreement; (vii) all proceeds of the foregoing; (viii) all present and future claims, demands, causes of action and choses in action in respect of any or all of the foregoing and all payments on or under of every kind and nature whatsoever in respect of any or all of the foregoing, including all proceeds of the conversion thereof, voluntary or involuntary, into cash or other liquid property, all cash proceeds, accounts, accounts receivable, notes, drafts, acceptances, chattel paper, checks, deposit accounts, insurance proceeds, condemnation awards, rights to payment of any and every kind and other forms of obligations and receivables, instruments and other property which at any time constitute all or part of or are included in the proceeds of any of the foregoing; (ix) all funds and investment property on deposit from time to time in Collection Account; and (x) all other property of the Issuer from time to time, including any rights of the Issuer under the Administration Agreement (collectively, the “Collateral”).

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The foregoing Grant is made in trust to secure the payment of principal of and interest on, and any other amounts owing in respect of, the Notes, equally and ratably without prejudice, priority or distinction, and to secure compliance with the provisions of this Indenture, and subject to the subordinate claims thereon of the Holder of the Certificate, all as provided in this Indenture.

The Indenture Trustee, as Indenture Trustee on behalf of the Holders of the Notes and for the benefit of the Certificateholder, acknowledges such Grant, accepts the trusts under this Indenture in accordance with the provisions of this Indenture and agrees to perform its duties required in this Indenture in accordance with the terms of this Indenture to the end that the interests of the Holders of the Notes may be adequately and effectively protected and the rights of the Certificateholder secured.

ARTICLE I

Definitions and Incorporation by Reference

SECTION 1.01 Definitions. Except as otherwise specified herein or as the context may otherwise require, capitalized terms used but not otherwise defined herein have the meanings ascribed thereto in the Trust Agreement, the Sale and Servicing Agreement and the Securities Account Control Agreement, as the case may be, for all purposes of this Indenture. Except as otherwise provided in this Indenture, whenever used herein the following words and phrases, unless the context otherwise requires, shall have the following meanings:

"Accredited Investor" has the meaning specified in Section 2.14(b)(i).

"Action" has the meaning specified in Section 11.03(a).

"Authorized Officer" means (i) with respect to the Owner Trustee, any officer of the Owner Trustee who is authorized to act for the Owner Trustee in matters relating to the Issuer identified as such on any list of Authorized Officers delivered by the Owner Trustee to the Indenture Trustee, (ii) with respect to the Administrator, any Vice President or more senior officer of the Administrator who is authorized to act for the Administrator in matters relating to the Issuer and identified as such on any list of Authorized Officers delivered by the Administrator to the Indenture Trustee and (iii) with respect to the Issuer, any Authorized Officer of the Owner Trustee or, for so long as the Administration Agreement is in effect, any Authorized Officer of the Administrator.

"Benchmark" means, initially, the SOFR Rate; provided that if the Administrator determines prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the SOFR Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement.

"Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Administrator as of the Benchmark Replacement Date;

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(1) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark and (b) the Benchmark Replacement Adjustment;

(2) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment; or

(3) the sum of: (a) the alternate rate of interest that has been selected by the Administrator as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate securities at such time and (b) the Benchmark Replacement Adjustment.

"Benchmark Replacement Adjustment" means the first alternative set forth in the order below that can be determined by the Administrator as of the Benchmark Replacement Date:

(1) the spread adjustment (which may be a positive or negative value or zero), or method for calculating or determining such spread adjustment, that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

(2) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or

(3) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Administrator giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate securities at such time.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the Interest Period, timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Administrator decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Administrator decides that adoption of any portion of such market practice is not administratively feasible or if the Administrator determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Administrator determines is reasonably necessary).

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information

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referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination.

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

(1) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(2) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative.

"Collateral" has the meaning specified in the Granting Clause of this Indenture.

"Compounded SOFR" means, with respect to any U.S. Government Securities Business Day:

(1) the applicable compounded average of SOFR for the Corresponding Tenor of 30 days as published on such U.S. Government Securities Business Day at the SOFR Determination Time; or

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(2) if the rate specified in (1) above does not so appear, the applicable compounded average of SOFR for the Corresponding Tenor as published in respect of the first preceding U.S. Government Securities Business Day for which such rate appeared on the FRBNY's Website.

"Controlling Class" means (a) the Outstanding Class A Notes (voting together as a Class) and (b) if no Class A Notes are Outstanding, the Outstanding Class B Notes (voting together as a Class).

"Corporate Trust Office" means the offices of the Indenture Trustee, initially located at (a) for purposes of note transfers and exchanges, 111 Fillmore Avenue, St. Paul, Minnesota 55107, Attention: Bondholder Services – TAOT 2022-C and (b) for all other purposes at 190 South LaSalle Street 7th Floor, Chicago, IL 60603, or the principal trust office of any successor trustee qualified and appointed pursuant to this Indenture; or at such other address as the Indenture Trustee may designate from time to time by notice to the Noteholders, the Issuer and the Administrator, or the principal corporate trust office of any successor Indenture Trustee at the address designated by such successor Indenture Trustee by notice to the Noteholders, the Issuer and the Administrator.

"Corresponding Tenor" means, with respect to a Benchmark Replacement, a tenor (including overnight) having approximately the same length (disregarding any business day adjustment) as the applicable tenor for the then-current Benchmark.

"Default" means any occurrence that is, or with notice or the lapse of time or both would become, an Event of Default.

"Definitive Notes" has the meaning specified in Section 2.10.

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

"FRBNY" means the Federal Reserve Bank of New York.

"FRBNY's Website" means the website of the FRBNY, currently at https://apps.newyorkfed.org/markets/autorates/sofr-avg-ind or at such other page as may replace such page on the FRBNY's website.

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

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anything that the granting party is or may be entitled to do or receive thereunder or with respect thereto.

"Holder" or "Noteholder" means the Person in whose name a Note is registered on the Note Register.

"Indenture Trustee" means U.S. Bank Trust Company, National Association, a national banking association, as Indenture Trustee under this Indenture, or any successor Indenture Trustee under this Indenture.

"Independent" means, when used with respect to any specified Person, that the Person is in fact independent of the Seller, the Servicer, the Administrator, the Issuer or any other obligor on the Notes or any Affiliate of any of the foregoing Persons because, among other things, such Person (a) is not an employee, officer or director or otherwise controlled thereby or under common control therewith, (b) does not have any direct financial interest or any material indirect financial interest therein (whether as holder of securities thereof or party to contract therewith or otherwise) and (c) is not and has not within the preceding twelve months been a promoter, underwriter, trustee, partner, director or person performing similar functions therefor or otherwise had legal, contractual or fiduciary or other duties to act on behalf of or for the benefit thereof.

"Independent Certificate" means a certificate or opinion to be delivered to the Indenture Trustee under the circumstances described in Section 11.01, made by an Independent appraiser or other expert appointed by an Issuer Order and approved by the Indenture Trustee in the exercise of reasonable care, and such opinion or certificate shall state that the signer has read the definition of "Independent" in this Indenture and that the signer is Independent within the meaning thereof.

"Insolvency Event" with respect to the Seller means the filing of a decree or order for relief by a court having jurisdiction in the premises in respect of the Seller in an involuntary case under any applicable federal or state bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Seller, or ordering the winding-up or liquidation of the Seller's affairs, and such decree or order shall remain unstayed and in effect for a period of ninety (90) consecutive days; or the commencement by the Seller of a voluntary case under any applicable federal or state bankruptcy, insolvency or other similar law now or hereafter in effect, or the consent by the Seller to the entry of an order for relief in an involuntary case under any such law, or the consent by the Seller to the appointment or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Seller, or the making by the Seller of any general assignment for the benefit of creditors, or the failure by the Seller generally to pay its debts as such debts become due, or the taking of any action by the Seller in furtherance of any of the foregoing.

"Interest Rate" means the Class A-1 Rate, the Class A-2a Rate, the Class A-2b Rate, the Class A-3 Rate, the Class A-4 Rate or the Class B Rate, as indicated by the context.

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"Investment Letter" means the letter substantially in the form of Exhibit E and delivered pursuant to Section 2.14(a).

"ISDA Definitions" means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

"ISDA Fallback Adjustment" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark.

"ISDA Fallback Rate" means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

"Issuer" means Toyota Auto Receivables 2022-C Owner Trust, unless and until a successor replaces it and, thereafter, means the successor and, for purposes of any provision contained herein and required by the TIA, each other obligor on the Notes, if any.

"Issuer Order" and "Issuer Request" mean a written order or request signed in the name of the Issuer by any one of its Authorized Officers and delivered to the Indenture Trustee.

"Note Register" means the Register of Noteholders' information maintained by the Note Registrar pursuant to Section 2.04.

"Note Registrar" means the Indenture Trustee, unless and until a successor Note Registrar shall have been appointed pursuant to Section 2.04.

"Officer's Certificate" means a certificate signed by any Authorized Officer of the Issuer, under the circumstances described in, and otherwise complying with, the applicable requirements of Section 11.01, and delivered to the Indenture Trustee.

"Opinion of Counsel" means one or more written opinions of counsel who may, except as otherwise expressly provided in this Indenture, be an employee of or counsel to the Issuer, the Seller or the Servicer and which counsel shall be reasonably satisfactory to the Owner Trustee, Indenture Trustee or the Rating Agencies, as the case may be.

"Outstanding" means, as of the date of determination, all Notes theretofore authenticated and delivered under this Indenture except:

(a) Notes theretofore canceled by the Note Registrar or delivered to the Note Registrar for cancellation;

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(b) Notes or portions thereof the payment for which money in the necessary amount has been theretofore deposited with the Indenture Trustee or any Paying Agent in trust for the Holders of such Notes; and

(c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Indenture unless proof satisfactory to the Indenture Trustee is presented that any such Notes are held by a bona fide purchaser;

provided, that in determining whether the Holders of the requisite percentage of the Outstanding Amount of the Controlling Class of Notes or any Class of Notes, have given any request, demand, authorization, direction, notice, consent, or waiver hereunder or under any Basic Document, Notes held of record or beneficially owned by the Issuer, any other obligor upon the Notes, the Seller, TMCC or any Affiliate of any of the foregoing Persons shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Indenture Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent, or waiver, only Notes that a Trust Officer of the Indenture Trustee actually knows to be so owned shall be so disregarded. Notes so owned that have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Indenture Trustee the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer, any other obligor upon the Notes, the Seller or any Affiliate of any of the foregoing Persons.

"Paying Agent" means the Indenture Trustee or any other Person that meets the eligibility standards for the Indenture Trustee specified in Section 6.11 that has been authorized by the Issuer to make payments to and distributions from the Collection Account, including payment of principal of or interest on the Notes on behalf of the Issuer.

"Predecessor Note" means, with respect to any particular Note, every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purpose of this definition, any Note authenticated and delivered under Section 2.05 in lieu of a mutilated, lost, destroyed or stolen Note shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Note.

"Proceeding" means any suit in equity, action at law or other judicial or administrative proceeding.

"Rating Agency Condition" means, with respect to each Rating Agency and any event or circumstance or proposed amendment or supplement to a Basic Document, the satisfaction of either of the following conditions, according to the then-current policies of such Rating Agency: (a) receipt by the Indenture Trustee of written confirmation from such Rating Agency (which, for the avoidance of doubt and without limitation, may be in the form of a letter, a press release or other publication, or a change in such Rating Agency's published rating criteria to this effect) that such event or circumstance or proposed amendment or supplement will not result in the reduction or withdrawal by such Rating Agency of any rating it currently has assigned to any of the Class A Notes or (b) that such Rating Agency shall have been given notice of such event or circumstance or proposed amendment or supplement at least ten (10) days (or such lesser number of days acceptable to such Rating Agency) prior to the occurrence of such event or circumstance or proposed amendment or supplement and such Rating Agency shall not have notified the

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Indenture Trustee that such event or circumstance or proposed amendment or supplement might or would result in the reduction or withdrawal of the rating it has currently has assigned to any of the Class A Notes.

"Record Date" has the meaning set forth in the Sale and Servicing Agreement.

"Redemption Date" has the meaning specified in Section 10.02.

"Reference Time" means, if the Benchmark is not SOFR, the time determined by the Administrator after giving effect to the Benchmark Replacement Conforming Changes.

"Registered Holder" means the Person in whose name a Note is registered on the Note Register on the applicable Record Date.

"Relevant Governmental Body" means the Federal Reserve Board and/or the FRBNY, or a committee officially endorsed or convened by the Federal Reserve Board and/or the FRBNY or any successor thereto.

"Retained Notes" means the Class B Notes, $16,150,000 of the Class A-1 Notes, $18,270,000 of the Class A-2a Notes, $7,830,000 of the Class A-2b Notes, $24,500,000 of the Class A-3 Notes and $6,375,000 of the Class A-4 Notes until such time as such Notes are the subject of an Opinion of Counsel pursuant to Section 2.04(g) and Section 2.14(c) of this Indenture with respect to their classification as debt for U.S. federal income tax purposes.

"Rule 144A" means Rule 144A under the Securities Act.

"Sale and Servicing Agreement" means the Sale and Servicing Agreement, dated as of August 16, 2022, among the Issuer, Toyota Auto Finance Receivables LLC, as Seller, and Toyota Motor Credit Corporation, as Servicer and Sponsor, and the Securities Intermediary and as acknowledged and accepted by the Indenture Trustee.

"Securities Account Control Agreement" means the Securities Account Control Agreement, dated as of August 16, 2022 among the Seller, the Securities Intermediary and the Indenture Trustee.

"Securities Intermediary" means U.S. Bank National Association, as securities intermediary under this Indenture and the Securities Account Control Agreement.

"Seller" means Toyota Auto Finance Receivables LLC, as seller, under the Sale and Servicing Agreement.

"SOFR" means the secured overnight financing rate published for any day by the FRBNY (or a successor administrator of such benchmark rate) on the FRBNY's website (or such successor's website).

"SOFR Adjustment Conforming Changes" means, with respect to any SOFR Rate, any technical, administrative or operational changes (including changes to the interest period, timing and frequency of determining rates and making payments of interest, rounding of amounts or

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tenors, and other administrative matters) that the Administrator decides, from time to time, may be appropriate to adjust such SOFR Rate in a manner substantially consistent with or conforming to market practice (or, if the Administrator decides that adoption of any portion of such market practice is not administratively feasible or if the Administrator determines that no market practice exists, in such other manner as the Administrator determines is reasonably necessary).

"SOFR Adjustment Date" means the second U.S. Government Securities Business Day before the first day of such Interest Period.

"SOFR Determination Time" means 3:00 p.m. (New York time) on the applicable U.S. Government Securities Business Day, at which time Compounded SOFR is published on the FRBNY's Website.

"SOFR Rate" means the rate that will be obtained by the Paying Agent for each Interest Period on the SOFR Adjustment Date as of the SOFR Determination Time (or, if the Benchmark is not SOFR, the Reference Time) and, except following a determination by the Administrator that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, means, with respect to the Class A-2b Notes as of any SOFR Adjustment Date, a rate equal to Compounded SOFR; provided, that, the Administrator will have the right, in its sole discretion, to make applicable SOFR Adjustment Conforming Changes.

"Successor Servicer" has the meaning specified in Section 3.07(e).

"Transferor Certificate" means the letter substantially in the form of Exhibit D and delivered pursuant to Section 2.14(a).

"Trust Agreement" means the Trust Agreement, dated as of July 19, 2021 as amended and restated by the Amended and Restated Trust Agreement, dated as of August 16, 2022, in each case by and between Toyota Auto Finance Receivables LLC, as depositor, and Wilmington Trust, National Association, as Owner Trustee.

"Trust Estate" means (i) all money, instruments, rights and other property that are subject or intended to be subject to the lien and security interest of this Indenture for the benefit of the Noteholders (including, without limitation, all property and interests Granted to the Indenture Trustee pursuant to the Granting Clause), including all proceeds thereof, and (ii) the interest of the Seller in the funds and investment property on deposit from time to time in the Reserve Account granted to the Indenture Trustee under the Securities Account Control Agreement.

"Trust Officer" means, in the case of the Indenture Trustee, any officer within the Corporate Trust Office of the Indenture Trustee, including any Vice President, Assistant Vice President, Secretary, Assistant Secretary or any other officer of the Indenture Trustee customarily performing functions similar to those performed by any of the above designated officers with direct responsibility for the administration of this Indenture and the Basic Documents and, with respect to the Owner Trustee, any officer in the Corporate Trust Administration Department of the Owner Trustee with direct responsibility for the administration of the Trust Agreement on behalf of the Owner Trustee.

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"Trust Indenture Act" or "TIA" means the Trust Indenture Act of 1939 as in force on the date hereof, unless otherwise specifically provided.

"U.S. Government Securities Business Day" means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

"Unadjusted Benchmark Replacement" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

SECTION 1.02 Usage of Terms. With respect to all terms in this Indenture, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to "writing" include printing, typing, lithography and other means of reproducing words in a visible form; references to agreements and other contractual instruments include all subsequent amendments, amendments and restatements and supplements thereto or changes therein entered into in accordance with their respective terms and not prohibited by this Indenture; references to Persons include their permitted successors and assigns; and the term "including" means "including without limitation."

SECTION 1.03 Incorporation by Reference of Trust Indenture Act. Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture. The following TIA terms used in this Indenture have the following meanings:

"Commission" means the Securities and Exchange Commission.

"indenture securities" means the Notes.

"indenture security holder" means a Noteholder.

"indenture to be qualified" means this Indenture.

"indenture trustee" or "institutional trustee" means the Indenture Trustee.

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

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

ARTICLE II

The Notes

SECTION 2.01 Form. The Class A-1 Notes, the Class A-2a Notes, the Class A-2b Notes, the Class A-3 Notes, the Class A-4 Notes and the Class B Notes, in each case, together

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

The Definitive Notes shall be typewritten, printed, lithographed or engraved or produced by any combination of these methods (with or without steel engraved borders), all as determined by the officers executing such Notes, as evidenced by their execution of such Notes.

Each Note shall be dated the date of its authentication. The terms of the Notes set forth in Exhibit A-1, Exhibit A-2 and Exhibit A-3 are part of the terms of this Indenture.

SECTION 2.02 Execution, Authentication and Delivery. The Notes shall be executed on behalf of the Issuer by any of its Authorized Officers. The signature of any such Authorized Officer on the Notes may be manual or facsimile. Notes bearing the manual or facsimile signature of individuals who were at any time Authorized Officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Notes or did not hold such offices at the date of such Notes. The Indenture Trustee shall upon Issuer Order authenticate and deliver the Class A-1 Notes for original issue in an aggregate principal amount of $323,000,000, the Class A-2a Notes for original issue in an aggregate principal amount of $365,400,000, the Class A-2b Notes for original issue in an aggregate principal amount of $156,600,000, the Class A-3 Notes for original issue in an aggregate principal amount of $490,000,000, the Class A-4 Notes for original issue in an aggregate principal amount of $127,500,000 and the Class B Notes for original issue in an aggregate principal amount of $37,500,000. The aggregate principal amount of the Class A-1 Notes, the Class A-2a Notes, the Class A-2b Notes, the Class A-3 Notes, the Class A-4 Notes and the Class B Notes outstanding at any time may not exceed such respective amounts except as provided in Section 2.05. The Class A Notes shall be issuable as registered Notes in minimum denominations of $1,000 and integral multiples of $1,000 in excess thereof. Each Note shall be dated the date of its authentication.

No Note shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose, unless there appears on such Note a certificate of authentication substantially in the form included in Exhibit A-1, Exhibit A-2 or Exhibit A-3, as applicable, executed by the Indenture Trustee by the manual or facsimile signature of one of its authorized signatories, and such certificate upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly authenticated and delivered hereunder.

SECTION 2.03 Temporary Notes. Pending the preparation of Definitive Notes, the Issuer may execute, and upon receipt of an Issuer Order the Indenture Trustee shall authenticate and deliver, temporary Notes that are printed, lithographed, typewritten, mimeographed or otherwise produced, of the tenor of the Definitive Notes in lieu of which they are issued and with such variations not inconsistent with the terms of this Indenture as the officers executing such

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Notes may determine, as evidenced by their execution of such Notes. If temporary Notes are issued, the Issuer will cause Definitive Notes to be prepared without unreasonable delay. After the preparation of Definitive Notes, the temporary Notes shall be exchangeable for Definitive Notes upon surrender of the temporary Notes at the office or agency of the Issuer to be maintained as provided in Section 3.02, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Notes, the Issuer shall execute, and the Indenture Trustee shall authenticate and deliver in exchange therefor, a like principal amount of Definitive Notes of authorized denominations. Until so exchanged, the temporary Notes shall in all respects be entitled to the same benefits under this Indenture as Definitive Notes.

SECTION 2.04 Registration; Registration of Transfer and Exchange.

(a) The Note Registrar, acting as agent of the Issuer for this purpose only, shall maintain a Note Register in which, subject to such reasonable regulations as it may prescribe, the Note Registrar shall provide for the registration of Notes and transfers and exchanges of Notes as provided in this Indenture. The Indenture Trustee is hereby initially appointed Note Registrar for the purpose of registering Notes and transfers and exchanges of Notes as provided in this Indenture. In the event that, subsequent to the Closing Date, the Indenture Trustee notifies the Issuer that it is unable to act as Note Registrar, the Issuer shall appoint another bank or trust company, having an office or agency located in the Borough of Manhattan, the City of New York, agreeing to act in accordance with the provisions of this Indenture applicable to it, and otherwise acceptable to the Indenture Trustee, to act as successor Note Registrar under this Indenture. The Issuer shall have the right to inspect the Note Register at all reasonable times and to obtain copies thereof.

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

(b) Upon the proper surrender for registration of transfer of any Note at the office or agency of the Issuer to be maintained as provided in Section 3.02, the Issuer shall execute, and the Indenture Trustee shall authenticate in the name of the designated transferee or transferees, one or more new Notes of the same Class in authorized denominations of a like aggregate principal amount.

(c) At the option of the Holder, Notes may be exchanged for other Notes of the same Class in any authorized denominations, of a like aggregate principal amount, upon surrender of the Notes to be exchanged at such office or agency. Whenever any Notes are so surrendered for exchange, the Issuer shall execute, and the Indenture Trustee shall authenticate and the Noteholder shall obtain from the Indenture Trustee, the Notes which the Noteholder making the exchange is entitled to receive. Every Note presented or surrendered for registration of transfer or exchange shall be accompanied by a written instrument of transfer in form satisfactory to the

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Indenture Trustee and the Note Registrar duly executed by the Holder thereof or his attorney duly authorized in writing.

(d) No service charge shall be made for any registration of transfer or exchange of Notes, but the Indenture Trustee may require payment of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any transfer or exchange of Notes.

(e) All Notes surrendered for registration of transfer or exchange shall be canceled and subsequently destroyed pursuant to Section 2.08.

(f) Each purchaser and transferee of a Note will be deemed to represent, warrant and covenant that either (a) it is not acquiring such Note with the assets of a Benefit Plan or (b) the acquisition, holding and disposition of such Note will not give rise to a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of any law that is substantially similar to the fiduciary responsibility or prohibited transaction provisions of Title I of ERISA or Section 4975 of the Code.

(g) The Retained Notes transferred after the first Payment Date will not be transferred (i) to a Non-U.S. Person and only provided that the transferee agrees to restrict subsequent transfers of such Notes to Persons that are "United States persons" within the meaning of Section 7701(a)(30) of the Code or (ii) to a Benefit Plan, unless, in each case, a written Opinion of Counsel, which counsel and opinion shall be reasonably acceptable to the Indenture Trustee and the Depositor, is delivered and addressed to the Indenture Trustee and the Depositor to the effect that, for U.S. federal income tax purposes, such Retained Notes after such transfer will be classified as debt. In addition, if for tax or other reasons it may be necessary to track such Notes (e.g., if the Notes have original issue discount), tracking conditions such as requiring that such Notes be in definitive registered form may be required by the Administrator as a condition to such transfer. The Indenture Trustee shall have no duty to monitor the compliance of the provisions of this paragraph and may conclusively rely on the Administrator to do the same. This Section 2.04(g) shall apply only to Retained Notes other than the Class B Notes, which shall be governed instead by the applicable transfer and other restrictions set forth in Section 2.14 hereof.

SECTION 2.05 Mutilated, Destroyed, Lost or Stolen Notes. If (i) any mutilated Note is surrendered to the Indenture Trustee, or the Indenture Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (ii) there is delivered to the Indenture Trustee such security or indemnity as may be required by it to hold the Issuer and the Indenture Trustee harmless, then, in the absence of notice to the Issuer, the Note Registrar or the Indenture Trustee that such Note has been acquired by a bona fide purchaser, the Issuer shall execute, and upon its request the Indenture Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a replacement Note of the same Class. In connection with the issuance of any new Note under this Section, the Issuer may require payment by the Holder of such Note of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

If, after the delivery of such replacement Note or payment of a destroyed, lost or stolen Note, a bona fide purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the Issuer and the Indenture Trustee shall be

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entitled to recover such replacement Note (or such payment) from the Person to whom it was delivered or any Person taking such replacement Note from such Person to whom such replacement Note was delivered or any assignee of such Person, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Issuer or the Indenture Trustee in connection therewith.

Every replacement Note issued pursuant to this Section in replacement of any mutilated, destroyed, lost or stolen Note shall constitute an original additional contractual obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Notes of the same Class duly issued hereunder.

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

SECTION 2.06 Persons Deemed Owners. Prior to due presentment for registration of transfer of any Note, the Issuer, the Indenture Trustee and any agent of the Issuer or the Indenture Trustee may treat the Person in whose name any Note is registered (as of the day of determination) as the owner of such Note for the purpose of receiving payments of principal of and interest, if any, on such Note and for all other purposes whatsoever, and none of the Issuer, the Indenture Trustee or any agent of the Issuer or the Indenture Trustee shall be affected by notice to the contrary.

SECTION 2.07 Payments of Principal and Interest.

(a) The Class A-1 Notes, the Class A-2a Notes, the Class A-2b Notes, the Class A-3 Notes, the Class A-4 Notes and the Class B Notes shall accrue interest during each Interest Period at the Class A-1 Rate, the Class A-2a Rate, the Class A-2b Rate, the Class A-3 Rate, the Class A-4 Rate and the Class B Rate, respectively, and such interest shall be payable on each related Payment Date as specified in such Notes, pursuant to Section 5.06 of the Sale and Servicing Agreement and Section 3.01 hereof. Any installment of interest or principal payable on any Note that is punctually paid or duly provided for by the Issuer on the applicable Payment Date shall be paid to the Person in whose name such Note (or one or more Predecessor Notes) is registered on the Record Date by wire transfer in immediately available funds to the account designated by such Person.

(b) The principal of each Note shall be payable in installments on each Payment Date pursuant to Section 5.06 of the Sale and Servicing Agreement and subject to the availability of funds therefor. All principal payments on each Class of Notes shall be made *pro rata* to the Noteholders of such Class entitled thereto. In accordance with Section 10.01, the Indenture Trustee shall notify the Person in whose name a Note is registered at the close of business on the Record Date preceding the Payment Date on which the final installment of principal of and interest on such Note will be paid. Such notice shall be mailed or transmitted by facsimile not less than fifteen (15) nor more than thirty (30) days prior to such final Payment Date, shall specify that such final installment will be payable only upon presentation and surrender of such

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Note and shall specify the place where such Note may be presented and surrendered for payment of such installment.

(c) In the event that any withholding tax is imposed on the Trust's payment (or allocations of income) to the Noteholders, such tax shall reduce the amount otherwise distributable to the Noteholders in accordance with this Section. The Issuer will instruct the Indenture Trustee regarding the imposition of such withholding tax and, upon receiving such instruction, the Indenture Trustee is hereby authorized and directed to retain from amounts otherwise distributable to the Noteholders sufficient funds for the payment of any tax that is legally owed by the Issuer (but such authorization shall not prevent the Indenture Trustee from contesting any such tax in appropriate proceedings, and withholding payment of such tax, if permitted by law, pending the outcome of such proceedings). The amount of any withholding tax imposed with respect to the Noteholders shall be treated as cash distributed to the Noteholders at the time it is withheld by the Issuer and remitted to the appropriate taxing authority. If there is a possibility that withholding tax is payable with respect to any distribution (such as any distribution to a Non-U.S. Person), the Indenture Trustee may in its sole discretion withhold such amounts in accordance with this paragraph (c). In the event that any Noteholder wishes to apply for a refund of any such withholding tax, the Indenture Trustee shall reasonably cooperate with the Noteholder in making such claim so long as the Noteholder agrees to reimburse the Indenture Trustee for any out-of-pocket expenses incurred.

SECTION 2.08 Cancellation. All Notes surrendered for payment, registration of transfer or exchange shall, if surrendered to any Person other than the Indenture Trustee, be delivered to the Indenture Trustee and shall be promptly canceled by the Indenture Trustee. The Issuer may at any time deliver to the Indenture Trustee for cancellation any Notes previously authenticated and delivered hereunder which the Issuer may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly canceled by the Indenture Trustee. No Notes shall be authenticated in lieu of or in exchange for any Notes canceled as provided in this Section, except as expressly permitted by this Indenture. All canceled Notes may be held or disposed of by the Indenture Trustee in accordance with its standard retention or disposal policy as in effect at the time unless the Issuer shall direct by an Issuer Order that they be destroyed or returned to it; provided, that such Issuer Order is timely and the Notes have not been previously disposed of by the Indenture Trustee.

SECTION 2.09 Release of Collateral. The Indenture Trustee shall release property from the lien of this Indenture only upon receipt of an Issuer Request accompanied by an Officer's Certificate (which shall include a statement substantially to the effect that the release is permitted by this Indenture), an Opinion of Counsel (which shall include a statement substantially to the effect that the release is permitted by this Indenture) and (if required by the TIA) Independent Certificates in accordance with TIA Sections 314(c) and 314(d)(l).

SECTION 2.10 Book-Entry Notes. The Class A-1 Notes, the Class A-2a Notes, the Class A-2b Notes, the Class A-3 Notes, the Class A-4 Notes and the Class B Notes, upon original issuance, will be issued in the form of typewritten Notes representing the Book-Entry Notes, to be delivered to The Depository Trust Company, the initial Clearing Agency, or a custodian therefor, by, or on behalf of, the Issuer. The Book-Entry Notes shall be registered initially on the Note Register in the name of Cede & Co., the nominee of the initial Clearing

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Agency, and no Note Owner thereof will receive a Definitive Note representing such Note Owner's interest in such Note, except as provided in Section 2.12, and unless and until definitive, fully registered Notes (the "Definitive Notes") have been issued to such Note Owners pursuant to Section 2.12:

(a) the provisions of this Section shall be in full force and effect;

(b) the Note Registrar and the Indenture Trustee shall be entitled to deal with the Clearing Agency for all purposes of this Indenture (including the payment of principal of and interest on the Book-Entry Notes and the giving of instructions or directions hereunder) as the authorized representative of such Note Owners;

(c) to the extent that the provisions of this Section conflict with any other provisions of this Indenture, the provisions of this Section shall control;

(d) the rights of such Note Owners shall be exercised only through the Clearing Agency and shall be limited to those established by law and agreements between such Note Owners and the Clearing Agency and/or the Clearing Agency Participants pursuant to the Note Depository Agreement. Unless and until Definitive Notes are issued in respect of the Book-Entry Notes pursuant to Section 2.12, the initial Clearing Agency will make book-entry transfers among the Clearing Agency Participants and receive and transmit payments of principal of and interest on such Notes to such Clearing Agency Participants; and

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

SECTION 2.11 Notices to Clearing Agency. Whenever a notice or other communication to the Noteholders is required under this Indenture, unless and until Definitive Notes shall have been issued to the Note Owners of Book-Entry Notes pursuant to Section 2.12, the Indenture Trustee shall give all such notices and communications specified herein to be given to Holders of the Book-Entry Notes to the Clearing Agency and shall be deemed to have been given as of the date of delivery to the Clearing Agency.

SECTION 2.12 Definitive Notes. In the case of the Book-Entry Notes, if (i) the Owner Trustee or the Administrator advises the Indenture Trustee in writing that the Clearing Agency is no longer willing or able to properly discharge its responsibilities with respect to the Book-Entry Notes and the Administrator is unable to locate a qualified successor (and the Administrator has given written notice thereof to the Indenture Trustee), (ii) the Seller or the Administrator or the Indenture Trustee at its option advises each other such party in writing that it elects to terminate the book-entry system through the Clearing Agency or (iii) after the occurrence of an Event of Default or a Servicer Default, owners of the Book-Entry Notes representing beneficial interests

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aggregating at least a majority of the Outstanding Amount of the Controlling Class of the Book-Entry Notes, advise the Indenture Trustee and the Clearing Agency in writing that the continuation of a book-entry system through the Clearing Agency or a successor thereto is no longer in the best interests of the Note Owners acting together as a single Class, then the Clearing Agency shall notify all Note Owners and the Indenture Trustee of the occurrence of such event and of the availability of Definitive Notes to Note Owners requesting the same. Upon surrender to the Indenture Trustee of the typewritten Notes representing the Book-Entry Notes by the Clearing Agency, accompanied by registration instructions, the Issuer shall execute and the Indenture Trustee shall authenticate the Definitive Notes in accordance with the instructions of the Clearing Agency. None of the Issuer, the Note Registrar or the Indenture Trustee shall be liable for any delay in delivery of such instructions and may conclusively rely on, and shall be protected in relying on, such instructions. Upon the issuance of Definitive Notes, the Indenture Trustee shall recognize the Holders of the Definitive Notes as Noteholders. None of the Indenture Trustee, Issuer or Administrator shall be liable for any inability to locate a qualified successor Clearing Agency. From and after the date of issuance of Definitive Notes, all notices to be given to Noteholders will be mailed thereto at their addresses of record in the Note Register as of the relevant Record Date. Such notices will be deemed to have been given as of the date of mailing.

SECTION 2.13 Tax Treatment. The Issuer has entered into this Indenture, and the Notes (other than the Retained Notes) will be issued with the intention that, for purposes of U.S. federal and state income tax, franchise tax, and any other tax measured in whole or in part by income, the Notes (other than the Retained Notes) will be classified as debt. The Issuer, by entering into this Indenture, and each Noteholder, by its acceptance of a Note (and each Note Owner by its acceptance of an interest in the applicable Book-Entry Note), agree to treat the Notes (other than the Retained Notes) for purposes of U.S. federal and state income tax, franchise tax and any other tax measured in whole or in part by income, as debt.

SECTION 2.14 Transfer Restrictions.

(a) As of the date of this Indenture, the Class B Notes have not been registered under the Securities Act and will not be listed on any exchange. Unless and until the Class B Notes have been sold pursuant to a transaction registered under the Securities Act, no transfer of the Class B Notes shall be made unless such transfer is made pursuant to an effective registration statement under the Securities Act and any applicable state securities laws or is exempt from the registration requirements under the Securities Act and such state securities laws. Except in a transfer pursuant to Rule 144A or a transfer to the Depositor or by the Depositor to an Affiliate thereof, in the event that a transfer is to be made in reliance upon an exemption from the Securities Act and state securities laws, in order to assure compliance with the Securities Act and such laws, the Noteholder desiring to effect such transfer and such Noteholder's prospective transferee shall each certify to the Issuer, the Indenture Trustee and the Depositor in writing the facts surrounding the transfer in substantially the forms set forth in Exhibit D (the "Transferor Certificate") and Exhibit E (the "Investment Letter"). Except in a transfer pursuant to Rule 144A or a transfer to the Depositor or by the Depositor to an Affiliate thereof, there shall also be delivered to the Issuer and the Indenture Trustee an Opinion of Counsel that such transfer may be made pursuant to an exemption from the Securities Act, which Opinion of Counsel shall not be an expense of the Issuer, the Owner Trustee or the Indenture Trustee (unless it is the transferee

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from whom such opinion is to be obtained) or of the Depositor or TMCC. The Depositor shall provide to any Noteholder and any prospective transferee designated by any such Noteholder information regarding the Class B Notes and the Receivables and such other information as shall be necessary to satisfy the condition to eligibility set forth in Rule 144A(d)(4) for transfer of any Class B Notes without registration thereof under the Securities Act pursuant to the registration exemption provided by Rule 144A. Each Noteholder desiring to effect such a transfer shall, and does hereby agree to, indemnify the Issuer, the Owner Trustee, the Indenture Trustee, the Depositor and TMCC (in any capacity) against any liability that may result if the transfer is not so exempt or is not made in accordance with federal and state securities laws.

(b) By directly or indirectly acquiring a Class B Note in a transaction pursuant to Rule 144A, each initial purchaser, transferee and owner of a beneficial interest will be deemed to represent, warrant and agree as follows:

(i) it understands that such Notes have not been registered under the Securities Act, and may not be sold except as permitted in the following sentence. It understands and agrees, on its own behalf and on behalf of any accounts for which it is acting as hereinafter stated, (x) that such Notes are being offered only in a transaction not involving any public offering within the meaning of the Securities Act and (y) that such Notes may be resold, pledged or transferred only (i) to the Depositor, (ii) to an "accredited investor" as defined in Rule 501(a)(1),(2),(3) or (7) of Regulation D under the Securities Act (an "Accredited Investor") acting for its own account (and not for the account of others) or as a fiduciary or agent for others (which others also are Accredited Investors unless the holder is a bank acting in its fiduciary capacity) that executes a certificate substantially in the form of the Investment Letter, (iii) so long as such Note is eligible for resale pursuant to Rule 144A under the Securities Act, to a person whom it reasonably believes after due inquiry is a "qualified institutional buyer" as defined in Rule 144A, acting for its own account (and not for the account of others) or as a fiduciary or agent for others (which others also are "qualified institutional buyers") to whom notice is given that the resale, pledge or transfer is being made in reliance on Rule 144A or (iv) in a sale, pledge or other transfer made in a transaction otherwise exempt from the registration requirements of the Securities Act, in which case the Indenture Trustee shall require that both the prospective transferor and the prospective transferee certify to the Indenture Trustee and the Depositor in writing the facts surrounding such transfer, which certification shall be in form and substance satisfactory to the Indenture Trustee and the Depositor. Except in the case of a transfer described in clauses (i) or (iii) above, the Indenture Trustee shall require that a written Opinion of Counsel (which will not be at the expense of the Depositor, any Affiliate of the Depositor or the Indenture Trustee), satisfactory to the Indenture Trustee and the Depositor, be delivered to the Indenture Trustee and the Depositor to the effect that such transfer will not violate the Securities Act, and will be effected in accordance with any applicable securities laws of each state of the United States. It will notify any purchaser of such Notes from it of the above resale restrictions, if then applicable. It further understands that in connection with any transfer of such Notes by it that the Indenture Trustee and the Depositor may request, and if so requested it will furnish, such certificates and other information as they may reasonably require to confirm that any such transfer complies with the foregoing restrictions;

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(ii) it is a "qualified institutional buyer" as defined under Rule 144A under the Securities Act and is acquiring such Notes for its own account (and not for the account of others) or as a fiduciary or agent for others (which others also are "qualified institutional buyers"). It is familiar with Rule 144A under the Securities Act and is aware that the seller of such Notes and other parties intend to rely on the foregoing representations, warranties and acknowledgements and the exemption from the registration requirements of the Securities Act provided by Rule 144A;

(iii) it understands that the Issuer, the Indenture Trustee, the Depositor and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements, and it agrees that if any of the acknowledgments, representations and warranties deemed to have been made by it by its purchase of such Notes, for its own account or for one or more accounts as to each of which it exercises sole investment discretion, are no longer accurate, it shall promptly notify the Depositor; and

(iv) the Issuer, the Indenture Trustee and the Depositor are entitled to rely upon the foregoing representations, warranties and acknowledgements and are irrevocably authorized to produce the foregoing representations, warranties and acknowledgments or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

(c) (i) Any sale, pledge or transfer of a Class B Note may only be made to a Person who is a United States person (within the meaning of Section 7701(a)(30) of the Code) and no Class B Notes may be acquired with the assets of any Plan; and (ii) no sale, pledge, or transfer of a Class B Note shall be made (1) to any one person in a denomination less than $469,000 (or such other amount as the Depositor may determine in order to prevent the Issuer from being treated as a "publicly traded partnership" under Section 7704 of the Code) and integral multiples of $1,000 in excess thereof or (2) to a Special Pass-Through Entity (as defined below), in each case under this clause (ii), unless (A) an Opinion of Counsel satisfactory to the Indenture Trustee and the Depositor that such sale, pledge, or transfer shall not cause the Issuer to be treated as an association (or publicly traded partnership) taxable as a corporation for U.S. federal income tax purposes shall have been delivered to the Indenture Trustee and the Depositor and (B) the Depositor shall have provided prior written approval; provided, however, that the restrictions in clauses (i) and (ii) above shall not continue to apply to such Class B Notes (covered by the opinion described in this clause) in the event counsel satisfactory to the Indenture Trustee and the Depositor has rendered an Opinion of Counsel, with respect to the sale, pledge or transfer by the Depositor or an Affiliate thereof, to the effect that the Class B Notes to be sold, pledged, or transferred will be classified as debt for U.S. federal income tax purposes. Any transferee, other than the Depositor or an Affiliate thereof, acquiring a Class B Note or an interest therein shall be deemed to have made the representations set forth on the Class B Note (as set forth on Exhibit A-3). Any attempted sale, pledge or other transfer in contravention of this Section 2.14(c) will be void ab initio and the purported transferor will continue to be treated as the owner of the Class B Note.

For the purposes of this Section 2.14(c), "Special Pass-Through Entity" means a grantor trust, S corporation, or partnership (as determined, in each case, for U.S. federal income tax purposes) where more than 50% of the value of any beneficial owner's interest in such pass

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through entity is attributable to the pass-through entity's interest in the Class B Notes or the Certificates.

ARTICLE III

Covenants

SECTION 3.01 Payments to Noteholders, Certificateholder, Servicer and Seller; Determination of SOFR; Benchmark Replacement.

(a) In accordance with the terms of this Indenture, the Issuer will duly and punctually (i) pay the principal of and interest, if any, on the Notes in accordance with the terms of the Notes, (ii) pay amounts due in respect of the Certificate in accordance with the terms of the Certificate (on a pro rata basis, based on the Percentage Interests (as defined in the Trust Agreement) thereof, if there is more than one Certificateholder), and (iii) release from the Collection Account all other amounts distributable or payable from the Trust Estate (including distributions to be made to the Certificateholder on any Payment Date) under the Trust Agreement, Sale and Servicing Agreement and Administration Agreement. Without limiting the foregoing, and in order to fulfill such obligations, pursuant to Sections 8.02 and 8.04 hereof, the Issuer will cause the Servicer to direct the Indenture Trustee to apply all amounts on deposit in the Collection Account and Reserve Account on a Payment Date deposited therein pursuant to the Sale and Servicing Agreement: (i) (a) for the benefit of the Class A-1 Notes, to the Class A-1 Noteholders, (b) for the benefit of the Class A-2a Notes, to the Class A-2a Noteholders, (c) for the benefit of the Class A-2b Notes, to the Class A-2b Noteholders, (d) for the benefit of the Class A-3 Notes, to the Class A-3 Noteholders, (e) for the benefit of the Class A-4 Notes, to the Class A-4 Noteholders and (f) for the benefit of the Class B Notes, to the Class B Noteholders, in each case as set forth in Sections 5.06 and 5.07 of the Sale and Servicing Agreement; (ii) for the benefit of the Servicer, to or as directed by the Servicer pursuant to Section 5.06 of the Sale and Servicing Agreement; (iii) for the benefit of the Seller, to or as directed by the Seller or its designee, as applicable, pursuant to Section 5.07 of the Sale and Servicing Agreement; and (iv) for the benefit of the Certificateholder, to or as directed by the Owner Trustee or the Administrator, as set forth in Sections 5.06 of the Sale and Servicing Agreement. Amounts properly withheld under the Code by any Person from a payment to any Noteholder or the Certificateholder of interest and/or principal shall be considered as having been paid by the Issuer to such Noteholder or the Certificateholder for all purposes of this Indenture.

(b) So long as the Class A-2b Notes are Outstanding, the Paying Agent shall obtain SOFR in accordance with the definition of "SOFR Rate" on each SOFR Adjustment Date and shall promptly provide such rate to the Administrator or such person as directed by the Administrator. All determinations of the SOFR Rate by the Paying Agent, in the absence of manifest error, will be conclusive and binding on the Noteholders.

(c) If the Administrator determines prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the determination of the then-current Benchmark, the Benchmark Replacement determined by the Administrator will replace the then-current Benchmark for all purposes relating to the Class

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A-2b Notes in respect of such determination on such date and all such determinations on all subsequent dates. The Administrator shall deliver written notice to each Rating Agency and the Paying Agent on any SOFR Adjustment Date if, as of the applicable Reference Time, the Administrator has determined with respect to the related Interest Period that there will be a change in the SOFR Rate or the terms related thereto since the immediately preceding SOFR Adjustment Date due to a determination by the Administrator that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred. The Administrator shall have the right to make SOFR Adjustment Conforming Changes and, in connection with the implementation of a Benchmark Replacement, Benchmark Replacement Conforming Changes, from time to time.

(d) All percentages resulting from any calculation on the Class A-2b Notes shall be rounded to the nearest one hundred-thousandth of a percentage point, with five-millionths of a percentage point rounded upwards (e.g., 9.8765445% (or 0.098765445) would be rounded to 9.87655% (or 0.0987655)), and all dollar amounts used in or resulting from that calculation on the Class A-2b Notes will be rounded to the nearest cent (with one-half cent being rounded upwards).

(e) Any determination, decision or election that may be made by the Administrator or any other Person in connection with a Benchmark Transition Event, a Benchmark Replacement Conforming Change or a Benchmark Replacement pursuant to this Section 3.01 (or pursuant to any capitalized term used in this Section 3.01 or in any such capitalized term), including any determination with respect to administrative feasibility (whether due to technical, administrative or operational issues), a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error, may be made in the Administrator's sole discretion, and, notwithstanding anything to the contrary in the Basic Documents, will become effective without the consent of any other Person (including any Noteholder). The Class A-2b Noteholders shall not have any right to approve or disapprove of these changes and shall be deemed by their acceptance of a Note to have agreed to waive and release any and all claims relating to any such determinations. Notwithstanding anything to the contrary in the Basic Documents, none of the Issuer, the Owner Trustee, the Indenture Trustee, the Administrator, the Paying Agent, the Sponsor, the Depositor or the Servicer will have any liability for any action or inaction taken or refrained from being taken by it with respect to any Benchmark, Benchmark Transition Event, Benchmark Replacement Date, Benchmark Replacement, Benchmark Replacement Adjustment, Benchmark Replacement Conforming Changes or any other matters related to or arising in connection with the foregoing. Each Noteholder and beneficial owner of Notes, by its acceptance of a Note or a beneficial interest in a Note, will be deemed to waive and release any and all claims against the Issuer, the Owner Trustee, the Indenture Trustee, the Paying Agent, the Administrator, the Sponsor, the Depositor and the Servicer relating to any such determinations.

(f) None of the Indenture Trustee, the Owner Trustee or the Paying Agent shall be under any obligation (i) to monitor, determine or verify the unavailability or cessation of SOFR, the Benchmark or Benchmark Replacement or whether or when there has occurred, or to give notice to any other transaction party of the occurrence of, any Benchmark Transition Event or Benchmark Replacement Date, (ii) to select, determine or designate any Benchmark

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Replacement, or other successor or replacement benchmark index or whether any conditions to the designation of such a rate have been satisfied, (iii) to select, determine or designate any Benchmark Replacement Adjustment, or Unadjusted Benchmark Replacement, or other modifier to any replacement or successor index, or (iv) to determine whether or what Benchmark Replacement Conforming Changes are necessary or advisable, if any, in connection with any of the foregoing.

(g) None of the Indenture Trustee, the Owner Trustee or the Paying Agent shall be liable for any inability, failure or delay on its part to perform any of its duties set forth in this Indenture or any other Basic Document as a result of the unavailability of SOFR (or other applicable Benchmark) and the absence of the designated Benchmark Replacement, including as a result of any inability, delay, error or inaccuracy on the part of any other transaction party, including without limitation the Servicer or Administrator (on behalf of the Trust), in providing any direction, instruction, notice or information required or contemplated by the terms of this Indenture and the other Basic Documents and reasonably required for the performance of such duties.

(h) (i) In no event shall (x) the Indenture Trustee and the Paying Agent be responsible for determining the SOFR Rate or any substitute for SOFR if such rate does not appear on the FRBNY's Website or on a comparable system as is customarily used to quote SOFR or such substitute for SOFR, (y) the Owner Trustee be responsible for determining the SOFR Rate or any substitute for SOFR, or (z) the Indenture Trustee, the Paying Agent and the Owner Trustee be responsible for making any decision or election in connection with a Benchmark Transition Event or a Benchmark Replacement as described above, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event and (ii) in connection with any of the matters referenced in clause (i) of this sentence, the Indenture Trustee, the Paying Agent and the Owner Trustee shall be entitled to conclusively rely on any determinations made by the Administrator (on behalf of the Issuer), as applicable, in regards to such matters and shall have no liability for such actions taken at the direction of the Administrator (on behalf of the Issuer).

SECTION 3.02 Maintenance of Office or Agency. The Issuer will maintain in the Borough of Manhattan, the City of New York, an office or agency where Notes may be surrendered for registration of transfer or exchange. The Issuer hereby initially appoints the Indenture Trustee to serve as its agent for the foregoing purposes. Notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be served in accordance with Section 11.04. The Issuer will give prompt written notice to the Indenture Trustee of the location, and of any change in the location, of any such office or agency. If at any time the Issuer shall fail to maintain any such office or agency or shall fail to furnish the Indenture Trustee with the address thereof, such surrenders may be made or served at the Corporate Trust Office, and the Issuer hereby appoints the Indenture Trustee as its agent to receive all such surrenders.

SECTION 3.03 Money for Payments to Be Held in Trust. All payments of amounts due and payable with respect to any Notes or the Certificate that are to be made from amounts withdrawn from the Collection Account or Reserve Account, pursuant to Sections 2.07, 3.01, 4.02 and 4.03 shall be made on behalf of the Issuer by the Indenture Trustee or by a Paying

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Agent, and no amounts so withdrawn from such accounts for payments of Notes or the Certificate shall be paid over to the Issuer, the Owner Trustee or the Administrator except as provided in this Section.

On or prior to 11:00 a.m. New York time on each Payment Date, the Issuer shall deposit in the Collection Account or, in accordance with the Sale and Servicing Agreement, cause to be deposited (including by the provision of instructions to the Indenture Trustee to make any required withdrawals from the Reserve Account and to deposit such amounts in the Collection Account) to the extent of funds available therefor, an aggregate sum sufficient to pay the amounts then becoming due under the Notes and the Certificate, such sum to be held in trust for the benefit of the Persons entitled thereto, and (unless the Paying Agent is the Indenture Trustee) shall promptly notify the Indenture Trustee of its action or failure so to act.

The Indenture Trustee, as Paying Agent, hereby agrees with the Issuer that it will, and the Issuer will cause each Paying Agent other than the Indenture Trustee, as a condition to its acceptance of its appointment as Paying Agent, to execute and deliver to the Indenture Trustee an instrument in which such Paying Agent shall agree with the Indenture Trustee, subject to the provisions of this Section, that such Paying Agent will:

(a) hold all sums held by it for the payment of amounts due with respect to the Notes, the Certificate, or for release to the Issuer for payment to the Certificateholder in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided and pay or release such sums to such Persons as herein provided;

(b) give the Indenture Trustee notice of any default by the Issuer (or any other obligor upon the Notes) of which it has actual knowledge in the making of any payment required to be made with respect to the Notes or the release of any amounts to the Issuer to be paid to the Certificateholder;

(c) at any time during the continuance of any such default, upon the written request of the Indenture Trustee, forthwith pay to the Indenture Trustee all sums so held in trust by such Paying Agent;

(d) immediately resign as a Paying Agent and forthwith pay to the Indenture Trustee all sums held by it in trust for the payment of Notes (or for release to the Issuer) if at any time it ceases to meet the standards required to be met by a Paying Agent at the time of its appointment; and

(e) comply with all requirements of the Code with respect to the withholding from any payments made by it on any Notes, or the Certificate (or assisting the Issuer to withhold from payment to the Certificateholder) of any applicable withholding taxes imposed thereon and with respect to any applicable reporting requirements in connection therewith.

The Issuer may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, by Issuer Order direct any Paying Agent to pay to the Indenture Trustee all sums held in trust by such Paying Agent, such sums to be held by the Indenture Trustee upon the same trusts as those upon which the sums were held by such Paying

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Agent; and upon such payment by any Paying Agent to the Indenture Trustee, such Paying Agent shall be released from all further liability with respect to such money.

In the event that any Noteholder shall not surrender its Notes for retirement within six (6) months after the date specified in the written notice of final payment described in Section 2.07, the Indenture Trustee will give a second written notice to the registered Noteholders that have not surrendered their Notes for final payment and retirement. If within one year after such second notice any Notes have not been surrendered, the Indenture Trustee shall, at the expense and direction of the Issuer, cause to be published once, in a newspaper published in the English language, customarily published on each Business Day and of general circulation in the City of New York, notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than thirty (30) days from the date of such publication, any unclaimed balance of such money then remaining will be paid to California Special Olympics. The Indenture Trustee shall also adopt and employ, at the expense and direction of the Issuer, any other reasonable means of notification of such repayment specified by the Issuer or the Administrator.

SECTION 3.04 Existence. The Issuer will keep in full effect its existence, rights and franchises as a statutory trust under the laws of the State of Delaware (unless it becomes, or any successor Issuer hereunder is or becomes, organized under the laws of any other State or of the United States of America, in which case the Issuer will keep in full effect its existence, rights and franchises under the laws of such other jurisdiction) and will obtain and preserve its qualification to do business in each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of this Indenture, the Notes, the Collateral and each other instrument or agreement included in the Trust Estate.

SECTION 3.05 Protection of Trust Estate. The Issuer shall from time to time execute and deliver or file, as applicable, all such supplements and amendments hereto and all such financing statements, continuation statements, instruments of further assurance and other instruments, and will take such other action necessary or advisable to:

(a) maintain or preserve the lien and security interest (and the priority thereof) of this Indenture or carry out more effectively the purposes hereof;

(b) perfect, publish notice of or protect the validity of any Grant made or to be made by this Indenture;

(c) enforce any of the Collateral; or

(d) preserve and defend title to the Trust Estate and the rights of the Indenture Trustee and the Noteholders in such Trust Estate against the claims of all persons and parties.

The Issuer hereby designates the Indenture Trustee its agent and attorney-in-fact to execute any financing statement, continuation statement or other instrument required to be executed pursuant to this Section 3.05.

SECTION 3.06 Opinions as to Trust Estate.

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(a) On the Closing Date, the Issuer shall furnish, or cause to be furnished, to the Indenture Trustee an Opinion of Counsel either stating that, in the opinion of such counsel, such action has been taken with respect to the execution, recording and filing of this Indenture, any indentures supplemental hereto, any requisite financing statements and continuation statements and any other requisite documents necessary to perfect and make effective the lien and security interest of this Indenture or stating that, in the opinion of such counsel, no such action is necessary to make such lien and security interest effective.

(b) As and when specified in Section 10.02(h) of the Sale and Servicing Agreement, the Issuer shall furnish, or cause to be furnished, to the Indenture Trustee an Opinion of Counsel either stating that, in the opinion of such counsel, such action has been taken with respect to the execution, recording, filing or re-recording and refiling of this Indenture, any indentures supplemental hereto, any financing statements and continuation statements and any other requisite documents necessary to maintain the lien and security interest created by this Indenture or stating that in the opinion of such counsel no such action is necessary to maintain such lien and security interest. Such Opinion of Counsel shall also describe the execution, recording, filing or re-recording and refiling of this Indenture, any indentures supplemental hereto, any financing statements and continuation statements and any other documents that will, in the opinion of such counsel, be required to maintain the lien and security interest of this Indenture until the date in the following calendar year on which such Opinion of Counsel must again be delivered.

SECTION 3.07 Performance of Obligations; Servicing of Receivables.

(a) The Issuer will not take any action and will use its best efforts not to permit any action to be taken by others that would release any Person from any of such Person's material covenants or obligations under any instrument or agreement included in the Trust Estate or that would result in the amendment, hypothecation, subordination, termination or discharge of, or impair the validity or effectiveness of, any such instrument or agreement, except in each case as expressly provided in the Basic Documents.

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

(c) The Issuer will punctually perform and observe all of its obligations and agreements contained in the Basic Documents and in the instruments and agreements included in the Trust Estate, including but not limited to filing or causing to be filed all UCC financing statements and continuation statements required to be filed by the terms of the Trust Agreement, this Indenture and the Sale and Servicing Agreement in accordance with and within the time periods provided for herein and therein.

(d) If an Authorized Officer of the Issuer shall have actual knowledge of the occurrence of a Servicer Default under the Sale and Servicing Agreement, the Issuer shall promptly notify the Indenture Trustee in writing and shall specify in such notice the action, if

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any, the Issuer is taking with respect of such default, and the Indenture Trustee shall promptly notify the Administrator of such Servicer Default and proposed actions of the Issuer, and the Administrator shall provide such notice to the Rating Agencies. If a Servicer Default shall arise from the failure of the Servicer to perform any of its duties or obligations under the Sale and Servicing Agreement with respect to the Receivables, the Issuer shall take all reasonable steps available to it to remedy such failure.

(e) As promptly as possible after the giving of notice of termination to the Servicer of the Servicer's rights and powers pursuant to Section 8.01 of the Sale and Servicing Agreement, or if the Servicer resigns in accordance with Section 7.05 of the Sale and Servicing Agreement, the Indenture Trustee shall give prompt written notice of such event to the Noteholders and the Administrator and the Administrator shall provide such notice to the Rating Agencies. The Indenture Trustee shall act to appoint a successor servicer pursuant to Section 8.02 of the Sale and Servicing Agreement (any such successor servicer, a "Successor Servicer"). Any such Successor Servicer shall accept its appointment by a written assumption in a form acceptable to the Indenture Trustee. In the event that a Successor Servicer has not been appointed and accepted its appointment as set forth in Section 8.02 of the Sale and Servicing Agreement, the Indenture Trustee without further action shall automatically be appointed the Successor Servicer and shall thereafter be entitled to the Total Servicing Fee. Notwithstanding the above, the Indenture Trustee shall, if it shall be unwilling or legally unable so to act, appoint or petition a court of competent jurisdiction to appoint any established institution having a net worth of not less than $25,000,000 and whose regular business shall include the servicing of automobile and/or light-duty truck receivables, as the successor to the Servicer under the Sale and Servicing Agreement, in accordance with the provisions of Section 8.02 of the Sale and Servicing Agreement. Upon such appointment, the Indenture Trustee will be released from the duties and obligations of acting as Successor Servicer, such release effective upon the effective date of the servicing agreement entered into between the Successor Servicer and the Issuer.

In connection with any such appointment, the Indenture Trustee may make such arrangements for the compensation of such successor as it and such Successor Servicer shall agree, subject to the limitations set forth below and in the Sale and Servicing Agreement, and in accordance with Section 8.02 of the Sale and Servicing Agreement, the Issuer shall enter into an agreement with such successor for the servicing of the Receivables (such agreement to be in form and substance satisfactory to the Indenture Trustee). If the Indenture Trustee shall succeed to the Servicer's duties as servicer of the Receivables as provided herein, it shall do so in its individual capacity and not in its capacity as Indenture Trustee and, accordingly, the provisions of Article VI hereof shall be inapplicable to the Indenture Trustee in its duties as Successor Servicer and the servicing of the Receivables. In case the Indenture Trustee shall become the Successor Servicer, the Indenture Trustee shall be entitled to appoint a subservicer; provided, that the Indenture Trustee, in its capacity as Successor Servicer, shall remain fully liable for the actions and omissions of such subservicer.

(f) Without derogating from the absolute nature of the assignment granted to the Indenture Trustee under this Indenture or the rights of the Indenture Trustee hereunder, the Issuer agrees that it will not enter into any amendment, modification, supplement or waiver with respect to any Basic Document except in accordance with the terms of such Basic Document.

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SECTION 3.08 Negative Covenants. So long as any Notes are Outstanding, the Issuer shall not:

(a) except as expressly permitted by Basic Documents, sell, transfer, exchange or otherwise dispose of any of the properties or assets of the Issuer, including those included in the Trust Estate, unless directed to do so by the Indenture Trustee;

(b) claim any credit on, or make any deduction from the principal or interest payable in respect of, the Notes (other than amounts properly withheld from such payments under the Code) or assert any claim against any present or former Noteholder by reason of the payment of the taxes levied or assessed upon any part of the Trust Estate;

(c) except as may be expressly permitted hereby and by the Basic Documents, (A) permit the validity or effectiveness of this Indenture to be impaired, or permit the lien of this Indenture to be amended, hypothecated, subordinated, terminated or discharged, or permit any Person to be released from any covenants or obligations with respect to the Notes under this Indenture, (B) permit any lien, charge, excise, claim, security interest, mortgage or other encumbrance (other than the liens of this Indenture) to be created on or extend to or otherwise arise upon or burden the Trust Estate or any part thereof or any interest therein or the proceeds thereof (other than tax liens, mechanics' liens and other liens that arise by operation of law, in each case on any of the Financed Vehicles and arising solely as a result of an action or omission of the related Obligor), (C) permit the lien of this Indenture not to constitute a valid first priority (other than with respect to any such tax, mechanics' or other lien) security interest in the Trust Estate or (D) dissolve or liquidate in whole or in part; or

(d) assume or incur any indebtedness other than the Notes, or other than as expressly contemplated by this Indenture (in connection with the obligation to pay expenses from the Trust Estate) or by the Basic Documents as in effect on the date hereof.

SECTION 3.09 Annual Statement as to Compliance.

(a) The Issuer will cause the Servicer to deliver to the Indenture Trustee concurrently with its delivery thereof to the Issuer the annual statement of compliance described in Section 4.11 of the Sale and Servicing Agreement. In addition, on the same date annually upon which such annual statement of compliance is to be delivered by the Servicer, the Issuer shall deliver to the Indenture Trustee an Officer's Certificate stating, as to the Authorized Officer signing such Officer's Certificate, that:

(i) a review of the activities of the Issuer during such year and of its performance under this Indenture has been made under such Authorized Officer's supervision; and

(ii) to the best of such Authorized Officer's knowledge, based on such review, the Issuer has complied with all conditions and covenants under this Indenture throughout such year, or, if there has been a default in its compliance with any such condition or covenant, specifying each such default known to such Authorized Officer and the nature and status thereof.

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(b) On or before March 1st of each calendar year in which a Form 10-K is required to be filed on behalf of the Issuer, commencing in 2023, the Indenture Trustee shall deliver to the Issuer and the Administrator a report regarding the Indenture Trustee's assessment of compliance with the Servicing Criteria specified on Exhibit C hereto during the immediately preceding calendar year, accompanied by an attestation report by a registered public accounting firm, in each case as required under Rules 13a-18 and 15d-18 of the Exchange Act and Item 1122 of Regulation AB. Such report shall be addressed to the Issuer and signed by an authorized officer of the Indenture Trustee, and shall address each of the Servicing Criteria specified on a certification substantially in the form of Exhibit C hereto.

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SECTION 3.10 Issuer May Consolidate, etc., Only on Certain Terms.

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

(i) the Person (if other than the Issuer) formed by or surviving such consolidation or merger shall be a Person organized and existing under the laws of the United States of America or any State or the District of Columbia and shall expressly assume, by an indenture supplemental hereto, executed and delivered to the Indenture Trustee, in form satisfactory to the Indenture Trustee, the duty to make due and punctual payments of the principal of and interest on all Notes in accordance with the terms thereof and the performance or observance of every agreement and covenant of this Indenture on the part of the Issuer to be performed or observed, all as provided herein;

(ii) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing;

(iii) the Rating Agency Condition shall have been satisfied with respect to such transaction;

(iv) the Issuer shall have received an Opinion of Counsel (and shall have delivered copies thereof to the Indenture Trustee) to the effect that such transaction will not have any material adverse tax consequence to the Issuer, any Noteholder or any Certificateholder;

(v) any action that is necessary to maintain each lien and security interest created by the Trust Agreement, the Sale and Servicing Agreement or by this Indenture shall have been taken; and

(vi) the Issuer shall have delivered to the Indenture Trustee an Officer's Certificate and an Opinion of Counsel each stating that such consolidation or merger and any related supplemental indenture complies with this Section 3.10 and that all conditions precedent provided for in this Indenture relating to such transaction have been complied with (including any filing required by the Exchange Act).

(b) Except as expressly provided in this Indenture or in the Basic Documents, the Issuer shall not convey or transfer its properties or assets, including those included in the Trust Estate, to any Person, unless:

(i) the Person that acquires by conveyance or transfer such properties and assets of the Issuer shall (A) be a United States citizen or a Person organized and existing under the laws of the United States of America or any State or the District of Columbia, (B) expressly assume, by an indenture supplemental hereto, executed and delivered to the Indenture Trustee, in form satisfactory to the Indenture Trustee, the duty to make due and punctual payments of the principal of and interest on all Notes and the performance or observance of every agreement and covenant of this Indenture on the part of the Issuer to be performed or observed, all as provided herein, (C) expressly agrees by means of such supplemental indenture that all right, title and interest so conveyed or transferred shall be subject and subordinate to the rights of Holders of the Notes, (D) unless otherwise

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provided in such supplemental indenture, expressly agrees to indemnify, defend and hold harmless the Issuer, the Owner Trustee and the Indenture Trustee against and from any loss, liability or expense arising under or related to this Indenture and the Notes, and (E) expressly agrees by means of such supplemental indenture that such Person (or if a group of Persons, then one specified Person) shall make all filings that counsel satisfactory to such purchaser or transferee and the Indenture Trustee determines must be made with (1) the Commission (and any other appropriate Person) required by the Exchange Act or the appropriate authorities in any State in which the Notes have been sold pursuant to any qualification or exemption under the securities or "blue sky" laws of such State, in connection with the Notes or (2) the Internal Revenue Service or the relevant state or local taxing authorities of any jurisdiction;

(ii) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing;

(iii) the Rating Agency Condition shall have been satisfied with respect to such transaction;

(iv) the Issuer shall have received an Opinion of Counsel (and shall have delivered copies thereof to the Indenture Trustee) to the effect that such transaction will not have any material adverse tax consequence to the Issuer, any Noteholder or any Certificateholder;

(v) any action that is necessary to maintain each lien and security interest created by the Trust Agreement, the Sale and Servicing Agreement or by this Indenture shall have been taken; and

(vi) the Issuer shall have delivered to the Indenture Trustee an Officer's Certificate and an Opinion of Counsel each stating that such conveyance or transfer and such supplemental indenture comply with this Section 3.10 and that all conditions precedent herein provided for relating to such transaction have been complied with (including any filing required by the Exchange Act).

SECTION 3.11 Successor or Transferee.

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

(b) Upon a conveyance or transfer of all the assets and properties of the Issuer pursuant to Section 3.10(b), Toyota Auto Receivables 2022-C Owner Trust will be released from every covenant and agreement of this Indenture to be observed or performed on the part of the Issuer with respect to the Notes immediately upon the delivery of written notice to the Indenture Trustee stating that Toyota Auto Receivables 2022-C Owner Trust is to be so released.

SECTION 3.12 No Other Business. Unless and until the Issuer shall have been released from its duties and obligations hereunder, the Issuer shall not engage in any business other than

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financing, purchasing, owning, selling and managing the Receivables in the manner contemplated by the Basic Documents and activities incidental thereto.

SECTION 3.13 No Borrowing. Unless and until the Issuer shall have been released from its duties and obligations hereunder, the Issuer shall not issue, incur, assume, guarantee or otherwise become liable, directly or indirectly, for any indebtedness except for the Notes or other obligations permitted hereunder (including the obligation to pay expenses from the Trust Estate) or under another Basic Document (including indemnification expenses of the Issuer and certain fees and expenses of the Servicer and the Administrator).

SECTION 3.14 Servicer's Notice Obligations. The Issuer shall cause the Servicer to comply with all of its duties and obligations with respect to the preparation of reports, the delivery of Officer's Certificates and Opinions of Counsel and the giving of instructions and notices under the Sale and Servicing Agreement (including, but not limited to, under Sections 3.02, 4.08, 4.10, 4.11, 4.12, 4.15, 5.09 and Article IX thereof).

SECTION 3.15 Guarantees, Loans, Advances and Other Liabilities. Unless and until the Issuer shall have been released from its duties and obligations hereunder, except as contemplated by the Sale and Servicing Agreement, this Indenture or the other Basic Documents, the Issuer shall not make any loan or advance or credit to, or guarantee (directly or indirectly or by an instrument having the effect of assuring another's payment or performance on any obligation or capability of so doing or otherwise), endorse or otherwise become contingently liable, directly or indirectly, in connection with the obligations, stocks or dividends of, or own, purchase, repurchase or acquire (or agree contingently to do so) any stock, obligations, assets or securities of, or any other interest in, or make any capital contribution to, any other Person.

SECTION 3.16 Capital Expenditures. Unless and until the Issuer shall have been released from its duties and obligations hereunder, the Issuer shall not make any expenditure (by long-term or operating lease or otherwise) for capital assets (either realty or personalty).

SECTION 3.17 Removal of Administrator. So long as any Notes are Outstanding, the Issuer shall not remove the Administrator without cause unless so instructed by the Owner Trustee or the Indenture Trustee and unless the Rating Agency Condition shall have been satisfied with respect to such removal.

SECTION 3.18 Restricted Payments. The Issuer shall not, directly or indirectly, (i) pay any dividend or make any distribution (by reduction of capital or otherwise), whether in cash, property, securities or a combination thereof, to the Servicer, the Owner Trustee or the Certificateholder or otherwise with respect to any ownership or equity interest or security in or of the Issuer, (ii) redeem, purchase, retire or otherwise acquire for value any such ownership or equity interest or security or (iii) set aside or otherwise segregate any amounts for any such purpose; provided, however, that the Issuer may make, or cause to be made, distributions or payments to the Servicer, the Owner Trustee and the Certificateholder as contemplated by, and to the extent funds are available for such purpose under, the Basic Documents. The Issuer will not, directly or indirectly, make payments to or distributions from the Collection Account except in accordance with the Basic Documents.

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SECTION 3.19 Notice of Events of Default. The Issuer shall give the Indenture Trustee and the Rating Agencies prompt written notice of each Event of Default hereunder, each default on the part of the Servicer or the Seller of its obligations under the Sale and Servicing Agreement and each default on the part of TMCC of its obligations under the Receivables Purchase Agreement. The Indenture Trustee shall notify each Noteholder of record in writing of any Event of Default promptly upon a Trust Officer obtaining actual knowledge thereof. Such notices will be provided in accordance with Section 2.11 or 2.12, as applicable.

SECTION 3.20 Further Instruments and Actions. Upon request of the Indenture Trustee, the Issuer will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this Indenture.

SECTION 3.21 Perfection Representations, Warranties and Covenants.

(a) The representations, warranties and covenants set forth in Schedule I hereto shall be a part of this Indenture for all purposes.

Notwithstanding any other provision of this Indenture or any other Basic Document, the representations, warranties and covenants contained in Schedule I hereto shall be continuing, and remain in full force and effect until such time as all obligations under this Indenture have been finally and fully paid and performed.

(b) The parties to this Indenture: (i) shall not waive any of the representations, warranties and covenants contained in Schedule I hereto; (ii) shall provide each other party hereto and the Administrator with prompt written notice of any material breach of the representations, warranties and covenants contained in Schedule I hereto and (iii) shall not waive a breach of any of the representations, warranties and covenants contained in Schedule I hereto.

ARTICLE IV

Satisfaction and Discharge

SECTION 4.01 Satisfaction and Discharge of Indenture. This Indenture shall cease to be of further effect with respect to the Notes except as to (i) rights of registration of transfer and exchange, (ii) substitution of mutilated, destroyed, lost or stolen Notes, (iii) rights of Noteholders to receive payments of principal thereof and interest thereon, (iv) Section 3.03, (v) the rights, obligations and immunities of the Indenture Trustee hereunder (including the rights of the Indenture Trustee under Section 6.07 and the obligations of the Indenture Trustee under Sections 3.03 and 4.02), and (vi) the rights of Noteholders and the Certificateholder as beneficiaries hereof with respect to the property so deposited with the Indenture Trustee payable to all or any of them, and the Indenture Trustee, on demand of and at the expense of the Issuer, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture with respect to the Notes, when:

(a) either (1) all Notes theretofore authenticated and delivered (other than Notes that have been destroyed, lost or stolen and that have been replaced or paid as provided in Section

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2.05 and Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from such trust, as provided in Section 3.03) have been delivered to the Indenture Trustee for cancellation or (2) all Notes not theretofore delivered to the Indenture Trustee for cancellation have become due and payable or will become due and payable within one year (either because the Class B Final Scheduled Payment Date is within one year or because the Indenture Trustee has received written notice of the exercise of the option granted pursuant to Section 9.01 of the Sale and Servicing Agreement) and the Issuer has irrevocably deposited or caused to be irrevocably deposited with the Indenture Trustee, at least one (1) Business Day prior to the date such amounts are payable, cash or direct obligations of or obligations guaranteed by the United States of America (which will mature prior to the date such amounts are payable), in trust for such purpose, in an amount sufficient to pay and discharge the entire indebtedness on such Notes not theretofore delivered to the Indenture Trustee for cancellation when due;

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

(c) the Issuer has delivered to the Indenture Trustee an Officer's Certificate, (if required by the TIA or the Indenture Trustee) an Opinion of Counsel and (if required by the TIA) an Independent Certificate from a firm of certified public accountants, each meeting the applicable requirements of Section 11.01 and, subject to Section 11.02, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture have been complied with.

SECTION 4.02 Application of Trust Money. All moneys deposited with the Indenture Trustee pursuant to Section 4.01 hereof shall be held in trust and (a) applied by it in accordance with the provisions of the Notes, the Sale and Servicing Agreement and this Indenture to the payment, either directly or through any Paying Agent, as the Indenture Trustee may determine, to the Holders of the particular Notes for the payment of which such moneys have been deposited with the Indenture Trustee, of all sums due and to become due thereon for principal and interest, or (b) released to the Issuer for distribution to the Certificateholder or application pursuant to the Trust Agreement or Sale and Servicing Agreement; but such moneys need not be segregated from other funds except to the extent required herein or in the Sale and Servicing Agreement or required by law.

SECTION 4.03 Repayment of Moneys Held by Paying Agent. In connection with the satisfaction and discharge of this Indenture with respect to the Notes, all moneys then held by any Paying Agent other than the Indenture Trustee under the provisions of this Indenture with respect to such Notes shall, upon demand of the Issuer, be paid to the Indenture Trustee to be held and applied according to Section 3.03 or 4.02 and thereupon such Paying Agent shall be released from all further liability with respect to such moneys.

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ARTICLE V

Remedies

SECTION 5.01 Events of Default. "Event of Default," wherever used herein, means any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the payment of any interest on any Note of the Controlling Class when the same becomes due and payable, and such default shall continue for a period of five (5) Business Days; or

(b) default in the payment of the principal of any Note on the applicable Final Scheduled Payment Date or Redemption Date; or

(c) default in the observance or performance of any covenant or agreement of the Issuer made in this Indenture (other than a covenant or agreement, a default in the observance or performance of which is elsewhere in this Section specifically dealt with), which materially and adversely affects the interests of the Noteholders, and such failure shall continue or not be cured for a period of ninety (90) days after there shall have been given, by registered or certified mail, to the Issuer by the Indenture Trustee or to the Issuer and the Indenture Trustee by the Holders of at least a majority of the Outstanding Amount of the Notes of the Controlling Class, acting together as a single Class, a written notice specifying such default and requiring it to be remedied and stating that such notice is a notice of Default hereunder; or

(d) any representation or warranty of the Issuer made in this Indenture or in any certificate or other writing delivered pursuant hereto or in connection herewith shall prove to have been incorrect in any material respect as of the time when the same shall have been made, which materially and adversely affects the interests of the Noteholders, and such default shall continue or not be cured, or the circumstance or condition in respect of which such misrepresentation or warranty was incorrect shall not have been eliminated or otherwise cured, for a period of sixty (60) days after there shall have been given, by registered or certified mail, to the Issuer by the Indenture Trustee or to the Issuer and the Indenture Trustee by the Holders of at least a majority of the Outstanding Amount of the Notes of the Controlling Class, acting together as a single Class, a written notice specifying such incorrect representation or warranty and requiring it to be remedied and stating that such notice is a notice of Default hereunder; or

(e) the filing of a decree or order for relief by a court having jurisdiction in the premises in respect of the Issuer or any substantial part of the Trust Estate in an involuntary case under any applicable federal or state bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Issuer or for any substantial part of the Trust Estate, or ordering the winding-up or liquidation of the Issuer's affairs, and such decree or order shall remain unstayed and in effect for a period of ninety (90) consecutive days; or

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(f) the commencement by the Issuer of a voluntary case under any applicable federal or state bankruptcy, insolvency or other similar law now or hereafter in effect, or the consent by the Issuer to the entry of an order for relief in an involuntary case under any such law, or the consent by the Issuer to the appointment or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Issuer or for any substantial part of the Trust Estate, or the making by the Issuer of any general assignment for the benefit of creditors, or the failure by the Issuer generally to pay its debts as such debts become due, or the taking of any action by the Issuer in furtherance of any of the foregoing;

provided, however, that (A) if any delay or failure of performance referred to in clause (a) above shall have been caused by force majeure or other similar occurrences, the five (5) Business Day grace period referred to in such clause (a) shall be extended for an additional thirty (30) calendar days, (B) if any delay or failure of performance referred to in clause (b) above shall have been caused by force majeure or other similar occurrences, such failure or delay shall not constitute an Event of Default for an additional thirty (30) calendar days, (C) if any delay or failure of performance referred to in clause (c) above shall have been caused by force majeure or other similar occurrences, the ninety (90) day grace period referred to in such clause (c) shall be extended for an additional thirty (30) calendar days and (D) if any delay or failure of performance referred to in clause (d) above shall have been caused by force majeure or other similar occurrences, the sixty (60) day grace period referred to in such clause (d) shall be extended for an additional thirty (30) calendar days.

For purposes of determining whether an Event of Default pursuant to Section 5.01(b) has occurred on the Final Scheduled Payment Date for a Class of Notes, (i) the Class A-1 Notes are required to be paid in full on or before the Class A-1 Final Scheduled Payment Date, meaning that Holders of Class A-1 Notes are entitled to have received on or before such date payments in respect of principal in an aggregate amount equal to the Class A-1 Initial Principal Balance together with all interest accrued thereon through such date; (ii) the Class A-2a Notes are required to be paid in full on or before the Class A-2a Final Scheduled Payment Date, meaning that Holders of Class A-2a Notes are entitled to have received on or before such date payments in respect of principal in an aggregate amount equal to the Class A-2a Initial Principal Balance together with all interest accrued thereon through such date; (iii) the Class A-2b Notes are required to be paid in full on or before the Class A-2b Final Scheduled Payment Date, meaning that Holders of Class A-2b Notes are entitled to have received on or before such date payments in respect of principal in an aggregate amount equal to the Class A-2b Initial Principal Balance together with all interest accrued thereon through such date; (iv) the Class A-3 Notes are required to be paid in full on or before the Class A-3 Final Scheduled Payment Date, meaning that Holders of Class A-3 Notes are entitled to have received on or before such date payments in respect of principal in an aggregate amount equal to the Class A-3 Initial Principal Balance together with all interest accrued thereon through such date; (v) the Class A-4 Notes are required to be paid in full on or before the Class A-4 Final Scheduled Payment Date, meaning that Holders of Class A-4 Notes are entitled to have received on or before such date payments in respect of principal in an aggregate amount equal to the Class A-4 Initial Principal Balance together with all interest accrued thereon through such date; and (vi) the Class B Notes are required to be paid in full on or before the Class B Final Scheduled Payment Date, meaning that Holders of Class B Notes are entitled to have received on or before such date payments in

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respect of principal in an aggregate amount equal to the Class B Initial Principal Balance together with all interest accrued thereon through such date.

The Issuer shall deliver to the Indenture Trustee, within five (5) days after the occurrence thereof, written notice in the form of an Officer's Certificate of any Default which with the giving of notice or the lapse of time would become an Event of Default under clause (c), the status of such Default and any action the Issuer is taking or proposes to take with respect thereto.

SECTION 5.02 Acceleration of Maturity; Rescission and Annulment. If an Event of Default should occur and be continuing, then and in every such case the Indenture Trustee or the Holders of at least a majority of the Outstanding Amount of the Notes of the Controlling Class, acting together as a single Class, may, without the consent of the Certificateholder, declare all the Notes to be immediately due and payable, by a notice in writing to the Issuer (and to the Indenture Trustee if given by Noteholders), and upon any such declaration the unpaid principal amount of such Notes, together with accrued and unpaid interest thereon through the date of acceleration, shall become immediately due and payable.

At any time after such declaration of acceleration of maturity has been made and before a judgment or decree for payment of the money due has been obtained by the Indenture Trustee as hereinafter in this Article V provided, the Holders of Notes representing at least a majority of the Outstanding Amount of the Notes of the Controlling Class, acting together as a single Class, without the consent of the Certificateholder, in each case, by written notice to the Issuer and the Indenture Trustee, may rescind and annul such declaration and its consequences if:

(a) the Issuer has paid or deposited with the Indenture Trustee a sum sufficient to pay:

(i) all payments of principal of and interest on the respective Class of Notes and all other amounts that would then be due hereunder or in accordance with the terms of the Notes if the Event of Default giving rise to such acceleration had not occurred; and

(ii) all sums paid or advanced by the Indenture Trustee hereunder or by the Owner Trustee under the Trust Agreement and the reasonable compensation, expenses, disbursements and advances of the Indenture Trustee and the Owner Trustee and their respective agents and counsel; and

(b) all Events of Default, other than the nonpayment of the principal of or interest on the Notes that has become due solely by such acceleration, have been cured or waived as provided in Section 5.12.

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

SECTION 5.03 Collection of Indebtedness and Suits for Enforcement by Indenture Trustee.

(a) The Issuer covenants that if (i) Default is made in the payment of any interest on any Note of the Controlling Class, so long as any amounts remain unpaid with respect to such

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Controlling Class of Notes, when the same becomes due and payable, and such default continues for a period of five (5) Business Days, or (ii) default is made in the payment of the principal of or any installment of the principal of any Note when the same becomes due and payable (as described in the penultimate paragraph of Section 5.01 hereof), the Issuer will, upon demand of the Indenture Trustee, pay to the Indenture Trustee, for the benefit of the Holders of the Notes, the whole amount then due and payable on such Class of Notes for principal and interest, with interest upon the overdue principal and, to the extent payment at such rate of interest shall be legally enforceable, upon overdue installments of interest at the rate borne by the Notes and in addition thereto such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Indenture Trustee and its agents and counsel.

(b) In case the Issuer shall fail forthwith to pay such amounts upon such demand, the Indenture Trustee, in its own name and as trustee of an express trust, may institute a Proceeding for the collection of the sums so due and unpaid, and may prosecute such Proceeding to judgment or final decree, and may enforce the same against the Issuer or other obligor upon such Notes and collect in the manner provided by law out of the property of the Issuer or other obligor upon such Notes, wherever situated, the moneys adjudged or decreed to be payable.

(c) If an Event of Default occurs and is continuing, the Indenture Trustee may, as more particularly provided in Section 5.04, in its discretion, proceed to protect and enforce its rights and the rights of the Noteholders and, incidentally thereto, the Certificateholder, by such appropriate Proceedings as the Indenture Trustee shall deem most effective to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy or legal or equitable right vested in the Indenture Trustee by this Indenture or by law.

(d) In case there shall be pending, relative to the Issuer or any other obligor upon the Notes or any Person having or claiming an ownership interest in the Trust Estate, Proceedings under Title 11 of the United States Code or any other applicable federal or state bankruptcy, insolvency or other similar law, or in case a receiver, assignee or trustee in bankruptcy or reorganization, liquidator, sequestrator or similar official shall have been appointed for or taken possession of the Issuer or its property or such other obligor or Person, or in case of any other comparable judicial Proceedings relative to the Issuer or other obligor upon the Notes, or to the creditors or property of the Issuer or such other obligor, then, irrespective of whether the principal of any Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Indenture Trustee shall have made any demand pursuant to the provisions of this Section, the Indenture Trustee shall be entitled and empowered, by intervention in such Proceedings or otherwise:

(i) to file and prove a claim or claims for the whole amount of principal and interest owing and unpaid in respect of the Notes and distributions unpaid in respect of the Certificate, and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Indenture Trustee (including any claim for reasonable compensation to the Indenture Trustee and each predecessor Indenture Trustee, and their respective agents, attorneys and counsel, and for reimbursement of all

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expenses and liabilities incurred, and all advances made, by the Indenture Trustee and each predecessor Indenture Trustee, except as a result of negligence or bad faith) and of the Noteholders and the Certificateholder allowed in such Proceedings;

(ii) unless prohibited by applicable law and regulations, to vote on behalf of the Holders of Notes in any election of a trustee, a standby trustee or Person performing similar functions in any such Proceedings;

(iii) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute all amounts received with respect to the claims of the Noteholders or the Certificateholder and of the Indenture Trustee on their behalf; and

(iv) to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Indenture Trustee, the Holders of Notes allowed in any judicial proceedings relative to the Issuer, its creditors and its property; and any trustee, receiver, liquidator, custodian or other similar official in any such Proceeding is hereby authorized by each of such Noteholders to make payments to the Indenture Trustee and, in the event that the Indenture Trustee shall consent to the making of payments directly to such Noteholders, to pay to the Indenture Trustee such amounts as shall be sufficient to cover reasonable compensation to the Indenture Trustee, each predecessor Indenture Trustee and their respective agents, attorneys and counsel, and all other expenses and liabilities incurred, and all advances made, by the Indenture Trustee and each predecessor Indenture Trustee except as a result of negligence or bad faith.

(e) Nothing herein contained shall be deemed to authorize the Indenture Trustee to authorize or consent to or vote for or accept or adopt on behalf of any Noteholder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof or to authorize the Indenture Trustee to vote in respect of the claim of any Noteholder in any such proceeding except, as aforesaid, to vote for the election of a trustee in bankruptcy or similar Person.

(f) All rights of action and of asserting claims under this Indenture, or under any of the Notes, may be enforced by the Indenture Trustee without the possession of any of the Notes or the production thereof in any trial or other Proceedings relative thereto, and any such action or Proceedings instituted by the Indenture Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment, subject to the payment of the expenses, disbursements and compensation of the Indenture Trustee, each predecessor Indenture Trustee and their respective agents and attorneys, shall be for the ratable benefit of the Holders of the Notes and, incidentally thereto, for the benefit of the Certificateholder.

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

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SECTION 5.04 Remedies; Priorities.

(a) If an Event of Default under Section 5.01 shall have occurred and be continuing which results in the acceleration of the Notes (whether or not the Trust Estate is sold in one or more public or private sales as provided in Section 5.04(b)(iv)), and unless and until such acceleration has been rescinded, the Indenture Trustee will make payments on the Notes and the Certificate as set forth in Section 5.06(c) of the Sale and Servicing Agreement, rather than pursuant to Section 5.06(b) of the Sale and Servicing Agreement.

(b) In accordance with Section 5.03, if an Event of Default shall have occurred and be continuing, the Indenture Trustee may do one or more of the following (subject to Section 5.05):

(i) institute Proceedings in its own name and as trustee of an express trust for the collection of all amounts then payable on the Notes, or under this Indenture with respect thereto, whether by declaration or otherwise, enforce any judgment obtained, and collect from the Issuer and any other obligor upon such Notes moneys adjudged due;

(ii) institute Proceedings from time to time for the complete or partial foreclosure of this Indenture with respect to the Trust Estate;

(iii) exercise any remedies of a secured party under the UCC and take any other appropriate action to protect and enforce the rights and remedies of the Indenture Trustee and the Noteholders; and

(iv) sell the Trust Estate or any portion thereof or rights or interest therein, at one or more public or private sales called and conducted in any manner permitted by law; provided, however, that, notwithstanding anything in this Indenture to the contrary, the Indenture Trustee may not sell or otherwise liquidate the Trust Estate following an Event of Default, other than an Event of Default described in Section 5.01(a) or (b), unless (A) the Holders of 100% of the Outstanding Amount of the Notes of the Controlling Class consent thereto or (B) the proceeds of such sale or liquidation distributable to the Noteholders are sufficient to discharge in full all amounts then due and unpaid upon such Notes for principal and interest or (C) the Indenture Trustee determines that the Trust Estate will not continue to provide sufficient funds on an ongoing basis to make all payments of principal of and interest on the Notes as they would have become due if the Notes had not been declared due and payable, and the Indenture Trustee obtains the consent of Holders of 66-2/3% of the Outstanding Amount of the Notes of the Controlling Class (acting together as a single Class). In determining such sufficiency or insufficiency with respect to clause (B) and (C), the Indenture Trustee may, but need not, obtain and rely upon an opinion of an Independent investment banking or accounting firm of national reputation as to the feasibility of such proposed action and as to the sufficiency of the Trust Estate for such purpose. In connection with any such sale, the Indenture Trustee will afford the Holders of each Class of Notes adequate advance notice and information as to the conduct of such sale such that any such Holders (acting individually, as Classes, as a single Class or otherwise) will be reasonably able to submit bids for the purchase of the assets to be liquidated, and that the Indenture Trustee will consider any and all such bids on the same basis that it considers any other bids submitted

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by any other party or parties. The proceeds of such sale or liquidation (net of the expenses incurred by the Indenture Trustee in connection with the conduct thereof, which will be retained by the Indenture Trustee from such proceeds) will be treated as collections and deposited into the Collection Account by the Indenture Trustee for distribution to the Noteholders and the Certificateholder in accordance with the priorities specified in Section 5.06(c) of the Sale and Servicing Agreement. The Indenture Trustee will have no liability with respect to the amount of such proceeds or the adequacy thereof to make payments in full of any Class of Notes or the Certificate.

The Indenture Trustee may fix a record date and payment date for any payment to Noteholders pursuant to this Section. At least fifteen (15) days before such record date, the Issuer shall mail to each Noteholder and the Indenture Trustee a notice that states the related record date, payment date and amount to be paid.

SECTION 5.05 Optional Preservation of the Receivables. Except as provided in Section 5.04(b)(iv), if the Notes have been declared to be due and payable under Section 5.02 following an Event of Default and such declaration and its consequences have not been rescinded and annulled, the Indenture Trustee may, unless otherwise directed by the Holders of at least a majority of the Outstanding Amount of the Notes of the Controlling Class, acting together as a single Class, but need not, elect to maintain possession of the Trust Estate and direct the Issuer, Servicer and Administrator not to take steps to liquidate the Receivables. It is the desire of the parties hereto and the Noteholders that there be at all times sufficient funds for the payment of principal of and interest on the Notes, and the Indenture Trustee shall take such desire into account when determining whether or not to maintain possession of the Trust Estate. In determining whether to maintain possession of the Trust Estate, the Indenture Trustee may, but need not, obtain and rely upon an opinion of an Independent investment banking or accounting firm of national reputation as to the feasibility of such proposed action and as to the sufficiency of the Trust Estate for such purpose.

SECTION 5.06 Limitation of Suits. No Holder of any Note shall have any right to institute any Proceeding, judicial or otherwise, with respect to this Indenture or for the appointment of a receiver or trustee, or for any other remedy hereunder, except pursuant to the dispute resolution procedures described in Section 11.02 of the Sale and Servicing Agreement, unless such Holder has previously given written notice to the Indenture Trustee of a continuing Event of Default, and:

(a) the Event of Default arises from the Servicer's failure to remit payments when due; or

(b) the Holders of not less than 25% of the Outstanding Amount of the Notes of the Controlling Class, acting together as a single Class, have made written request to the Indenture Trustee to institute such Proceeding in respect of such Event of Default in its own name as Indenture Trustee hereunder and have offered to the Indenture Trustee security or indemnity reasonably satisfactory to it against the costs, expenses and liabilities to be incurred in complying with such request and the Indenture Trustee for thirty (30) days after its receipt of such notice, request and offer of indemnity has failed to institute such Proceedings.

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It is understood and intended that no one or more Holders of Notes shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other Holders of Notes or to obtain or to seek to obtain priority or preference over any other Holders or to enforce any right under this Indenture, except in the manner herein provided.

SECTION 5.07 Unconditional Rights of Noteholders to Receive Principal and Interest. Notwithstanding any other provisions in this Indenture, the Holder of any Note (subject to the terms of the Sale and Servicing Agreement) shall have the right, which is absolute and unconditional, to receive payment of the principal of and interest, if any, on such Note on or after the respective due dates thereof expressed in such Note and in this Indenture (in each case with reference to the calculations to be made pursuant to the Sale and Servicing Agreement) and to bring suit for the enforcement of any such payment, and such right shall not be impaired without the consent of such Holder.

SECTION 5.08 Restoration of Rights and Remedies. If the Indenture Trustee or any Noteholder has instituted any Proceeding to enforce any right or remedy under this Indenture and such Proceeding has been discontinued or abandoned for any reason or has been determined adversely to the Indenture Trustee or to such Noteholder, then and in every such case the Issuer, the Indenture Trustee and the Noteholders shall, subject to any determination in such Proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Indenture Trustee and the Noteholders shall continue as though no such Proceeding had been instituted.

SECTION 5.09 Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Indenture Trustee or to the Noteholders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

SECTION 5.10 Delay or Omission Not a Waiver. No delay or omission of the Indenture Trustee or any Holder of any Note to exercise any right or remedy accruing upon any Default or Event of Default shall impair any such right or remedy or constitute a waiver of any such Default or Event of Default or an acquiescence therein. Every right and remedy given by this Article V or by law to the Indenture Trustee or to the Noteholders may be exercised from time to time, and as often as may be deemed expedient, by the Indenture Trustee or by the Noteholders, as the case may be.

SECTION 5.11 Control by Noteholders. The Holders of at least a majority of the Outstanding Amount of the Notes of the Controlling Class, acting together as a single Class, shall have the right to direct the time, method and place of conducting any Proceeding for any remedy available to the Indenture Trustee with respect to the Notes or exercising any trust or power conferred on the Indenture Trustee; provided, that:

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(i) such direction shall not be in conflict with any rule of law or with this Indenture;

(ii) any direction to the Indenture Trustee to sell or liquidate the Trust Estate shall be by Holders of Notes representing not less than percentages of the Outstanding Amount of the Notes of the relevant Class set forth in Section 5.04 or 5.05, as applicable; and

(iii) the Indenture Trustee may take any other action deemed proper by the Indenture Trustee that is not inconsistent with such direction.

Notwithstanding the rights of Noteholders set forth in this Section, subject to Sections 5.07 and 6.01, the Indenture Trustee need not take any action that it determines would be illegal or may not lawfully be taken, might subject it to personal liability or would be unduly prejudicial to the rights of any Noteholders not consenting to such action.

SECTION 5.12 Waiver of Past Defaults. Prior to the declaration of the acceleration of the maturity of the Notes as provided in Section 5.02 or the liquidation or sale of the Trust Estate pursuant to Section 5.04, the Holders of Notes representing at least a majority of the Outstanding Amount of the Notes of the Controlling Class (acting together as a single Class), without the consent of the Holder of the Certificate, may waive any past Default, Event of Default or Servicer Default and its consequences except a (a) Servicer Default in the deposit of collections or other required amounts into the Collection Account or Reserve Account, or (b) Default in respect of a covenant or provision hereof that cannot be modified or amended without the consent of the Holder of each Note. In the case of any such waiver, the Issuer, the Indenture Trustee and the Holders of the Notes shall be restored to their former positions and rights hereunder, respectively; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereto.

Upon any such waiver, such Default shall cease to exist and be deemed to have been cured and not to have occurred, and any such Event of Default arising therefrom (in the case of a Default) shall be deemed to have been cured and not to have occurred, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereto.

SECTION 5.13 Undertaking for Costs. All parties to this Indenture agree, and each Holder of any Note or Note Owner by such Holder's acceptance of such Note or beneficial interest therein, as the case may be, shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Indenture Trustee for any action taken, suffered or omitted by it as Indenture Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section shall not apply to (a) any suit instituted by the Indenture Trustee, (b) any suit instituted by any Noteholder, or group of Noteholders, in each case holding in the aggregate more than 25% of the Outstanding Amount of Notes of the Controlling Class or (c) any suit instituted by

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any Noteholder for the enforcement of the payment of principal of or interest on any Note on or after the respective due dates expressed in such Note and in this Indenture.

SECTION 5.14 Waiver of Stay or Extension Laws. The Issuer covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead or in any manner whatsoever, claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Issuer (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Indenture Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

SECTION 5.15 Action on Notes. The Indenture Trustee's right to seek and recover judgment on the Notes or under this Indenture shall not be affected by the seeking, obtaining or application of any other relief under or with respect to this Indenture. Neither the lien of this Indenture nor any rights or remedies of the Indenture Trustee or the Noteholders shall be impaired by the recovery of any judgment by the Indenture Trustee against the Issuer or by the levy of any execution under such judgment upon any portion of the Trust Estate or upon any of the assets of the Issuer. Any money or property collected by the Indenture Trustee shall be applied in accordance with Section 5.06 of the Sale and Servicing Agreement.

SECTION 5.16 Performance and Enforcement of Certain Obligations.

(a) Promptly following a request from the Indenture Trustee to do so and at the Administrator's expense, the Issuer shall take all such lawful action as the Indenture Trustee may request to compel or secure the performance and observance by the Seller or the Servicer, as applicable, of each of their obligations to the Issuer under or in connection with the Sale and Servicing Agreement or by the Seller of its remedies under or in connection with the Receivables Purchase Agreement, and to exercise any and all rights, remedies, powers and privileges lawfully available to the Issuer under or in connection with the Sale and Servicing Agreement to the extent and in the manner directed by the Indenture Trustee, including the transmission of notices of default on the part of the Seller or the Servicer thereunder and the institution of legal or administrative actions or proceedings to compel or secure performance by the Seller or the Servicer of each of their respective obligations under the Sale and Servicing Agreement or the Receivables Purchase Agreement.

(b) If an Event of Default has occurred and is continuing, the Indenture Trustee may, and at the direction (which direction shall be in writing) of the Holders of 66-2/3% of the Outstanding Amount of the Notes of the Controlling Class (acting together as a single Class), shall exercise all rights, remedies, powers, privileges and claims of the Issuer against the Seller and the Servicer under or in connection with the Sale and Servicing Agreement, against the Seller under or in connection with the Receivables Purchase Agreement, or against the Administrator under the Administration Agreement, including the right or power to take any action to compel or secure performance or observance by the Seller, the Servicer or the Administrator, of each of their obligations to the Issuer thereunder and to give any consent, request, notice, direction, approval, extension, or waiver thereunder and any right of the Issuer to take such action shall be suspended.

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ARTICLE VI

The Indenture Trustee

SECTION 6.01 Duties of Indenture Trustee.

(a) The Indenture Trustee, both prior to and after the occurrence of a Servicer Default under the Sale and Servicing Agreement, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture.

(b) The Indenture Trustee, upon receipt of all resolutions, certificates, statements, opinions, reports, documents, orders or other instruments furnished to the Indenture Trustee that shall be specifically required to be furnished pursuant to any provision of this Indenture, shall examine them to determine whether they conform on their face to the requirements of this Indenture.

(c) No provision of this Indenture shall be construed to relieve the Indenture Trustee from liability for its own negligent action, its own negligent failure to act, its own bad faith or its own willful misconduct; provided, however, that:

(i) the duties and obligations of the Indenture Trustee shall be determined solely by the express provisions of this Indenture, the Indenture Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture, no implied covenants or obligations shall be read into this Indenture against the Indenture Trustee, the permissive right of the Indenture Trustee to do things enumerated in this Indenture shall not be construed as a duty and, in the absence of bad faith on the part of the Indenture Trustee, the Indenture Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Indenture Trustee and conforming on their face to the requirements of this Indenture;

(ii) the Indenture Trustee shall not be personally liable for an error of judgment made in the absence of bad faith by a Trust Officer, unless it shall be proved that the Indenture Trustee was negligent in performing its duties in accordance with the terms of this Indenture;

(iii) the Indenture Trustee shall not be personally liable with respect to any action taken, suffered or omitted to be taken in the absence of bad faith in accordance with this Indenture, any other Basic Documents or the direction of the Holders of at least a majority of the Outstanding Amount of the Notes of the Controlling Class (acting together as a single Class) relating to the time, method and place of conducting any proceeding for any remedy available to the Indenture Trustee, or exercising or omitting to exercise any trust or power conferred upon the Indenture Trustee under this Indenture. Moreover, if more than one Indenture Trustee has been appointed, each Indenture Trustee shall owe any and all duties only to the Class or Classes of Notes on whose behalf it shall have been appointed; and

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(iv) the Indenture Trustee, or a Trust Officer thereof, shall only be charged with actual knowledge of any default, Servicer Default, an Event of Default or a breach of any representation or warranty by the Servicer, the Owner Trustee, the Depositor, the Seller or the Issuer under any Basic Document if a Trust Officer of the Indenture Trustee actually knows of such default, Servicer Default, Event of Default or breach or receives written notice thereof.

(d) The Indenture Trustee shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties under this Indenture, or in the exercise of any of its rights or powers, if there shall be reasonable grounds for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; provided that any such determination by the Indenture Trustee with respect to its duties and obligations under Section 11.02 of the Sale and Servicing Agreement and Section 7.02(d) and Article XII of this Indenture shall not take into consideration whether the Noteholders have offered the Indenture Trustee security or indemnity reasonably satisfactory to it against the costs, expenses and liabilities (including the reasonable fees of counsel) that may be incurred by the Indenture Trustee in connection therewith.

(e) All information obtained by the Indenture Trustee regarding the Obligors and the Receivables contained in the Trust, whether upon the exercise of its rights under this Indenture or otherwise, shall be maintained by the Indenture Trustee in confidence and shall not be disclosed to any other Person, unless such disclosure is required by any applicable law or regulation or pursuant to subpoena or pursuant to this Indenture or any other Basic Documents.

(f) Pursuant to Sections 3.02 and 4.08 of the Sale and Servicing Agreement, in the event that a Trust Officer of the Indenture Trustee receives written notice that a representation or warranty with respect to a Receivable was incorrect as of the time specified with respect to such representation and warranty or that a covenant of the Servicer has been breached, and that such incorrectness or breach materially and adversely affects the interests of the Issuer, the Indenture Trustee shall give prompt written notice to the Servicer and the Owner Trustee of such incorrectness or breach.

(g) The Paying Agent shall obtain the SOFR Rate on each SOFR Adjustment Date as of the SOFR Determination Time for so long as the Class A-2b Notes are Outstanding. All determinations of the SOFR Rate by the Paying Agent, in the absence of manifest error, shall be conclusive for all purposes and binding on the Noteholders.

SECTION 6.02 Rights of Indenture Trustee.

(a) Except as otherwise provided in Section 6.01:

(i) the Indenture Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on an Officer's Certificate or Opinion of Counsel from the appropriate party.

(ii) the Indenture Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, Officer's Certificate, Opinion of Counsel, certificate of an authorized signatory, certificate of auditors or any other certificate,

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statement, instrument, opinion, report, notice, request, consent, order, appraisal, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Indenture Trustee is authorized to accept written instructions, directions, reports, notices or other communications digitally or electronically signed or delivered by electronic transmissions and, in the absence of bad faith or negligence on its part, may conclusively rely on the fact that the Person sending same is, in fact, a Person authorized to do so;

(iii) the Indenture Trustee may consult with counsel and any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by it under this Indenture in the absence of bad faith and in accordance with such Opinion of Counsel;

(iv) the Indenture Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture or the other Basic Documents, or to institute, conduct or defend any litigation under this Indenture, or in relation to this Indenture or the other Basic Documents, at the request, order or direction of any of the Noteholders pursuant to the provisions of this Indenture or the other Basic Documents, other than to fulfill its duties and obligations under Section 11.02 of the Sale and Servicing Agreement and Section 7.02(d) and Article XII of this Indenture, unless such Noteholders shall have offered to the Indenture Trustee security or indemnity reasonably satisfactory to it against the costs, expenses and liabilities (including the reasonable fees of counsel) that may be incurred therein or thereby;

(v) the Indenture Trustee shall not be personally liable for any action taken, suffered or omitted by it in the absence of bad faith and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture or any other Basic Documents;

(vi) the Indenture Trustee shall not be bound to recalculate, reverify, or make any investigation into the facts of matters stated in any Servicer's Certificate, resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document, unless requested in writing to do so by Holders of Notes evidencing not less than 25% of the aggregate Outstanding Amount of the Notes of the Controlling Class (acting together as a single Class); provided, however, that if the payment within a reasonable time to the Indenture Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of the Indenture Trustee, not reasonably assured to the Indenture Trustee by the security afforded to it by the terms of this Indenture, the Indenture Trustee may require security or indemnity reasonably satisfactory to it against such cost, expense or liability as a condition to so proceeding; and nothing in this clause shall derogate from the obligation of the Servicer to observe any applicable law prohibiting disclosure of information regarding the Obligors;

(vii) the Indenture Trustee may execute any of the trusts or powers under this Indenture or perform any duties under this Indenture either directly or by or through agents or attorneys or a custodian;

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(viii) the right of the Indenture Trustee to perform any discretionary act enumerated in this Indenture shall not be construed as a duty, and the Indenture Trustee shall not be answerable for other than its negligence, bad faith or willful misconduct in the performance of such act;

(ix) the Indenture Trustee shall not be responsible for delays or failure in performance resulting from acts beyond its control (such acts include but are not limited to nuclear or natural catastrophes or acts of God, pandemics, strikes, lockouts, work stoppages, riots, acts of war or terrorism, insurrection, revolution, interruptions, or loss or malfunctions of utilities, communications or computer (software or hardware) services. The Indenture Trustee will use reasonable efforts consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances; and

(x) for the avoidance of doubt, the Indenture Trustee shall not have any duty or obligation to monitor or enforce the Sponsor's (or its Affiliates') compliance with any applicable risk retention rules or regulations. The Indenture Trustee shall not be charged with knowledge of any such rules or regulations, and it shall not be liable to any Noteholder or any other Person for any violation of any such rules or regulations.

(b) No Noteholder will have any right to institute any proceeding with respect to this Indenture except upon satisfying the conditions set forth in Section 5.06.

SECTION 6.03 Individual Rights of Indenture Trustee. The Indenture Trustee in its individual or any other capacity may become the Holder, beneficial owner or pledgee of Notes and may otherwise deal with the Issuer or its Affiliates with the same rights it would have if it were not Indenture Trustee. Any Paying Agent, Note Registrar, co-registrar or co-paying agent may do the same with like rights. However, in so doing the Indenture Trustee must comply with Sections 6.11 and 6.12.

SECTION 6.04 Indenture Trustee's Disclaimer. The Indenture Trustee makes no representations as to the validity or sufficiency of this Indenture, the Trust Estate, the Notes (other than the certificate of authentication on the Notes), or of the Certificate. The Indenture Trustee shall have no obligation to perform any of the duties of the Servicer or the Administrator unless explicitly set forth in this Indenture, the Administration Agreement or the Sale and Servicing Agreement. The Indenture Trustee shall at no time have any responsibility or liability for or with respect to the legality, validity and enforceability of the Notes or any Receivable, any ownership interest in any Financed Vehicle, or the maintenance of any such ownership interest, or for or with respect to the efficacy of the Issuer or its ability to generate the payments to be distributed to Noteholders under this Indenture, including without limitation the validity of the assignment of the Receivables to the Issuer or of any intervening assignment; the existence, condition, location and ownership of any Receivable or Financed Vehicle; the existence and enforceability of any Insurance Policy; the existence and contents of any retail installment sales contract or any computer or other record thereof; the completeness of any retail installment sales contract; the performance or enforcement of any retail installment sales contract; the compliance by the Issuer with any covenant or the breach by the Issuer, the Seller or the Servicer of any warranty or representation made under this Indenture or in any Basic Document or other related

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document and the accuracy of any such warranty or representation prior to the receipt of written notice by a Trust Officer of the Indenture Trustee of any noncompliance therewith or any breach thereof; the acts or omissions of the Issuer, the Seller or the Servicer; or any action by the Indenture Trustee taken at the instruction of the Servicer; provided, however, that the foregoing shall not relieve the Indenture Trustee of its obligation to perform its duties under this Indenture. Except with respect to a claim based on the Indenture Trustee's willful misconduct, bad faith or negligence, no recourse shall be had for any claim based on any provision of this Indenture, the Notes or the Certificate or assignment thereof against the institution serving as the Indenture Trustee in its individual capacity. The Indenture Trustee shall not have any personal obligation, liability or duty whatsoever to any Noteholder or any other Person with respect to any such claim, and any such claim shall be asserted solely against the Issuer or any indemnitor who shall furnish indemnity as provided in this Indenture. The Indenture Trustee shall not be accountable for the use or application by the Issuer of any of the Notes or of the proceeds of such Notes, or for the use or application of any funds paid to the Servicer in respect of the Notes. Anything in this Indenture to the contrary notwithstanding, in no event shall the Indenture Trustee be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Indenture Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

SECTION 6.05 Notice of Events of Defaults. If a Trust Officer of the Indenture Trustee has actual knowledge that an Event of Default has occurred and is continuing, the Indenture Trustee shall mail to each Noteholder notice of such Event of Default within ninety (90) days of the Indenture Trustee's discovery thereof. Except in the case of an Event of Default in payment of principal of or interest on any Note, the Indenture Trustee may withhold such notice if and so long as a committee of its Trust Officers in the absence of bad faith determines that withholding the notice is in the interests of Noteholders.

SECTION 6.06 Reports by Indenture Trustee to Holders. The Indenture Trustee shall deliver or cause to be delivered annually to each Noteholder of record such information as may be required to enable such holder to prepare its federal and state income tax returns. On each Payment Date, the Indenture Trustee shall make available to the Noteholders, via the Indenture Trustee's internet website at https://pivot.usbank.com (or via such other internet website as may be designated by the Indenture Trustee for such purpose), the related Servicer's Certificate received by it from the Servicer pursuant to Section 4.10 of the Sale and Servicing Agreement. Noteholders with questions may direct them to the Indenture Trustee's bondholder services group at (800) 934-6802.

SECTION 6.07 Compensation and Indemnity. The Issuer shall pay the Indenture Trustee from time to time reasonable compensation for its services. The Indenture Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Issuer shall reimburse the Indenture Trustee for all reasonable out-of-pocket expenses incurred or made by it, including costs of collection, in addition to the compensation for its services. Such expenses shall include the reasonable compensation and expenses, disbursements and advances of the Indenture Trustee's agents, counsel, accountants and experts. The Issuer shall indemnify the Indenture Trustee against any and all loss, liability or expense (including reasonable attorneys' fees and fees and expenses incurred in the enforcement of the Issuer's obligations) incurred by it in connection with the administration of this trust and the performance

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of its duties hereunder. The Indenture Trustee shall notify the Issuer promptly of any claim for which it may seek indemnity. Failure by the Indenture Trustee to so notify the Issuer shall not relieve the Issuer of its obligations hereunder. In case any such action is brought against the Indenture Trustee under this Section 6.07 and it notifies the Issuer of the commencement thereof, the Issuer will assume the defense thereof, with counsel reasonably satisfactory to the Indenture Trustee, and the Issuer will not be liable to the Indenture Trustee under this Section for any legal or other expenses subsequently incurred by the Indenture Trustee in connection with the defense thereof, other than reasonable costs of investigation. The Issuer need not reimburse any expense or indemnify against any loss, liability or expense incurred by the Indenture Trustee through the Indenture Trustee's own willful misconduct, negligence or bad faith.

The Issuer's payment obligations to the Indenture Trustee pursuant to this Section shall survive the discharge of this Indenture or the resignation or removal of the Indenture Trustee and shall extend to any co-trustee or separate trustee appointed pursuant to Section 6.10. When the Indenture Trustee incurs expenses after the occurrence of an Event of Default specified in Section 5.01(e) or (f) or the Seller incurs expenses after the occurrence of an Insolvency Event with respect to the Seller, the expenses are intended to constitute expenses of administration under Title 11 of the United States Code or any other applicable federal or state bankruptcy, insolvency or similar law.

SECTION 6.08 Replacement of Indenture Trustee. The Indenture Trustee may resign at any time by providing written notice of its resignation to the Issuer. The Administrator, on behalf of the Issuer, may remove the Indenture Trustee if:

(a) the Indenture Trustee fails to comply with Section 6.11;

(b) the Indenture Trustee is adjudged a bankrupt or insolvent;

(c) a receiver or other public officer takes charge of the Indenture Trustee or its property; or

(d) the Indenture Trustee otherwise becomes legally or practically incapable of fulfilling its duties hereunder.

If the Indenture Trustee resigns or is removed or if a vacancy exists in the office of Indenture Trustee for any reason (the Indenture Trustee in such event being referred to herein as the retiring Indenture Trustee), the Administrator, on behalf of the Issuer, shall promptly appoint a successor Indenture Trustee. No resignation or removal of the Indenture Trustee and no appointment of a successor Indenture Trustee shall become effective until the acceptance of appointment by the successor Indenture Trustee pursuant to this Section 6.08.

A successor Indenture Trustee shall deliver a written acceptance of its appointment to the retiring Indenture Trustee, to the Servicer and to the Administrator. Thereupon the resignation or removal of the retiring Indenture Trustee shall become effective, and the successor Indenture Trustee shall have all the rights, powers and duties of the Indenture Trustee under this Indenture. The successor Indenture Trustee shall mail a notice of its succession to Noteholders. The retiring Indenture Trustee shall promptly transfer all property held by it as Indenture Trustee to the

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successor Indenture Trustee. The retiring Indenture Trustee shall not be liable for the acts or omissions of any successor Indenture Trustee.

If a successor Indenture Trustee does not take office within thirty (30) days after the retiring Indenture Trustee resigns or is removed, the retiring Indenture Trustee, the Administrator or the Holders of a majority in Outstanding Amount of the Notes of the Controlling Class may petition any court of competent jurisdiction for the appointment of a successor Indenture Trustee.

If the Indenture Trustee fails to comply with Section 6.11, any Noteholder may at any time thereafter petition any court of competent jurisdiction for the removal of the Indenture Trustee and the appointment of a successor Indenture Trustee.

Notwithstanding the replacement of the Indenture Trustee pursuant to this Section, the Issuer's obligations under Section 6.07 shall continue for the benefit of the retiring Indenture Trustee.

SECTION 6.09 Successor Indenture Trustee by Merger. If the Indenture Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another Person, the resulting, surviving or transferee corporation without any further act shall be the successor Indenture Trustee if such surviving Person or transferee corporation or bank shall be otherwise qualified and eligible under Section 6.11.

In case at the time such successor or successors by merger, conversion or consolidation to the Indenture Trustee shall succeed to the trusts created by this Indenture any of the Notes shall have been authenticated but not delivered, any such successor to the Indenture Trustee may adopt the certificate of authentication of any predecessor trustee, and deliver such Notes so authenticated; and in case at that time any of the Notes shall not have been authenticated, any successor to the Indenture Trustee may authenticate such Notes either in the name of any predecessor hereunder or in the name of the successor to the Indenture Trustee; and in all such cases such certificates shall have the full force which it is anywhere in the Notes or in this Indenture provided that the certificate of the Indenture Trustee shall have.

SECTION 6.10 Appointment of Co-Indenture Trustee or Separate Indenture Trustee.

(a) Notwithstanding any other provisions of this Indenture, at any time, for the purpose of meeting any legal requirement of any jurisdiction in which any part of the Trust Estate may at the time be located, the Indenture Trustee shall have the power and may execute and deliver all instruments to appoint one or more Persons to act as a co-trustee or co-trustees, or separate trustee or separate trustees, of all or any part of the Trust, and to vest in such Person or Persons, in such capacity and for the benefit of the Noteholders, such title to the Trust Estate, or any part hereof, and, subject to the other provisions of this Section, such powers, duties, obligations, rights and trusts as the Indenture Trustee may consider necessary or desirable. No co-trustee or separate trustee hereunder shall be required to meet the terms of eligibility as a successor trustee under Section 6.11 and no notice to Noteholders of the appointment of any co-trustee or separate trustee shall be required under Section 6.08 hereof.

(b) Every separate trustee and co-trustee shall, to the extent permitted by law, be appointed and act subject to the following provisions and conditions:

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(i) all rights, powers, duties and obligations conferred or imposed upon the Indenture Trustee shall be conferred or imposed upon and exercised or performed by the Indenture Trustee and such separate trustee or co-trustee jointly (it being understood that such separate trustee or co-trustee is not authorized to act separately without the Indenture Trustee joining in and/or directing such act), except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the Indenture Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations (including the holding of title to the Trust Estate or any portion thereof in any such jurisdiction) shall be exercised and performed singly by such separate trustee or co-trustee, but solely at the direction of the Indenture Trustee;

(ii) no trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder; and

(iii) the Indenture Trustee may at any time accept the resignation of or remove any separate trustee or co-trustee.

(c) Any notice, request or other writing given to the Indenture Trustee shall be deemed to have been given to each of the then separate trustees and co-trustees as effectively as if given to each of them. Every instrument appointing any separate trustee or co-trustee shall refer to this Indenture and the conditions of this Article VI. Each separate trustee and co-trustee, upon its acceptance of the trusts thereupon conferred, shall be vested with the estates or property specified in its instrument of appointment, either jointly with the Indenture Trustee or separately, as may be provided therein, subject to all the provisions of this Indenture, including every provision of this Indenture relating to the conduct of, affecting the liability of, or affording protection to, the Indenture Trustee. Every such instrument shall be filed with the Indenture Trustee.

(d) Any separate trustee or co-trustee may at any time constitute the Indenture Trustee its agent or attorney-in-fact with full power and authority, to the extent not prohibited by law, to do any lawful act under or in respect of this Indenture on its behalf and in its name. If any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all of its estates, properties, rights, remedies and trusts shall vest in and be exercised by the Indenture Trustee, to the extent permitted by law, without the appointment of a new or successor trustee.

SECTION 6.11 Eligibility; Disqualification. The Indenture Trustee shall at all times satisfy the requirements of TIA Section 310(a). The Indenture Trustee shall have a combined capital and surplus of at least $50,000,000 as set forth in its most recent published annual report of condition and must have a long-term debt rating of investment grade by each of the Rating Agencies or must be acceptable to each of the Rating Agencies. The Indenture Trustee shall comply with TIA Section 310(b), including the optional provision permitted by the second sentence of TIA Section 310(b)(9); provided, however, that there shall be excluded from the operation of TIA Section 310(b)(1) any indenture or indentures under which other securities of the Issuer are outstanding if the requirements for such exclusion set forth in TIA Section 310(b)(1) are met.

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SECTION 6.12 Preferential Collection of Claims Against Issuer. The Indenture Trustee shall comply with TIA Section 311(a), excluding any creditor relationship listed in TIA Section 311(b). An Indenture Trustee who has resigned or been removed shall be subject to TIA Section 311(a) to the extent indicated.

SECTION 6.13 Indenture Trustee as Paying Agent and Note Registrar. The rights, protections, indemnities and standard of care of the Indenture Trustee set forth in this Article VI shall apply to (i) U.S. Bank Trust Company, National Association in its capacities as Paying Agent and Note Registrar to the same extent as they apply to the Indenture Trustee and (ii) U.S. Bank National Association in its capacity as Securities Intermediary to the same extent as they apply to the Indenture Trustee.

SECTION 6.14 Representations and Warranties of the Indenture Trustee. The Indenture Trustee hereby represents and warrants to the Issuer and for the benefit of the Noteholders, that, as of the Closing Date:

(a) Organization and Qualification. The Indenture Trustee is a national banking association duly organized, validly existing and in good standing under the laws of the United States. The Indenture Trustee possesses and shall continue to possess all requisite authority, power, licenses, permits, franchise and approvals for the Indenture Trustee to conduct its business and to execute, deliver and comply with its obligations under this Indenture and the other Basic Documents to which it is a party.

(b) Power, Authorization and Enforceability. The Indenture Trustee has the power and authority to execute deliver and perform the terms of this Indenture. The Indenture Trustee has authorized the execution, delivery and performance of the terms of this Indenture. This Indenture is the legal, valid and binding obligation of the Indenture Trustee enforceable against the Indenture Trustee, except as may be limited by insolvency, bankruptcy, reorganization or other laws relating to or affecting the enforcement of creditors' rights or by general equitable principles.

(c) No Conflicts and No Violation. The execution and delivery by the Indenture Trustee of this Indenture and compliance with the terms thereof will not conflict with, or result in a violation or breach of, or constitute a default under any loan agreement, indenture, certificate, bond, note, resolution or any other agreement or instrument to which the Indenture Trustee is a party or by which it is bound, or, to the best knowledge of the Indenture Trustee, any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Indenture Trustee or any of its activities or properties (except that no representation, warranty or agreement is made by the Indenture Trustee with respect to any federal or state securities or "blue sky" law or regulations).

(d) No Proceedings. To the Indenture Trustee's knowledge, there are no proceedings or investigations pending or overtly threatened in writing, before any court, regulatory body, administrative agency, or other governmental instrumentality having jurisdiction over the Indenture Trustee: (i) asserting the invalidity of any of this Indenture or the Basic Documents to which it is a party, (ii) seeking to prevent the issuance of the Notes or the consummation of any of the transactions contemplated by any of the Basic Documents to which it is a party or (iii)

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seeking any determination or ruling that would reasonably be expected to have a material adverse effect on the Indenture Trustee's ability to perform its obligations under, or the validity or enforceability of, this Indenture or any other Basic Document to which it is a party.

(e) Eligibility. The Indenture Trustee satisfies the eligibility criteria set forth in this Indenture.

ARTICLE VII

Noteholders' Lists and Reports

SECTION 7.01 Note Registrar to Furnish Names and Addresses of Noteholders. The Note Registrar shall furnish or cause to be furnished to the Indenture Trustee, Owner Trustee, Servicer or Administrator, within fifteen (15) days after receipt by the Note Registrar of a written request therefrom, a list of the names and addresses of the Noteholders of any Class as of the most recent Record Date. If three or more Holders of Notes of any Class, or one or more Holders of such Notes evidencing not less than 25% of the Outstanding Amount of such Notes (hereinafter referred to as "Applicants"), apply in writing to the Indenture Trustee, and such application states that the Applicants desire to communicate with other Noteholders with respect to their rights under this Indenture or under the Notes and such application is accompanied by a copy of the communication that such Applicants propose to transmit, then the Indenture Trustee shall, within five (5) Business Days after the receipt of such application, afford such Applicants access, during normal business hours, to the current list of Noteholders. The Indenture Trustee may elect not to afford the requesting Noteholders access to the list of Noteholders if it agrees to mail the desired communication by proxy, on behalf of and at the expense of the requesting Noteholders, to all Noteholders. Every Noteholder, by receiving and holding a Note, agrees with the Indenture Trustee and the Issuer that none of the Indenture Trustee, the Owner Trustee, the Issuer, the Servicer or the Administrator shall be held accountable by reason of the disclosure of any such information as to the names and addresses of the Noteholders under this Indenture, regardless of the source from which such information was derived.

If the Indenture Trustee shall cease to be the Note Registrar, then thereafter the Administrator will furnish or cause to be furnished to the Indenture Trustee not more than five (5) days after the most recent Record Date or at such other times as the Indenture Trustee reasonably may request in writing, a list, in such form as the Indenture Trustee reasonably may require, of the names and addresses of the Holders of Notes as of such Record Date.

SECTION 7.02 Preservation of Information; Communications to Noteholders.

(a) The Indenture Trustee shall preserve, in as current a form as is reasonably practicable, the names and addresses of the Holders of Notes contained in the most recent list furnished to the Indenture Trustee as provided in Section 7.01 and the names and addresses of Holders of Notes received by the Indenture Trustee in its capacity as Note Registrar. The Indenture Trustee may destroy any list furnished to it as provided in such Section 7.01 upon receipt of a new list so furnished.

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(b) Noteholders may communicate pursuant to TIA Section 312(b) with other Noteholders with respect to their rights under this Indenture or under the Notes.

(c) The Issuer, the Indenture Trustee and the Note Registrar shall have the protection of TIA Section 312(c).

(d) The Indenture Trustee shall provide prompt notice to Toyota Motor Credit Corporation and Toyota Auto Finance Receivables LLC (each, a "TMCC Party," and together, the "TMCC Parties") of all demands received by the Indenture Trustee for the repurchase of any Receivable for breach of the representations and warranties concerning such Receivable. If any such demand is made in non-written form, the Indenture Trustee shall request that such demand be put into writing and delivered to it; provided, however, that the Indenture Trustee shall notify the TMCC Parties regardless of whether any such demand is made in writing. The obligations of the Indenture Trustee under the first two sentences of this Section 7.02(d) to notify the TMCC Parties of any such demand made in non-written form shall not be applicable during such time as the interpretations of the requirements of the Repurchase Rules and Regulations (as defined below) explicitly require reporting by TMCC Parties solely with respect to demands in written form.

(e) The Indenture Trustee shall, upon written request of either TMCC Party, provide notification to the TMCC Parties with respect to any actions taken by the Indenture Trustee with respect to any demand described in Section 7.02(d) which is received by the Indenture Trustee in respect of any Receivables, such notifications to be provided by the Indenture Trustee as soon as practicable and in any event within five (5) Business Days of receipt by the Indenture Trustee of such written request from either TMCC Party or such other time frame as may be mutually agreed to by the Indenture Trustee and the applicable TMCC Party. Such notices shall be provided to the TMCC Parties at (i) Toyota Motor Credit Corporation at 6565 Headquarters Drive, W2-3D, Plano, Texas 75024-5965, Attention: Treasury Operations Department, (469) 486-9013, with a copy by electronic mail to TFS_Treasury_Operations@toyota.com, and with a copy to Toyota Motor Credit Corporation at 6565 Headquarters Drive, W2-5A, Plano, Texas 75024-5965, Attention: General Counsel, or at such other address or by such other means of communication as may be specified by Toyota Motor Credit Corporation to the Indenture Trustee from time to time, and (ii) Toyota Auto Finance Receivables LLC, 6565 Headquarters Drive, W2-3D, Plano, Texas 75024-5965, Attention: President, (469) 486-9020, or at such other address or by such other means of communication as may be specified by Toyota Auto Finance Receivables LLC to the Indenture Trustee from time to time. The Indenture Trustee and the Issuer acknowledge and agree that the purpose of Section 7.02(d) and this Section 7.02(e) is to facilitate compliance by the TMCC Parties with Rule 15Ga-1 under the Securities Exchange Act of 1934, as amended, Items 1104(e), 1121(c) of Regulation AB, and the applicable instructions on the Commission's Form SF-3 (collectively, the "Repurchase Rules and Regulations"). The Indenture Trustee shall cooperate with reasonable written requests received by it from the TMCC Parties to deliver any and all records and any other information necessary in the good faith determination of the TMCC Parties to permit the TMCC Parties to comply with the provisions of Repurchase Rules and Regulations. Subject to its duties explicitly set forth herein and in the other applicable Basic Documents, the Indenture Trustee shall not have any responsibility or liability in connection with the compliance of either TMCC Party or a securitizer with the Securities Exchange Act of 1934, as amended, or Regulation AB or any filing required to be

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made by TMCC Party or a securitizer under the Securities Exchange Act of 1934, as amended, or Regulation AB.

(f) Apart from performing the specific duties and obligations of the Indenture Trustee under Section 11.02 of the Sale and Servicing Agreement and Section 7.02(d) and Article XII of this Indenture, the Indenture Trustee will not be required to pursue or otherwise be involved in resolving any repurchase request, including any such request that is the subject of a dispute resolution proceeding, unless it is directed to do so by the majority of the Outstanding Amount of the Controlling Class of Notes, acting together as a single Class, and such Noteholders have offered to the Indenture Trustee security or indemnity reasonably satisfactory to it against the reasonable costs, expenses, disbursements, advances and liabilities that might be incurred by it, its agents and its counsel in compliance with such direction. For the avoidance of doubt, if the Indenture Trustee does not agree to pursue or otherwise be involved in resolving any repurchase request, the Noteholders may independently pursue dispute resolution in respect of such repurchase request in accordance with the terms of Section 11.02 of the Sale and Servicing Agreement.

SECTION 7.03 Reports by Issuer.

(a) The Issuer shall:

(i) file with the Indenture Trustee, within fifteen (15) days after the Issuer is required to file the same with the Commission, copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the Commission may from time to time by rules and regulations prescribe) that the Issuer may be required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act;

(ii) file with the Indenture Trustee and the Commission in accordance with the rules and regulations prescribed from time to time by the Commission such additional information, documents and reports with respect to compliance by the Issuer with the conditions and covenants of this Indenture as may be required from time to time by such rules and regulations; and

(iii) supply to the Indenture Trustee (and the Indenture Trustee shall transmit by mail to all Noteholders described in TIA Section 313(c)) such summaries of any information, documents and reports required to be filed by the Issuer pursuant to clauses (i) and (ii) of this Section 7.03(a) and by rules and regulations prescribed from time to time by the Commission.

(b) Unless the Issuer otherwise determines, the fiscal year of the Issuer shall end on December 31 of each year.

SECTION 7.04 Reports by Indenture Trustee. If required by TIA Section 313(a), within sixty (60) days after each December 31, beginning with December 31, 2022, the Indenture Trustee shall mail to each Noteholder as required by TIA Section 313(c) a brief report dated as of such date that complies with TIA Section 313(a). The Indenture Trustee also shall comply with TIA Section 313(b).

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A copy of each report at the time of its mailing to Noteholders shall be filed by the Indenture Trustee with the Commission and each stock exchange, if any, on which the Notes are listed. The Issuer shall notify the Indenture Trustee if and when the Notes are listed on any stock exchange.

ARTICLE VIII

Accounts, Disbursements and Releases

SECTION 8.01 Collection of Money. Except as otherwise expressly provided herein, the Indenture Trustee may demand payment or delivery of, and shall receive and collect, directly and without intervention or assistance of any fiscal agent or other intermediary, all money and other property payable to or receivable by the Indenture Trustee pursuant to this Indenture. The Indenture Trustee shall apply all such money received by it as provided in this Indenture. Except as otherwise expressly provided in this Indenture, if any default occurs in the making of any payment or performance under any agreement or instrument that is part of the Trust Estate, the Indenture Trustee may take such action as may be appropriate to enforce such payment or performance, including the institution and prosecution of appropriate Proceedings. Any such action shall be without prejudice to any right to claim a Default or Event of Default under this Indenture and any right to proceed thereafter as provided in Article V.

SECTION 8.02 Trust Accounts.

(a) On or prior to the Closing Date, the Issuer shall cause the Servicer to establish and maintain, in the name of the Indenture Trustee, for the benefit of the Noteholders and, to the extent set forth herein, the Certificateholder, the Collection Account as provided in Section 5.01 of the Sale and Servicing Agreement.

(b) On or prior to the Closing Date, the Seller shall, pursuant to the Securities Account Control Agreement, establish and maintain with the Indenture Trustee, for the benefit of the Noteholders, the Reserve Account as provided in Section 5.07 of the Sale and Servicing Agreement. Upon the execution and delivery by the parties hereto of this Indenture, the Indenture Trustee will deliver to the Securities Intermediary the Prohibition Notice provided for in the Securities Account Control Agreement. In connection with the termination of this Indenture, the Indenture Trustee will deliver to the Securities Intermediary the Rescission of Prohibition Notice provided for in the Securities Account Control Agreement.

SECTION 8.03 [Reserved].

SECTION 8.04 General Provisions Regarding Accounts.

(a) So long as no Default or Event of Default shall have occurred and be continuing, all or a portion of the funds in the Collection Account shall be invested in Eligible Investments and reinvested by the Indenture Trustee at the written direction of the Servicer, subject to the provisions of Section 5.01 of the Sale and Servicing Agreement. All income or other gain from investments of moneys deposited in the Collection Account shall be deposited by the Indenture Trustee in the Collection Account and paid to the Servicer as servicing compensation on each Payment Date, and any loss resulting from such investments in excess of such income or gain

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

(b) So long as no Default or Event of Default shall have occurred and be continuing, all or a portion of the funds in the Reserve Account shall be invested in Eligible Investments and reinvested by the Indenture Trustee (by delivery to the Securities Intermediary of appropriate Entitlement Orders) at the written direction of the Seller, subject to the provisions of Section 5.07 of the Sale and Servicing Agreement and the provisions of the Securities Account Control Agreement. All income or other gain from investments of moneys deposited in the Reserve Account shall be paid by the Indenture Trustee to the Seller (by delivery to the Securities Intermediary of appropriate Entitlement Orders) on each Payment Date (i) prior to the occurrence of an Event of Default that results in an acceleration of the Notes that has not been rescinded under this Indenture and (ii) for so long as a Suspension Period (as defined in the Securities Account Control Agreement) is not continuing on such Payment Date, and such amounts paid to the Seller shall be released from the security interest of the Indenture Trustee and paid to the Seller on such Payment Date and shall not be available for payment of any other amounts due to the Noteholders or any other party. Subject to the right of the Indenture Trustee to make withdrawals therefrom, as directed by the Servicer, for the purposes and in the amounts set forth in Section 5.06 of the Sale and Servicing Agreement, the Reserve Account and all funds held therein shall be the property of the Seller and not the property of the Trust, the Owner Trustee or the Indenture Trustee. The Seller will grant to the Indenture Trustee, for the benefit of the Noteholders, a security interest in all funds (including Eligible Investments, but not the income from such investments) in the Reserve Account (including the Reserve Account Initial Deposit) and the proceeds thereof, and the Indenture Trustee shall have all of the rights of a secured party under the UCC with respect thereto; provided, that, (i) prior to the occurrence of an Event of Default that results in an acceleration of the Notes that has not been rescinded under this Indenture and (ii) for so long as a Suspension Period (as defined in the Securities Account Control Agreement) is not continuing on such Payment Date, all income from the investment of funds in the Reserve Account and the right to receive such income are retained by the Seller and are not transferred, assigned or otherwise conveyed hereunder. The Seller will not direct the Indenture Trustee to make any investment of any funds or to sell any investment held in the Reserve Account unless the security interest granted and perfected in such account will continue to be perfected in such investment or the proceeds of such sale, in either case without any further action by any Person, and, in connection with any direction to the Indenture Trustee to make any such investment or sale, if requested by the Indenture Trustee, the Seller shall deliver to the Indenture Trustee an Opinion of Counsel, acceptable to the Indenture Trustee, to such effect.

(c) Subject to Section 6.01(c), the Indenture Trustee shall not in any way be held liable by reason of any insufficiency in the Collection Account or Reserve Account resulting from any loss on any Eligible Investment included therein at the direction of the Servicer or Seller, as the case may be, except for losses attributable to the Indenture Trustee's failure to

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make payments on such Eligible Investments issued by the Indenture Trustee, in its commercial capacity as principal obligor and not as trustee, in accordance with the terms thereof.

(d) If (i) the Servicer or Seller shall have failed to give investment directions for any funds on deposit in the Collection Account and Reserve Account, as the case may be, to the Indenture Trustee by 11:00 a.m. Eastern Time (or such other time as may be agreed by the Issuer and Indenture Trustee) on any Business Day or (ii) a Default or Event of Default shall have occurred and be continuing with respect to the Notes but the Notes shall not have been declared due and payable pursuant to Section 5.02 or (iii) if such Notes shall have been declared due and payable following an Event of Default, but amounts collected or receivable from the Trust Estate are being applied in accordance with Section 5.05 as if there had not been such a declaration, then the Indenture Trustee shall, to the fullest extent practicable, invest and reinvest funds in the Trust Accounts in one or more Eligible Investments as specified in the most recent instruction received from the Servicer or Seller or in the absence thereof such funds shall remain uninvested.

SECTION 8.05 Release of Trust Estate.

(a) Subject to the payment of its fees and expenses pursuant to Section 6.07, the Indenture Trustee may, and when required by the provisions of this Indenture shall, execute instruments to release property from the lien of this Indenture, or convey the Indenture Trustee's interest in such property, in a manner and under circumstances that are not inconsistent with the provisions of this Indenture. No party relying upon an instrument executed by the Indenture Trustee as provided in this Article VIII shall be bound to ascertain the Indenture Trustee's authority, inquire into the satisfaction of any conditions precedent or see to the application of any moneys.

(b) The Indenture Trustee shall, at such time as there are no Notes outstanding, release any remaining portion of the Trust Estate that secured the Notes from the lien of this Indenture and release to or to the order of the Issuer or, in the case of the Reserve Account, to the Seller, any funds then on deposit in the Collection Account and Reserve Account, as the case may be. The Indenture Trustee shall release property from the lien of this Indenture pursuant to this Section 8.05(b) only upon receipt of an Issuer Request accompanied by an Officer's Certificate, an Opinion of Counsel and (if required by the TIA) Independent Certificates in accordance with TIA Sections 314(c) and 314(d)(1) meeting the applicable requirements of Section 11.01.

SECTION 8.06 Opinion of Counsel. The Indenture Trustee shall receive at least seven (7) days' notice when requested by the Issuer to take any action pursuant to Section 8.05(a), accompanied by copies of any instruments involved, and the Indenture Trustee shall also require, as a condition to such action, an Opinion of Counsel, in form and substance satisfactory to the Indenture Trustee, stating the legal effect of any such action, outlining the steps required to complete the same, and concluding that all conditions precedent to the taking of such action have been complied with and such action will not materially and adversely impair the security for the Notes or the rights of the Noteholders in contravention of the provisions of this Indenture; provided, however, that such Opinion of Counsel shall not be required to express an opinion as to the fair value of the Trust Estate. Counsel rendering any such opinion may rely, without

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independent investigation, on the accuracy and validity of any certificate or other instrument delivered to the Indenture Trustee in connection with any such action.

ARTICLE IX

Supplemental Indentures

SECTION 9.01 Supplemental Indentures Without Consent of Noteholders.

(a) Subject to Section 9.03, without the consent of the Holders of any Notes but with prior notice to the Rating Agencies, the Issuer and the Indenture Trustee, when authorized by an Issuer Order, at any time and from time to time, may enter into one or more indentures supplemental hereto (which shall conform to the provisions of the Trust Indenture Act as in force at the date of the execution thereof), in form satisfactory to the Indenture Trustee, for any of the following purposes:

(i) to correct or amplify the description of any property at any time subject to the lien of this Indenture, or better to assure, convey and confirm unto the Indenture Trustee any property subject or required to be subjected to the lien of this Indenture, or to subject to the lien of this Indenture additional property;

(ii) to evidence the succession, in compliance with the applicable provisions hereof, of another person to the Issuer, and the assumption by any such successor of the covenants of the Issuer herein and in the Notes contained;

(iii) to add to the covenants of the Issuer, for the benefit of the Holders of the Notes, or to surrender any right or power herein conferred upon the Issuer;

(iv) to convey, transfer, assign, mortgage or pledge any property to or with the Indenture Trustee;

(v) to evidence and provide for the acceptance of the appointment hereunder by a successor trustee with respect to the Notes and to add to or change any of the provisions of this Indenture as shall be necessary to facilitate the administration of the trusts hereunder by more than one trustee, pursuant to the requirements of Article VI; or

(vi) to modify, eliminate or add to the provisions of this Indenture to such extent as shall be necessary to effect the qualification of this Indenture under the TIA or under any similar federal statute hereafter enacted and to add to this Indenture such other provisions as may be expressly required by the TIA.

The Indenture Trustee is hereby authorized to join in the execution of any such supplemental indenture and to make any further appropriate agreements and stipulations that may be therein contained.

(b) The Issuer and the Indenture Trustee, when authorized by an Issuer Order, may, with prior notice to the Rating Agencies, but without the consent of any of the Holders of the Notes, enter into an indenture or indentures supplemental hereto for the purpose of adding any

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provisions to, or changing in any manner or eliminating any of the provisions of, this Indenture or of modifying in any manner the rights of the Holders of the Notes under this Indenture; provided, that either (i) an Officer's Certificate shall have been delivered by the Servicer to the Owner Trustee and the Indenture Trustee certifying that such officer reasonably believes that such action will not materially and adversely affect the interest of any Noteholder or (ii) the Rating Agency Condition has been satisfied in respect of such action.

(c) This Indenture may also be supplemented by the parties hereto, without the consent of the Noteholders or the Certificateholders, for the purpose of conforming the provisions in this Indenture to the descriptions thereof contained in the prospectus, dated August 8, 2022, related to the offering of the Class A Notes.

(d) Notwithstanding anything under this Section 9.01, in Section 9.02 or in any other Basic Document to the contrary, this Indenture may be supplemented by the Issuer without the consent of the Indenture Trustee, the Paying Agent, the Owner Trustee, any Noteholder or any other Person and without satisfying any other provisions of this Indenture related to supplements hereto or in any other Basic Document solely in connection with any SOFR Adjustment Conforming Changes or, following the determination of a Benchmark Replacement, any Benchmark Replacement Conforming Changes to be made by the Administrator; provided, that the Issuer has delivered notice of such supplement to the Rating Agencies on or prior to the date such supplement is executed; provided, further, that any such SOFR Adjustment Conforming Changes or any such Benchmark Replacement Conforming Changes shall not affect the Owner Trustee's or Indenture Trustee's rights, indemnities or obligations without the Owner Trustee's or Indenture Trustee's consent, respectively. For the avoidance of doubt, any SOFR Adjustment Conforming Changes or any Benchmark Replacement Conforming Changes in any supplement to this Indenture may be retroactive (including retroactive to the Benchmark Replacement Date) and this Indenture may be supplemented more than once in connection with any SOFR Adjustment Conforming Changes or any Benchmark Replacement Conforming Changes.

SECTION 9.02 Supplemental Indentures with Consent of Noteholders. Subject to Section 9.03, the Issuer and the Indenture Trustee, when authorized by an Issuer Order, also may, with prior notice to the Rating Agencies and by Action the Holders of Notes evidencing at least a majority of the Outstanding Amount of the Controlling Class of Notes, acting together as a single Class, delivered to the Issuer and the Indenture Trustee, enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the Noteholders or Certificateholders under this Indenture.

The Indenture Trustee may in its discretion determine whether or not any Notes would be adversely affected by any supplemental indenture (which determination will be based on such supplemental indenture not resulting in a downgrade in the ratings applicable to the Class A Notes) and any such determination shall be conclusive upon the Holders of all Notes, whether theretofore or thereafter authenticated and delivered hereunder. The Indenture Trustee shall not be liable for any such determination made in the absence of bad faith.

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It shall not be necessary for any Action of Noteholders under this Section to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such Action shall approve the substance thereof.

Promptly after the execution by the Issuer and the Indenture Trustee of any supplemental indenture pursuant to this Section, the Indenture Trustee shall mail to the Holders of the Notes to which such amendment or supplemental indenture relates a notice setting forth in general terms the substance of such supplemental indenture. Any failure of the Indenture Trustee to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

SECTION 9.03 Limitations on Supplemental Indentures. The Issuer and the Indenture Trustee, in accordance with Sections 9.01 and 9.02 above, may enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Indenture or of modifying in any manner the rights of the Holders of the Notes under this Indenture; provided, however, that (except as provided in Section 9.01(c)) no such supplemental indenture shall, without the consent of the Holder of each Outstanding Note if their respective interests are affected thereby:

(a) change the date of payment of any installment of principal of or interest on any Note, or reduce the principal amount thereof, the Interest Rate thereon, change the provisions of this Indenture relating to the application of collections on, or the proceeds of the sale of, the Trust Estate to payment of principal of or interest on the Notes, or change any place of payment where, or the coin or currency in which, any Note or the interest thereon is payable, or impair the right to bring suit for the enforcement of the provisions of this Indenture, to the extent provided in Article V, requiring the application of funds available therefor to the payment of any such amount due on the Notes on or after the respective due dates thereof;

(b) reduce the percentage of the Outstanding Amount of the Controlling Class of Notes (or the Notes of any Class, as applicable), the consent of the Holders of which is required for any such supplemental indenture, or the consent of the Holders of which is required for any waiver of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences provided for in this Indenture;

(c) modify or alter the provisions of the proviso to the definition of the terms “Outstanding” or “Controlling Class”;

(d) reduce the percentage of the Outstanding Amount of the Controlling Class of Notes (or the Notes of any Class, as applicable) required to direct the Indenture Trustee to direct the Issuer to sell or liquidate the Trust Estate pursuant to Section 5.04;

(e) modify any provision of this Section except to increase any percentage specified herein or to provide that certain additional provisions of this Indenture or the Basic Documents cannot be modified or waived without the consent of the Holder of each Outstanding Note affected thereby;

(f) modify any of the provisions of this Indenture in such manner as to affect the calculation of the amount of any payment of interest or principal due on any Note on any

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Payment Date (including the calculation of any of the individual components of such calculation);

(g) permit the creation of any lien ranking prior to or on a parity with the lien of this Indenture with respect to any part of the Trust Estate or, except as otherwise permitted or contemplated herein, terminate the lien of this Indenture on any property at any time subject hereto or deprive the Holder of any Note of the security provided by the lien of this Indenture; or

(h) modify or alter the provisions hereof regarding the voting of Notes held by the Indenture Trustee, the Owner Trustee, TMCC or any of its Affiliates or the Trust.

SECTION 9.04 Execution of Supplemental Indentures. In executing, or permitting the additional trusts created by, any supplemental indenture permitted by this Article IX or the modification thereby of the trusts created by this Indenture, the Indenture Trustee and the Owner Trustee shall be entitled to receive, and subject to Sections 6.01 and 6.02, shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture. The Indenture Trustee and the Owner Trustee may, but shall not be obligated to, enter into any such supplemental indenture that affects the Indenture Trustee's or the Owner Trustee's, as applicable, own rights, duties, liabilities or immunities under this Indenture or otherwise. No amendment or waiver of any provision of this Indenture which adversely affects the Owner Trustee shall be effective without its prior written consent. The Indenture Trustee and the Owner Trustee shall be entitled to recover any costs (including any attorneys' fees and expenses) incurred in connection with a Supplemental Indenture.

SECTION 9.05 Effect of Supplemental Indenture. Upon the execution of any supplemental indenture pursuant to the provisions hereof, this Indenture shall be and shall be deemed to be modified and amended in accordance therewith with respect to the Notes affected thereby, and the respective rights, limitations of rights, obligations, duties, liabilities and immunities under this Indenture of the Indenture Trustee, the Issuer, the Holders of the Notes and the Certificateholder shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

SECTION 9.06 Conformity with Trust Indenture Act. Every amendment of this Indenture and every supplemental indenture executed pursuant to this Article IX shall conform to the requirements of the Trust Indenture Act as then in effect so long as this Indenture shall then be qualified under the Trust Indenture Act.

SECTION 9.07 Reference in Notes to Supplemental Indentures. Notes authenticated and delivered after the execution of any supplemental indenture pursuant to this Article IX may, and if required by the Indenture Trustee shall, bear a notation in form approved by the Indenture Trustee as to any matter provided for in such supplemental indenture. If the Issuer or the Indenture Trustee shall so determine, new Notes so modified as to conform, in the opinion of the Indenture Trustee and the Issuer, to any such supplemental indenture may be prepared and

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executed by the Issuer and authenticated and delivered by the Indenture Trustee in exchange for Outstanding Notes.

ARTICLE X

Termination of the Trust

SECTION 10.01 Termination of the Trusts Created by Indenture.

(a) The trusts created hereby and the respective obligations and responsibilities of the Issuer and the Indenture Trustee shall terminate upon (i) the purchase as of any Payment Date by the Servicer, or any successor to the Servicer, at its option of the Receivables primarily comprising the corpus of the Trust Estate as described in Section 10.02, (ii) the payment to the Noteholders of all amounts required to be paid to them pursuant to this Indenture and the release to or at the order of the Issuer of all remaining amounts or investments on deposit in the Collection Account and the release to the Seller of the amounts held in the Reserve Account or (iii) the maturity or liquidation of the last Receivable and the disposition of all property held as part of the Trust Estate. The Indenture Trustee shall promptly notify the Issuer and the Administrator of any prospective termination pursuant to this Section. The Issuer shall provide the Rating Agencies notice of any such termination upon receipt by it of the notice from the Indenture Trustee referred to in the immediately preceding sentence.

(b) Notice of any termination, specifying the Payment Date upon which the Noteholders must surrender their Notes to the Indenture Trustee for payment of the final distribution and retirement of the Notes, shall be given promptly by the Indenture Trustee (at the written direction of the Administrator) by letter to Noteholders mailed not later than the 15th day and not earlier than the 30th day prior to the date on which such final distribution is expected to occur specifying (i) the Payment Date upon which final payment of the Notes shall be made upon presentation and surrender of Notes at the office of the Indenture Trustee therein specified, (ii) the amount of any such final payment and (iii) if applicable, that the Record Date otherwise applicable to such Payment Date is not applicable, payments being made only upon presentation and surrender of the Notes at the office of the Indenture Trustee therein specified. The Indenture Trustee shall give such notice to the Note Registrar (if other than the Indenture Trustee) at the time such notice is given to Noteholders. In the event such notice is given, the Seller, the Servicer, or any successor to the Servicer, or the Indenture Trustee, as the case may be, shall make deposits into the Collection Account in accordance with Section 5.02 of the Sale and Servicing Agreement, or, in the case of an optional purchase of Receivables pursuant to Section 10.02, shall deposit the amount specified in Section 10.02. Upon presentation and surrender of the Notes, the Indenture Trustee shall cause to be distributed to Noteholders amounts distributable on such Payment Date pursuant to Section 5.06 of the Sale and Servicing Agreement.

SECTION 10.02 Optional Purchase of All Receivables. If the Servicer, or any successor to the Servicer, shall notify the Owner Trustee and the Indenture Trustee in writing of its intention to exercise the option granted to it in Section 9.01 of the Sale and Servicing Agreement to repurchase the corpus of the Trust Estate, then the Indenture Trustee shall give written notice thereof to each Securityholder, the Issuer and the Administrator as soon as practicable after their

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receipt of notice from the Servicer. Upon deposit by the Servicer or successor to the Servicer of the amount necessary to effect such purchase of the corpus of the Trust Estate, the Indenture Trustee shall make the final distributions to the Noteholders pursuant to Section 4.01 (the date of such payment to Noteholders, the "Redemption Date") and Certificateholders as set forth in Section 5.06 of the Sale and Servicing Agreement and Section 10.01 hereof and shall promptly transfer all of its right, title and interest in and to any amounts or investments remaining on deposit in the Collection Account and all of its rights to make withdrawals from the Reserve Account (excluding any portion thereof necessary to make distributions to Noteholders described in Section 3.03) to the Owner Trustee for the benefit of the Certificateholder and release from the lien of this Indenture all of the remaining Collateral. The Indenture Trustee shall execute, deliver and file all agreements, certificates, instruments or other documents necessary or reasonably requested by the Owner Trustee in order to affect such release and the transfer to the Owner Trustee of the Collateral.

ARTICLE XI

Miscellaneous

SECTION 11.01 Compliance Certificates and Opinions, etc.

(a) Upon any application or request by the Issuer to the Indenture Trustee to take any action under any provision of this Indenture, the Issuer shall, upon written request therefor from the Indenture Trustee, furnish to the Indenture Trustee (i) an Officer's Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with, (ii) an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with and (iii) (if required by the TIA) an Independent Certificate from a firm of certified public accountants meeting the applicable requirements of this Section, except that, in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture, no such written request from the Indenture Trustee need be furnished (and only such expressly required documents need be delivered in connection therewith).

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(i) a statement that each signatory of such certificate or opinion has read or has caused to be read such covenant or condition and the definitions herein relating thereto;

(ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(iii) a statement that, in the opinion of each such signatory, such signatory has made such examination or investigation as is necessary to enable such signatory to express an informed opinion as to whether or not such covenant or condition has been complied with; and

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(iv) a statement as to whether, in the opinion of each such signatory, such condition or covenant has been complied with.

(b) Prior to the deposit of any Collateral or other property or securities with the Indenture Trustee that is to be made the basis for the release of any property or securities subject to the lien of this Indenture, the Issuer shall, in addition to any obligation imposed in Section 11.01(a) or elsewhere in this Indenture, furnish to the Indenture Trustee an Officer's Certificate certifying or stating the opinion of each person signing such certificate as to the fair value (within ninety (90) days of such deposit) to the Issuer of the Collateral or other property or securities to be so deposited.

(c) Whenever the Issuer is required to furnish to the Indenture Trustee an Officer's Certificate certifying or stating the opinion of any signatory thereof as to the matters described in Section 11.01(b) above, the Issuer shall also deliver to the Indenture Trustee an Independent Certificate as to the same matters, if the fair value to the Issuer of the securities to be so deposited and of all other such securities made the basis of any such withdrawal or release since the commencement of the then-current fiscal year of the Issuer, as set forth in the certificates delivered pursuant to Section 11.01(b) and this Section 11.01(c) is 10% or more of the Outstanding Amount of the Notes, but such a certificate need not be furnished with respect to any securities so deposited, if the fair value thereof to the Issuer as set forth in the related Officer's Certificate is less than $25,000 or less than one percent of the Outstanding Amount of the Notes.

(d) Whenever any property or securities are to be released from the lien of this Indenture, the Issuer shall also furnish to the Indenture Trustee an Officer's Certificate certifying or stating the opinion of each person signing such certificate as to the fair value (within ninety (90) days of such release) of the property or securities proposed to be released and stating that in the opinion of such person the proposed release will not impair the security under this Indenture in contravention of the provisions hereof.

SECTION 11.02 Form of Documents Delivered to Indenture Trustee. In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an Authorized Officer of the Issuer may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which such officer's certificate or opinion is based are erroneous. Any such certificate of an Authorized Officer or Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Servicer, the Seller, the Issuer or the Administrator, stating that the information with respect to such factual matters is in the possession of the Servicer, the Seller, the Issuer or the Administrator, unless such counsel knows,

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or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

Whenever in this Indenture, in connection with any application or certificate or report to the Indenture Trustee, it is provided that the Issuer shall deliver any document as a condition of the granting of such application, or as evidence of the Issuer's compliance with any term hereof, it is intended that the truth and accuracy, at the time of the granting of such application or at the effective date of such certificate or report (as the case may be), of the facts and opinions stated in such document shall in such case be conditions precedent to the right of the Issuer to have such application granted or to the sufficiency of such certificate or report. The foregoing shall not, however, be construed to affect the Indenture Trustee's right to rely upon the truth and accuracy of any statement or opinion contained in any such document as provided in Article VI.

SECTION 11.03 Acts of Noteholders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Noteholders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Noteholders in person or by agents duly appointed in writing; and except as herein otherwise expressly provided such action shall become effective when such instrument or instruments are delivered to the Indenture Trustee, and, where it is hereby expressly required, to the Issuer. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Action" of the Noteholders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and (subject to Section 6.01) conclusive in favor of the Indenture Trustee and the Issuer, if made in the manner provided in this Section.

(b) The fact and date of the execution by any person of any such instrument or writing may be proved in any manner that the Indenture Trustee deems sufficient.

(c) The ownership of Notes shall be proved by the Note Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Notes shall bind the Holder of every Note issued upon the registration thereof or in exchange therefor or in lieu thereof, in respect of anything done, omitted or suffered to be done by the Indenture Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Note.

SECTION 11.04 Notices, etc., to Indenture Trustee, Issuer, Administrator and Rating Agencies. Any request, demand, authorization, direction, notice, consent, waiver or Action of Noteholders or other documents provided or permitted by this Indenture shall be in writing and if such request, demand, authorization, direction, notice, consent, waiver or Action of Noteholders is to be made upon, given or furnished to or filed with:

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(a) the Indenture Trustee by any Noteholder or by the Issuer shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing to or with the Indenture Trustee at its Corporate Trust Office; or

(b) the Issuer by the Indenture Trustee or by any Noteholder shall be sufficient for every purpose hereunder if in writing and mailed first-class, postage prepaid to the Issuer addressed to: Toyota Auto Receivables 2022-C Owner Trust, at the Corporate Trust Office (as defined in the Trust Agreement), with copies to: (i) Wilmington Trust, National Association, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, Attention: Corporate Trust Administration, (ii) Toyota Auto Receivables 2022-C Owner Trust, 6565 Headquarters Drive, W2-3D, Plano, Texas 75024-5965, Attention: Treasury Operations Department, (469) 486-9013, with a copy by electronic mail to TFS_Treasury_Operations@toyota.com, and (iii) Toyota Auto Receivables 2022-C Owner Trust, 6565 Headquarters Drive, W2-5A, Plano, Texas 75024-5965, Attention: General Counsel, or at any other address previously furnished in writing to the Indenture Trustee by the Issuer or the Administrator. The Issuer shall promptly transmit any notice received by it from the Noteholders to the Indenture Trustee; or

(c) the Administrator by the Indenture Trustee or by the Issuer shall be sufficient for every purpose hereunder made, given, furnished or filed in writing to or with the Indenture Trustee at (i) Toyota Motor Credit Corporation, 6565 Headquarters Drive, W2-3D, Plano, Texas 75024-5965, Attention: Treasury Operations Department, (469) 486-9013, with a copy by electronic mail to TFS_Treasury_Operations@toyota.com, and (iii) Toyota Motor Credit Corporation, 6565 Headquarters Drive, W2-5A, Plano, Texas 75024-5965, Attention: General Counsel, or at any other address previously furnished in writing to the Indenture Trustee by the Issuer or the Administrator.

Notices required to be given to the Rating Agencies by the Issuer shall be in writing, personally delivered or mailed by certified mail, return receipt requested, to (i) in the case of S&P, at the following address: S&P Global Ratings, 55 Water Street, New York, New York 10041, Attention: Asset Backed Surveillance Group (ii) in the case of Fitch, at the following address: Fitch Ratings, Inc., 33 Whitehall Street, New York, New York 10004; or as to each of the foregoing, at such other address as shall be designated by written notice to the other parties.

SECTION 11.05 Notices to Noteholders; Waiver. Where this Indenture provides for notice to Noteholders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) (a) in the case of Book-Entry Notes, upon delivery to the Clearing Agency in writing and (b) in the case of Definitive Notes, when mailed, first-class, postage prepaid to each Noteholder affected by such event, at his address as it appears on the Note Register, in each case being delivered or mailed, as the case may be, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. In any case where notice to Noteholders is given by mail, neither the failure to mail such notice nor any defect in any notice so mailed to any particular Noteholder shall affect the sufficiency of such notice with respect to other Noteholders, and any notice that is mailed in the manner herein provided shall conclusively be presumed to have been duly given.

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Where this Indenture provides for notice in any manner, such notice may be waived in writing by any Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Noteholders shall be filed with the Indenture Trustee but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such a waiver.

In case, by reason of the suspension of regular mail service as a result of a strike, work stoppage or similar activity, it shall be impractical to mail notice of any event to Noteholders when such notice is required to be given pursuant to any provision of this Indenture, then any manner of giving such notice as shall be satisfactory to the Indenture Trustee shall be deemed to be a sufficient giving of such notice.

Where this Indenture provides for notice to the Rating Agencies, failure to give such notice shall not affect any other rights or obligations created hereunder, and shall not under any circumstance constitute a Default or Event of Default.

Upon receipt of written direction from the Seller in accordance with Section 11.02 of the Sale and Servicing Agreement, the Indenture Trustee shall provide prompt notice to the related Noteholder or Note Owner, as applicable, of the date when the 180-day period ends without resolution by TMCC or the Seller, in each case in accordance with, and solely to the extent specified by the Seller, in such written direction.

SECTION 11.06 Alternate Payment and Notice Provisions. Notwithstanding any provision of this Indenture or any of the Notes to the contrary, the Issuer may enter into any agreement with any Holder of a Note providing for a method of payment, or notice by the Indenture Trustee or any Paying Agent to such Holder, that is different from the methods provided for in this Indenture for such payments or notices. The Issuer will furnish to the Indenture Trustee a copy of each such agreement and the Indenture Trustee will cause payments to be made and notices to be given in accordance with such agreements.

SECTION 11.07 Conflict with Trust Indenture Act. If any provision hereof limits, qualifies or conflicts with another provision hereof that is required to be included in this Indenture by any of the provisions of the Trust Indenture Act, such required provision shall control.

The provisions of TIA Sections 310 through 317 that impose duties on any person (including the provisions automatically deemed included herein unless expressly excluded by this Indenture) are a part of and govern this Indenture, whether or not physically contained herein.

SECTION 11.08 Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 11.09 Successors and Assigns. All covenants and agreements in this Indenture and the Notes by the Issuer shall bind its successors and assigns, whether so expressed or not. All agreements of the Indenture Trustee in this Indenture shall bind its successors, co-trustees and agents.

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SECTION 11.10 Severability. If any one or more of the covenants, agreements, provisions or terms of this Indenture shall be for any reason whatsoever held invalid or unenforceable in any jurisdiction, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Indenture and shall in no way affect the validity or enforceability of the other provisions of this Indenture or of the Notes or the Certificate or the rights of the Holders thereof.

SECTION 11.11 Benefits of Indenture. Nothing in this Indenture or the Notes, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, the Owner Trustee, the Administrator, the Servicer and the Noteholders, and any other party secured hereunder, and any other Person with an ownership interest in any part of the Trust Estate, any benefit or any legal or equitable right, remedy or claim under this Indenture.

SECTION 11.12 GOVERNING LAW. THIS INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS. REGARDLESS OF ANY PROVISION IN ANY OTHER AGREEMENT, FOR PURPOSES OF THE UCC, NEW YORK SHALL BE DEEMED TO BE THE SECURITIES INTERMEDIARY’S JURISDICTION, AND THE LAW OF THE STATE OF NEW YORK SHALL GOVERN ALL ISSUES SPECIFIED IN ARTICLE 2(1) OF THE HAGUE SECURITIES CONVENTION.

SECTION 11.13 Counterparts and Electronic Signatures. This Indenture may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Each party agrees that this Indenture and any other documents to be delivered in connection herewith may be digitally or electronically signed, and that any digital or electronic signatures (including PDF or facsimile) appearing on this Indenture or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SECTION 11.14 Recording of Indenture. If this Indenture is subject to recording in any appropriate public recording offices, such recording is to be effected by the Issuer and at its expense accompanied by an Opinion of Counsel (which may be counsel to the Indenture Trustee or any other counsel reasonably acceptable to the Indenture Trustee) to the effect that such recording is necessary either for the protection of the Noteholders or any other Person secured hereunder or for the enforcement of any right or remedy granted to the Indenture Trustee under this Indenture.

SECTION 11.15 Trust Obligation. No recourse may be taken, directly or indirectly, with respect to the representations, warranties, covenants, agreements and obligations of the Issuer, the Owner Trustee or the Indenture Trustee on the Notes or the Certificate or under this Indenture or any certificate or other writing delivered in connection herewith or therewith, against (i) the Indenture Trustee or the Owner Trustee in its individual capacity, (ii) any Certificateholder or other owner of a beneficial interest in the Issuer or (iii) any partner, owner,

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beneficiary, agent, officer, director, employee or agent of the Indenture Trustee or the Owner Trustee in its individual capacity, any Certificateholder or other owner of a beneficial interest in the Issuer, the Owner Trustee or the Indenture Trustee or of any successor or assign of the Indenture Trustee or the Owner Trustee in its individual capacity, except as any such Person may have expressly agreed (it being understood that the Indenture Trustee and the Owner Trustee, in their capacities as such, have no such obligations in their individual capacity) and except that any such partner, owner or beneficiary shall be fully liable, to the extent provided by applicable law, for any unpaid consideration for stock, unpaid capital contribution or failure to pay any installment or call owing to such entity. For all purposes of this Indenture, in the performance of any duties or obligations of the Issuer hereunder, the Owner Trustee shall be subject to, and entitled to the benefits of, the terms and provisions of Articles VI, VII and VIII of the Trust Agreement.

SECTION 11.16 No Petition. The Indenture Trustee, by entering into this Indenture, and each Noteholder (excluding for such purposes the outstanding principal amount of any Notes held of record or beneficially owned by TMCC, TAFR LLC or any of their Affiliates), by accepting a Note, hereby covenant and agree that they will not at any time acquiesce, petition or otherwise invoke or cause the Issuer or the Seller to invoke the process of any court or government authority for the purpose of commencing or sustaining a case against the Issuer or the Seller under any federal or state bankruptcy, insolvency or similar law, or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Issuer or the Seller, as the case may be, or any substantial part of its property, or ordering the winding up or liquidation of the affairs of the Issuer or the Seller, in connection with any obligations relating to the Notes, the Certificates, this Indenture or any of the Basic Documents prior to the date that is one year and one day after the date on which this Indenture is terminated. This Section 11.16 shall survive the termination of this Indenture and the termination of the Indenture Trustee under this Indenture.

SECTION 11.17 Inspection. The Issuer agrees that, on reasonable prior notice, it will permit any representative of the Indenture Trustee, during the Issuer's normal business hours, to examine all the books of account, records, reports and other papers of the Issuer, to make copies and extracts therefrom, to cause (at the expense of the requesting party) such books to be audited by Independent certified public accountants, and to discuss the Issuer's affairs, finances and accounts with the Issuer's officers, employees, and Independent certified public accountants, all at such reasonable times and as often as may be reasonably requested. The Indenture Trustee shall and shall cause its representatives to hold in confidence all such information except to the extent disclosure may be required by law (and all reasonable applications for confidential treatment are unavailing) and except to the extent that the Indenture Trustee may reasonably determine that such disclosure is consistent with its obligations hereunder.

SECTION 11.18 Intent of the Parties; Reasonableness. The Indenture Trustee and Issuer acknowledge and agree that the purpose of Sections 3.09 of this Indenture is to facilitate compliance by the Issuer and the Seller with the provisions of Regulation AB and related rules and regulations of the Commission.

Neither the Issuer nor the Administrator (acting on behalf of the Issuer) shall exercise its right to request delivery of information or other performance under these provisions other than in

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good faith, or for purposes other than compliance with the Securities Act, the Exchange Act and the rules and regulations of the Commission thereunder (or the provision in a private offering of disclosure comparable to that required under the Securities Act). The Indenture Trustee acknowledges that interpretations of the requirements of Regulation AB may change over time, whether due to interpretive guidance provided by the Commission or its staff, consensus among participants in the asset-backed securities markets, advice of counsel, or otherwise, and agrees to comply with reasonable requests made by the Issuer (or the Administrator, acting on behalf of the Issuer) in good faith for delivery of information under these provisions on the basis of evolving interpretations of Regulation AB. In connection with this transaction, the Indenture Trustee shall cooperate fully with the Issuer (or the Administrator, acting on behalf of the Issuer) to deliver to the Issuer (or the Administrator, acting on behalf of the Issuer), any and all statements, reports, certifications, records and any other information necessary in the good faith determination of the Issuer (or the Administrator, acting on behalf of the Issuer) to permit the Issuer to comply with the provisions of Regulation AB, together with such disclosures relating to the Indenture Trustee reasonably believed by the Issuer (or the Administrator, acting in good faith on behalf of the Issuer) to be necessary in order to effect such compliance.

The Issuer (or the Administrator, acting on behalf of the Issuer) shall cooperate with the Indenture Trustee by providing timely notice of requests for information under these provisions and by reasonably limiting such requests to information required, in the reasonable judgment or the Issuer to comply with Regulation AB.

SECTION 11.19 Subordination of Claims. The Issuer's obligations under this Indenture are obligations solely of the Issuer and will not constitute a claim against the Seller to the extent that the Issuer does not have funds sufficient to make payment of such obligations. In furtherance of and not in derogation of the foregoing, each of the Owner Trustee (in its individual capacity and as the Owner Trustee), by accepting the benefits of this Indenture, the Certificateholder, by accepting the Certificate, and the Indenture Trustee and the Securities Intermediary, by entering into this Indenture, and each Noteholder and Note Owner, by accepting the benefits of this Indenture, hereby acknowledges and agrees that such Person has no right, title or interest in or to the Other Assets of the Seller. To the extent that, notwithstanding the agreements and provisions contained in the preceding sentence, each of the Owner Trustee, the Indenture Trustee, the Securities Intermediary, each Noteholder or Note Owner and the Certificateholder either (i) asserts an interest or claim to, or benefit from, Other Assets, or (ii) is deemed to have any such interest, claim to, or benefit in or from Other Assets, whether by operation of law, legal process, pursuant to applicable provisions of insolvency laws or otherwise (including by virtue of Section 1111(b) of the Bankruptcy Code or any successor provision having similar effect under the Bankruptcy Code), then such Person further acknowledges and agrees that any such interest, claim or benefit in or from Other Assets is and will be expressly subordinated to the indefeasible payment in full, which, under the terms of the relevant documents relating to the securitization or conveyance of such Other Assets, are entitled to be paid from, entitled to the benefits of, or otherwise secured by such Other Assets (whether or not any such entitlement or security interest is legally perfected or otherwise entitled to a priority of distributions or application under applicable law, including insolvency laws, and whether or not asserted against the Seller), including the payment of post-petition interest on such other obligations and liabilities. This subordination agreement will be deemed a subordination agreement within the meaning of Section 510(a) of the Bankruptcy Code. Each of the Indenture Trustee and the Securities

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Intermediary, by entering into or accepting this Indenture, the Certificateholder, by accepting the Certificate, and the Owner Trustee, and each Noteholder or Note Owner, by accepting the benefits of this Indenture, hereby further acknowledges and agrees that no adequate remedy at law exists for a breach of this Section 11.19 and the terms of this Section 11.19 may be enforced by an action for specific performance. The provisions of this Section 11.19 will be for the third party benefit of those entitled to rely thereon and will survive the termination of this Indenture.

SECTION 11.20 WAIVER OF JURY TRIAL. EACH OF THE PARTIES TO THIS INDENTURE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 11.21 Submission to Jurisdiction. Each party submits to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York State Court sitting in New York, New York for legal proceedings relating to this Indenture. Each party irrevocably waives, to the fullest extent permitted by law, any objection that it may now or in the future have to the venue of a proceeding brought in such a court and any claim that the proceeding was brought in an inconvenient forum.

ARTICLE XII

ASSET REPRESENTATIONS REVIEW

SECTION 12.01 Noteholder and Note Owner Requests for Vote on Asset Representations Review. If the Indenture Trustee receives a notice from the Servicer pursuant to Section 11.01(a) of the Sale and Servicing Agreement regarding the occurrence of a Delinquency Trigger, then the Indenture Trustee shall promptly inform the Administrator regarding the method by which Noteholders and Note Owners may contact the Indenture Trustee in order to request a vote on whether to cause the ARR Receivables to be reviewed by the Asset Representations Reviewer pursuant to the terms of the Asset Representations Review Agreement. The Indenture Trustee shall promptly notify TMCC, the Depositor and the Administrator upon the receipt of any such request for a vote. Noteholders and Note Owners may request a vote not later than ninety (90) days after the date on which the Form 10-D describing the occurrence of such Delinquency Trigger shall have been filed by the Administrator pursuant to the terms of Section 1(a)(i)(Y) of the Administration Agreement; provided that, if the requesting party is a Note Owner and not a Noteholder, the Note Owner must include with its request a written certification that the requesting party is a Note Owner, together with one of the following additional forms of documentation of the requesting party's status as a Note Owner: (A) a trade confirmation; (B) an account statement; (C) a letter from a broker-dealer that is acceptable to the Indenture Trustee or Administrator, as applicable; or (D) any other form of documentation that is acceptable to the Indenture Trustee or Administrator, as applicable (any such Note Owner who provides the required certification and documentation, a "Verified Note Owner"). The Indenture Trustee shall promptly notify TMCC, the Depositor and the Administrator if Noteholders and Verified Note Owners representing at least 5% of the Outstanding Amount of the Notes (such requesting Noteholders and Verified Note Owners, collectively, the "Requesting Noteholders") properly and timely request a vote to cause the ARR

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Receivables to be reviewed by the Asset Representations Reviewer pursuant to the terms of the Asset Representations Review Agreement.

SECTION 12.02 Noteholder and Note Owner Vote on Asset Representations Review. Beginning promptly after receipt from the Administrator of a copy of a notice sent to Noteholders and Note Owners pursuant to Section 23(a)(ii) of the Administration Agreement, the Indenture Trustee shall cause the initiation of such a review to be submitted to a yes or no vote of the Noteholders (with respect to Book Entry Notes, as directed by the related Note Owners via the applicable Clearing Agency pursuant to its procedures for such votes) of record as of the most recent Record Date. If, by no earlier than the deadline specified by the Administrator pursuant to Section 23(a)(ii) of the Administration Agreement, (i) votes have been cast by Noteholders holding at least 5% of the Outstanding Amount of the Notes and (ii) affirmative votes in favor of an Asset Representations Review have been cast by Noteholders representing at least a majority of the Outstanding Amount of the Notes held by those Noteholders casting a vote, the Indenture Trustee will promptly notify the Servicer, TMCC, the Administrator, the Depositor and the Asset Representations Reviewer that the requisite Noteholders have directed the Asset Representations Reviewer to perform a review of the ARR Receivables for the purpose of determining whether such ARR Receivables were in compliance with the representations and warranties made by TMCC to the Seller pursuant to Section 2.03 of the Receivables Purchase Agreement and by the Seller to the Issuer pursuant to Section 3.01 of the Sale and Servicing Agreement.

SECTION 12.03 Evaluation of Review Report. If a Noteholder or a Verified Note Owner notifies the Indenture Trustee in writing that it considers any non-compliance of any representation to be a breach of the applicable Basic Document, or requests in writing that any Receivable be repurchased (including, for the avoidance of doubt, as described in Section 11.02 of the Sale and Servicing Agreement and Section 7.02(d) of this Indenture), the Indenture Trustee will promptly forward that written notice to TMCC and the Depositor. In addition, the Indenture Trustee may, but it is not obligated to, request the repurchase of an ARR Receivable on behalf of all Noteholders.

The Depositor will have the sole ability to determine if there was non-compliance with any representation or warranty made by it that constitutes a breach, and whether to repurchase the related ARR Receivable from the Issuer, and TMCC will have the sole ability to determine if there was non-compliance with any representation or warranty made by it that constitutes a breach, and whether to repurchase the related ARR Receivable from the Depositor.

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

TOYOTA AUTO RECEIVABLES 2022-C OWNER TRUST

By: WILMINGTON TRUST, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee

By: ______________________________
Name:
Title:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Indenture Trustee

By: ______________________________
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION, as Securities Intermediary

By: ______________________________
Name:
Title:

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SCHEDULE I

PERFECTION REPRESENTATIONS, WARRANTIES AND COVENANTS

In addition to the representations, warranties and covenants contained in this Indenture, the Issuer hereby represents, warrants and covenants to the Indenture Trustee as follows on the Closing Date:

1. This Indenture creates a valid and continuing security interest (as defined in the applicable UCC) in the Receivables and the other Collateral in favor of the Indenture Trustee, which security interest is prior to all other Liens, and is enforceable as such against creditors of and purchasers from the Issuer.

2. The Receivables constitute “chattel paper” (including “tangible chattel paper” and “electronic chattel paper”) within the meaning of the applicable UCC.

3. Each Trust Account constitutes either a “deposit account” or a “securities account” within the meaning of the UCC.

4. The Issuer owns and has good and marketable title to each Receivable free and clear of all Liens and rights of others (other than pursuant to the Basic Documents).

5. The Issuer has caused or will have caused, within ten (10) days after the Closing Date, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under applicable law in order to perfect the security interest in the Receivables granted to the Indenture Trustee hereunder.

6. With respect to Receivables that constitute tangible chattel paper, such tangible chattel paper is in the possession of the Servicer, and the Servicer (in its capacity as custodian) is holding such tangible chattel paper solely on behalf and for the benefit of the Issuer and the Indenture Trustee, as pledgee of the Issuer. With respect to Receivables that constitute electronic chattel paper, the Servicer has “control” of such electronic chattel paper within the meaning of Section 9-105 of the applicable UCC and the Servicer (in its capacity as custodian) is maintaining control of such electronic chattel paper solely on behalf and for the benefit of the Issuer and the Indenture Trustee, as pledgee of the Issuer. No person other than the Servicer has “control” of any Receivable that is evidenced by electronic chattel paper.

7. Either (1) (i) only one authoritative copy of each contract that constitutes or evidences the Receivable exists, and each such authoritative copy (y) is unique, identifiable, and unalterable (other than with the participation of TMCC, in the case of an addition or change of an identified assignee and other than a revision that is readily identifiable as an authorized or unauthorized revision) and (z) has been communicated to and is maintained by the Servicer or a third party provider acting on behalf of TMCC, (ii) the authoritative copy of the related contract identifies only TMCC as the assignee thereof, (iii) each copy of the authoritative copy of the related contract and any copy of a copy are readily identifiable as copies that are not the

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authoritative copy and (iv) the Receivable has been established in a manner such that (a) all copies or revisions that add or change an identified assignee of the authoritative copy of each contract that constitutes or evidences the Receivable must be made with the participation of TMCC, and (b) all revisions of the authoritative copy of each contract that constitute or evidence the Receivable must be readily identifiable as an authorized or unauthorized revision or (2) each contract that constitutes or evidences the Receivable and the system pursuant to which TMCC has acquired such contract reliably establishes TMCC as the person to whom the related chattel paper was assigned.

8. In the case of a Receivable evidenced by an electronic record consisting of a copy or image stored in an electronic medium of the original contract that was signed by the related Obligor, the related contract was originated in the form of an original contract that constitutes "tangible chattel paper" within the meaning of the applicable UCC, such original contract was delivered to the Servicer and, in accordance with the Customary Servicing Practices of the Servicer, was or will be destroyed as soon as practicable after the expiration of 14 to 30 days after the conversion of such original contract to an electronic record by a scanning and imaging process. After destruction of the original contract, the related Receivable will be evidenced only by "electronic chattel paper" within the meaning of the applicable UCC.

9. With respect to the Trust Accounts that constitute deposit accounts, either:

(i) the Issuer has delivered to the Indenture Trustee a fully executed agreement pursuant to which the bank maintaining the deposit accounts has agreed to comply with all instructions originated by the Indenture Trustee directing disposition of the funds in such Trust Accounts without further consent by the Issuer; or

(ii) the Issuer has taken all steps necessary to cause the Indenture Trustee to become the account holder of such Trust Accounts.

10. With respect to the Trust Accounts that constitute securities accounts or securities entitlements, either:

(i) the Issuer has delivered to the Indenture Trustee a fully executed agreement (1) that provides that the agreement is governed solely by the law of New York and that the law of the State of New York shall govern all issues specified in Article 2(1) of the Hague Securities Convention, (2) pursuant to which the securities intermediary has agreed to comply with all instructions originated by the Indenture Trustee relating to such Trust Accounts without further consent by the Issuer, and (3) with a securities intermediary that has and has had at all relevant times one or more offices (within the meaning of the Hague Securities Convention) in the United States of America which satisfies the "qualifying office" condition provided in the second sentence of Article 4(1) of the Hague Securities Convention; or

(ii) the Issuer has taken all steps necessary to cause the securities intermediary to identify in its records the Indenture Trustee as the Person having a security entitlement against the securities intermediary in each of such Trust Accounts so long as (1) the

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agreement governing the securities account satisfies the requirements of sub-clause (1) of the preceding clause (i), and (2) the securities intermediary satisfies the requirements of sub-clause (3) of the preceding clause (i).

11. Other than the security interest granted to the Indenture Trustee under this Indenture, the Issuer has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Receivables.

12. The Issuer has not authorized the filing of and is not aware of any financing statements against the Issuer that include a description of collateral covering the Receivables other than any financing statement (i) relating to the conveyance of the Receivables by TMCC to the Seller under the Receivables Purchase Agreement, (ii) relating to the conveyance of the Receivables by the Seller to the Issuer under the Sale and Servicing Agreement, (iii) relating to the security interest granted to the Indenture Trustee under this Indenture or (iv) that has been terminated. The Issuer is not aware of any material judgment, ERISA or tax lien filings against the Issuer.

13. No person other than the Servicer has "control" of any Receivable that is evidenced by electronic chattel paper.

14. The tangible chattel paper or electronic chattel paper that constitute or evidence the Receivables do not have any marks or notations indicating that they have been pledged, assigned or otherwise conveyed to any Person other than TMCC, the Seller, the Issuer or the Indenture Trustee.

15. No Trust Account that constitutes a securities account or securities entitlement is in the name of any Person other than the Issuer or the Indenture Trustee. The Issuer has not consented to the securities intermediary of any such Trust Account to comply with entitlement orders of any Person other than the Indenture Trustee.

16. No Trust Account that constitutes a deposit account is in the name of any Person other than the Issuer or the Indenture Trustee. The Issuer has not consented to the bank maintaining such Trust Account to comply with instructions of any Person other than the Indenture Trustee.

17. Notwithstanding any other provision of the Indenture or any other Basic Document, the perfection representations, warranties and covenants contained in this Schedule I shall be continuing, and remain in full force and effect until such time as all obligations under the Indenture have been finally and fully paid and performed.

18. The Issuer shall provide the Rating Agencies with prompt written notice of any material breach of the perfection representations, warranties and covenants contained in this Schedule I, and shall not, without satisfying the Rating Agency Condition, waive a breach of any of such perfection representations, warranties or covenants.

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19. The Issuer covenants that, in order to evidence the interests of the Indenture Trustee under this Indenture, the Issuer shall take such action, or execute and deliver such instruments as may be necessary or advisable (including, without limitation, such actions as are requested by the Indenture Trustee) to maintain and perfect, as a first priority interest, the Indenture Trustee's security interest in the Receivables. The Issuer shall, from time to time and within the time limits established by law, prepare and file, all financing statements, amendments, continuations, initial financing statements in lieu of a continuation statement, terminations, partial terminations, releases or partial releases, or any other filings necessary or advisable to continue, maintain and perfect the Indenture Trustee's security interest in the Receivables as a first-priority interest.

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EXHIBIT A-1

FORM OF CLASS A-1 NOTE

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THE PRINCIPAL OF THIS NOTE IS PAYABLE IN INSTALLMENTS AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL AMOUNT OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF.

THIS NOTE IS NOT AN OBLIGATION OF, AND WILL NOT BE INSURED OR GUARANTEED BY, ANY GOVERNMENTAL AGENCY OR TOYOTA AUTO FINANCE RECEIVABLES LLC, TOYOTA MOTOR CREDIT CORPORATION, THE INDENTURE TRUSTEE, THE OWNER TRUSTEE OR ANY OF THEIR RESPECTIVE AFFILIATES. THE PRINCIPAL AND INTEREST ON THIS NOTE IS PAYABLE SOLELY FROM PAYMENTS ON THE RECEIVABLES AND AMOUNTS ON DEPOSIT IN THE RESERVE ACCOUNT.

EACH PURCHASER AND TRANSFEREE OF THIS NOTE WILL BE DEEMED TO REPRESENT, WARRANT AND COVENANT EITHER THAT (A) IT IS NOT ACQUIRING THIS NOTE WITH THE ASSETS OF AN "EMPLOYEE BENEFIT PLAN" AS DEFINED IN SECTION 3(3) OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), WHICH IS SUBJECT TO THE PROVISIONS OF TITLE I OF ERISA, A "PLAN" DESCRIBED IN AND SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" BY REASON OF AN EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY OR ANY OTHER EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO ANY LAW SUBSTANTIALLY SIMILAR TO THE FIDUCIARY RESPONSIBILITY OR PROHIBITED TRANSACTION PROVISIONS OF TITLE I OF ERISA OR SECTION 4975 OF THE CODE ("SIMILAR LAW") OR (B) THE ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE WILL NOT GIVE RISE TO A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR A VIOLATION OF ANY SIMILAR LAW.

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[THIS NOTE HAS BEEN ISSUED WITH ORIGINAL ISSUE DISCOUNT (“OID”) FOR U.S. FEDERAL INCOME TAX PURPOSES. THE ISSUE PRICE, AMOUNT OF OID, ISSUE DATE AND YIELD TO MATURITY OF THIS NOTE MAY BE OBTAINED BY WRITTEN REQUEST DELIVERED TO THE ADMINISTRATOR AND THE ISSUER AT THEIR RESPECTIVE ADDRESSES FOR NOTICES, AS DESCRIBED IN SECTION 11.04 OF THE INDENTURE.]

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No. 1

$[__________]
CUSIP No. [__________]
ISIN No. : [__________]

TOYOTA AUTO RECEIVABLES 2022-C OWNER TRUST

[_]% ASSET BACKED NOTES, CLASS A-1

Toyota Auto Receivables 2022-C Owner Trust, a statutory trust organized and existing under the laws of the State of Delaware (herein referred to as the "Issuer"), for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of [__________] DOLLARS ($[__________]) payable on each Payment Date in an amount equal to the aggregate amount, if any, payable from the Collection Account in respect of principal on this Note on such Payment Date pursuant to Section 3.01 of the Indenture, dated as of August 16, 2022, among the Issuer, U.S. Bank Trust Company, National Association, a national banking association, as Indenture Trustee (the "Indenture Trustee"), and U.S. Bank National Association, as securities intermediary and Sections 5.06(b) and 5.06(c) of the Sale and Servicing Agreement, dated as of August 16, 2022, between the Issuer, TAFR LLC, as Seller, and TMCC, as Servicer (which amounts will be limited to the portion of Available Collections available to make the payments specified in such Sections); provided, however, that the entire unpaid principal amount of this Note shall be due and payable on the earlier of the Payment Date occurring in [__________], 20[__] (the "Class A-1 Final Scheduled Payment Date") and the Payment Date described in Section 10.01 of the Indenture. Capitalized terms used but not defined herein have the meanings ascribed thereto in the Indenture and the Sale and Servicing Agreement, as the case may be.

The Issuer will pay interest on this Note at the rate per annum shown above on each Payment Date until the principal of this Note is paid or made available for payment, on the principal amount of this Note outstanding on the preceding Payment Date (after giving effect to all payments of principal made on the preceding Payment Date), subject to certain limitations contained in Section 3.01 of the Indenture and Sections 5.06(b) and 5.06(c) of the Sale and Servicing Agreement. Interest on this Note will accrue from, and including, each Payment Date (or, in the case of the first Payment Date, from, and including, the Closing Date) to, but excluding, the subsequent Payment Date. Interest will be computed on the basis specified in the Indenture for each Interest Period. Such principal of and interest on this Note shall be paid in the manner specified on the reverse hereof.

The principal of and interest on this Note is payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the Issuer with respect to this Note shall be applied first to interest due and payable on this Note as provided above and then to the unpaid principal of this Note.

Reference is made to the further provisions of this Note set forth on the reverse hereof, which shall have the same effect as though fully set forth on the face of this Note.

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Unless the certificate of authentication hereon has been executed by the Indenture Trustee whose name appears below by manual signature, this Note shall not be entitled to any benefit under the Indenture referred to on the reverse hereof, or be valid or obligatory for any purpose.

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IN WITNESS WHEREOF, the Issuer has caused this instrument to be signed, manually or in facsimile, by its Authorized Officer, as of the date set forth below.

Dated: August 16, 2022

TOYOTA AUTO RECEIVABLES 2022-C
OWNER TRUST

By: WILMINGTON TRUST, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee under the Trust Agreement

By: ________________________________
Authorized Signatory

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TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated above and referred to in the within-mentioned Indenture.

Dated: August 16, 2022

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
not in its individual capacity but solely as Indenture Trustee,

By: __________________________________
Authorized Signatory

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This Note is one of a duly authorized issue of Notes of the Issuer, designated as its [__]% Asset Backed Notes, Class A-1 (herein called the "Class A-1 Notes"), all issued under the Indenture, to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights and obligations thereunder of the Issuer, the Indenture Trustee and the Holders of the Notes. The Class A-1 Notes are subject to all terms of the Indenture.

The Class A-1 Notes, the Class A-2a Notes, the Class A-2b Notes, the Class A-3 Notes and the Class A-4 Notes (collectively, the "Class A Notes") are and will be equally and ratably secured by the collateral pledged as security therefor as provided in the Indenture. The Class B Notes are subordinated in right of payment to the Class A Notes, and are secured by the collateral pledged as security therefor as provided in the Indenture.

Principal of the Class A-1 Notes will be payable on each Payment Date in an amount described in the Indenture. "Payment Date" means the 15th day of each month, or, if any such date is not a Business Day, the next succeeding Business Day, commencing in September 2022.

Notwithstanding the foregoing, the entire unpaid principal amount of the Notes shall be due and payable (i) on the date on which an Event of Default shall have occurred and be continuing and the Indenture Trustee or the Holders of at least a majority of the Outstanding Amount of the Notes of the Controlling Class, acting together as a single Class, have declared the Notes to be immediately due and payable in the manner provided in Section 5.02 of the Indenture or (ii) following the termination or liquidation of the Trust Estate in connection with the exercise by the Servicer of its option to purchase the Receivables pursuant to Section 9.01 of the Sale and Servicing Agreement and Section 10.02 of the Indenture. If any such event occurs, all principal payments on the Notes will be made first, to the Holders of the Class A-1 Notes until the Class A-1 Notes have been paid in full, second, *pro rata*, based upon their respective unpaid principal balance, to Holders of the Class A-2a Notes, the Class A-2b Notes, the Class A-3 Notes and the Class A-4 Notes until each such Class of the Notes has been paid in full, and third, to the Class B Notes until the Class B Notes have been paid in full.

Payments of interest on this Note due and payable on each Payment Date, together with the installment of principal, if any, to the extent not in full payment of this Note, shall be paid to the Person in whose name such Note (or one or more Predecessor Notes) is registered in the Note Register on the Record Date. Such payment will be made to such Person's as appears on the Note Register on such Record Date by wire transfer to the account specified by the registered holder of any Note with a face amount of at least $10,000,000. Any reduction in the principal amount of this Note (or any one or more Predecessor Notes) effected by any payments made on any Payment Date shall be binding upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof, whether or not noted hereon. If funds are expected to be available, as provided in the Indenture, for payment in full of the then remaining unpaid principal amount of this Note on a Payment Date, then the Indenture Trustee, in the name of and on behalf of the Issuer, will notify the Person who was the Registered Holder hereof as of the Record Date preceding such Payment Date by notice mailed or transmitted by facsimile prior to such Payment Date, and the amount then due and payable shall be payable only upon presentation and surrender of this Note at the Indenture Trustee's

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principal Corporate Trust Office or at the office of the Indenture Trustee's agent appointed for such purposes located in the City of New York.

The Issuer shall pay interest on overdue installments of interest at the Class A-1 Rate to the extent lawful.

As provided in the Indenture and subject to certain limitations set forth therein, the transfer of this Note may be registered on the Note Register upon surrender of this Note for registration of transfer at the office or agency designated by the Issuer pursuant to the Indenture, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Indenture Trustee as set forth in Section 2.04 of the Indenture, and thereupon one or more new Notes of authorized denominations and in the same aggregate principal amount will be issued to the designated transferee or transferees. No service charge will be charged for any registration of transfer or exchange of this Note, but the Noteholder may be required to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any such registration of transfer or exchange.

Each Noteholder or Note Owner, by acceptance of a Note or, in the case of a Note Owner, a beneficial interest in a Note, covenants and agrees that no recourse may be taken, directly or indirectly, with respect to the obligations of the Issuer, the Owner Trustee or the Indenture Trustee on the Notes or under the Indenture or any certificate or other writing delivered in connection therewith, against (i) the Indenture Trustee or the Owner Trustee in its individual capacity, (ii) any owner of a beneficial interest in the Issuer or (iii) any partner, owner, beneficiary, agent, officer, director or employee of the Indenture Trustee or the Owner Trustee in its individual capacity, any holder of a beneficial interest in the Issuer, the Owner Trustee or the Indenture Trustee or of any successor or assign of the Indenture Trustee or the Owner Trustee in its individual capacity, except as any such Person may have expressly agreed (it being understood that the Indenture Trustee and the Owner Trustee, in their capacities as such, have no such obligations in their individual capacity) and except that any such partner, owner or beneficiary shall be fully liable, to the extent provided by applicable law, for any unpaid consideration for stock, unpaid capital contribution or failure to pay any installment or call owing to such entity. The Holder of this Note by its acceptance hereof agrees that, except as expressly provided in the Basic Documents, in the case of an Event of Default under the Indenture, the Holder shall have no claim against any of the foregoing for any deficiency, loss or claim therefrom; provided, however, that nothing contained herein shall be taken to prevent recourse to, and enforcement against, the assets of the Issuer for any and all liabilities, obligations and undertakings contained in the Indenture or in this Note.

Each Noteholder or Note Owner that is not TMCC, TAFR LLC or an Affiliate of either of them, by acceptance of a Note or, in the case of a Note Owner, a beneficial interest in a Note, covenants and agrees by accepting the benefits of the Indenture that such Noteholder or Note Owner will not at any time institute against the Seller or the Issuer, or join in any institution against the Seller or the Issuer of, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under any United States federal or state bankruptcy or similar law in connection with any obligations relating to the Notes, the Indenture or the Basic Documents.

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The Issuer has entered into the Indenture and this Note is issued with the intention that, for purposes of U.S. federal and state income tax, franchise tax, and any other tax measured in whole or in part by income, the Notes (other than the Retained Notes) will be classified as debt. Each Noteholder, by acceptance of a Note (and each Note Owner by acceptance of a beneficial interest in a Note), agrees to treat the Notes (other than the Retained Notes) for purposes of U.S. federal and state income tax, franchise tax, and any other tax measured in whole or in part by income as debt.

Prior to the due presentment for registration of transfer of this Note, the Issuer, the Indenture Trustee and any agent of the Issuer or the Indenture Trustee may treat the Person in whose name this Note (as of the day of determination or as of such other date as may be specified in the Indenture) is registered as the owner hereof for all purposes, whether or not this Note be overdue, and none of the Issuer, the Indenture Trustee or any such agent shall be affected by notice to the contrary.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the Holders of the Notes under the Indenture, in some cases without the consent of the Holders of any Class of Notes and in other cases with the consent of Holders of only the Controlling Class of Notes. Section 5.12 of the Indenture also contains provisions permitting the Holders of Notes representing specified percentages of the Outstanding Amount of the Notes of the Controlling Class, as specified therein, on behalf of the Holders of all the Notes of such Classes, to waive compliance by the Issuer with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note (or any one or more Predecessor Notes) shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof whether or not notation of such consent or waiver is made upon this Note. The Indenture also permits the Indenture Trustee to amend or waive certain terms and conditions set forth in the Indenture without the consent of Holders of the Notes issued thereunder.

The term “Issuer” as used in this Note includes any successor to the Issuer under the Indenture.

The Issuer is permitted by the Indenture, under certain circumstances, to merge or consolidate, subject to the rights of the Indenture Trustee and the Holders of Notes under the Indenture.

The Notes are issuable only in registered form in denominations as provided in the Indenture, subject to certain limitations therein set forth.

This Note and the Indenture shall be governed by and construed in accordance with the laws of the State of New York, without reference to its conflict of law provisions (other than Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York), and the obligations, rights and remedies of the parties hereunder and thereunder shall be determined in accordance with such laws.

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No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency herein prescribed.

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ASSIGNMENT

Social Security or taxpayer I.D. or other identifying number of assignee:__________________

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

____

(name and address of assignee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints, attorney, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: */

Signature Guaranteed:

__________________*/

*/ NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular, without alteration, enlargement or any change whatever. Such signature must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Note Registrar, which requirements include membership or participation in STAMP or such other "signature guarantee program" as may be determined by the Note Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

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EXHIBIT A-2

FORM OF CLASS A-[2A][2B][3][4] NOTE

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THE PRINCIPAL OF THIS NOTE IS PAYABLE IN INSTALLMENTS AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL AMOUNT OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF.

THIS NOTE IS NOT AN OBLIGATION OF, AND WILL NOT BE INSURED OR GUARANTEED BY, ANY GOVERNMENTAL AGENCY OR TOYOTA AUTO FINANCE RECEIVABLES LLC, TOYOTA MOTOR CREDIT CORPORATION, THE INDENTURE TRUSTEE, THE OWNER TRUSTEE OR ANY OF THEIR RESPECTIVE AFFILIATES. THE PRINCIPAL AND INTEREST ON THIS NOTE IS PAYABLE SOLELY FROM PAYMENTS ON THE RECEIVABLES AND AMOUNTS ON DEPOSIT IN THE RESERVE ACCOUNT.

EACH PURCHASER AND TRANSFEREE OF THIS NOTE WILL BE DEEMED TO REPRESENT, WARRANT AND COVENANT EITHER THAT (A) IT IS NOT ACQUIRING THIS NOTE WITH THE ASSETS OF AN “EMPLOYEE BENEFIT PLAN” AS DEFINED IN SECTION 3(3) OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), WHICH IS SUBJECT TO THE PROVISIONS OF TITLE I OF ERISA, A “PLAN” DESCRIBED IN AND SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”), AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE “PLAN ASSETS” BY REASON OF AN EMPLOYEE BENEFIT PLAN’S OR PLAN’S INVESTMENT IN THE ENTITY OR ANY OTHER EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO ANY LAW SUBSTANTIALLY SIMILAR TO THE FIDUCIARY RESPONSIBILITY OR PROHIBITED TRANSACTION PROVISIONS OF TITLE I OF ERISA OR SECTION 4975 OF THE CODE (“SIMILAR LAW”) OR (B) THE ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE WILL NOT GIVE RISE TO A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR A VIOLATION OF ANY SIMILAR LAW.

[THIS NOTE HAS BEEN ISSUED WITH ORIGINAL ISSUE DISCOUNT (“OID”) FOR U.S. FEDERAL INCOME TAX PURPOSES. THE ISSUE PRICE, AMOUNT OF OID, ISSUE DATE AND YIELD TO MATURITY OF THIS NOTE MAY BE OBTAINED BY

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WRITTEN REQUEST DELIVERED TO THE ADMINISTRATOR AND THE ISSUER AT THEIR RESPECTIVE ADDRESSES FOR NOTICES, AS DESCRIBED IN SECTION 11.04 OF THE INDENTURE.]

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No. 1

$[__________]
CUSIP No. [__________]
ISIN No. : [__________]

TOYOTA AUTO RECEIVABLES 2022-C OWNER TRUST

[[__]%] [SOFR Rate + [__]%][1] ASSET BACKED NOTES, CLASS A-[2a][2b][3][4]

Toyota Auto Receivables 2022-C Owner Trust, a statutory trust organized and existing under the laws of the State of Delaware (herein referred to as the "Issuer"), for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of [__________] DOLLARS ($[__________]) payable on each Payment Date in an amount equal to [the result obtained by multiplying (i) a fraction the numerator of which is $[__________] and the denominator of which is $[__________] by (ii)] the aggregate amount, if any, payable from the Collection Account in respect of principal on this Note on such Payment Date pursuant to Section 3.01 of the Indenture, dated as of August 16, 2022, among the Issuer, U.S. Bank Trust Company, National Association, a national banking association, as Indenture Trustee (the "Indenture Trustee"), and U.S. Bank National Association, as securities intermediary and Sections 5.06(b) and 5.06(c) of the Sale and Servicing Agreement, dated as of August 16, 2022, between the Issuer, TAFR LLC, as Seller, and TMCC, as Servicer (which amounts will be limited to the portion of Available Collections available to make the payments specified in such Sections); provided, however, that the entire unpaid principal amount of this Note shall be due and payable on the earlier of the Payment Date occurring in [__________], 20[__] (the "Class A-[2a][2b][3][4] Final Scheduled Payment Date") and the Payment Date described in Section 10.01 of the Indenture. Capitalized terms used but not defined herein have the meanings ascribed thereto in the Indenture and the Sale and Servicing Agreement, as the case may be.

The Issuer will pay interest on this Note at the rate per annum shown above on each Payment Date until the principal of this Note is paid or made available for payment, on the principal amount of this Note outstanding on the preceding Payment Date (after giving effect to all payments of principal made on the preceding Payment Date), subject to certain limitations contained in Section 3.01 of the Indenture and Sections 5.06(b) and 5.06(c) of the Sale and Servicing Agreement[, and provided that, if the SOFR Rate is less than 0.00% for any Interest Period, then the SOFR Rate for such Interest Period will be 0.00%][2]. Interest on this Note will accrue from (and including) [the 15th day of each calendar month to (but excluding) the 15th day of the succeeding calendar month, except that the first interest accrual period will be from (and including) the Closing Date to (but excluding) September 15, 2022][3] [each Payment Date (or in the case of the first Payment Date, from, and including, the Closing Date) to, but excluding the subsequent Payment Date][4]. Interest will be computed on the basis specified in the Indenture for

1 Insert for Class A-2b Notes.

2 Insert for Class A-2b Notes.

3 Insert for Class A-2a Notes, Class A-3 Notes and Class A-4 Notes.

4 Insert for Class A-2b Notes.

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each Interest Period. Such principal of and interest on this Note shall be paid in the manner specified on the reverse hereof.

The principal of and interest on this Note is payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the Issuer with respect to this Note shall be applied first to interest due and payable on this Note as provided above and then to the unpaid principal of this Note.

Reference is made to the further provisions of this Note set forth on the reverse hereof, which shall have the same effect as though fully set forth on the face of this Note.

Unless the certificate of authentication hereon has been executed by the Indenture Trustee whose name appears below by manual signature, this Note shall not be entitled to any benefit under the Indenture referred to on the reverse hereof, or be valid or obligatory for any purpose.

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IN WITNESS WHEREOF, the Issuer has caused this instrument to be signed, manually or in facsimile, by its Authorized Officer, as of the date set forth below.

Dated: August 16, 2022

TOYOTA AUTO RECEIVABLES 2022-C
OWNER TRUST

By: WILMINGTON TRUST, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee under the Trust Agreement

By: ___________________________________
Authorized Signatory

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TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated above and referred to in the within-mentioned Indenture.

Dated: August 16, 2022

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, not in its individual capacity but solely as Indenture Trustee

By: ____________________________________
Authorized Signatory

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This Note is one of a duly authorized issue of Notes of the Issuer, designated as its [[__]%] [SOFR Rate + [__]%] Asset Backed Notes, Class A-[2a][2b][3][4] (herein called the "Class A-[2a][2b][3][4] Notes"), all issued under the Indenture, to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights and obligations thereunder of the Issuer, the Indenture Trustee and the Holders of the Notes. The Class A-[2a][2b][3][4] Notes are subject to all terms of the Indenture.

The Class A-1 Notes, the Class A-2a Notes, the Class A-2b Notes, the Class A-3 Notes and the Class A-4 Notes (collectively, the "Class A Notes") are and will be equally and ratably secured by the collateral pledged as security therefor as provided in the Indenture. The Class B Notes are subordinated in right of payment to the Class A Notes, and are secured by the collateral pledged as security therefor as provided in the Indenture.

Principal of the Class A-[2a][2b][3][4] Notes will be payable on each Payment Date in an amount described in the Indenture. "Payment Date" means the 15th day of each month, or, if any such date is not a Business Day, the next succeeding Business Day, commencing in September 2022.

Notwithstanding the foregoing, the entire unpaid principal amount of the Notes shall be due and payable (i) on the date on which an Event of Default shall have occurred and be continuing and the Indenture Trustee or the Holders of at least a majority of the Outstanding Amount of the Notes of the Controlling Class, acting together as a single class, have declared the Notes to be immediately due and payable in the manner provided in Section 5.02 of the Indenture or (ii) following the termination or liquidation of the Trust Estate in connection with the exercise by the Servicer of its option to purchase the Receivables pursuant to Section 9.01 of the Sale and Servicing Agreement and Section 10.02 of the Indenture. If any such event occurs, all principal payments on the Notes will be made first, to the Holders of the Class A-1 Notes until the Class A-1 Notes have been paid in full, second, *pro rata*, based upon their respective unpaid principal balance, to Holders of the Class A-2a Notes, the Class A-2b Notes, the Class A-3 Notes and the Class A-4 Notes until each such Class of the Notes has been paid in full, and third, to the Class B Notes until the Class B Notes have been paid in full.

Payments of interest on this Note due and payable on each Payment Date, together with the installment of principal, if any, to the extent not in full payment of this Note, shall be paid to the Person in whose name such Note (or one or more Predecessor Notes) is registered in the Note Register on the Record Date. With respect to Notes registered on the Record Date in the name of the nominee of the Clearing Agency (initially, such nominee to be Cede & Co.), payment will be made by wire transfer in immediately available funds to the account designated by such nominee, except for the final installment of principal payable with respect to such Note on a Payment Date or on the applicable Final Scheduled Payment Date, which shall be payable as provided below. Such payment will be made to such Person as appears on the Note Register on such Record Date by wire transfer to the account specified by the registered holder of any Note with a face amount of at least $10,000,000. Any reduction in the principal amount of this Note (or any one or more Predecessor Notes) effected by any payments made on any Payment Date shall be binding upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof, whether or not noted hereon. If funds are expected to be available, as provided in the Indenture, for payment in full of the then

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remaining unpaid principal amount of this Note on a Payment Date, then the Indenture Trustee, in the name of and on behalf of the Issuer, will notify the Person who was the Registered Holder hereof as of the Record Date preceding such Payment Date by notice mailed or transmitted by facsimile prior to such Payment Date, and the amount then due and payable shall be payable only upon presentation and surrender of this Note at the Indenture Trustee's principal Corporate Trust Office or at the office of the Indenture Trustee's agent appointed for such purposes located in the City of New York.

The Issuer shall pay interest on overdue installments of interest at the Class A-[2a][2b][3][4] Rate to the extent lawful.

As provided in the Indenture and subject to certain limitations set forth therein, the transfer of this Note may be registered on the Note Register upon surrender of this Note for registration of transfer at the office or agency designated by the Issuer pursuant to the Indenture, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Indenture Trustee as set forth in Section 2.04 of the Indenture, and thereupon one or more new Notes of authorized denominations and in the same aggregate principal amount will be issued to the designated transferee or transferees. No service charge will be charged for any registration of transfer or exchange of this Note, but the Noteholder may be required to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any such registration of transfer or exchange.

Each Noteholder or Note Owner, by acceptance of a Note or, in the case of a Note Owner, a beneficial interest in a Note, covenants and agrees that no recourse may be taken, directly or indirectly, with respect to the obligations of the Issuer, the Owner Trustee or the Indenture Trustee on the Notes or under the Indenture or any certificate or other writing delivered in connection therewith, against (i) the Indenture Trustee or the Owner Trustee in its individual capacity, (ii) any owner of a beneficial interest in the Issuer or (iii) any partner, owner, beneficiary, agent, officer, director or employee of the Indenture Trustee or the Owner Trustee in its individual capacity, any holder of a beneficial interest in the Issuer, the Owner Trustee or the Indenture Trustee or of any successor or assign of the Indenture Trustee or the Owner Trustee in its individual capacity, except as any such Person may have expressly agreed (it being understood that the Indenture Trustee and the Owner Trustee, in their capacities as such, have no such obligations in their individual capacity) and except that any such partner, owner or beneficiary shall be fully liable, to the extent provided by applicable law, for any unpaid consideration for stock, unpaid capital contribution or failure to pay any installment or call owing to such entity. The Holder of this Note by its acceptance hereof agrees that, except as expressly provided in the Basic Documents, in the case of an Event of Default under the Indenture, the Holder shall have no claim against any of the foregoing for any deficiency, loss or claim therefrom; provided, however, that nothing contained herein shall be taken to prevent recourse to, and enforcement against, the assets of the Issuer for any and all liabilities, obligations and undertakings contained in the Indenture or in this Note.

Each Noteholder or Note Owner, by acceptance of a Note or, in the case of a Note Owner, a beneficial interest in a Note, covenants and agrees by accepting the benefits of the Indenture that such Noteholder or Note Owner will not at any time institute against the Seller or the Issuer, or join in any institution against the Seller or the Issuer of, any bankruptcy,

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reorganization, arrangement, insolvency or liquidation proceedings under any United States federal or state bankruptcy or similar law in connection with any obligations relating to the Notes, the Indenture or the Basic Documents.

The Issuer has entered into the Indenture and this Note is issued with the intention that, for purposes of U.S. federal and state income tax, franchise tax, and any other tax measured in whole or in part by income, the Notes (other than the Retained Notes) will be classified as debt. Each Noteholder, by acceptance of a Note (and each Note Owner by acceptance of a beneficial interest in a Note), agrees to treat the Notes (other than the Retained Notes) for purposes of U.S. federal and state income tax, franchise tax, and any other tax measured in whole or in part by income as debt.

Prior to the due presentment for registration of transfer of this Note, the Issuer, the Indenture Trustee and any agent of the Issuer or the Indenture Trustee may treat the Person in whose name this Note (as of the day of determination or as of such other date as may be specified in the Indenture) is registered as the owner hereof for all purposes, whether or not this Note be overdue, and none of the Issuer, the Indenture Trustee or any such agent shall be affected by notice to the contrary.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the Holders of the Notes under the Indenture, in some cases without the consent of the Holders of any Class of Notes and in other cases with the consent of Holders of only the Controlling Class of Notes. Section 5.12 of the Indenture also contains provisions permitting the Holders of Notes representing specified percentages of the Outstanding Amount of the Notes of the Controlling Class, as specified therein, on behalf of the Holders of all the Notes of such Classes, to waive compliance by the Issuer with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note (or any one or more Predecessor Notes) shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof whether or not notation of such consent or waiver is made upon this Note. The Indenture also permits the Indenture Trustee to amend or waive certain terms and conditions set forth in the Indenture without the consent of Holders of the Notes issued thereunder.

The term “Issuer” as used in this Note includes any successor to the Issuer under the Indenture.

The Issuer is permitted by the Indenture, under certain circumstances, to merge or consolidate, subject to the rights of the Indenture Trustee and the Holders of Notes under the Indenture.

The Notes are issuable only in registered form in denominations as provided in the Indenture, subject to certain limitations therein set forth.

This Note and the Indenture shall be governed by and construed in accordance with the laws of the State of New York, without reference to its conflict of law provisions (other than

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Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York), and the obligations, rights and remedies of the parties hereunder and thereunder shall be determined in accordance with such laws.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency herein prescribed.

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ASSIGNMENT

Social Security or taxpayer I.D. or other identifying number of assignee:__________________

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

____

(name and address of assignee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints, attorney,
to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: */

Signature Guaranteed:
__________________*/

*/ NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular, without alteration, enlargement or any change whatever. Such signature must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Note Registrar, which requirements include membership or participation in STAMP or such other "signature guarantee program" as may be determined by the Note Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

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EXHIBIT A-3

FORM OF CLASS B NOTE

[THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE SECURITIES OR BLUE SKY LAWS OF ANY STATE IN THE UNITED STATES OR ANY FOREIGN SECURITIES LAWS. NO SALE, PLEDGE OR OTHER TRANSFER OF THIS NOTE MAY BE MADE BY ANY PERSON UNLESS EITHER (I) SUCH SALE, PLEDGE OR OTHER TRANSFER IS MADE TO THE DEPOSITOR, (II) SUCH SALE, PLEDGE OR OTHER TRANSFER IS MADE TO AN ACCREDITED INVESTOR THAT EXECUTES A CERTIFICATE, SUBSTANTIALLY IN THE FORM SPECIFIED IN THE INDENTURE, TO THE EFFECT THAT IT IS AN ACCREDITED INVESTOR ACTING FOR ITS OWN ACCOUNT (AND NOT FOR THE ACCOUNT OF OTHERS) OR AS A FIDUCIARY OR AGENT FOR OTHERS (WHICH OTHERS ALSO ARE ACCREDITED INVESTORS UNLESS THE HOLDER IS A BANK ACTING IN ITS FIDUCIARY CAPACITY), (III) SO LONG AS THIS NOTE IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT, SUCH SALE, PLEDGE OR OTHER TRANSFER IS MADE TO A PERSON WHO THE PROSPECTIVE TRANSFEROR REASONABLY BELIEVES AFTER DUE INQUIRY IS A QUALIFIED INSTITUTIONAL BUYER, ACTING FOR ITS OWN ACCOUNT (AND NOT FOR THE ACCOUNT OF OTHERS) OR AS A FIDUCIARY OR AGENT FOR OTHERS (WHICH OTHERS ALSO ARE QUALIFIED INSTITUTIONAL BUYERS) TO WHOM NOTICE IS GIVEN THAT THE SALE, PLEDGE OR TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, OR (IV) SUCH SALE, PLEDGE OR OTHER TRANSFER IS OTHERWISE MADE IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, IN WHICH CASE THE INDENTURE TRUSTEE SHALL REQUIRE THAT BOTH THE PROSPECTIVE TRANSFEROR AND THE PROSPECTIVE TRANSFEREE CERTIFY TO THE ISSUER, THE INDENTURE TRUSTEE AND THE DEPOSITOR IN WRITING THE FACTS SURROUNDING SUCH TRANSFER, WHICH CERTIFICATION SHALL BE IN FORM AND SUBSTANCE SATISFACTORY TO THE INDENTURE TRUSTEE AND THE DEPOSITOR. EXCEPT IN THE CASE OF A TRANSFER DESCRIBED IN CLAUSES (I) OR (III) ABOVE, THE INDENTURE TRUSTEE SHALL REQUIRE A WRITTEN OPINION OF COUNSEL (WHICH SHALL NOT BE AT THE EXPENSE OF THE ISSUER, THE OWNER TRUSTEE, THE INDENTURE TRUSTEE, THE DEPOSITOR OR TOYOTA MOTOR CREDIT CORPORATION) SATISFACTORY TO THE DEPOSITOR AND THE INDENTURE TRUSTEE TO THE EFFECT THAT SUCH TRANSFER WILL NOT VIOLATE THE SECURITIES ACT.]

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR

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OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THE PRINCIPAL OF THIS NOTE IS PAYABLE IN INSTALLMENTS AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL AMOUNT OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF.

THIS NOTE IS NOT AN OBLIGATION OF, AND WILL NOT BE INSURED OR GUARANTEED BY, ANY GOVERNMENTAL AGENCY OR TOYOTA AUTO FINANCE RECEIVABLES LLC, TOYOTA MOTOR CREDIT CORPORATION, THE INDENTURE TRUSTEE, THE OWNER TRUSTEE OR ANY OF THEIR RESPECTIVE AFFILIATES. THE PRINCIPAL AND INTEREST ON THIS NOTE IS PAYABLE SOLELY FROM PAYMENTS ON THE RECEIVABLES AND AMOUNTS ON DEPOSIT IN THE RESERVE ACCOUNT.

EACH PURCHASER AND TRANSFEREE OF THIS NOTE WILL BE DEEMED TO REPRESENT, WARRANT AND COVENANT EITHER THAT (A) IT IS NOT ACQUIRING THIS NOTE WITH THE ASSETS OF AN “EMPLOYEE BENEFIT PLAN” AS DEFINED IN SECTION 3(3) OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), WHICH IS SUBJECT TO THE PROVISIONS OF TITLE I OF ERISA, A “PLAN” DESCRIBED IN AND SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”), AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE “PLAN ASSETS” BY REASON OF AN EMPLOYEE BENEFIT PLAN’S OR PLAN’S INVESTMENT IN THE ENTITY OR ANY OTHER EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO ANY LAW SUBSTANTIALLY SIMILAR TO THE FIDUCIARY RESPONSIBILITY OR PROHIBITED TRANSACTION PROVISIONS OF TITLE I OF ERISA OR SECTION 4975 OF THE CODE (“SIMILAR LAW”) OR (B) THE ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE WILL NOT GIVE RISE TO A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR A VIOLATION OF ANY SIMILAR LAW.

[EACH PURCHASER AND TRANSFEREE OF THIS NOTE WILL BE DEEMED TO REPRESENT, WARRANT AND COVENANT THAT: (I) IT IS A UNITED STATES PERSON WITHIN THE MEANING OF SECTION 7701(A)(30) OF THE CODE AND (II) NO SALE, PLEDGE, OR TRANSFER OF THE NOTE SHALL BE MADE (X) TO ANY ONE PERSON IN A DENOMINATION LESS THAN $469,000 (OR SUCH OTHER AMOUNT AS THE DEPOSITOR MAY DETERMINE IN ORDER TO PREVENT THE ISSUER FROM BEING TREATED AS A “PUBLICLY TRADED PARTNERSHIP” UNDER SECTION 7704 OF THE CODE) AND INTEGRAL MULTIPLES OF $1,000 IN EXCESS THEREOF OR (Y) TO A GRANTOR TRUST, S CORPORATION, OR PARTNERSHIP (AS DETERMINED, IN EACH CASE, FOR U.S. FEDERAL INCOME TAX PURPOSES) (“PASS-THROUGH ENTITY”) WHERE MORE THAN 50% OF THE VALUE OF ANY BENEFICIAL OWNER’S INTEREST IN SUCH PASS-THROUGH ENTITY IS ATTRIBUTABLE TO THE PASS-THROUGH ENTITY’S INTEREST IN THE NOTES, IN EACH CASE, UNDER THIS CLAUSE (II), UNLESS (A) AN OPINION OF COUNSEL SATISFACTORY TO THE INDENTURE TRUSTEE AND THE DEPOSITOR THAT SUCH SALE, PLEDGE, OR

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TRANSFER SHALL NOT CAUSE THE ISSUER TO BE TREATED AS AN ASSOCIATION (OR PUBLICLY TRADED PARTNERSHIP) TAXABLE AS A CORPORATION FOR U.S. FEDERAL INCOME TAX PURPOSES SHALL HAVE BEEN DELIVERED TO THE INDENTURE TRUSTEE AND THE DEPOSITOR AND (B) THE DEPOSITOR SHALL HAVE PROVIDED PRIOR WRITTEN APPROVAL; PROVIDED, HOWEVER, THAT THE RESTRICTIONS IN CLAUSES (I) AND (II) ABOVE SHALL NOT CONTINUE TO APPLY TO SUCH NOTES (COVERED BY THE OPINION DESCRIBED IN THIS CLAUSE) IN THE EVENT COUNSEL SATISFACTORY TO THE INDENTURE TRUSTEE AND THE DEPOSITOR HAS RENDERED AN OPINION OF COUNSEL, WITH RESPECT TO THE SALE, PLEDGE OR TRANSFER BY THE DEPOSITOR OR AN AFFILIATE THEREOF, TO THE EFFECT THAT THE NOTES TO BE SOLD, PLEDGED, OR TRANSFERRED WILL BE CLASSIFIED AS DEBT FOR U.S. FEDERAL INCOME TAX PURPOSES. ANY ATTEMPTED SALE, PLEDGE OR OTHER TRANSFER IN CONTRAVENTION OF THE FOREGOING RESTRICTIONS WILL BE VOID AB INITIO.]

[THIS NOTE HAS BEEN ISSUED WITH ORIGINAL ISSUE DISCOUNT (“OID”) FOR U.S. FEDERAL INCOME TAX PURPOSES. THE ISSUE PRICE, AMOUNT OF OID, ISSUE DATE AND YIELD TO MATURITY OF THIS NOTE MAY BE OBTAINED BY WRITTEN REQUEST DELIVERED TO THE ADMINISTRATOR AND THE ISSUER AT THEIR RESPECTIVE ADDRESSES FOR NOTICES, AS DESCRIBED IN SECTION 11.04 OF THE INDENTURE.]

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No. 1

$[__________]
CUSIP No. [__________]
ISIN No. : [__________]

TOYOTA AUTO RECEIVABLES 2022-C OWNER TRUST

0.00% ASSET BACKED NOTES, CLASS B

Toyota Auto Receivables 2022-C Owner Trust, a statutory trust organized and existing under the laws of the State of Delaware (herein referred to as the "Issuer"), for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of [__________] DOLLARS ($[__________]) payable on each Payment Date in an amount equal the aggregate amount, if any, payable from the Collection Account in respect of principal on this Note on such Payment Date pursuant to Section 3.01 of the Indenture, dated as of August 16, 2022, among the Issuer, U.S. Bank Trust Company, National Association, a national banking association, as Indenture Trustee (the "Indenture Trustee"), and U.S. Bank National Association, as securities intermediary and Sections 5.06(b) and 5.06(c) of the Sale and Servicing Agreement, dated as of August 16, 2022, between the Issuer, TAFR LLC, as Seller, and TMCC, as Servicer (which amounts will be limited to the portion of Available Collections available to make the payments specified in such Sections); provided, however, that the entire unpaid principal amount of this Note shall be due and payable on the earlier of the Payment Date occurring in [__________], 20[__] (the "Class B Final Scheduled Payment Date") and the Payment Date described in Section 10.01 of the Indenture. Capitalized terms used but not defined herein have the meanings ascribed thereto in the Indenture and the Sale and Servicing Agreement, as the case may be.

The Issuer will pay interest on this Note at the rate per annum shown above on each Payment Date until the principal of this Note is paid or made available for payment, on the principal amount of this Note outstanding on the preceding Payment Date (after giving effect to all payments of principal made on the preceding Payment Date), subject to certain limitations contained in Section 3.01 of the Indenture and Sections 5.06(b) and 5.06(c) of the Sale and Servicing Agreement. Interest on this Note will accrue from (and including) the 15th day of each calendar month to (but excluding) the 15th day of the succeeding calendar month, except that the first interest accrual period will be from (and including) the Closing Date to (but excluding) September 15, 2022. Interest will be computed on the basis specified in the Indenture for each Interest Period. Such principal of and interest on this Note shall be paid in the manner specified on the reverse hereof.

The principal of and interest on this Note is payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the Issuer with respect to this Note shall be applied first to interest due and payable on this Note as provided above and then to the unpaid principal of this Note.

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Reference is made to the further provisions of this Note set forth on the reverse hereof, which shall have the same effect as though fully set forth on the face of this Note.

Unless the certificate of authentication hereon has been executed by the Indenture Trustee whose name appears below by manual signature, this Note shall not be entitled to any benefit under the Indenture referred to on the reverse hereof, or be valid or obligatory for any purpose.

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IN WITNESS WHEREOF, the Issuer has caused this instrument to be signed, manually or in facsimile, by its Authorized Officer, as of the date set forth below.

Dated: August 16, 2022

TOYOTA AUTO RECEIVABLES 2022-C
OWNER TRUST

By: WILMINGTON TRUST, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee under the Trust Agreement

By: ___________________________________
Authorized Signatory

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TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated above and referred to in the within-mentioned Indenture.

Dated: August 16, 2022

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, not in its individual capacity but solely as Indenture Trustee

By: ___________________________________
Authorized Signatory

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This Note is one of a duly authorized issue of Notes of the Issuer, designated as its 0.00% Asset Backed Notes, Class B (herein called the "Class B Notes"), all issued under the Indenture, to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights and obligations thereunder of the Issuer, the Indenture Trustee and the Holders of the Notes. The Class B Notes are subject to all terms of the Indenture.

The Class A-1 Notes, the Class A-2a Notes, the Class A-2b Notes, the Class A-3 Notes and the Class A-4 Notes (collectively, the "Class A Notes") are and will be equally and ratably secured by the collateral pledged as security therefor as provided in the Indenture. The Class B Notes are subordinated in right of payment to the Class A Notes, and are secured by the collateral pledged as security therefor as provided in the Indenture.

Principal of the Class B Notes will be payable on each Payment Date in an amount described in the Indenture. "Payment Date" means the 15th day of each month, or, if any such date is not a Business Day, the next succeeding Business Day, commencing in September 2022.

Notwithstanding the foregoing, the entire unpaid principal amount of the Notes shall be due and payable (i) on the date on which an Event of Default shall have occurred and be continuing and the Indenture Trustee or the Holders of at least a majority of the Outstanding Amount of the Notes of the Controlling Class, acting together as a single class, have declared the Notes to be immediately due and payable in the manner provided in Section 5.02 of the Indenture or (ii) following the termination or liquidation of the Trust Estate in connection with the exercise by the Servicer of its option to purchase the Receivables pursuant to Section 9.01 of the Sale and Servicing Agreement and Section 10.02 of the Indenture. If any such event occurs, all principal payments on the Notes will be made first, to the Holders of the Class A-1 Notes until the Class A-1 Notes have been paid in full, second, *pro rata*, based upon their respective unpaid principal balance, to Holders of the Class A-2a Notes, the Class A-2b Notes, the Class A-3 Notes and the Class A-4 Notes until each such Class of the Notes has been paid in full, and third, to the Class B Notes until the Class B Notes have been paid in full.

Payments of interest on this Note due and payable on each Payment Date, together with the installment of principal, if any, to the extent not in full payment of this Note, shall be paid to the Person in whose name such Note (or one or more Predecessor Notes) is registered in the Note Register on the Record Date. With respect to Notes registered on the Record Date in the name of the nominee of the Clearing Agency (initially, such nominee to be Cede & Co.), payment will be made by wire transfer in immediately available funds to the account designated by such nominee, except for the final installment of principal payable with respect to such Note on a Payment Date or on the applicable Final Scheduled Payment Date, which shall be payable as provided below. Such payment will be made to such Person as appears on the Note Register on such Record Date by wire transfer to the account specified by the registered holder of any Note with a face amount of at least $10,000,000. Any reduction in the principal amount of this Note (or any one or more Predecessor Notes) effected by any payments made on any Payment Date shall be binding upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof, whether or not noted hereon. If funds are expected to be available, as provided in the Indenture, for payment in full of the then remaining unpaid principal amount of this Note on a Payment Date, then the Indenture Trustee, in the name of and on behalf of the Issuer, will notify the Person who was the Registered Holder

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hereof as of the Record Date preceding such Payment Date by notice mailed or transmitted by facsimile prior to such Payment Date, and the amount then due and payable shall be payable only upon presentation and surrender of this Note at the Indenture Trustee's principal Corporate Trust Office or at the office of the Indenture Trustee's agent appointed for such purposes located in the City of New York.

The Issuer shall pay interest on overdue installments of interest at the Class B Rate to the extent lawful.

As provided in the Indenture and subject to certain limitations set forth therein, the transfer of this Note may be registered on the Note Register upon surrender of this Note for registration of transfer at the office or agency designated by the Issuer pursuant to the Indenture, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Indenture Trustee as set forth in Section 2.04 of the Indenture, and thereupon one or more new Notes of authorized denominations and in the same aggregate principal amount will be issued to the designated transferee or transferees. No service charge will be charged for any registration of transfer or exchange of this Note, but the Noteholder may be required to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any such registration of transfer or exchange.

Each Noteholder or Note Owner, by acceptance of a Note or, in the case of a Note Owner, a beneficial interest in a Note, covenants and agrees that no recourse may be taken, directly or indirectly, with respect to the obligations of the Issuer, the Owner Trustee or the Indenture Trustee on the Notes or under the Indenture or any certificate or other writing delivered in connection therewith, against (i) the Indenture Trustee or the Owner Trustee in its individual capacity, (ii) any owner of a beneficial interest in the Issuer or (iii) any partner, owner, beneficiary, agent, officer, director or employee of the Indenture Trustee or the Owner Trustee in its individual capacity, any holder of a beneficial interest in the Issuer, the Owner Trustee or the Indenture Trustee or of any successor or assign of the Indenture Trustee or the Owner Trustee in its individual capacity, except as any such Person may have expressly agreed (it being understood that the Indenture Trustee and the Owner Trustee, in their capacities as such, have no such obligations in their individual capacity) and except that any such partner, owner or beneficiary shall be fully liable, to the extent provided by applicable law, for any unpaid consideration for stock, unpaid capital contribution or failure to pay any installment or call owing to such entity. The Holder of this Note by its acceptance hereof agrees that, except as expressly provided in the Basic Documents, in the case of an Event of Default under the Indenture, the Holder shall have no claim against any of the foregoing for any deficiency, loss or claim therefrom; provided, however, that nothing contained herein shall be taken to prevent recourse to, and enforcement against, the assets of the Issuer for any and all liabilities, obligations and undertakings contained in the Indenture or in this Note.

Each Noteholder or Note Owner, by acceptance of a Note or, in the case of a Note Owner, a beneficial interest in a Note, covenants and agrees by accepting the benefits of the Indenture that such Noteholder or Note Owner will not at any time institute against the Seller or the Issuer, or join in any institution against the Seller or the Issuer of, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under any United States

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federal or state bankruptcy or similar law in connection with any obligations relating to the Notes, the Indenture or the Basic Documents.

The Issuer has entered into the Indenture and this Note is issued with the intention that, for purposes of U.S. federal and state income tax, franchise tax, and any other tax measured in whole or in part by income, the Notes (other than the Retained Notes) will be classified as debt. Each Noteholder, by acceptance of a Note (and each Note Owner by acceptance of a beneficial interest in a Note), agrees to treat the Notes (other than the Retained Notes) for purposes of U.S. federal and state income tax, franchise tax and any other tax measured in whole or in part by income as debt.

Prior to the due presentment for registration of transfer of this Note, the Issuer, the Indenture Trustee and any agent of the Issuer or the Indenture Trustee may treat the Person in whose name this Note (as of the day of determination or as of such other date as may be specified in the Indenture) is registered as the owner hereof for all purposes, whether or not this Note be overdue, and none of the Issuer, the Indenture Trustee or any such agent shall be affected by notice to the contrary.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the Holders of the Notes under the Indenture, in some cases without the consent of the Holders of any Class of Notes and in other cases with the consent of Holders of only the Controlling Class of Notes. Section 5.12 of the Indenture also contains provisions permitting the Holders of Notes representing specified percentages of the Outstanding Amount of the Notes of the Controlling Class, as specified therein, on behalf of the Holders of all the Notes of such Classes, to waive compliance by the Issuer with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note (or any one or more Predecessor Notes) shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof whether or not notation of such consent or waiver is made upon this Note. The Indenture also permits the Indenture Trustee to amend or waive certain terms and conditions set forth in the Indenture without the consent of Holders of the Notes issued thereunder.

The term “Issuer” as used in this Note includes any successor to the Issuer under the Indenture.

The Issuer is permitted by the Indenture, under certain circumstances, to merge or consolidate, subject to the rights of the Indenture Trustee and the Holders of Notes under the Indenture.

The Notes are issuable only in registered form in denominations as provided in the Indenture, subject to certain limitations therein set forth.

This Note and the Indenture shall be governed by and construed in accordance with the laws of the State of New York, without reference to its conflict of law provisions (other than Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York), and the

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obligations, rights and remedies of the parties hereunder and thereunder shall be determined in accordance with such laws.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency herein prescribed.

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ASSIGNMENT

Social Security or taxpayer I.D. or other identifying number of assignee:__________________

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

____

(name and address of assignee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints, attorney,
to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: */

Signature Guaranteed:
__________________*/

*/ NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular, without alteration, enlargement or any change whatever. Such signature must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Note Registrar, which requirements include membership or participation in STAMP or such other “signature guarantee program” as may be determined by the Note Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

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EXHIBIT B

[Reserved]

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EXHIBIT C

SERVICING CRITERIA TO BE ADDRESSED IN ASSESSMENT OF COMPLIANCE

The assessment of compliance to be delivered by the Indenture Trustee, shall address, at a minimum, the criteria identified as below as “Applicable Servicing Criteria”:

Reference	**Criteria**	
	General Servicing Considerations	
1122(d)(1)(i)	Policies and procedures are instituted to monitor any performance or other triggers and events of default in accordance with the transaction agreements.	N/A
1122(d)(1)(ii)	If any material servicing activities are outsourced to third parties, policies and procedures are instituted to monitor the third party’s performance and compliance with such servicing activities.	N/A
1122(d)(1)(iii)	Any requirements in the transaction agreements to maintain a back-up servicer for the pool assets are maintained.	N/A
1122(d)(1)(iv)	A fidelity bond and errors and omissions policy is in effect on the party participating in the servicing function throughout the reporting period in the amount of coverage required by and otherwise in accordance with the terms of the transaction agreements.	N/A
1122(d)(1)(v)	Aggregation of information, as applicable, is mathematically accurate and the information conveyed accurately reflects the information.	N/A
	Cash Collection and Administration	
1122(d)(2)(i)	Payments on pool assets are deposited into the appropriate custodial bank accounts and related bank clearing accounts no more than two business days of receipt, or such other number of days specified in the transaction agreements.	N/A
1122(d)(2)(ii)	Disbursements made via wire transfer on behalf of an obligor or to an investor are made only by authorized personnel.	X
1122(d)(2)(iii)	Advances of funds or guarantees regarding collections, cash flows or distributions, and any interest or other fees charged for such advances, are made, reviewed and approved as specified in the transaction agreements.	N/A
1122(d)(2)(iv)	The related accounts for the transaction, such as cash reserve accounts or accounts established as a form of overcollateralization, are separately maintained (e.g., with respect to commingling of cash) as set forth in the transaction agreements.	N/A

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Reference	Criteria	
1122(d)(2)(v)	Each custodial account is maintained at a federally insured depository institution as set forth in the transaction agreements. For purposes of this criterion, "federally insured depository institution" with respect to a foreign financial institution means a foreign financial institution that meets the requirements of § 240.13k-1(b)(1) of the Securities Exchange Act.	N/A
1122(d)(2)(vi)	Unissued checks are safeguarded so as to prevent unauthorized access.	N/A
1122(d)(2)(vii)	Reconciliations are prepared on a monthly basis for all asset-backed securities related bank accounts, including custodial accounts and related bank clearing accounts. These reconciliations: (A) are mathematically accurate; (B) are prepared within 30 calendar days after the bank statement cutoff date, or such other number of days specified in the transaction agreements; (C) are reviewed and approved by someone other than the person who prepared the reconciliation; and (D) contain explanations for reconciling items. These reconciling items are resolved within 90 calendar days of their original identification, or such other number of days specified in the transaction agreements.	N/A
	Investor Remittances and Reporting	
1122(d)(3)(i)	Reports to investors, including those to be filed with the Commission, are maintained in accordance with the transaction agreements and applicable Commission requirements. Specifically, such reports (A) are prepared in accordance with timeframes and other terms set forth in the transaction agreements; (B) provide information calculated in accordance with the terms specified in the transaction agreements; (C) are filed with the Commission as required by its rules and regulations; and (D) agree with investors' or the trustee's records as to the total unpaid principal balance and number of pool assets serviced by the servicer.	N/A
1122(d)(3)(ii)	Amounts due to investors are allocated and remitted in accordance with timeframes, distribution priority and other terms set forth in the transaction agreements.	X
1122(d)(3)(iii)	Disbursements made to an investor are posted within two business days to the servicer's investor records, or such other number of days specified in the transaction agreements.	X
1122(d)(3)(iv)	Amounts remitted to investors per the investor reports agree with cancelled checks, or other form of payment, or custodial bank statements.	X
	Pool Asset Administration	
1122(d)(4)(i)	Collateral or security on pool assets is maintained as required by the transaction agreements or related pool asset documents.	N/A

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Reference	Criteria	
1122(d)(4)(ii)	Pool assets and related documents are safeguarded as required by the transaction agreements.	N/A
1122(d)(4)(iii)	Any additions, removals or substitutions to the asset pool are made, reviewed and approved in accordance with any conditions or requirements in the transaction agreements.	N/A
1122(d)(4)(iv)	Payments on pool assets, including any payoffs, made in accordance with the related pool asset documents are posted to the applicable servicer's obligor records maintained no more than two business days after receipt, or such other number of days specified in the transaction agreements, and allocated to principal, interest or other items (e.g., escrow) in accordance with the related pool asset documents.	N/A
1122(d)(4)(v)	The servicer's records regarding the pool assets agree with the servicer's records with respect to an obligor's unpaid principal balance.	N/A
1122(d)(4)(vi)	Changes with respect to the terms or status of an obligor's pool asset (e.g., loan modifications or re-agings) are made, reviewed and approved by authorized personnel in accordance with the transaction agreements and related pool asset documents.	N/A
1122(d)(4)(vii)	Loss mitigation or recovery actions (e.g., forbearance plans, modifications and deeds in lieu of foreclosure, foreclosures and repossessions, as applicable) are initiated, conducted and concluded in accordance with the timeframes or other requirements established by the transaction agreements.	N/A
1122(d)(4)(viii)	Records documenting collection efforts are maintained during the period a pool asset is delinquent in accordance with the transaction agreements. Such records are maintained on at least a monthly basis, or such other period specified in the transaction agreements, and describe the entity's activities in monitoring delinquent pool assets including, for example, phone calls, letters and payment rescheduling plans in cases where delinquency is deemed temporary (e.g., illness or unemployment).	N/A
1122(d)(4)(ix)	Adjustments to interest rates or rates of return for pool assets with variable rates are computed based on the related pool asset documents.	N/A
1122(d)(4)(x)	Regarding any funds held in trust for an obligor (such as escrow accounts): (A) such funds are analyzed, in accordance with the obligor's pool asset documents, on at least an annual basis, or such other period specified in the transaction agreements; (B) interest on such funds is paid, or credited, to obligors in accordance with applicable pool asset documents and state laws; and (C) such funds are returned to the obligor within 30 calendar days of full repayment of the related pool asset, or such other number of days specified in the transaction agreements.	N/A

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Reference	Criteria	
1122(d)(4)(xi)	Payments made on behalf of an obligor (such as tax or insurance payments) are made on or before the related penalty or expiration dates, as indicated on the appropriate bills or notices for such payments, provided that such support has been received by the servicer at least 30 calendar days prior to these dates, or such other number of days specified in the transaction agreements.	N/A
1122(d)(4)(xii)	Any late payment penalties in connection with any payment to be made on behalf of an obligor are paid from the servicer's funds and not charged to the obligor, unless the late payment was due to the obligor's error or omission.	N/A
1122(d)(4)(xiii)	Disbursements made on behalf of an obligor are posted within two business days to the obligor's records maintained by the servicer, or such other number of days specified in the transaction agreements.	N/A
1122(d)(4)(xiv)	Delinquencies, charge-offs and uncollectible accounts are recognized and recorded in accordance with the transaction agreements.	N/A
1122(d)(4)(xv)	Any external enhancement or other support, identified in Item 1114(a)(1) through (3) or Item 1115 of Regulation AB, is maintained as set forth in the transaction agreements.	N/A

By: ________________________________
Name:
Title:

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EXHIBIT D

FORM OF TRANSFEROR CERTIFICATE

[DATE]

U.S. Bank Trust Company, National Association
111 East Fillmore Avenue
St. Paul, Minnesota 55107

Toyota Auto Finance Receivables LLC
6565 Headquarters Drive, W2-3D
Plano, Texas 75024-5965
Attention: Treasury Operations Department

Toyota Auto Receivables 2022-C Owner Trust
c/o Wilmington Trust, National Association,
as Owner Trustee
Rodney Square North, 1100 North Market Street
Wilmington, Delaware 19890-1600
Attn: Corporate Trust Administration

Re: Toyota Auto Receivables 2022-C Owner Trust: Class B Notes

Ladies and Gentlemen:

In connection with our disposition of the above-referenced Class B Notes (the "Class B Notes") we certify that (a) we understand that the Class B Notes have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and are being transferred by us in a transaction that is exempt from the registration requirements of the Securities Act and (b) we have not offered or sold any Class B Notes to, or solicited offers to buy any Class B Notes from, any person, or otherwise approached or negotiated with any person with respect thereto, in a manner that would be deemed, or taken any other action which would result in, a violation of Section 5 of the Securities Act.

Very truly yours,

[NAME OF TRANSFEROR]

By:_______________________
Name:
Title:

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EXHIBIT E

FORM OF INVESTMENT LETTER

[DATE]

U.S. Bank Trust Company, National Association
111 East Fillmore Avenue
St. Paul, Minnesota 55107

Toyota Auto Finance Receivables LLC
6565 Headquarters Drive, W2-3D
Plano, Texas 75024-5965
Attention: Treasury Operations Department

Toyota Auto Receivables 2022-C Owner Trust
c/o Wilmington Trust, National Association,
as Owner Trustee
Rodney Square North, 1100 North Market Street
Wilmington, Delaware 19890-1600
Attn: Corporate Trust Administration

Ladies and Gentlemen:

In connection with our proposed purchase of Class B Notes (the "Class B Notes") of Toyota Auto Receivables 2022-C Owner Trust (the "Issuer"), we confirm that:

1. We understand that the Class B Notes have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and may not be sold except as permitted in the following sentence. We understand and agree, on our own behalf and on behalf of any accounts for which we are acting as hereinafter stated, (x) that such Class B Notes are being offered only in a transaction not involving any public offering within the meaning of the Securities Act and (y) that such Class B Notes may be resold, pledged or transferred only (i) to Toyota Auto Finance Receivables LLC (the "Depositor"), (ii) to an "accredited investor" as defined in Rule 501(a)(1),(2),(3) or (7) of Regulation D under the Securities Act (an "Accredited Investor") acting for its own account (and not for the account of others) or as a fiduciary or agent for others (which others also are Accredited Investors unless the holder is a bank acting in its fiduciary capacity) that executes a certificate substantially in the form hereof, (iii) so long as such Class B Note is eligible for resale pursuant to Rule 144A under the Securities Act ("Rule 144A"), to a person whom we reasonably believe after due inquiry is a "qualified institutional buyer" as defined in Rule 144A, acting for its own account (and not for the account of others) or as a fiduciary or agent for others (which others also are "qualified institutional buyers") to whom notice is given that the resale, pledge or transfer is being made in reliance on Rule 144A or (iv) in a sale, pledge or other transfer made in a transaction otherwise exempt from the registration requirements of the Securities Act, in which case the Indenture Trustee shall require that both the prospective transferor and the prospective transferee certify to the Indenture Trustee and the Depositor in writing the facts surrounding such transfer, which certification shall be in form and substance satisfactory to the Indenture Trustee and the Depositor. Except in the case of a transfer

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described in clauses (i) or (iii) above, the Indenture Trustee shall require that a written opinion of counsel (which will not be at the expense of the Depositor, any Affiliate of the Depositor or the Indenture Trustee), satisfactory to the Indenture Trustee and the Depositor, be delivered to the Indenture Trustee and the Depositor to the effect that such transfer will not violate the Securities Act, and will be effected in accordance with any applicable securities laws of each state of the United States. We will notify any purchaser of the Class B Notes from us of the above resale restrictions, if then applicable. We further understand that in connection with any transfer of the Class B Notes by us that the Indenture Trustee and the Depositor may request, and if so requested we will furnish, such certificates and other information as they may reasonably require to confirm that any such transfer complies with the foregoing restrictions.

2. We confirm that we are an Accredited Investor acting for our own account (and not for the account of others) or as a fiduciary or agent for others (which others also are Accredited Investors unless we are a bank acting in its fiduciary capacity). We have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of our investment in the Class B Notes, and we and any accounts for which we are acting are each able to bear the economic risk of our or their investment for an indefinite period of time. We are acquiring the Class B Notes or investment and not with a view to, or for offer and sale in connection with, a public distribution.

3. Either (a) we are not acquiring the Class B Notes with the assets of an “employee benefit plan” as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), which is subject to the provisions of Title I of ERISA, a “plan” described in and subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the “Code”), an entity whose underlying assets include “plan assets” by reason of an employee benefit plan’s or plan’s investment in the entity or any other employee benefit plan that is subject to any law substantially similar to the fiduciary responsibility or prohibited transaction provisions of Title I of ERISA or Section 4975 of the Code (“Similar Law”) or (b) the acquisition, holding and disposition of these Class B Notes will not give rise to a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of any Similar Law. By its acquisition of the Class B Notes in book-entry form or any interest therein, each transferee will be deemed to have represented, warranted and covenanted that it satisfies the foregoing requirements and the Indenture Trustee may rely conclusively on the same for purposes hereof.

4. Unless counsel satisfactory to the Indenture Trustee shall have rendered an opinion to the effect that the Class B Notes to be transferred will be classified as debt for United States federal income tax purposes, we represent that we are a United States person (within the meaning of Section 7701(a)(30) of the Code) and we acknowledge that unless the Indenture Trustee shall have received such an opinion, no transfer of any Class B Note shall be permitted to be made to any person who is not a United States person (within the meaning of Section 7701(a)(30) of the Code) and any such purported transfer in violation of these restrictions shall be null and void.

5. Unless counsel satisfactory to the Indenture Trustee shall have rendered an opinion either (i) to the effect that the Class B Notes to be transferred will be classified as debt for United States federal income tax purposes, or if such opinion is not rendered, (ii) to the effect that the transfer of the Class B Notes will not cause the Issuer to be treated as an association (or publicly traded partnership) taxable as a corporation for United States federal income tax

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purposes, we represent that we are not a grantor trust, S corporation, or partnership (as determined, in each case, for U.S. federal income tax purposes) ("Pass-through Entity") where more than 50% of the value of any beneficial owner's interest in such Pass-through Entity is attributable to the Pass-through Entity's interest in the Class B Notes and any such purported transfer in violation of this restriction shall be null and void.

6. We understand that the Issuer, the Indenture Trustee, the Depositor and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements, and we agree that if any of the acknowledgments, representations and warranties deemed to have been made by us by our purchase of the Class B Notes, for our own account or for one or more accounts as to each of which we exercise sole investment discretion, are no longer accurate, we shall promptly notify the Depositor.

7. You are entitled to rely upon this letter and you are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

Very truly yours,

[NAME OF PURCHASER]

By:________________________
Name:
Title:

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Exhibit 4.3

FORM OF SALE AND SERVICING AGREEMENT

among

TOYOTA AUTO RECEIVABLES 2022-C OWNER TRUST,
as Issuer,

TOYOTA AUTO FINANCE RECEIVABLES LLC,
as Seller,

and

TOYOTA MOTOR CREDIT CORPORATION,
as Servicer and Sponsor

Dated as of August 16, 2022

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SALE AND SERVICING AGREEMENT, dated as of August 16, 2022, among TOYOTA AUTO RECEIVABLES 2022-C OWNER TRUST, a Delaware statutory trust (the "Issuer"), TOYOTA AUTO FINANCE RECEIVABLES LLC, a Delaware limited liability company ("TAFR LLC" or the "Seller"), and TOYOTA MOTOR CREDIT CORPORATION, a California corporation ("TMCC," the "Sponsor" or the "Servicer").

WHEREAS the Issuer desires to purchase a portfolio of receivables arising in connection with retail installment sales contracts secured by new and used cars, crossover utility vehicles, light-duty trucks or sport utility vehicles generated by Toyota Motor Credit Corporation in the ordinary course of business and sold to the Seller;

WHEREAS the Seller is willing to sell such receivables to the Issuer; and

WHEREAS the Servicer is willing to service such receivables;

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

ARTICLE I

DEFINITIONS

SECTION 1.01 Definitions. Except as otherwise provided in this Agreement, whenever used herein, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

"60-Day Delinquent Receivable" means, for any date of determination, a Receivable for which at least 90% of the required payment has not been received by the Servicer by the payment due date on or immediately preceding 60 days prior to such date of determination; provided that a charged-off Receivable is not considered a 60-Day Delinquent Receivable.

"AAA" means the American Arbitration Association.

"Actual Payment" means, with respect to a Receivable and a Collection Period, all payments received by the Servicer from or for the account of the related Obligor on such Receivable during such Collection Period (and, in the case of the first Collection Period, all payments received by the Servicer from or for the account of such Obligor since the Cutoff Date through the last day of such Collection Period), net of any Supplemental Servicing Fees attributable to such Receivable.

"Adjusted Pool Balance" means, on the Closing Date, an amount equal to:

(a) the Original Pool Balance, minus

(b) the Yield Supplement Overcollateralization Amount,

and means, on any Payment Date, an amount (not less than zero) equal to:

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(a) the Pool Balance as of the last day of the related Collection Period, minus

(b) the Yield Supplement Overcollateralization Amount;

provided that, with respect to the Payment Date on which the corpus of the Trust Estate is purchased in accordance with the terms of Section 9.01, the Adjusted Pool Balance shall be equal to 0.

"Administration Agreement" means the Administration Agreement, dated as of August 16, 2022, among the Administrator, the Issuer and the Indenture Trustee.

"Administrative Purchase Payment" means, with respect to a Payment Date and to an Administrative Receivable purchased by the Servicer during the related Collection Period, the sum of (a) the unpaid Principal Balance owed by the Obligor in respect of such Receivable as of the last day of the related Collection Period plus (b) interest on such unpaid Principal Balance at a rate equal to the related APR up to and including the last day of the related Collection Period.

"Administrative Receivable" means a Receivable which the Servicer is required to purchase pursuant to Section 4.08.

"Administrator" means TMCC, or any successor Administrator under the Administration Agreement.

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

"Agreement" means this Sale and Servicing Agreement among the Toyota Auto Receivables 2022-C Owner Trust, as Issuer, TAFR LLC, as seller, and TMCC, as servicer, as the same may be amended or supplemented from time to time.

"Amount Financed" in respect of a Receivable means the aggregate amount advanced under such Receivable toward the purchase price of the related Financed Vehicle and any related costs, including but not limited to accessories, insurance premiums, service and warranty contracts and other items customarily financed as part of retail car, crossover utility vehicles, light-duty truck and sport utility vehicle installment sales contracts.

"Annual Percentage Rate" or "APR" of a Receivable means the annual rate of finance charges specified in such Receivable.

"Arbitration Rules" means the AAA's Commercial Arbitration Rules and Mediation Procedures.

"ARR Receivable" means a Receivable as to which the related Obligor is 60 days or more delinquent in payments due and owed.

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"Asset Representations Review" means, following the occurrence of a Delinquency Trigger, the review of ARR Receivables to be undertaken by the Asset Representations Reviewer pursuant to the terms of the Asset Representations Review Agreement.

"Asset Representations Review Agreement" means the Asset Representations Review Agreement, dated as of August 16, 2022, among the Asset Representations Reviewer, the Issuer, the Servicer and the Administrator.

"Asset Representations Reviewer" means Clayton Fixed Income Services LLC, or any successor Asset Representations Reviewer under the Asset Representations Review Agreement.

"Asset Representations Reviewer Fee" means (i) an annual fee equal to $5,000 per annum, payable on the Payment Date occurring in August of each year, commencing in August 2023, and (ii) the amount of any fee payable to the Asset Representations Reviewer in connection with its review of ARR Receivables in accordance with the terms of the Asset Representations Review Agreement.

"Available Collections" means, with respect to any Payment Date, the total of the following amounts received by the Servicer on or in respect of the Receivables during (or for application with respect to) the related Collection Period (computed in accordance with the Simple Interest Method):

(a) the sum (without duplication) of (i) all collections on or in respect of all Receivables other than Defaulted Receivables, (ii) all proceeds with respect to an Insurance Policy, (iii) Net Liquidation Proceeds, (iv) all Warranty Purchase Payments, (v) all Administrative Purchase Payments and (vi) any recovery in respect of any Receivable pursuant to any Dealer Recourse, less

(b) the sum of all late fees, extension fees and other administrative fees and expenses or similar charges allowed by applicable law with respect to the Receivables.

"Bankruptcy Code" means the United States Bankruptcy Code, 11 U.S.C. 101 et seq., as amended.

"Basic Documents" means the Receivables Purchase Agreement, the Trust Agreement, the Certificate of Trust, this Sale and Servicing Agreement, the Indenture, the Administration Agreement, the Securities Account Control Agreement, the Asset Representations Review Agreement and the Note Depository Agreement and the other documents and certificates delivered in connection herewith and therewith.

"Basic Servicing Fee" means the fee payable to the Servicer on each Payment Date, calculated pursuant to Section 4.09, for services rendered during the related Collection Period, which shall be equal to one-twelfth of the Servicing Fee Rate, multiplied by the aggregate Principal Balance of the Receivables as of the first day of the related Collection Period or, in the case of the first Payment Date, two-twelfths of 1.00% multiplied by the aggregate Principal Balance of the Receivables as of the Cutoff Date.

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"Book-Entry Notes" means beneficial interests in the Notes, ownership and transfer of which shall be made through book entries by a Clearing Agency as described in Section 2.10 of the Indenture.

"Business Day" means any day other than a Saturday, a Sunday or a day on which banking institutions in New York, New York or Wilmington, Delaware are authorized or obligated by law, regulation, executive order or governmental decree to be closed.

"Certificate" means the certificate evidencing beneficial ownership interest of the Issuer, issued pursuant to the Trust Agreement.

"Certificateholder" means the registered holder of the Certificate.

"Class" means a group of Notes whose form is identical (except for variation in denomination, principal amount or owner), and references to "each Class" thus means each of the Class A-1 Notes, the Class A-2a Notes, the Class A-2b Notes, the Class A-3 Notes, the Class A-4 Notes or the Class B Notes.

"Class A Note Balance" as of any date of determination, means the aggregate of the outstanding principal balances of the Class A-1 Notes, Class A-2a Notes, Class A-2b Notes, Class A-3 Notes and Class A-4 Notes.

"Class A Notes" means collectively, the Class A-1 Notes, the Class A-2a Notes, the Class A-2b Notes, the Class A-3 Notes and the Class A-4 Notes.

"Class A-1 Final Scheduled Payment Date" means the Payment Date in August 2023.

"Class A-1 Initial Principal Balance" means $323,000,000.

"Class A-1 Interest Carryover Shortfall" means, with respect to any Payment Date, the excess, if any, of (x) the Class A-1 Interest Distributable Amount for such Payment Date and any outstanding Class A-1 Interest Carryover Shortfall from the immediately preceding Payment Date (together with interest on such outstanding Class A-1 Interest Carryover Shortfall at the Class A-1 Rate, to the extent lawful, calculated on the same basis as interest on the Class A-1 Notes for the same period), over (y) the amount of interest distributed to the Class A-1 Noteholders on such Payment Date.

"Class A-1 Interest Distributable Amount" means the amount of interest accrued during the related Interest Period (calculated on the basis of the actual number of days in such Interest Period and a year assumed to consist of 360 days) on the Class A-1 Principal Balance as of the immediately preceding Payment Date (after giving effect to payments of principal made on such immediately preceding Payment Date) at the Class A-1 Rate or, in the case of the first Payment Date, on the Class A-1 Initial Principal Balance.

"Class A-1 Note" means any of the 2.939% Asset Backed Notes, Class A-1, issued under the Indenture substantially in the form attached thereto as Exhibit A-1.

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"Class A-1 Noteholder" means any Person in whose name a Class A-1 Note is registered in the Note Register.

"Class A-1 Principal Balance" as of any date means the Class A-1 Initial Principal Balance less all amounts paid to the holders of Class A-1 Notes in respect of principal pursuant to Section 5.06 hereof.

"Class A-1 Rate" means 2.939% per annum (computed on the basis of the actual number of days elapsed during the relevant Interest Period and a 360-day year).

"Class A-2a Final Scheduled Payment Date" means the Payment Date in August 2025.

"Class A-2a Initial Principal Balance" means $365,400,000.

"Class A-2a Interest Carryover Shortfall" means, with respect to any Payment Date, the excess, if any, of (x) the Class A-2a Interest Distributable Amount for such Payment Date and any outstanding Class A-2a Interest Carryover Shortfall from the immediately preceding Payment Date (together with interest on such outstanding Class A-2a Interest Carryover Shortfall at the Class A-2a Rate, to the extent lawful, calculated on the same basis as interest on the Class A-2a Notes for the same period), over (y) the amount of interest distributed to the Class A-2a Noteholders on such Payment Date.

"Class A-2a Interest Distributable Amount" means the amount of interest accrued during the related Interest Period (calculated on the basis of a 360 day year consisting of twelve 30 day months) on the Class A-2a Principal Balance as of the immediately preceding Payment Date (after giving effect to payments of principal made on such immediately preceding Payment Date) at the Class A-2a Rate or, in the case of the first Payment Date, on the Class A-2a Initial Principal Balance.

"Class A-2a Note" means any of the 3.83% Asset Backed Notes, Class A-2a, issued under the Indenture substantially in the form attached thereto as Exhibit A-2.

"Class A-2a Noteholder" means any Person in whose name a Class A-2a Note is registered in the Note Register.

"Class A-2a Principal Balance" as of any date means the Class A-2a Initial Principal Balance less all amounts paid to the holders of Class A-2a Notes in respect of principal pursuant to Section 5.06 hereof.

"Class A-2a Rate" means 3.83% per annum (computed on the basis of a 360 day year consisting of twelve 30 day months).

"Class A-2b Final Schedule Payment Date" means the Payment Date in August 2025.

"Class A-2b Initial Principal Balance" means $156,600,000.

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"Class A-2b Interest Carryover Shortfall" means, with respect to any Payment Date, the excess, if any, of (x) the Class A-2b Interest Distributable Amount for such Payment Date and any outstanding Class A-2b Interest Carryover Shortfall from the immediately preceding Payment Date (together with interest on such outstanding Class A-2b Interest Carryover Shortfall at the Class A-2b Rate, to the extent lawful, calculated on the same basis as interest on the Class A-2b Notes for the same period), over (y) the amount of interest distributed to the Class A-2b Noteholders on such Payment Date.

"Class A-2b Interest Distributable Amount" means the amount of interest accrued during the related Interest Period (calculated on the basis of the actual number of days in such Interest Period and a year assumed to consist of 360 days) on the Class A-2b Principal Balance as of the immediately preceding Payment Date (after giving effect to payments of principal made on such immediately preceding Payment Date) at the Class A-2b Rate or, in the case of the first Payment Date, on the Class A-2b Initial Principal Balance.

"Class A-2b Note" means any of the SOFR Rate + 0.57% Asset Backed Notes, Class A-2b, issued under the Indenture substantially in the form attached thereto as Exhibit A-2.

"Class A-2b Noteholder" means any Person in whose name a Class A-2b Note is registered in the Note Register.

"Class A-2b Principal Balance" as of any date means the Class A-2b Initial Principal Balance less all amounts paid to the holders of Class A-2b Notes in respect of principal pursuant to Section 5.06 hereof.

"Class A-2b Rate" means SOFR Rate + 0.57% per annum (computed on the basis of the actual number of days elapsed during the relevant Interest Period and a 360-day year); provided that, if the SOFR Rate is less than 0.00% for any Interest Period, then the SOFR Rate for such Interest Period will be deemed to be 0.00%.

"Class A-3 Final Scheduled Payment Date" means the Payment Date in April 2027.

"Class A-3 Initial Principal Balance" means $490,000,000.

"Class A-3 Interest Carryover Shortfall" means, with respect to any Payment Date, the excess, if any, of (x) the Class A-3 Interest Distributable Amount for such Payment Date and any outstanding Class A-3 Interest Carryover Shortfall from the immediately preceding Payment Date (together with interest on such outstanding Class A-3 Interest Carryover Shortfall at the Class A-3 Rate, to the extent lawful, calculated on the same basis as interest on the Class A-3 Notes for the same period), over (y) the amount of interest distributed to the Class A-3 Noteholders on such Payment Date.

"Class A-3 Interest Distributable Amount" means the amount of interest accrued during the related Interest Period (calculated on the basis of a 360 day year consisting of twelve 30 day months) on the Class A-3 Principal Balance as of the immediately preceding Payment Date (after giving effect to payments of principal made on such immediately preceding Payment

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Date) at the Class A-3 Rate or, in the case of the first Payment Date, on the Class A-3 Initial Principal Balance.

"Class A-3 Note" means any of the 3.76% Asset Backed Notes, Class A-3, issued under the Indenture substantially in the form attached thereto as Exhibit A-2.

"Class A-3 Noteholder" means any Person in whose name a Class A-3 Note is registered in the Note Register.

"Class A-3 Principal Balance" as of any date means the Class A-3 Initial Principal Balance less all amounts paid to the holders of Class A-3 Notes in respect of principal pursuant to Section 5.06 hereof.

"Class A-3 Rate" means 3.76% per annum (computed on the basis of a 360 day year consisting of twelve 30 day months).

"Class A-4 Final Scheduled Payment Date" means the Payment Date in February 2028.

"Class A-4 Initial Principal Balance" means $127,500,000.

"Class A-4 Interest Carryover Shortfall" means, with respect to any Payment Date, the excess, if any, of (x) the Class A-4 Interest Distributable Amount for such Payment Date and any outstanding Class A-4 Interest Carryover Shortfall from the immediately preceding Payment Date (together with interest on such outstanding Class A-4 Interest Carryover Shortfall at the Class A-4 Rate, to the extent lawful, calculated on the same basis as interest on the Class A-4 Notes for the same period), over (y) the amount of interest distributed to the Class A-4 Noteholders on such Payment Date.

"Class A-4 Interest Distributable Amount" means the amount of interest accrued during the related Interest Period (calculated on the basis of a 360 day year consisting of twelve 30 day months) on the Class A-4 Principal Balance as of the immediately preceding Payment Date (after giving effect to payments of principal made on such immediately preceding Payment Date) at the Class A-4 Rate or, in the case of the first Payment Date, on the Class A-4 Initial Principal Balance.

"Class A-4 Note" means any of the 3.77% Asset Backed Notes, Class A-4, issued under the Indenture substantially in the form attached thereto as Exhibit A-2.

"Class A-4 Noteholder" means any Person in whose name a Class A-4 Note is registered in the Note Register.

"Class A-4 Principal Balance" as of any date means the Class A-4 Initial Principal Balance less all amounts paid to the holders of Class A-4 Notes in respect of principal pursuant to Section 5.06 hereof.

"Class A-4 Rate" means 3.77% per annum (computed on the basis of a 360 day year consisting of twelve 30 day months).

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"Class B Final Scheduled Payment Date" means the Payment Date in March 2029.

"Class B Initial Principal Balance" means $37,500,000.

"Class B Interest Carryover Shortfall" means, with respect to any Payment Date, the excess, if any, of (x) the Class B Interest Distributable Amount for such Payment Date and any outstanding Class B Interest Carryover Shortfall from the immediately preceding Payment Date (together with interest on such outstanding Class B Interest Carryover Shortfall at the Class B Rate, to the extent lawful, calculated on the same basis as interest on the Class B Notes for the same period), over (y) the amount of interest distributed to the Class B Noteholders on such Payment Date.

"Class B Interest Distributable Amount" means the amount of interest accrued during the related Interest Period (calculated on the basis of a 360 day year consisting of twelve 30 day months) on the Class B Principal Balance as of the immediately preceding Payment Date (after giving effect to payments of principal made on such immediately preceding Payment Date) at the Class B Rate or, in the case of the first Payment Date, on the Class B Initial Principal Balance.

"Class B Note" means any of the 0.00% Asset Backed Notes, Class B, issued under the Indenture substantially in the form attached thereto as Exhibit A-3.

"Class B Note Balance" as of any date of determination, means the outstanding principal balance of the Class B Notes.

"Class B Noteholder" means any Person in whose name a Class B Note is registered in the Note Register.

"Class B Principal Balance" as of any date means the Class B Initial Principal Balance less all amounts paid to the holders of Class B Notes in respect of principal pursuant to Section 5.06 hereof.

"Class B Rate" means 0.00% per annum (computed on the basis of a 360 day year consisting of twelve 30 day months).

"Clearing Agency" means an organization registered as a "clearing agency" pursuant to Section 17A of the Exchange Act.

"Clearing Agency Participant" means a broker, dealer, bank, other financial institution or other Person for whom from time to time a Clearing Agency effects book-entry transfers and pledges of securities deposited with the Clearing Agency.

"Closing Date" means August 16, 2022.

"Code" means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

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"Collateral" shall have the meaning ascribed thereto in Section 2.01(b).

"Collection Account" means the account or accounts designated as such and established and maintained pursuant to Section 5.01.

"Collection Period" means, with respect to any Payment Date, the period commencing on the first day of the calendar month immediately preceding the month in which such Payment Date occurs (and, in the case of the first Collection Period, the period from (but excluding) the Cutoff Date) and ending on the last day of the calendar month immediately preceding the month in which such Payment Date occurs.

"Commission" means the Securities and Exchange Commission, and any successor thereto.

"Controlling Class" has the meaning set forth in the Indenture.

"Credit Risk Retention Rules" means Regulation RR, 17 C.F.R. §246.1, et seq. under the Exchange Act.

"Current Receivable" means each Receivable that is not a Defaulted Receivable or a Liquidated Receivable.

"Customary Servicing Practices" means, with respect to the management, servicing, administration and making of collections on the Receivables, the performance of such actions with reasonable care, using that degree of skill and attention that the Servicer exercises with respect to comparable automotive receivables that it services for itself or others.

"Cutoff Date" means the close of business on June 30, 2022.

"Dealer" means the dealer of cars, crossover utility vehicles, light-duty trucks or sport utility vehicles who sold a Financed Vehicle and who originated and assigned the Receivable relating to such Financed Vehicle to TMCC under an existing agreement between such dealer and TMCC.

"Dealer Recourse" means, with respect to a Receivable, all recourse rights against the Dealer that originated the Receivable, and any successor Dealer, in respect of breaches of representations and warranties relating to the origination of the related Receivables and the perfection of the security interests in the related Financed Vehicles.

"Defaulted Receivable" means a Receivable (other than an Administrative Receivable or a Warranty Receivable) as to which (a) all or any part of a Scheduled Payment is 120 or more days past due, or (b) if all or any part of a Scheduled Payment is less than 120 days past due, the Servicer has, in accordance with its Customary Servicing Practices, (i) determined that eventual payment in full is unlikely, (ii) repossessed and liquidated the related Financed Vehicle or (iii) repossessed and held the related Financed Vehicle in its repossession inventory for 90 days, whichever of clauses (i), (ii) or (iii) occurs first.

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"Definitive Notes" shall have the meaning ascribed thereto in Section 2.10 of the Indenture.

"Delinquency Trigger" means, with respect to a Collection Period, the aggregate Principal Balance of 60-Day Delinquent Receivables as a percentage of the aggregate Principal Balance of Receivables as of the end of such Collection Period exceeds the Delinquency Trigger Percentage for such Collection Period.

"Delinquency Trigger Percentage" equals 4.65%.

"Depositor" means the Seller in its capacity as Depositor under the Trust Agreement.

"Determination Date" means, with respect to any Payment Date, the second Business Day preceding such Payment Date.

"DTC" means The Depository Trust Company, and its successors.

"Eligible Deposit Account" means either (a) a segregated account with an Eligible Institution or (b) a segregated trust account with an Eligible Trust Account Institution.

"Eligible Institution" means a depository institution or trust company (which may be the Owner Trustee, the Indenture Trustee or any of their respective Affiliates) organized under the laws of the United States of America or any one of the states thereof or the District of Columbia (or any domestic branch of a foreign bank) (a) which at all times has either (i) a long-term senior unsecured debt rating of "A" or better by S&P and "A" or better by Fitch, (ii) a short-term unsecured debt rating or certificate of deposit rating of "A-1" by S&P and "F1" by Fitch or (iii) such other rating in respect of which the Rating Agency Condition shall have been satisfied, and (b) whose deposits are insured by the Federal Deposit Insurance Corporation.

"Eligible Investments" means, at any time, any one or more of the following obligations and securities:

(a) obligations of, and obligations fully guaranteed as to timely payment of principal and interest by, the United States or any agency thereof, provided such obligations are backed by the full faith and credit of the United States;

(b) general obligations of or obligations guaranteed by FNMA or any state of the United States, the District of Columbia or the Commonwealth of Puerto Rico then rated the highest available credit rating of each Rating Agency for such obligations;

(c) certificates of deposit issued by any depository institution or trust company (including the Indenture Trustee or any Affiliate of the Indenture Trustee) incorporated under the laws of the United States or of any state thereof, the District of Columbia or the Commonwealth of Puerto Rico and subject to supervision and examination by banking authorities of one or more of such jurisdictions, provided that the short-term unsecured debt obligations of such depository institution or trust company are then rated the highest available rating of each Rating Agency for such obligations;

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(d) certificates of deposit, commercial paper, demand or time deposits of, bankers' acceptances issued by, or federal funds sold by, any depository institution or trust company (including the Indenture Trustee or any Affiliate of the Indenture Trustee) incorporated under the laws of the United States or any State and subject to supervision and examination by federal and/or State banking authorities and the deposits of which are fully insured by the Federal Deposit Insurance Corporation, so long as at the time of such investment or contractual commitment providing for such investment either such depository institution or trust company is an Eligible Institution (or if such investment will mature after more than one month, the long-term, unsecured debt of the issuer has the highest available rating from each Rating Agency) or the Rating Agency Condition shall have been satisfied in respect of such depository institution or trust company;

(e) certificates of deposit issued by any bank, trust company, savings bank or other savings institution that is an Eligible Institution and is fully insured by the FDIC (or if such investment will mature after more than one month, the long-term, unsecured debt of the issuer has the highest available rating from each Rating Agency);

(f) repurchase obligations held by the Indenture Trustee that are acceptable to the Indenture Trustee with respect to any security described in clauses (a), (b) or (g) hereof or any other security issued or guaranteed by any other agency or instrumentality of the United States, in either case entered into with a federal agency or a depository institution or trust company (acting as principal) described in clause (d) above (including the Indenture Trustee); provided, however, that repurchase obligations entered into with any particular depository institution or trust company (including the Indenture Trustee) will not be Eligible Investments to the extent that the aggregate principal amount of such repurchase obligations with such depository institution or trust company held by the Indenture Trustee on behalf of the Noteholders or the Seller, as the case may be, shall exceed 10% of either the Pool Balance or of the principal balance of all the face amount of all Eligible Investments so held thereby;

(g) securities bearing interest or sold at a discount issued by any corporation incorporated under the laws of the United States or any State (including commercial paper of the Sponsor or any of its Affiliates) so long as at the time of such investment or contractual commitment providing for such investment (i) the long-term, unsecured debt, or if such securities are commercial paper, the short-term unsecured debt, of such corporation has the highest available rating from each Rating Agency or (ii) the Rating Agency Condition shall have been satisfied in respect of such investment;

(h) money market funds, mutual funds or other pooled investment vehicle so long as such funds are rated "AAA" by S&P (so long as S&P is a Rating Agency) and "AAA" by Fitch (so long as Fitch is a Rating Agency), including any such fund for which the Indenture Trustee or an Affiliate thereof serves as an investment advisor, administrator, shareholder servicing agent and/or custodian or subcustodian, and notwithstanding that (i) such Person charges and collects fees and expenses from such funds for services rendered, (ii) such Person charges and collects fees and expenses for services rendered pursuant to the Trust Agreement, the Indenture or the Securities Account Control Agreement and (iii) services performed for such funds and pursuant to any such agreement may converge at any time. Each of the Seller and the Servicer hereby specifically authorizes the Indenture Trustee, Owner Trustee, Securities Intermediary or an Affiliate thereof to charge and collect all fees and expenses from such funds for services

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rendered to such funds, in addition to any fees and expenses such Person may charge and collect for services rendered pursuant to any such Agreement;

(i) investments in Eligible Investments maintained in "sweep accounts," short-term asset management accounts and the like utilized for the investment, on an overnight basis, of residual balances in investment accounts maintained at the Indenture Trustee or any other depository institution or trust company (including the Indenture Trustee) incorporated under the laws of the United States or any State and subject to supervision and examination by federal and/or State banking authorities and the deposits of which are fully insured by the Federal Deposit Insurance Corporation, so long as at the time of such investment or contractual commitment providing for such investment either such depository institution or trust company is an Eligible Institution (or if such investment will mature after more than one month, the long-term, unsecured debt of the issuer has the highest available rating from each Rating Agency) or the Rating Agency Condition shall have been satisfied with respect to such depository institution or trust company; and

(j) such other investments as to which the Rating Agency Condition shall have been satisfied;

provided that each of the foregoing investments shall mature or be liquidated (a) on the Payment Date next succeeding such investment or (b) if the short-term unsecured debt obligations of the Indenture Trustee has the highest available rating from each Rating Agency on the date such investment is made, on the Business Day immediately preceding the Payment Date next succeeding such investment.

None of the foregoing will be considered an Eligible Investment if:

(1) it constitutes a certificated security, bankers' acceptance, commercial paper, negotiable certificate of deposit or other obligation that constitutes "financial assets" within the meaning of Section 8-102(a)(9)(c) of the UCC unless a security entitlement with respect to such Eligible Investment has been created, in favor of the Indenture Trustee or Owner Trustee, as appropriate, in accordance with Section 8-501(b) of the UCC and the related securities intermediary has agreed not to comply with entitlement orders of any secured party other than the Indenture Trustee, Seller or Owner Trustee, as the case may be; or

(2) it constitutes a book-entry security held through the Federal Reserve System pursuant to federal book-entry regulations, unless, in accordance with applicable law, (A) a book-entry registration thereof is made to an appropriate book-entry account maintained with a Federal Reserve Bank by the Indenture Trustee, Securities Intermediary or Owner Trustee, as appropriate, or by a custodian therefor, (B) a deposit advice or other written confirmation of such book-entry registration is issued to such Person, (C) any such custodian makes entries in its books and records identifying that such book-entry security is held through the Federal Reserve System pursuant to federal book-entry regulations and belongs to such trustee and indicating that such custodian holds such Eligible Investment solely as agent for the Indenture Trustee, Securities Intermediary or Owner Trustee, as appropriate, (D) the Indenture Trustee, Securities Intermediary or Owner Trustee, as appropriate, makes entries in its books and records establishing that it holds such security solely in such capacity, and (E) any additional or

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alternative procedures as may hereafter become necessary to effect complete transfer of ownership thereof to such trustee are satisfied, consistent with changes in applicable law or regulations or the interpretation thereof.

Notwithstanding anything to the contrary contained in this definition, no Eligible Investment may be purchased at a premium and no Eligible Investment shall be an "interest only" instrument.

For purposes of this definition, any reference to the highest available credit rating of an obligation shall mean the highest available credit rating for such obligation (excluding any "+" signs associated with such rating), or such lower credit rating as to which the Rating Agency Condition shall have been satisfied. Also for purposes of this definition, any reference to a Rating Agency refers only to a Rating Agency that has, at the request of TMCC, rated the Class A Notes.

"Eligible Trust Account Institution" means the corporate trust department of a depository institution organized under the laws of the United States of America or any one of the states thereof or the District of Columbia (or any domestic branch of a foreign bank), having corporate trust powers and acting as trustee for funds deposited in such account, so long as any of the securities of such depository institution shall have a credit rating from Fitch of at least "F1" or "A" and from S&P of at least "A", or such other rating in respect of which the Rating Agency Condition shall have been satisfied.

"Event of Default" shall have the meaning ascribed thereto in Section 5.01 of the Indenture.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"FDIC" means the Federal Deposit Insurance Corporation, and its successors.

"Federal Reserve Board" means the Board of Governors of the Federal Reserve System.

"Final Scheduled Payment Date" means the Class A-1 Final Scheduled Payment Date, the Class A-2a Final Scheduled Payment Date, the Class A-2b Final Scheduled Payment Date, the Class A-3 Final Scheduled Payment Date, the Class A-4 Final Scheduled Payment Date or the Class B Final Scheduled Payment Date, as the context requires.

"Financed Vehicle" means, with respect to a Receivable, the related car, crossover utility vehicles, light-duty truck or sport utility vehicle, as the case may be, together with all accessions thereto, securing the related Obligor's indebtedness under such Receivable.

"First Priority Principal Distribution Amount" means, with respect to any Payment Date, an amount equal to the excess, if any, of (a) the Class A Note Balance as of such Payment Date (before giving effect to any principal payments made on the Class A Notes on such Payment Date), over (b) the related Adjusted Pool Balance; provided, however, that (i) the First Priority Principal Distribution Amount on the Class A-1 Final Scheduled Payment Date shall not be less than the amount that is necessary to reduce the outstanding principal amount of

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the Class A-1 Notes to zero; (ii) the First Priority Principal Distribution Amount on the Class A-2a Final Scheduled Payment Date shall not be less than the amount that is necessary to reduce the outstanding principal amount of the Class A-2a Notes to zero; (iii) the First Priority Principal Distribution Amount on the Class A-2b Final Scheduled Payment Date shall not be less than the amount that is necessary to reduce the outstanding principal amount of the Class A-2b Notes to zero; (iv) the First Priority Principal Distribution Amount on the Class A-3 Final Scheduled Payment Date shall not be less than the amount that is necessary to reduce the outstanding principal amount of the Class A-3 Notes to zero; and (v) the First Priority Principal Distribution Amount on the Class A-4 Final Scheduled Payment Date shall not be less than the amount that is necessary to reduce the outstanding principal amount of the Class A-4 Notes to zero.

"Fitch" means Fitch Ratings, Inc. or its successor.

"FNMA" means the Federal National Mortgage Association, and its successors.

"Hague Securities Convention" means The Convention on the Law Applicable to Certain Rights in Respect of Securities Held with an Intermediary (Concluded 5 July 2006), which became effective in the United States of America on April 1, 2017.

"Holder" or "Securityholder" means the registered holder of a Note, as evidenced by the Note Register, or the Certificateholder, as the case may be, except that, solely for the purposes of giving certain consents, waivers, requests or demands pursuant to the Trust Agreement or the Indenture, the interest evidenced by the Certificate or any Note registered in the name of TAFR LLC or TMCC, or any Person actually known to a Trust Officer of the Owner Trustee or the Indenture Trustee to be controlling, controlled by or under common control with TAFR LLC or TMCC, shall not be taken into account in determining whether the requisite percentage necessary to effect any such consent, waiver, request or demand shall have been obtained.

"Indenture" means the Indenture, dated as of August 16, 2022, among the Issuer, the Indenture Trustee and the Securities Intermediary.

"Indenture Trustee" means U.S. Bank Trust Company, National Association, in its capacity as Indenture Trustee under the Indenture, its successors in interest and any successor trustee under the Indenture.

"Indenture Trustee Fee" means an annual fee equal to $5,000, payable on the Payment Date occurring in August of each year, commencing in August 2023.

"Insolvency Event" means, with respect to a specified Person, (a) the filing of a decree or order for relief by a court having jurisdiction in the premises in respect of such Person or any substantial part of its property in an involuntary case under any applicable federal or state bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or ordering the winding-up or liquidation of such Person's affairs, and such decree or order shall remain unstayed and in effect for a period of 60 consecutive days; or (b) the commencement by such Person of a voluntary case under any applicable federal or state bankruptcy, insolvency or other similar law now or hereafter in effect, or the consent by

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such Person to the entry of an order for relief in an involuntary case under any such law, or the consent by such Person to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or the making by such Person of any general assignment for the benefit of creditors, or the failure by such Person generally to pay its debts as such debts become due, or the taking of action by such Person in furtherance of any of the foregoing.

"Insurance Policy" means, with respect to a Receivable, an insurance policy covering physical damage, credit life, credit disability, theft, mechanical breakdown or similar event relating to the related Financed Vehicle or Obligor.

"Interest Period" means, with respect to any Payment Date and (i) the Class A-1 Notes and the Class A-2b Notes, the period from (and including) a Payment Date to (but excluding) the next Payment Date, except that the first Interest Period will be from (and including) the Closing Date to (but excluding) September 15, 2022; and (ii) the Class A-2a Notes, the Class A-3 Notes, the Class A-4 Notes and the Class B Notes, the period from (and including) the 15th day of each calendar month to (but excluding) the 15th day of the succeeding calendar month, except that the first Interest Period will be from (and including) the Closing Date to (but excluding) September 15, 2022.

"Investment Company Act" means the Investment Company Act of 1940, as amended.

"Issuer" means Toyota Auto Receivables 2022-C Owner Trust, unless and until a successor replaces it and, thereafter, means the successor and, for purposes of any provision contained herein and required by the TIA (as such term is defined in the Indenture), each other obligor on the Notes, if any.

"Lien" means any security interest, lien, charge, pledge, equity or encumbrance of any kind other than tax liens, mechanics' liens and any liens that attach to a Receivable or any property, as the context may require, by operation of law.

"Liquidated Receivable" means a Receivable that (i) has been the subject of a Prepayment in full, or (ii) has been paid in full or as to which the Servicer has determined that the final amounts in respect of such payment have been paid with respect to a Defaulted Receivable, regardless of whether all or any part of such payment has been made by the Obligor under such Receivable, the Seller pursuant to this Agreement, the Servicer pursuant to this Agreement or pursuant to the Receivables Purchase Agreement, an insurer pursuant to an Insurance Policy or otherwise.

"Liquidation Expenses" means, with respect to a Defaulted Receivable, the amount charged by the Servicer, in accordance with its Customary Servicing Practices, to or for its account for repossessing, refurbishing and disposing of the related Financed Vehicle and other out-of-pocket costs related to such liquidation.

"Liquidation Proceeds" means, with respect to a Defaulted Receivable, all amounts realized with respect to such Receivable from whatever sources (including, without

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limitation, proceeds of any Insurance Policy), net of amounts that are required by law or such Receivable to be refunded to the related Obligor.

"Monthly Remittance Conditions" means, collectively, (i) TMCC is the Servicer, (ii) either (a) TMCC's short-term unsecured debt is rated A-1 by S&P and F2 by Fitch, (b) TMCC's long-term unsecured debt is rated at least BBB by S&P and BBB by Fitch, (c) TMCC has such other unsecured debt ratings from S&P and Fitch in respect of which the Rating Agency Condition has been satisfied for such purpose or (d) certain arrangements are made that are acceptable to the Rating Agencies, and (iii) no Event of Default or Servicer Default shall have occurred and be continuing (unless waived by the appropriate Noteholders).

"Net Liquidation Proceeds" means, with respect to a Defaulted Receivable, Liquidation Proceeds less Liquidation Expenses.

"Note" means a Class A-1 Note, a Class A-2a Note, a Class A-2b Note, a Class A-3 Note, a Class A-4 Note or a Class B Note.

"Note Balance" as of any date of determination, means the aggregate of the outstanding principal balances of the Class A-1 Notes, Class A-2a Notes, Class A-2b Notes, Class A-3 Notes, Class A-4 Notes and Class B Notes.

"Note Depository Agreement" means the agreement entitled "Letter of Representations," dated on or before the Closing Date, among the Clearing Agency, the Issuer and the Indenture Trustee with respect to certain matters relating to the duties thereof with respect to the Book-Entry Notes, substantially in the form attached to the Indenture as Exhibit A-1, Exhibit A-2 and Exhibit A-3.

"Note Owner" means, with respect to a Book-Entry Note, any Person who is the beneficial owner of such Book-Entry Note, as reflected on the books of the Clearing Agency or on the books of a Person maintaining an account with such Clearing Agency (directly as a Clearing Agency Participant or as an indirect participant, in each case in accordance with the rules of such Clearing Agency).

"Note Pool Factor" means, with respect to each Class of Notes as of the close of business on any Payment Date, a seven-digit decimal figure equal to the outstanding principal balance of such Class of Notes (after giving effect to any reductions thereof to be made on such Payment Date) divided by the original outstanding principal balance of such Class of Notes. The Note Pool Factor for each Class of Notes will be 1.0000000 as of the Closing Date; thereafter, the related Note Pool Factor will decline to reflect reductions in the outstanding principal balance of such Class of Notes.

"Note Register" means the Register of Noteholders' information maintained by the Indenture Trustee or its successor pursuant to Section 2.04 of the Indenture, which register records the name of each registered Holder of a Note.

"Noteholder" means any Holder of a Note.

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"Obligor" on a Receivable means the purchaser or co-purchasers of the related Financed Vehicle purchased in part or in whole by the execution and delivery of such Receivable or any other Person who owes or may be liable for payments under such Receivable.

"Officer's Certificate" means a certificate signed by the President, any Vice President, the chief financial officer, the chief accounting officer, the Treasurer or any Assistant Treasurer, or the Secretary or any Assistant Secretary of the Issuer, the Seller, the Administrator or the Servicer, as the case may be.

"Opinion of Counsel" means one or more written opinions of counsel who may, except as otherwise provided herein, be an employee of or counsel to the Issuer, the Seller or the Servicer, which counsel shall be acceptable to the Indenture Trustee, the Owner Trustee or the Rating Agencies, as the case may be.

"Optional Purchase Percentage" means 5%.

"Optional Purchase Price" means an amount equal to the greater of (i) the fair market value of the Trust Estate and (ii) the Outstanding Amount plus all accrued and unpaid interest on each Class of Notes (including, without duplication, any Class A-1 Interest Carryover Shortfall, Class A-2a Interest Carryover Shortfall, Class A-2b Interest Carryover Shortfall, Class A-3 Interest Carryover Shortfall, Class A-4 Interest Carryover Shortfall or Class B Interest Carryover Shortfall) through the Payment Date on which the Trust Estate is to be purchased by the Servicer, or successor to the Servicer.

"Original Pool Balance" means $1,661,936,432.71.

"Other Assets" means any assets (or interests therein) (other than the Trust Estate) conveyed or purported to be conveyed by the Seller to another Person or Persons other than the Issuer, whether by way of a sale, capital contribution or by virtue of the granting of a Lien.

"Outstanding Amount" means the aggregate principal amount of all Notes, or, if indicated by the context, all Notes of any Class, outstanding at the date of determination.

"Overcollateralization Target Amount" means 0.85% of the Adjusted Pool Balance as of the Cutoff Date.

"Owner Trustee" means Wilmington Trust, National Association, not in its individual capacity but solely as Owner Trustee under the Trust Agreement, or any successor Owner Trustee under the Trust Agreement.

"Owner Trustee Fee" means an annual fee equal to $3,000, payable on the Payment Date occurring in August of each year, commencing in August 2023.

"Paying Agent" has the meaning set forth in the Indenture.

"Payment Date" means, with respect to a Collection Period, the fifteenth (15th) calendar day of the following calendar month, or if such day is not a Business Day, the next succeeding Business Day, commencing in September 2022.

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"Permitted Modification" shall have the meaning ascribed thereto in Section 4.02.

"Person" means any legal person, including any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Pool Balance" means, as of any date, the aggregate Principal Balance of the Receivables (exclusive of all Administrative Receivables for which the Servicer has paid the Administrative Purchase Payment, Warranty Receivables for which the Seller has paid the Warranty Purchase Payment and Defaulted Receivables) as of the close of business on such date.

"Pool Factor" as of any Payment Date, means a seven-digit decimal figure equal to the Pool Balance as of such Payment Date divided by the Original Pool Balance.

"Prepayment" means any prepayment, whether in part or in full, in respect of any Receivable.

"Principal Balance" means, with respect to any Receivable as of any date, the Amount Financed minus the sum of the following amounts: (i) that portion of all payments actually received on or prior to such date and allocable to principal, (ii) any Warranty Purchase Payment or Administrative Purchase Payment with respect to such Receivable received on or prior to such date and allocable to principal, and (iii) any Prepayments or other payments received on or prior to such date and applied to reduce the unpaid principal balance of such Receivable. The Principal Balance of a Defaulted Receivable and any Receivable purchased in accordance with the terms of Section 9.01(a) shall be zero.

"Rating Agency" means either or each of S&P and Fitch, as indicated by the context.

"Rating Agency Condition" has the meaning set forth in the Indenture.

"Receivable" means any retail installment sales contract which is executed by an Obligor in respect of a Financed Vehicle that is identified in the Schedule of Receivables, and all proceeds thereof and payments thereunder.

"Receivable File" means the documents (whether tangible or electronic) specified in Section 2.02 pertaining to a particular Receivable.

"Receivables Purchase Agreement" means that certain Receivables Purchase Agreement, dated as of August 16, 2022, between the Seller and TMCC.

"Record Date" means, with respect to the Notes of any Class and each Payment Date, the calendar day immediately preceding such Payment Date or, if Definitive Notes representing any Class of Notes have been issued, the last day of the month immediately preceding the month in which such Payment Date occurs. Any amount stated "as of a Record Date" or "on a Record Date" shall give effect to (i) all applications of collections, and (ii) all payments and distributions to any party under this Agreement, the Indenture and the Trust

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Agreement or to the related Obligor, as the case may be, in each case as determined as of the opening of business on the related Record Date.

"Recoveries" means, with respect to any Receivable that becomes a Liquidated Receivable, monies collected in respect thereof, from whatever source, during any Collection Period following the Collection Period in which such Receivable became a Liquidated Receivable, net of the sum of any amounts expended by the Servicer for the account of the Obligor and any amounts required by law to be remitted to the Obligor.

"Regular Principal Distribution Amount" means, with respect to any Payment Date, an amount equal to (a) the excess, if any, of (i) the Note Balance as of such Payment Date (before giving effect to any principal payments made on the Notes on such Payment Date), over (ii) the excess, if any, of the Adjusted Pool Balance as of the end of the related Collection Period less the Overcollateralization Target Amount minus (b) the sum of the First Priority Principal Distribution Amount and the Second Priority Principal Distribution Amount for such Payment Date.

"Regulation AB" means Subpart 229.1100 – Asset Backed Securities (Regulation AB), 17 C.F.R. §§229.1100-229.1125, as such may be amended from time to time, and subject to such clarification and interpretation as have been provided by the Commission in the adopting releases (Asset-Backed Securities, Securities Act Release No. 33-8518, 70 Fed. Reg. 1,506, 1,531 (Jan. 7, 2005) and Asset-Backed Securities Disclosure and Registration, Securities Act Release No. 33-9638, 79 Fed. Reg. 57,184 (Sept. 24, 2014)) or by the staff of the Commission, or as may be provided by the Commission or its staff from time to time.

"Relief Act" means the Servicemembers Civil Relief Act of 2003, as amended.

"Requesting Noteholders" shall have the meaning ascribed thereto in Section 12.01 of the Indenture.

"Requesting Party" shall have the meaning ascribed thereto in Section 11.02(a).

"Required Rate" means 7.90%.

"Reserve Account" means the account designated as such, established and maintained pursuant to Section 5.07.

"Review Report" means, for an Asset Representations Review, the report of the Asset Representations Reviewer described in Section 3.4 of the Asset Representations Review Agreement.

"Schedule of Receivables" means the schedule of receivables attached as an exhibit to the Transfer Notice (as defined in the Receivables Purchase Agreement) delivered on the Closing Date, as it may be amended from time to time in accordance with the terms of this Agreement.

"Scheduled Payment" means, with respect to any Payment Date and to a Receivable, the payment set forth in such Receivable as due from the Obligor in the related

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Collection Period; provided, however, that in the case of the first Collection Period, the Scheduled Payment shall include all such payments due from the Obligor after the Cutoff Date.

"Second Priority Principal Distribution Amount" means, with respect to any Payment Date, an amount equal to (a) the excess, if any, of (i) the Note Balance as of such Payment Date (before giving effect to any principal payments made on the Class A Notes and the Class B Notes on such Payment Date), over (ii) the Adjusted Pool Balance for such Payment Date minus (b) the First Priority Principal Distribution Amount for such Payment Date; provided, however, that the Second Priority Principal Distribution Amount on the Class B Final Scheduled Payment Date shall not be less than the amount that is necessary to reduce the outstanding principal amount of the Class B Notes to zero.

"Securities Account Control Agreement" means the Securities Account Control Agreement, dated as of August 16, 2022, among the Seller, U.S. Bank National Association, as Securities Intermediary thereunder, and the Indenture Trustee, pursuant to which the Reserve Account will be established and maintained.

"Securities Act" means the Securities Act of 1933, as amended.

"Securityholder" see the definition of "Holder."

"Seller" means TAFR LLC, and its successors in interest to the extent permitted hereunder.

"Servicer" means TMCC, as the servicer of the Receivables, and each successor to TMCC (in the same capacity) pursuant to Section 7.03 or 8.02.

"Servicer's Certificate" means an Officer's Certificate of the Servicer delivered pursuant to Section 4.10, substantially in the form attached hereto as Exhibit A.

"Servicer Default" means an event specified in Section 8.01.

"Servicing Criteria" means the "servicing criteria" set forth in Item 1122(d) of Regulation AB, as such may be amended from time to time.

"Servicing Fee Rate" means 1.00%.

"Simple Interest Method" means the method of allocating a fixed level payment to principal and interest, pursuant to which the portion of such payment that is allocated to interest is equal to the product of the fixed rate of interest multiplied by the unpaid principal balance multiplied by the period of time elapsed since the preceding payment of interest was made and the remainder of such payment is allocable to principal.

"Specified Reserve Account Balance" means, with respect to any Payment Date, an amount equal to the lesser of (a) $3,750,095.46 and (b) the Outstanding Amount of the Notes for such Payment Date (after giving effect to any principal payments made on the Notes on such Payment Date).

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"Sponsor" means Toyota Motor Credit Corporation, in its capacity as sponsor hereunder, and any successor in interest.

"Subcontractor" means any vendor, subcontractor or other Person that is not responsible for the overall servicing (as "servicing" is commonly understood by participants in the asset-backed securities market) of the Receivables but performs one or more discrete functions identified in Item 1122(d) of Regulation AB with respect to the Receivables under the direction or authority of the Servicer or a Subservicer.

"Subservicer" means any Person that services Receivables on behalf of the Servicer or any Subservicer and is responsible for the performance (whether directly or through Subservicers or Subcontractors) of a substantial portion of the material servicing functions required to be performed by the Servicer under this Agreement that are identified in Item 1122(d) of Regulation AB.

"Successor Servicer" means any entity appointed as a successor to the Servicer pursuant to Section 8.02.

"Supplemental Servicing Fee" means, with respect to any Payment Date, all late fees, extension fees and other administrative fees and expenses or similar charges allowed by applicable law with respect to the Receivables received by the Servicer during the related Collection Period, plus any net investment earnings earned from the investment of monies on deposit in the Collection Account.

"S&P" means S&P Global Ratings or its successor.

"TAFR LLC" means Toyota Auto Finance Receivables LLC, a Delaware limited liability company, or its successors.

"TMCC" means Toyota Motor Credit Corporation, a California corporation, and its successors and assigns.

"Total Servicing Fee" means, for each Payment Date, the sum of the Basic Servicing Fee and the Supplemental Servicing Fee for such Payment Date.

"Trust Agreement" means the Trust Agreement, dated as of July 19, 2021 as amended and restated by the Amended and Restated Trust Agreement, dated as of August 16, 2022, in each case by and between the Seller and the Owner Trustee.

"Trust Estate" shall have the meaning ascribed thereto in Section 1.01 of the Indenture.

"Trust Officer" means, in the case of the Indenture Trustee, any officer within the Corporate Trust Office of the Indenture Trustee, including any Vice President, Assistant Vice President, Secretary, Assistant Secretary or any other officer of the Indenture Trustee customarily performing functions similar to those performed by any of the above designated officers with direct responsibility for the administration of the Indenture and the Basic Documents and, with respect to the Owner Trustee, any officer in the Corporate Trust

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Administration Department of the Owner Trustee with direct responsibility for the administration of the Trust Agreement on behalf of the Owner Trustee.

"Trustee and Reviewer Fees" means, with respect to any Payment Date, the sum of the related Indenture Trustee Fee, Owner Trustee Fee and Asset Representations Reviewer Fee.

"UCC" means the Uniform Commercial Code as in effect in the relevant jurisdiction at the relevant time.

"United States" means the United States of America.

"Verified Note Owner" has the meaning assigned to such term in the Indenture.

"Warranty Purchase Payment" means, with respect to a Payment Date and to a Warranty Receivable repurchased by the Seller as of the close of business on the last day of the related Collection Period, the sum of (a) the unpaid Principal Balance owed by the Obligor in respect of such Receivable as of the last day of the related Collection Period plus (b) interest on such unpaid Principal Balance at a rate equal to the related APR up to and including the last day of the related Collection Period.

"Warranty Receivable" means a Receivable which the Seller is required to repurchase pursuant to Section 3.02.

"Yield Supplement Overcollateralization Amount" means, with respect to any calendar month and the related Payment Date, or with respect to the Closing Date, the aggregate amount by which the Principal Balance as of the last day of the related Collection Period or the Cutoff Date, as applicable, of each of the related Receivables with an APR as stated in the related contract of less than the Required Rate, other than Defaulted Receivables, exceeds the present value, calculated by using a discount rate equal to the Required Rate, of each scheduled payment of each such Receivables assuming such scheduled payment is made on the last day of each month and each month has 30 days.

SECTION 1.02 Usage of Terms. With respect to all terms in this Agreement, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to "writing" include printing, typing, lithography and other means of reproducing words in a visible form; references to agreements and other contractual instruments include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms and not prohibited by this Agreement; references to Persons include their permitted successors and assigns; and the term "including" means "including without limitation."

ARTICLE II

CONVEYANCE OF RECEIVABLES

SECTION 2.01 Conveyance of Receivables.

(a) Upon the execution of this Agreement by the parties hereto, the Seller, pursuant to the mutually agreed upon terms contained in this Agreement, shall sell, transfer, assign and

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otherwise convey to the Issuer, without recourse (but subject to the Seller's obligations in this Agreement), all of its right, title and interest in and to the Receivables and any proceeds related thereto, including any Dealer Recourse and such other items as shall be specified in this Agreement. Concurrently therewith and in exchange therefor, the Issuer shall deliver to, or to the order of, the Seller the Notes and the Certificate.

(b) In consideration of the foregoing and other good and valuable consideration to be delivered to the Seller hereunder, on behalf of the Issuer, the Seller does hereby sell, transfer, assign and otherwise convey to the Issuer, without recourse (subject to the Seller's obligations herein):

(i) all right, title and interest of the Seller in and to the Receivables and all monies due thereon or paid thereunder or in respect thereof (including proceeds of the repurchase of Receivables by the Seller pursuant to Section 3.02 or the purchase of Receivables by the Servicer pursuant to Section 4.08 or 9.01) after the Cutoff Date;

(ii) the interest of the Seller in the security interests in the Financed Vehicles granted by the Obligors pursuant to the Receivables and any accessions thereto;

(iii) the interest of the Seller in any proceeds of any Insurance Policies relating to the Receivables or the Obligors;

(iv) the interest of the Seller in any Dealer Recourse;

(v) the right of the Seller to realize upon any property (including the right to receive future Liquidation Proceeds) that shall have secured a Receivable and have been repossessed pursuant to the terms thereof;

(vi) the rights and interests of the Seller under the Receivables Purchase Agreement;

(vii) all proceeds of the foregoing; and

(viii) all present and future claims, demands, causes of action and choses in action in respect of any or all of the foregoing and all payments on or under of every kind and nature whatsoever in respect of any or all of the foregoing, including all proceeds of the conversion thereof, voluntary or involuntary, into cash or other liquid property, all cash proceeds, accounts, accounts receivable, notes, drafts, acceptances, chattel paper, checks, deposit accounts, insurance proceeds, condemnation awards, rights to payment of any and every kind and other forms of obligations and receivables, instruments and other property which at any time constitute all or part of or are included in the proceeds of any of the foregoing (collectively, the "Collateral").

(c) It is the intention of the Seller that the transfer and assignment contemplated by this Agreement shall constitute a sale of the Collateral from the Seller to the Issuer and the beneficial interest in and title to the Collateral shall not be part of the Seller's estate in the event of the filing of a bankruptcy petition by or against the Seller under any bankruptcy law. The Seller agrees to execute and file all filings (including filings under the UCC) necessary in any jurisdiction to provide third parties with notice of the sale of the Collateral pursuant to this Agreement and to perfect such sale under the UCC.

(d) Although the parties hereto intend that the transfer and assignment contemplated by this Agreement be a sale, in the event such transfer and assignment is deemed to be other than

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a sale, the parties intend that all filings described in the foregoing paragraph shall give the Issuer a first priority perfected security interest in, to and under the Receivables, and other Collateral conveyed hereunder and all proceeds of any of the foregoing. This Agreement shall be deemed to be the grant of a security interest from the Seller to the Issuer, and the Issuer shall have all the rights, powers and privileges of a secured party under the UCC.

(e) In connection with the foregoing conveyance, the Servicer shall maintain its computer system so that, from and after the time of sale of the Receivables to the Issuer under this Agreement, the Servicer's electronic files which are maintained for the purpose of identifying retail installment sales contracts which have been transferred in connection with securitizations will show the interest of the Issuer in such Receivable and that the Receivable is owned and controlled by the Issuer. Indication of the Issuer's ownership of a Receivable shall be deleted from or modified on the Servicer's computer systems when, and only when, the Receivable has been paid in full, repurchased or assigned pursuant to this Agreement.

(f) Ownership and control of the Receivables, as between the Issuer and the Indenture Trustee (on behalf of the Noteholders) shall be governed by the Indenture.

SECTION 2.02 Custody of Receivable Files. To assure uniform quality in servicing the Receivables and to reduce administrative costs, the Owner Trustee on behalf of the Issuer, upon the execution and delivery of this Agreement, appoints the Servicer, and the Servicer accepts such appointment, to act as the agent of the Issuer as custodian of the following documents or instruments (the parties hereto expressly acknowledging and agreeing that the Servicer may appoint a third party to act as the agent of the Servicer to maintain possession or control of such documents, electronic files or instruments as contemplated by Section 3.03(b) of this Agreement) which are hereby held by the Servicer for benefit of the Issuer with respect to each Receivable:

(a) the original tangible record constituting or forming a part of such Receivable that is tangible chattel paper (as such term is defined in Section 9-102 of the UCC) fully executed and "signed" (within the meaning of the UCC) by the related Obligor, or a copy or image of such original tangible record that is stored in an electronic medium that the Servicer shall maintain in accordance with its Customary Servicing Practices and that shall be a single "authoritative copy" (as such term is used in Section 9-105 of the UCC) of such Receivable, which authoritative copy identifies TMCC as the secured party under such Receivable or as the assignee of the secured party under such Receivable, or the authoritative copy of the electronic record evidencing electronic chattel paper initially authenticated by the related Obligor that (i) is maintained for TMCC by a third party provider acting on behalf of TMCC that (x) provides computer services that enables Dealers to create, store, control and assign electronic records, records constituting an "authoritative copy", and other related materials and (y) enables TMCC to accept assignment of, control, assign and store, the authoritative copy of such electronic chattel paper and electronic records and other related materials and (ii) identifies TMCC as the secured party under such Receivable or as the assignee of the secured party under such Receivable;

(b) the original credit application executed by the related Obligor (or a photocopy or other image or electronic record thereof that the Servicer shall keep on file in accordance with its Customary Servicing Practices), on TMCC's customary form, or on a form approved by TMCC;

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(c) the original certificate of title (or evidence that such certificate of title has been applied for), or a photocopy or other image thereof of such documents that the Servicer shall keep on file in accordance with TMCC's Customary Servicing Practices, evidencing the security interest in the related Financed Vehicle; and

(d) any and all other documents (whether tangible or electronic) that the Seller or the Servicer, as the case may be, shall keep on file, in accordance with its Customary Servicing Practices, relating to such Receivable, the related Obligor or Financed Vehicle, including documents evidencing or relating to any Insurance Policy;

provided, that the Servicer may appoint one or more agents to act as subcustodians of certain items contained in a Receivable File so long as the Servicer remains primarily responsible for their safekeeping, provided, further, that the Servicer shall not transmit or transfer the authoritative copy of a Receivable that is in the form of electronic chattel paper to another person unless such person is able to and agrees to maintain TMCC's "control" (as such term is used in Section 9-105 of the UCC) over the authoritative copy or the control of any authorized assignee of TMCC. The Servicer shall maintain "control", within the meaning of Section 9-105 of the applicable UCC, of every Receivable for the benefit of the owners of that Receivable, and shall not relinquish such control or transfer such control to any other person except at the direction of the owner of such Receivables and only if such transfer is effective to transfer control to the person designated by such owner of the Receivable.

SECTION 2.03 Acceptance by Issuer. The Issuer hereby acknowledges its acceptance, pursuant to this Agreement, of all right, title and interest in and to the Receivables conveyed by the Seller pursuant to this Agreement and declares and shall declare from and after the date hereof that the Issuer holds and shall hold such right, title and interest, upon the terms and conditions set forth in this Agreement.

ARTICLE III

THE RECEIVABLES

SECTION 3.01 Representations and Warranties of the Seller with Respect to the Receivables. The Seller makes the following representations and warranties as to the Receivables, on which the Issuer is deemed to have relied in acquiring the Receivables. Such representations and warranties speak as of the Cutoff Date and as of the Closing Date (unless, by its terms, a representation or warranty speaks specifically as of the Cutoff Date or the Closing Date, in which case such representation or warranty speaks specifically as of such date only), but shall survive the sale, transfer and assignment of the Receivables to the Issuer, and the pledge thereof to the Indenture Trustee pursuant to the Indenture.

(a) Origination. Each Receivable was originated in the United States by a Dealer for the retail sale of the related Financed Vehicle in the ordinary course of such Dealer's business, has been fully and properly executed or electronically authenticated by the parties thereto, has been purchased by TMCC from such Dealer under an existing agreement with TMCC and has been validly assigned by such Dealer to TMCC.

(b) Security Interest. With respect to each Receivable, as of the Closing Date, TMCC has, or has started procedures that will result in TMCC having, a perfected, first priority security

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interest in the related Financed Vehicle, which security interest was validly created and is assignable by the Seller to the Issuer.

(c) Simple Interest. Each Receivable provides for scheduled monthly payments that fully amortize the Amount Financed by maturity (except for minimally different payments in the first or last month in the life of the Receivable) and provides for a finance charge or yield interest at its APR, in either case calculated based on the Simple Interest Method.

(d) Prepayment. Each Receivable allows for prepayment without penalty.

(e) Compliance with Law. To the Seller's knowledge, each Receivable complied in all material respects at the time it was originated with all requirements of applicable federal, state and local laws, and regulations thereunder.

(f) Binding Obligation. Each Receivable is on a form contract containing customary and enforceable provisions that includes rights and remedies allowing the holder to enforce the obligation and realize on the related Financed Vehicle and represents the legal, valid and binding payment obligation in writing of the related Obligor, enforceable by the holder thereof in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity and consumer protection laws, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(g) No Government Obligors. None of the Receivables is due from the United States or any state or local government, or from any agency, department or instrumentality of the United States or any state or local government.

(h) Receivables in Force. As of the Cutoff Date, no Receivable has been satisfied, nor has any Financed Vehicle been released in whole or in part from the lien granted by the related Receivable.

(i) No Amendments or Waivers. As of the Cutoff Date, no material provision of a Receivable has been amended, modified or waived in a manner that is prohibited by the provisions of this Agreement.

(j) No Defenses. To the Seller's knowledge, as of the Closing Date, no Receivable is subject to any right of rescission, setoff, counterclaim or defense, nor has any such right been asserted or threatened with respect to any Receivable.

(k) No Payment Default. Except for payment delinquencies that have been continuing for a period of not more than 29 days, no payment default under the terms of any Receivable exists as of the Cutoff Date.

(l) No Repossession. No Financed Vehicle has been repossessed without reinstatement as of the Cutoff Date.

(m) Insurance. The terms of each Receivable require the related Obligor to obtain and maintain physical damage insurance covering the related Financed Vehicle in accordance with TMCC's normal requirements. No Financed Vehicle was subject to force-placed insurance.

(n) Good Title. Immediately prior to the transfer and assignment herein contemplated, the Seller had good and marketable title to each Receivable free and clear of all Liens and rights of others (other than pursuant to the Basic Documents) and, immediately upon

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the transfer and assignment thereof, the Purchaser will have good and marketable title to each Receivable, free and clear of all Liens and rights of others (other than pursuant to the Basic Documents).

(o) Lawful Assignment. No Receivable has been originated in, or is subject to the laws of, any jurisdiction under which the sale, transfer and assignment of such Receivable under this Agreement, or pursuant to the Receivables Purchase Agreement or the pledge of such Receivable under the Indenture are unlawful, void or voidable. The terms of each Receivable do not limit the right of the owner of such Receivable to sell such Receivable.

(p) Additional Representations and Warranties. (A) Each Receivable is being serviced by TMCC as of the Closing Date; (B) as of the Cutoff Date, each Receivable is secured by a new or used car, crossover utility vehicles, light-duty truck or sport utility vehicle; (C) no Receivable was more than 29 days past due as of the Cutoff Date; and (D) as of the Cutoff Date, no Receivable was noted in the records of TMCC or the Servicer as being the subject of a bankruptcy proceeding or insolvency proceeding.

SECTION 3.02 Remedies. The Seller, the Servicer or the Owner Trustee, as the case may be, shall inform the other parties to this Agreement and the Indenture Trustee promptly, in writing, upon the discovery of any breach of the Seller's representations and warranties made pursuant to Section 3.01 that materially and adversely affects the interests of the Issuer in any Receivable, without regard to any limitation set forth in such representation or warranty concerning the knowledge of the Seller as to the facts stated therein; provided that the Owner Trustee shall not be obligated to provide such written notice unless it shall have (a) received written notice of such a breach or (b) a Trust Officer of the Owner Trustee has actual knowledge of such a breach. By the last day of the second Collection Period following the Collection Period in which it discovers or receives notice of such breach, the Seller shall, unless such breach shall have been cured in all material respects, repurchase such Receivable and, if necessary, the Seller shall enforce the obligation of TMCC under the Receivables Purchase Agreement to repurchase such Receivable from the Seller. Notwithstanding the foregoing, the obligation of the Seller to repurchase a Receivable shall not be conditioned on the performance by TMCC of its obligation to repurchase such Receivable from the Seller pursuant to the Receivables Purchase Agreement. In consideration of the repurchase of any such Receivable, on or prior to 11:00 a.m. New York time on the related Payment Date, the Seller shall remit the Warranty Purchase Payment of such Receivable to the Collection Account in the manner specified in Section 5.05. Except as described below, the sole remedy of the Owner Trustee, the Issuer, the Indenture Trustee (by operation of the assignment of the Issuer's rights hereunder pursuant to the Indenture) or any Securityholder with respect to a breach of the Seller's representations and warranties pursuant to this Agreement shall be to require the Seller to repurchase the related Receivable pursuant to this Section and to enforce TMCC's obligation to the Seller to repurchase such Receivables pursuant to the Receivables Purchase Agreement. Neither the Owner Trustee nor the Indenture Trustee shall have any duty to conduct any affirmative investigation as to the occurrence of any condition requiring the repurchase of any Receivable pursuant to this Section. In connection with such repurchase, the Issuer, the Owner Trustee and Indenture Trustee shall take all steps necessary to effect a transfer of such Receivable as set forth in Section 9.01(d).

SECTION 3.03 Duties of Servicer as Custodian.

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(a) Safekeeping. The Servicer shall hold, at one of the locations listed in Schedule A to this Agreement or at such other office as shall be specified to the Owner Trustee and the Indenture Trustee as provided in Section 3.03(b), the Receivable Files as custodian for the benefit of the Issuer and maintain such accurate and complete accounts, records and computer systems pertaining to each Receivable File as shall enable the Issuer to comply with this Agreement. The Servicer covenants and agrees that it shall hold the Receivable Files in such a manner as to prevent any other Person from obtaining control of any electronic chattel paper (as defined in the UCC) included therein, within the meaning of section 9-105 of the UCC. In performing its duties as custodian, the Servicer shall act in accordance with its Customary Servicing Practices. The Servicer shall promptly report to the Issuer and the Indenture Trustee any failure on its part to hold the Receivable Files and maintain its accounts, records and computer systems as herein provided and shall promptly take appropriate action to remedy any such failure. Nothing herein shall be deemed to require an initial review or any periodic review by the Issuer, the Owner Trustee or the Indenture Trustee of the Receivable Files.

(b) Maintenance of and Access to Records. The Servicer shall maintain each Receivable File at one of its offices specified in Schedule A or at such other office of the Servicer or a third party agent retained by the Servicer as shall be specified to the Issuer and the Indenture Trustee by written notice not later than ninety (90) days after any change in location. The Servicer shall make available to the Issuer and the Indenture Trustee or their respective duly authorized representatives, attorneys or auditors a list of locations of the Receivable Files and the related accounts, records and computer systems maintained by the Servicer at such times during normal business hours as the Issuer or the Indenture Trustee shall instruct with reasonable advance notice.

(c) Release of Documents. Upon instruction from the Indenture Trustee, the Servicer shall release any Receivable File to the Indenture Trustee, the Indenture Trustee's agent or the Indenture Trustee's designee, as the case may be, at such place or places as the Indenture Trustee may designate, as soon as practicable.

SECTION 3.04 Instructions; Authority To Act. The Servicer shall be deemed to have received proper instructions with respect to the Receivable Files upon its receipt of written instructions signed by a Trust Officer of the Owner Trustee or the Indenture Trustee. A certified copy of a bylaw or of a resolution of the board of directors of the Owner Trustee or of the Indenture Trustee shall constitute conclusive evidence of the authority of such Trust Officer to act, and shall be considered conclusive evidence of the authority of such Trust Officer to act until receipt by the Servicer of written notice to the contrary given by the Owner Trustee or Indenture Trustee, as the case may be.

SECTION 3.05 Custodian's Indemnification. (a) The Servicer as custodian shall indemnify the Issuer, the Owner Trustee and the Indenture Trustee and each of their respective officers, directors, employees and agents for any and all liabilities, obligations, losses, compensatory damages, payments, costs or expenses (including, but not limited to, reasonable legal fees, costs and expenses, and including any such reasonable fees, costs and expenses incurred in connection with any enforcement (including any action, claim, or suit brought by such indemnified parties) of any indemnification or other obligation of the Servicer) of any kind whatsoever that may be imposed on, incurred by or asserted against any of them as the result of any improper act or omission in any way relating to the maintenance and custody by the Servicer

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as custodian of the Receivable Files in accordance with the terms of this Agreement; provided, however, that the Servicer shall not be liable to the Owner Trustee for any portion of any such amount resulting from the willful misfeasance, bad faith or gross negligence of the Owner Trustee, and the Servicer shall not be liable to the Indenture Trustee for any portion of any such amount resulting from the willful misfeasance, bad faith or negligence of the Indenture Trustee, in each case to the extent such matters have been determined definitively by a court of competent jurisdiction pursuant to a final order or verdict not subject to appeal, and until such determination, the Issuer, the Owner Trustee, the Indenture Trustee and each of their officers, directors, employees and agents shall be entitled to indemnification hereunder.

(b) Promptly after receipt by a party indemnified under this Section 3.05 (a "Custodian Indemnified Party") of notice of the commencement of any action, such Custodian Indemnified Party will, if a claim in respect thereof is to be made against the party providing indemnification under this Section 3.05 (a "Custodian Indemnifying Party"), notify such Custodian Indemnifying Party of the commencement thereof. In case any such action is brought against any Custodian Indemnified Party under this Section 3.05 and it notifies the Custodian Indemnifying Party of the commencement thereof, the Custodian Indemnifying Party will assume the defense thereof, with counsel reasonably satisfactory to such Custodian Indemnified Party, and the Custodian Indemnifying Party will not be liable to such Custodian Indemnified Party under this Section for any legal or other expenses subsequently incurred by such Custodian Indemnified Party in connection with the defense thereof, other than reasonable costs of investigation. The obligations set forth in this Section 3.05 shall survive the termination of this Agreement or the resignation or removal of the Servicer, the Owner Trustee, the Indenture Trustee and shall include reasonable fees and expenses of counsel and expenses of litigation. If the Servicer shall have made any indemnity payments pursuant to this Section and the Person to or on behalf of whom such payments are made thereafter collects any of such amounts from others, such Person shall promptly repay such amounts to the Servicer, without interest.

SECTION 3.06 Effective Period and Termination. The Servicer's appointment as custodian shall become effective as of the date hereof, and shall continue in full force and effect until terminated pursuant to this Section. If TMCC shall resign as Servicer in accordance with the provisions of this Agreement or if all of the rights and obligations of any Servicer shall have been terminated under Section 8.01, the appointment of TMCC (as Servicer) as custodian shall be terminated hereunder without further action by the Indenture Trustee, Owner Trustee, Noteholders or the Certificateholder. The Indenture Trustee or, with the consent of the Indenture Trustee, the Owner Trustee may terminate the Servicer's appointment as custodian, with cause, at any time upon written notification to the Servicer. The Owner Trustee, Indenture Trustee or Noteholders may terminate the Servicer as custodian hereunder in the same manner as the Owner Trustee, Indenture Trustee or Noteholders may terminate the rights and obligations of the Servicer under Section 8.01. As soon as practicable after any termination of such appointment, the Servicer shall deliver the Receivable Files to the Indenture Trustee or the agent thereof at such place or places as the Indenture Trustee may reasonably designate.

ARTICLE IV

ADMINISTRATION AND SERVICING OF RECEIVABLES

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SECTION 4.01 Duties of Servicer. The Servicer, for the benefit of the Issuer and the Securityholders (to the extent provided herein), shall manage, service, administer and make collections on the Receivables in accordance with its Customary Servicing Practices. The Servicer's duties shall include collection and posting of all payments, responding to inquiries of Obligors or by federal, state or local government authorities with respect to the Receivables, investigating delinquencies, sending payment information to Obligors, reporting tax information to Obligors in accordance with its Customary Servicing Practices, accounting for collections and furnishing monthly and annual statements to the Owner Trustee and the Indenture Trustee. The Servicer shall have full power and authority, acting alone, to do any and all things in connection with managing, servicing, administering and making collections on the Receivables that it may deem necessary or desirable, in accordance with its Customary Servicing Practices. Nothing in the foregoing or in any other section of this Agreement shall be construed to prevent the Servicer from implementing new programs, whether on an intermediate, pilot or permanent basis, or on a regional or nationwide basis, or from modifying its standards, policies and procedures as long as, in each case, the Servicer does or would implement such programs or modify its standards, policies and procedures in respect of comparable assets serviced for itself in the ordinary course of business.

Without limiting the generality of the foregoing, the Servicer is authorized and empowered to execute and deliver, on behalf of itself, the Issuer, the Owner Trustee, the Indenture Trustee, the Securityholders or any of them, any and all instruments of satisfaction or cancellation, or partial or full release or discharge, and all other comparable instruments, with respect to the Receivables and the Financed Vehicles. The Servicer is hereby authorized to communicate with Obligors in the ordinary course of its servicing of the Receivables and Financed Vehicles in its own name. The Servicer is hereby authorized to commence, in its own name or in the name of the Issuer, a legal proceeding to enforce a Defaulted Receivable or to commence or participate in a legal proceeding (including without limitation a bankruptcy proceeding) relating to or involving a Receivable, including a Defaulted Receivable. If the Servicer shall commence or participate in a legal proceeding to enforce a Receivable, the Issuer shall thereupon be deemed to have automatically assigned to the Servicer, solely for the purpose of collection on behalf of the party retaining an interest in such Receivable, such Receivable and the other property conveyed to the Issuer hereby with respect to such Receivable for purposes of commencing or participating in any such proceeding as a party or claimant, and the Servicer is authorized and empowered by the Issuer to execute and deliver in the Servicer's name any notices, demands, claims, complaints, responses, affidavits or other documents or instruments in connection with any such proceeding. If in any enforcement suit or legal proceeding it shall be held that the Servicer may not enforce a Receivable on the ground that it shall not be a real party in interest or a holder entitled to enforce such Receivable, the Owner Trustee on behalf of the Issuer (subject to the Trust Agreement) shall, at the Servicer's expense and direction, take steps to enforce such Receivable, including bringing suit in its name or the name of the Owner Trustee (subject to the Trust Agreement), the Indenture Trustee, the Certificateholder and/or the Noteholders. The Owner Trustee, on behalf of the Issuer, shall furnish the Servicer with any powers of attorney and other documents and take any other steps which the Servicer may deem necessary or appropriate to enable the Servicer to carry out its servicing and administrative duties under this Agreement.

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SECTION 4.02 Collection and Allocation of Receivable Payments. The Servicer shall make reasonable efforts to collect all payments called for under the terms and provisions of the Receivables as and when the same shall become due and shall follow such customary collection procedures as it follows with respect to comparable automotive receivables that it services for itself or others. The Servicer shall be authorized to grant extensions, rebates or adjustments on a Receivable in accordance with the Customary Servicing Practices of the Servicer without the prior consent of the Issuer, the Owner Trustee, the Indenture Trustee or any Securityholder; provided, however, that if the amount of any Scheduled Payment due in a subsequent Collection Period is reduced as a result of (x) any change in the related APR or the Amount Financed, (y) any increase in the total number of Scheduled Payments or (z) any extension of payments such that the Receivable will be outstanding later than the last day of the Collection Period preceding the Class B Final Scheduled Payment Date, then the Servicer shall be obligated (except to the extent any such extension, rebate or adjustment constitutes a Permitted Modification) to repurchase such Receivable pursuant to Section 4.08; provided further, that the Servicer shall have no such obligation to repurchase a Receivable as a result of any such extension of payments under clause (z) above if it is required to grant such extension under law or pursuant to a court order. In addition, in the event that any such rescheduling or extension of a Receivable modifies the terms of such Receivable in such a manner as to release the security interest in the related Financed Vehicle or constitutes a cancellation of such Receivable and the creation of a new car, crossover utility vehicles, light-duty truck or sport utility vehicle receivable, the Servicer shall purchase such Receivable pursuant to Section 4.08 (except to the extent any such rescheduling, extension or modification constitutes a Permitted Modification), and the receivable created shall not be included as an asset of the Issuer. Notwithstanding the foregoing, (1) if a default, breach, violation, delinquency or event permitting acceleration under the terms of any Receivable shall have occurred or, in the judgment of the Servicer, is imminent, the Servicer may (A) extend such Receivable for credit related reasons that would be acceptable to the Servicer with respect to comparable new or used car, crossover utility vehicles, light-duty truck or sport utility vehicle receivables that it services for itself, but only if the final scheduled payment date of such Receivable as extended would not be later than the last day of the Collection Period preceding the Class B Final Scheduled Payment Date; or (B) reduce the outstanding principal amount of the Receivable in the event of a prepayment resulting from refunds of Insurance Policy premiums and service contracts and make similar adjustments in an Obligor's payment terms to the extent required by law; (2) if at the end of the scheduled term of any Receivable, the outstanding principal amount thereof is such that the final payment to be made by the related Obligor is larger than the regularly scheduled payment of principal and interest made by such Obligor, the Servicer may permit such Obligor to pay such remaining principal amount in more than one payment of principal and interest, provided that the last such payment shall be due on or prior to the last day of the Collection Period preceding the Class B Final Scheduled Payment Date; and (3) the Servicer may, in accordance with its Customary Servicing Practices, waive any prepayment charge, late payment charge or any other fees that may be collected in the ordinary course of servicing the Receivables. Each such action that the Servicer is permitted to take in accordance with the terms of the immediately preceding sentence shall constitute a "Permitted Modification."

In addition, in accordance with its Customary Servicing Practices, the Servicer shall modify the terms of any Receivable impacted by the Relief Act and the Servicer shall be

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obligated to purchase any such modified Receivable in accordance with the terms of Section 4.08.

SECTION 4.03 [Reserved].

SECTION 4.04 Realization upon Receivables. On behalf of the Issuer, the Servicer shall use its best efforts, consistent with its Customary Servicing Practices, to repossess or otherwise comparably convert the ownership of any Financed Vehicle that it has reasonably determined should be repossessed or otherwise converted following a default under the Receivable secured by the Financed Vehicle (and shall specify such Receivables to the Indenture Trustee no later than the Determination Date following the end of the Collection Period in which the Servicer shall have made such determination). The Servicer shall follow such practices and procedures as it shall deem necessary or advisable and as shall be customary and usual in its servicing of car, crossover utility vehicles, light-duty truck and sport utility vehicle receivables, which practices and procedures may include reasonable efforts to realize upon any Dealer Recourse, selling the related Financed Vehicle at public or private sale and other actions to realize upon such a Receivable. The Servicer shall be entitled to recover its Liquidation Expenses with respect to each Defaulted Receivable. All Net Liquidation Proceeds realized in connection with any such action with respect to a Receivable shall be deposited by the Servicer in the Collection Account in the manner specified in Section 5.02. The foregoing is subject to the proviso that, in any case in which the Financed Vehicle shall have suffered damage, the Servicer shall not expend funds in connection with any repair or towards the repossession of such Financed Vehicle unless it shall determine in its discretion that such repair and/or repossession shall increase the Liquidation Proceeds of the related Receivable by an amount greater than the amount of such expenses. If in any enforcement suit or legal proceeding it is held that the Seller or Servicer may not enforce a repurchased Receivable on the ground that it is not a real party in interest or a holder entitled to enforce the Receivable, the Owner Trustee on behalf of the Issuer (subject to the Trust Agreement) and the Certificateholder, and the Indenture Trustee on behalf of the Noteholders shall, at the written direction and expense of the Seller or Servicer, as the case may be, take such reasonable steps as the Seller or Servicer deems necessary to enforce the Receivable, including bringing suit in the name or names of the Issuer, Certificateholder or Noteholders.

SECTION 4.05 Physical Damage Insurance. The Servicer shall, in accordance with its Customary Servicing Practices and only to the same extent, if any, that the Servicer so requires by obligors with respect to retail installment sales contracts that are held for the account of TMCC, require that each Obligor, upon the Servicer's request, deliver proof that it has obtained physical damage insurance covering the related Financed Vehicle at the date of origination of the related Receivable, but shall not obtain any such coverage on behalf of any Obligor.

SECTION 4.06 Maintenance of Security Interests in Financed Vehicles. The Servicer shall, in accordance with its Customary Servicing Practices and at its own expense, take such steps as are necessary to maintain perfection of the security interest created by each Receivable in the related Financed Vehicle. The Issuer hereby authorizes the Servicer to take such steps as are necessary to again perfect such security interest on behalf of the Issuer and the Indenture Trustee in the event of the relocation of a Financed Vehicle or for any other reason. In

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the event that the assignment of a Receivable to the Issuer is insufficient, without a notation on the related Financed Vehicle's certificate of title, to grant to the Issuer a first priority perfected security interest in the related Financed Vehicle, the Servicer hereby agrees to serve as the agent of the Issuer for the purpose of perfecting the security interest of the Issuer in such Financed Vehicle and agrees that the Servicer's listing as the secured party on the certificate of title is in this capacity as agent of the Issuer.

SECTION 4.07 Covenants of Servicer. The Servicer hereby makes the following covenants to the Issuer on which the Issuer has relied in purchasing the Receivables and issuing the Certificate, and on which the Indenture Trustee will rely in undertaking the trusts set forth in the Indenture and acting for the Noteholders.

(a) Liens in Force. Except as contemplated by this Agreement or to the extent required by law or court order, the Servicer shall not release in whole or in part any Financed Vehicle from the security interest securing the related Receivable except (a) in the event of payment in full by or on behalf of the Obligor thereunder or payment in full less a deficiency which the Servicer would not attempt to collect in accordance with its Customary Servicing Practices, (b) in connection with repossession or (c) except as may be required by an insurer in order to receive proceeds from any Insurance Policy covering such Financed Vehicle.

(b) No Impairment. The Servicer shall do nothing to impair the rights of the Securityholders in the Receivables.

(c) No Amendments. Except as provided in Section 4.02 or to the extent required by law or court order, the Servicer shall not amend or otherwise modify any Receivable such that the total number of Scheduled Payments, the Amount Financed or the APR is altered, or extend the maturity of such Receivable beyond the last day of the Collection Period preceding the Class B Final Scheduled Payment Date.

SECTION 4.08 Remedies. The Servicer shall inform the Owner Trustee and Indenture Trustee promptly (but no more frequently than monthly), in writing (including, without limitation, delivery in writing by means of electronic mail), upon the actual knowledge of one of its officers of, and the Owner Trustee, on behalf of the Issuer, shall inform the Servicer and the Indenture Trustee promptly, in writing, upon the actual knowledge of one of its Trust Officers of, any breach pursuant to Section 4.06 or 4.07 that materially and adversely affects the interests of the Issuer in a Receivable, or if an extension, rescheduling or modification of a Receivable is made by the Servicer and which obligates the Servicer to repurchase such Receivable, as described in Section 4.02, the party discovering such event shall give prompt (but no more frequently than monthly) written notice to the others. By the last day of the second Collection Period following the Collection Period in which it discovers or receives notice of such event, the Servicer shall, unless such event shall have been cured in all material respects or such modification has been rescinded, purchase from the Issuer such Receivable in accordance with the terms of this Agreement. In consideration of the purchase of any such Receivable, on or prior to 11:00 a.m. New York time on the related Payment Date, the Servicer shall remit the Administrative Purchase Payment to the Collection Account in the manner specified in Section 5.05. Except as otherwise provided in Section 7.02, the sole remedy of the Owner Trustee, the Issuer, the Indenture Trustee or any Securityholders against the Servicer with respect to a breach pursuant to Section 4.02, 4.06 or 4.07 shall be to require the Servicer to purchase the related

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Receivables pursuant to this Section. Neither the Owner Trustee nor the Indenture Trustee shall have any duty to conduct any affirmative investigation as to the occurrence of any condition requiring the repurchase of any Receivable pursuant to this Section. In connection with such repurchase, the Owner Trustee and Indenture Trustee shall take all steps necessary to effect a transfer of such Receivable to the Servicer as set forth in Section 9.01(d).

SECTION 4.09 Servicing Fee and Expenses. As compensation for the performance of its obligations hereunder, the Servicer shall be entitled to receive on each Payment Date, out of Available Collections, the Total Servicing Fee. The Basic Servicing Fee in respect of a Collection Period shall be calculated based on a 360 day year comprised of twelve 30-day months. Except to the extent otherwise provided herein, the Servicer shall be required to pay all expenses incurred by it in connection with its activities under this Agreement (including fees and disbursements of the independent accountants, transition expenses as provided in Section 8.02 hereof, taxes imposed on the Servicer, expenses incurred by the Servicer in connection with its preparation of reports hereunder, and all other fees and expenses not expressly stated under this Agreement to be for the account of the Certificateholder).

SECTION 4.10 Servicer's Certificate. On or before each Determination Date, the Servicer shall deliver (which delivery may be made by means of electronic mail) to the Owner Trustee, each Paying Agent, the Indenture Trustee and the Seller, and shall make available to the Rating Agencies, a Servicer's Certificate substantially in the form of Exhibit A hereto, containing (i) the information necessary to make the payments to be made on the related Payment Date, (ii) a statement as to whether or not a Delinquency Trigger has occurred in respect of the related Collection Period, together with reasonably detailed calculations thereof, (iii) the information necessary for the Owner Trustee and the Indenture Trustee to make available on its website statements to the Securityholders pursuant to the Trust Agreement or Indenture, as the case may be and (iv) in the case of the Servicer's Certificate related to the first Collection Period, the disclosure (if any) required by Rule 4(c)(2)(ii) of the Credit Risk Retention Rules. On or before each applicable Determination Date, the Servicer shall provide written notice (which written notice may be delivered by means of electronic mail) to the Owner Trustee and the Indenture Trustee specifying (i) the identity of any Receivable that the Servicer or the Seller became obligated to purchase or that the Servicer determined to be a Defaulted Receivable, in either case during the Collection Period for the Payment Date to which such Determination Date relates, (ii) the identity of any Receivable in respect of which payment of the Administrative Purchase Payment or Warranty Purchase Payment has been made in the Collection Period for the Payment Date to which such Determination Date relates, and (iii) the account number of the Obligor of any such Receivable described in the foregoing clause (i) or (ii) (as specified in the Schedule of Receivables). In addition, with respect to each Collection Period, the Servicer will prepare and file, or cause to be filed, a Form ABS-EE (including an asset data file and asset-related document containing the asset-level information for each Receivable for such Collection Period) on or before the date on which the Form 10-D with respect to such Collection Period is required to be filed.

SECTION 4.11 Annual Statement as to Compliance; Notice of Default.

(a) Within ninety (90) days after the end of each fiscal year for which a report on Form 10-K is required to be filed with the Commission by or on behalf of the Issuer

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(commencing with the fiscal year ended December 31, 2022), the Servicer shall deliver an Officer's Certificate to the Owner Trustee and the Indenture Trustee to the effect that a review of the activities of the Servicer during the prior fiscal year (or since the Closing Date in the case of the first such Officer's Certificate) has been made under the supervision of the officer executing such Officer's Certificate with a view to determining whether during such period the Servicer has fulfilled all of its obligations under this Agreement, and either (1) stating that, to the best of his or her knowledge, the Servicer has materially fulfilled its obligations under this Agreement, or (2) if there has been a failure to fulfill any such obligation in any material respect, specifying each such failure known to such officer and the nature and status thereof.

(b) The Servicer shall deliver to the Owner Trustee, the Indenture Trustee and the Rating Agencies, promptly after having obtained knowledge thereof, but in no event later than five (5) Business Days thereafter, written notice in an Officer's Certificate of any event which with the giving of notice or lapse of time, or both, would become a Servicer Default under Section 8.01(a) or (b).

SECTION 4.12 Assessment of Compliance and Accountants' Attestation.

(a) Within ninety (90) days after the end of each fiscal year for which a report on Form 10-K is required to be filed with the Commission by or on behalf of the Issuer (commencing with the fiscal year ended December 31, 2022), the Servicer shall:

(i) deliver to the Issuer, Administrator, Owner Trustee and Indenture Trustee a report regarding the Servicer's assessment of compliance with the Servicing Criteria during the immediately preceding fiscal year, as required under Rules 13a-18 and 15d-18 of the Exchange Act and Item 1122 of Regulation AB. Such report shall be addressed to the Issuer and signed by an authorized officer of the Servicer, and shall address each of the Servicing Criteria specified on a certification substantially in the form of Exhibit C hereto delivered to the Issuer and the Administrator concurrently with the execution of this Agreement;

(ii) deliver to the Issuer, Administrator, Owner Trustee and Indenture Trustee a report of a registered public accounting firm reasonably acceptable to the Issuer and the Administrator that attests to, and reports on, the assessment of compliance made by the Servicer and delivered pursuant to the preceding paragraph. Such attestation shall be in accordance with Rules 1-02(a)(3) and 2-02(g) of Regulation S-X under the Securities Act and the Exchange Act;

(iii) cause each Subservicer and each Subcontractor determined by the Servicer to be "participating in the servicing function" within the meaning of Item 1122 of Regulation AB, to deliver to the Issuer, Administrator, Owner Trustee and Indenture Trustee an assessment of compliance and accountants' attestation as and when provided in paragraphs (i) and (ii) of this Section; and

(iv) if requested by the Administrator, acting on behalf of the Issuer, deliver to the Issuer and the Administrator and any other Person that will be responsible for signing the certification (a "Sarbanes Certification") required by Rules 13a-14(d) and 15d-14(d) under the Exchange Act (pursuant to Section 302 of the Sarbanes-Oxley Act of 2002) on behalf of an asset-backed issuer with respect to a securitization transaction a certification in the form attached hereto as Exhibit B.

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The Servicer acknowledges that the parties identified in clause (a)(iv) above may rely on the certification provided by the Servicer pursuant to such clause in signing a Sarbanes Certification and filing such with the Commission. The Administrator, acting on behalf of the Issuer, will not request delivery of a certification under clause (a)(iv) above unless the Depositor is required under the Exchange Act to file an annual report on Form 10-K with respect to an Issuer whose asset pool includes the Receivables.

(b) Each assessment of compliance provided by a Subservicer pursuant to Section 4.12(a)(iii) shall address each of the Servicing Criteria specified on a certification to be delivered to the Servicer, Issuer and the Administrator on or prior to the date of such appointment. An assessment of compliance provided by a Subcontractor pursuant to Section 4.12(a)(iii) need not address any elements of the Servicing Criteria other than those specified by the Servicer and the Issuer on the date of such appointment.

SECTION 4.13 Access to Certain Documentation and Information Regarding Receivables. The Servicer shall provide to the Owner Trustee and Indenture Trustee reasonable access to the documentation regarding the Receivables as provided in Section 3.03(b). The Servicer shall provide such access to any Securityholder only in such cases where the Certificateholder or Noteholders are required by applicable statutes or regulations to review such documentation. In each case, such access shall be afforded without charge, but only upon reasonable request and during the normal business hours at the respective offices of the Servicer. Nothing in this Section shall derogate from the obligation of the Servicer to observe any applicable law prohibiting disclosure of information regarding the Obligors and the failure of the Servicer to provide access to information as a result of such obligation shall not constitute a breach of this Section.

SECTION 4.14 Appointment of Subservicer.

(a) The Servicer may at any time after the execution of this Agreement appoint a Subservicer to perform all or any portion of its obligations as Servicer hereunder; provided, however, that the Servicer shall remain obligated and be liable to the Issuer, the Owner Trustee, the Indenture Trustee, the Certificateholder and the Noteholders for the servicing and administering of the Receivables in accordance with the provisions hereof without diminution of such obligation and liability by virtue of the appointment of such Subservicer and to the same extent and under the same terms and conditions as if the Servicer alone were servicing and administering the Receivables. The fees and expenses of the Subservicer shall be as agreed between the Servicer and its Subservicer from time to time, and none of the Issuer, the Owner Trustee, the Indenture Trustee, the Certificateholder or the Noteholders shall have any responsibility therefor.

(b) The Servicer shall cause any Subservicer used by the Servicer (or by any Subservicer) for the benefit of the Issuer to comply with the reporting and compliance provisions of this Agreement to the same extent as if such Subservicer were the Servicer, and to provide the information required with respect to such Subservicer as is required to file all required reports with the Commission. The Servicer shall be responsible for obtaining from each Subservicer and delivering to the Issuer and the Administrator any servicer compliance statement required to be delivered by such Subservicer under Section 4.11, any assessment of compliance and attestation required to be delivered by such Subservicer under Section 4.12 and any certification required to

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be delivered to the Person that will be responsible for signing the Sarbanes Certification under Section 4.12(a)(iv) as and when required to be delivered.

(c) The Servicer shall promptly upon request provide to the Issuer or the Administrator, acting on behalf of the Issuer, a written description (in form and substance satisfactory to the Issuer and the Administrator) of the role and function of each Subcontractor utilized by the Servicer or any Subservicer, specifying (i) the identity of each such Subcontractor, (ii) which, if any, of such Subcontractors are "participating in the servicing function" within the meaning of Item 1122 of Regulation AB, and (iii) which, if any, elements of the Servicing Criteria will be addressed in assessments of compliance provided by each Subcontractor identified pursuant to clause (ii) of this paragraph.

As a condition to the utilization of any Subcontractor determined to be "participating in the servicing function" within the meaning of Item 1122 of Regulation AB, the Servicer shall cause any such Subcontractor used by the Servicer (or by any Subservicer) for the benefit of the Issuer and the Depositor to comply with the reporting and compliance provisions of this Agreement to the same extent as if such Subcontractor were the Servicer. The Servicer shall be responsible for obtaining from each Subcontractor and delivering to the Issuer and the Administrator any assessment of compliance and attestation required to be delivered by such Subcontractor, in each case as and when required to be delivered.

SECTION 4.15 Amendments to Schedule of Receivables. If the Servicer, during a Collection Period, assigns to a Receivable an account number that differs from the original account number identifying such Receivable on the Schedule of Receivables, the Servicer shall deliver to the Issuer, the Owner Trustee and the Indenture Trustee, on or before the Payment Date relating to such Collection Period, an amendment to the Schedule of Receivables reporting the newly assigned account number, together with the old account number of each such Receivable. The first such delivery of amendments to the Schedule of Receivables shall include monthly amendments reporting account numbers appearing on the Schedule of Receivables with the new account numbers assigned to such Receivables during any prior Collection Period.

SECTION 4.16 Reports to Securityholders and Rating Agencies. The Administrator shall send a copy of each Officer's Certificate delivered pursuant to Section 4.11 and each assessment of compliance and accountant's attestation delivered pursuant to Section 4.12 to the Rating Agencies within five (5) days of its receipt thereof from the Servicer or accountants. A copy of any such Officer's Certificate, assessment of compliance or accountant's attestation may be obtained by any Certificateholder, Noteholder or Note Owner by a request in writing to the Administrator addressed as set forth in Section 10.03 hereof. Upon the telephone request of the Administrator, the Indenture Trustee shall promptly furnish to the Administrator a list of Noteholders as of the date specified by the Administrator.

SECTION 4.17 Information to be Provided by the Servicer.

(a) At the request of the Administrator, acting on behalf of the Issuer, for the purpose of satisfying its reporting obligation under the Exchange Act with respect to any class of asset-backed securities, the Servicer shall (or shall cause each Subservicer to) (i) notify the Issuer and the Administrator in writing of any material litigation or governmental proceedings pending against the Servicer or any Subservicer and (ii) provide to the Issuer and the Administrator a description of such proceedings.

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(b) As a condition to the succession to the Servicer or any Subservicer as servicer or Subservicer under this Agreement by any Person (i) into which the Servicer or such Subservicer may be merged or consolidated, or (ii) which may be appointed as a successor to the Servicer or any Subservicer, the Servicer shall provide to the Issuer, the Administrator and the Depositor, at least ten (10) Business Days prior to the effective date of such succession or appointment, (x) written notice to the Issuer and the Administrator of such succession or appointment and (y) in writing and in form and substance reasonably satisfactory to the Issuer and the Administrator, all information reasonably requested by the Issuer or the Administrator, acting on behalf of the Issuer, in order to comply with its reporting obligation under Item 6.02 of Form 8-K with respect to any class of asset-backed securities.

(c) In addition to such information as the Servicer, as servicer, is obligated to provide pursuant to other provisions of this Agreement, if so requested by the Issuer or the Administrator, acting on behalf of the Issuer, the Servicer shall provide such information regarding the performance or servicing of the Receivables as is reasonably required to facilitate preparation of distribution reports in accordance with Item 1121 of Regulation AB. Such information shall be provided concurrently with the monthly reports otherwise required to be delivered by the Servicer under this Agreement, commencing with the first such report due not less than ten (10) Business Days following such request.

SECTION 4.18 Remedies.

(a) The Servicer shall be liable to the Issuer, the Administrator and the Depositor for any monetary damages incurred as a result of the failure by the Servicer, any Subservicer or any Subcontractor to deliver any information, report, certification, attestation, accountants' letter or other material when and as required under this Article IV, including any failure by the Servicer to identify any Subcontractor "participating in the servicing function" within the meaning of Item 1122 of Regulation AB, and shall reimburse the applicable party for all costs reasonably incurred by each such party in order to obtain the information, report, certification, accountants' letter or other material not delivered as required by the Servicer, any Subservicer, or any Subcontractor.

(b) The Seller shall promptly reimburse the Issuer and the Administrator for all reasonable expenses incurred by the Issuer or Administrator as such are incurred, in connection with the termination of the Servicer as servicer and the transfer of servicing of the Receivables to a successor servicer. The provisions of this paragraph shall not limit whatever rights the Issuer or Administrator may have under other provisions of this Agreement or otherwise, whether in equity or at law, such as an action for damages, specific performance or injunctive relief.

ARTICLE V

ACCOUNTS; PAYMENTS AND DISTRIBUTIONS; STATEMENTS TO SECURITYHOLDERS

SECTION 5.01 Establishment of Collection Account.

(a) The Servicer, on behalf of the Issuer and the Indenture Trustee, shall establish the Collection Account in the name of the Indenture Trustee for the benefit of the Securityholders. The Collection Account shall be an Eligible Deposit Account initially established with the Securities Intermediary and maintained with the Securities Intermediary. Except as otherwise provided in this Agreement, in the event that the Collection Account maintained with the

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Securities Intermediary is no longer an Eligible Deposit Account, then the Servicer shall, with the Indenture Trustee and Securities Intermediary's assistance, as necessary, use reasonable efforts to cause the Collection Account to be moved to an Eligible Institution or Eligible Trust Account Institution within sixty (60) days.

(b) For so long as the Collection Account is maintained as an Eligible Deposit Account, all amounts held in these accounts shall, to the extent permitted by applicable laws, rules and regulations, be invested, as directed in writing by the Servicer, in Eligible Investments; otherwise such amounts shall be maintained in cash. Earnings on investment of funds in the Collection Account (net of losses and investment expenses) shall be retained by the Servicer or paid to the Servicer on each Payment Date as part of the Supplemental Servicing Fee, and any losses and investment expenses shall be charged against the funds on deposit in the Collection Account.

(c) For so long as U.S. Bank Trust Company, National Association is the Indenture Trustee, the Collection Account shall be maintained with U.S. Bank National Association as an Eligible Deposit Account. In the event that the Collection Account is no longer an Eligible Deposit Account, the Servicer shall, with the assistance of the Indenture Trustee and Security Intermediary, as necessary, use reasonable efforts to cause the Collection Account to be moved to an Eligible Institution or Eligible Trust Account Institution (which may be an account with the Indenture Trustee or the Securities Intermediary) within sixty (60) days.

(d) The Indenture Trustee shall, or shall cause the Securities Intermediary to, transfer all amounts remaining on deposit in the Collection Account on the Payment Date on which the Notes of all Classes have been paid in full (or substantially all of the Trust Estate is otherwise released from the lien of the Indenture) to the Issuer for the benefit of the Certificateholder, and to take all necessary or appropriate actions to transfer all of its right, title and interest in the Collection Account, all funds or investments held or to be held therein and all proceeds thereof, to the Issuer for the benefit of the Certificateholder, subject to the limitations set forth in the Indenture with respect to amounts held for payment to the Noteholders that do not promptly deliver a Note for payment on such Payment Date.

(e) With respect to the Collection Account and all property held therein, the Issuer agrees, by its acceptance hereof that, on the terms and conditions set forth in the Indenture, for so long as Notes of any Class remain outstanding, the Indenture Trustee shall possess all right, title and interest therein (excluding interest or net investment earnings thereon payable to the Servicer), and that such account shall be under the sole dominion and control of the Indenture Trustee for the benefit of the Noteholders and the Certificateholder, as set forth in the Indenture. The parties hereto agree that the Servicer shall have the power, revocable by the Indenture Trustee upon an Event of Default resulting in an acceleration of the Notes or liquidation of the Trust Estate or by the Owner Trustee with the consent of the Indenture Trustee, to instruct the Indenture Trustee to make withdrawals and payments from the Collection Account for the purpose of permitting the Servicer, Indenture Trustee or the Owner Trustee to carry out its respective duties hereunder or under the Indenture or the Trust Agreement, as the case may be.

(f) The Servicer, the Issuer, the Indenture Trustee and the Securities Intermediary agree as follows:

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(i) the Collection Account is, and will be maintained as, a "securities account" (as defined in Section 8-501 of the UCC);

(ii) the Securities Intermediary is acting, and will act as a "securities intermediary" (as defined in the UCC) with respect to the Collection Account;

(iii) the Securities Intermediary will comply with the entitlement orders originated by the Indenture Trustee without further consent by the Issuer or the Servicer;

(iv) this Agreement (together with the Indenture) is the only agreement entered into among the parties with respect to the Collection Account and the parties will not enter into any other agreement related to the Collection Account; and

(v) at the time of this Agreement, and continuously thereafter, the Securities Intermediary shall have a place of business in the United States at which any of the activities of the Securities Intermediary are carried on and which (i) alone or together with other offices of the Securities Intermediary or with other persons acting for the Securities Intermediary in the United States or another nation (A) effects or monitors entries to securities accounts, (B) administers payments or corporate actions relating to securities held with the Securities Intermediary or such other persons, or (C) is otherwise engaged in a business or other regular activity of maintaining securities accounts; or (ii) is identified by an account number, bank code, or other specific means of identification as maintaining securities accounts in the United States.

SECTION 5.02 Collections.

(a) Except as otherwise provided in this Agreement, the Servicer shall remit daily to the Collection Account all payments received by or on behalf of the Obligors on or in respect of the Receivables and all Net Liquidation Proceeds within two (2) Business Days after receipt thereof. Notwithstanding the foregoing, for so long as the Monthly Remittance Conditions are satisfied, the Servicer shall not be required to remit such collections to the Collection Account on the foregoing daily basis but shall be entitled to retain such collections, without segregation from its other funds, until 11:00 a.m. New York time on each Payment Date, at which time the Servicer shall remit all such collections in respect of the related Collection Period to the Collection Account in immediately available funds. Commencing with the first day of the first Collection Period that begins at least two (2) Business Days after the day on which any Monthly Remittance Condition ceases to be satisfied and for so long as any Monthly Remittance Condition is not satisfied, all collections then held by the Servicer shall be immediately deposited into the Collection Account and all future collections on or in respect of the Receivables and all Net Liquidation Proceeds shall be remitted by the Servicer to the Collection Account on a daily basis within two (2) Business Days after receipt thereof.

(b) The Servicer shall give the Owner Trustee, the Indenture Trustee and each Rating Agency written notice of the failure of any Monthly Remittance Condition (and any subsequent curing of a failed Monthly Remittance Condition) as soon as practical after the occurrence thereof. Notwithstanding the failure of any Monthly Remittance Condition, the Servicer may utilize an alternative collection remittance schedule (which may be the remittance schedule previously utilized prior to the failure of such Monthly Remittance Condition), if the Servicer provides to the Owner Trustee and Indenture Trustee written confirmation that the Rating Agency Condition has been satisfied with respect to such alternative remittance schedule.

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SECTION 5.03 Application of Collections. On each Payment Date, all collections for the related Collection Period shall be applied by the Servicer as follows:

(a) With respect to each Receivable (other than an Administrative Receivable or a Warranty Receivable), payments made by or on behalf of the Obligor which are in excess of Supplemental Servicing Fees with respect to such Receivable shall be applied to the Scheduled Payment with respect to such Receivable. The amount of such payment remaining after the applications described in the preceding sentence shall be applied to the unpaid principal balance of such Receivable.

(b) With respect to each Administrative Receivable and Warranty Receivable, payments made by or on behalf of the Obligor shall be applied in the same manner. A Warranty Purchase Payment or an Administrative Purchase Payment with respect to any Receivable shall be applied to the Scheduled Payment, in each case to the extent that the payments by the Obligor shall be insufficient, and then to prepay the unpaid principal balance of such Receivable in full.

SECTION 5.04 [Reserved].

SECTION 5.05 Additional Deposits.

(a) The following additional deposits shall be made to the Collection Account: (i) the Seller shall remit the aggregate Warranty Purchase Payments with respect to Warranty Receivables pursuant to Section 3.02, (ii) the Servicer shall remit the aggregate Administrative Purchase Payments with respect to Administrative Receivables pursuant to Section 4.08 and the amount required upon any optional purchase of the Receivables by the Servicer, or any successor to the Servicer, pursuant to Section 9.01; and (iii) the Indenture Trustee shall deposit the amounts described in Sections 5.06 and 5.07 that are withdrawn from the Reserve Account and deposit such amounts into the Collection Account, pursuant to Sections 5.06 and 5.07.

(b) All deposits required to be made pursuant to this Section by the Seller or the Servicer, as the case may be, may be made in the form of a single deposit and shall be made in immediately available funds, on or prior to 11:00 a.m. New York time on each Payment Date. At the direction of the Servicer, the Indenture Trustee shall invest any amounts deposited prior to a Payment Date in Eligible Investments maturing in such a manner and such time so as to be available as part of Available Collections on the related Payment Date.

SECTION 5.06 Payments and Distributions.

(a) On each Determination Date, the Servicer shall calculate: (i) the Available Collections and the amounts to be paid to Noteholders of each Class and the Certificateholder pursuant to Section 5.06(b) or 5.06(c), as the case may be; (ii) the amount, if any, to be withdrawn from or required to be deposited into the Reserve Account; and (iii) all other distributions, deposits and withdrawals to be made on the related Payment Date.

(b) Subject to Section 5.06(c), on each Payment Date, the Indenture Trustee shall make the following payments and distributions from the Collection Account (after payment of the Supplemental Servicing Fee to the Servicer, to the extent not previously retained by the Servicer) in the following order of priority and in the amounts set forth in the Servicer's Certificate for such Payment Date; provided, however, that such payments and distributions shall be made only from those funds deposited in the Collection Account for the related Collection Period and available therefore as Available Collections:

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(i) to the Servicer, the Basic Servicing Fee (including any unpaid Basic Servicing Fees from one or more prior Collection Periods);

(ii) on a pro rata basis (based on amounts due and payable to each party), to the Owner Trustee, the Indenture Trustee and the Asset Representations Reviewer, the Trustee and Reviewer Fees and any expenses and indemnification amounts then due and payable to each such party in accordance with the terms of the Basic Documents, in an aggregate amount not to exceed $300,000 in any calendar year;

(iii) on a pro rata basis (based on the amounts distributable pursuant to this clause to each such class of the Class A Notes), to the Holders of the Class A-1 Notes, the Class A-1 Interest Distributable Amount and any outstanding Class A-1 Interest Carryover Shortfall, to the Holders of the Class A-2a Notes, the Class A-2a Interest Distributable Amount and any outstanding Class A-2a Interest Carryover Shortfall, to the Holders of the Class A-2b Notes, the Class A-2b Interest Distributable Amount and any outstanding Class A-2b Interest Carryover Shortfall, to the Holders of the Class A-3 Notes, the Class A-3 Interest Distributable Amount and any outstanding Class A-3 Interest Carryover Shortfall and to the Holders of the Class A-4 Notes, the Class A-4 Interest Distributable Amount and any outstanding Class A-4 Interest Carryover Shortfall;

(iv) sequentially, (i) to Holders of the Class A-1 Notes until the principal amount of the Class A-1 Notes is reduced to zero, (ii) to the Holders of the Class A-2a Notes and the Class A-2b Notes, pro rata, based on the outstanding principal amounts of each of those classes of notes, until the principal amount of each such note is reduced to zero, (iii) to the Holders of the Class A-3 Notes until the principal amount of the Class A-3 Notes is reduced to zero and (iv) to the Holders of the Class A-4 Notes until the principal amount of the Class A-4 Notes is reduced to zero, an amount equal to the First Priority Principal Distribution Amount;

(v) to the Holders of the Class B Notes, the Class B Interest Distributable Amount and any outstanding Class B Interest Carryover Shortfall;

(vi) sequentially, (i) to Holders of the Class A-1 Notes until the principal amount of the Class A-1 Notes is reduced to zero, (ii) to the Holders of the Class A-2a Notes and the Class A-2b Notes, pro rata, based on the outstanding principal amounts of each of those classes of notes, until the principal amount of each such note is reduced to zero, (iii) to the Holders of the Class A-3 Notes until the principal amount of the Class A-3 Notes is reduced to zero, (iv) to the Holders of the Class A-4 Notes until the principal amount of the Class A-4 Notes is reduced to zero and (v) to the Holders of the Class B Notes, until the principal amount of the Class B Notes is reduced to zero, an amount equal to the Second Priority Principal Distribution Amount;

(vii) to the Reserve Account, if the amount on deposit in the Reserve Account is less than the related Specified Reserve Account Balance for such Payment Date, the amount necessary to cause the balance of funds therein to equal the Specified Reserve Account Balance;

(viii) sequentially, (i) to Holders of the Class A-1 Notes until the principal amount of the Class A-1 Notes is reduced to zero, (ii) to the Holders of the Class A-2a

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Notes and the Class A-2b Notes, pro rata, based on the outstanding principal amounts of each of those classes of notes, until the principal amount of each such note is reduced to zero, (iii) to the Holders of the Class A-3 Notes until the principal amount of the Class A-3 Notes is reduced to zero, (iv) to the Holders of the Class A-4 Notes until the principal amount of the Class A-4 Notes is reduced to zero and (v) to the Holders of the Class B Notes, until the principal amount of the Class B Notes is reduced to zero, an amount equal to the Regular Principal Distribution Amount;

(ix) on a pro rata basis (based on amounts due and payable to each party), to the Owner Trustee, the Indenture Trustee and the Asset Representations Reviewer, the Trustee and Reviewer Fees and any expenses and indemnification then due and payable to each such party in accordance with the terms of the Basic Documents and not paid in clause (ii) above; and

(x) to the Certificateholder, any remaining amounts.

(c) Notwithstanding the provisions of Section 5.06(b), after an Event of Default occurs that results in the acceleration of the Notes and unless and until such acceleration has been rescinded, on each Payment Date, the Indenture Trustee shall make the following payments and distributions from the Collection Account (after payment of the Supplemental Servicing Fee to the Servicer, to the extent not previously retained by the Servicer) in the following order of priority and in the amounts set forth in the Servicer's Certificate for such Payment Date; provided, however, that such payments and distributions shall be made only from Available Collections deposited in the Collection Account for the related Collection Period:

(i) to the Servicer, the Basic Servicing Fee (including any unpaid Basic Servicing Fees from one or more prior Collection Periods);

(ii) to the Owner Trustee, the Indenture Trustee and the Asset Representations Reviewer, the Trustee and Reviewer Fees and any expenses and indemnification amounts then due and payable to each such party in accordance with the terms of the Basic Documents, on a pro rata basis (based on amounts due and payable to each party);

(iii) to the Holders of the Class A Notes (pro rata based, on the amounts distributable pursuant to this clause to each such class of the Class A Notes), to the Holders of the Class A-1 Notes, the Class A-1 Interest Distributable Amount and any outstanding Class A-1 Interest Carryover Shortfall, to the Holders of the Class A-2a Notes, the Class A-2a Interest Distributable Amount and any outstanding Class A-2a Interest Carryover Shortfall, to the Holders of the Class A-2b Notes, the Class A-2b Interest Distributable Amount and any outstanding Class A-2b Interest Carryover Shortfall, to the Holders of the Class A-3 Notes, the Class A-3 Interest Distributable Amount and any outstanding Class A-3 Interest Carryover Shortfall and to the Holders of the Class A-4 Notes, the Class A-4 Interest Distributable Amount and any outstanding Class A-4 Interest Carryover Shortfall;

(iv) first, to the Holders of the Class A-1 Notes until the principal amount of the Class A-1 Notes is reduced to zero, and second, to the Holders of the Class A-2a Notes, the Class A-2b Notes, the Class A-3 Notes and the Class A-4 Notes, on a pro rata basis (based on the Outstanding Amount of each such Class of Notes), until the principal amount of each such Class of Notes is reduced to zero;

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(v) to the Holders of the Class B Notes, the Class B Interest Distributable Amount and any outstanding Class B Interest Carryover Shortfall;

(vi) to the Holders of the Class B Notes, until the principal amount of the Class B Notes is reduced to zero; and

(vii) to the Certificateholder, any remaining funds.

(d) For purposes of determining whether an Event of Default pursuant to Section 5.01(b) of the Indenture has occurred on the Final Scheduled Payment Date or the Redemption Date for a Class of Notes, (i) the Class A-1 Notes are required to be paid in full on or before the Class A-1 Final Scheduled Payment Date, meaning that Holders of Class A-1 Notes are entitled to have received on or before such date payments in respect of principal in an aggregate amount equal to the Class A-1 Initial Principal Balance together with all interest accrued thereon through such date; (ii) the Class A-2a Notes are required to be paid in full on or before the Class A-2a Final Scheduled Payment Date, meaning that Holders of Class A-2a Notes are entitled to have received on or before such date payments in respect of principal in an aggregate amount equal to the Class A-2a Initial Principal Balance together with all interest accrued thereon through such date, (iii) the Class A-2b Notes are required to be paid in full on or before the Class A-2b Final Scheduled Payment Date, meaning that Holders of Class A-2b Notes are entitled to have received on or before such date payments in respect of principal in an aggregate amount equal to the Class A-2b Initial Principal Balance together with all interest accrued thereon through such date, (iv) the Class A-3 Notes are required to be paid in full on or before the Class A-3 Final Scheduled Payment Date, meaning that Holders of Class A-3 Notes are entitled to have received on or before such date payments in respect of principal in an aggregate amount equal to the Class A-3 Initial Principal Balance together with all interest accrued thereon through such date; (v) the Class A-4 Notes are required to be paid in full on or before the Class A-4 Final Scheduled Payment Date, meaning that Holders of Class A-4 Notes are entitled to have received on or before such date payments in respect of principal in an aggregate amount equal to the Class A-4 Initial Principal Balance together with all interest accrued thereon through such date; and (vi) the Class B Notes are required to be paid in full on or before the Class B Final Scheduled Payment Date, meaning that Holders of Class B Notes are entitled to have received on or before such date payments in respect of principal in an aggregate amount equal to the Class B Initial Principal Balance together with all interest accrued thereon through such date.

(e) Except with respect to the final payment upon retirement of a Note or Certificate, the Servicer shall on each Payment Date instruct the Indenture Trustee to pay or distribute to each Securityholder of record on the related Record Date by check mailed to such Securityholder at the address of such Holder appearing in the Note Register, or herein (in the case of the Certificate) (or, if DTC, its nominee or a Clearing Agency is the relevant Holder, by wire transfer of immediately available funds or pursuant to other arrangements), the amount to be paid or distributed to such Securityholder pursuant to such Holder's Note or Certificate. With respect to the final payment upon retirement of a Note or of the Certificate, the Servicer shall on the relevant final Payment Date instruct the Indenture Trustee to pay or distribute the amounts due thereon only upon delivery for cancellation of the certificate representing such Note or Certificate in accordance with the Indenture or the Trust Agreement, as the case may be.

(f) The rights of the Certificateholder to receive distributions in respect of the Certificate shall be and hereby are subordinated to the rights of the Noteholders to receive

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distributions in respect of the Notes, to the extent provided in this Agreement and the other Basic Documents.

SECTION 5.07 Reserve Account.

(a) The Seller will, pursuant to the Securities Account Control Agreement and the Indenture, establish and maintain with the Securities Intermediary a segregated account (the "Reserve Account") which will include any money and other property deposited and held therein pursuant to Section 5.06(b)(vii) and this Section 5.07. On any Payment Date on which the amount on deposit in the Reserve Account is less than the Specified Reserve Account Balance, the Indenture Trustee shall, as directed in writing by the Servicer in accordance with Section 5.06(b)(vii), deposit into the Reserve Account Available Collections until the amount on deposit therein equals the Specified Reserve Account Balance. On each Payment Date, to the extent that Available Collections are insufficient to fully fund (x) the payments and distributions described in clauses (i) through (vi) of Section 5.06(b), (y) the payment of principal on any class of Notes on the related Final Scheduled Payment Date and (z) the payments and distributions to the Noteholders described in clauses (iv) and (vi) of Section 5.06(c), the Indenture Trustee shall withdraw amounts then on deposit in the Reserve Account (excluding any net investment earnings on Eligible Investments payable to the Seller therefrom in accordance with the terms of the Basic Documents), up to the amounts of any such deficiencies, and deposit such amounts into the Collection Account for application pursuant to such clauses. On each Payment Date prior to the occurrence of an Event of Default that results in the acceleration of the Notes, and as directed in writing by the Servicer, the Indenture Trustee shall release to the Seller any amounts remaining on deposit in the Reserve Account in excess of the Specified Reserve Account Balance. Following the payment in full of the Class A Note Balance, the Class B Note Balance and of all other amounts owing or to be distributed hereunder or under the Indenture or the Trust Agreement to Noteholders, as directed in writing by the Servicer, the Indenture Trustee shall release to the Seller any amounts remaining on deposit in the Reserve Account. Upon any such distribution to the Seller, the Issuer, the Owner Trustee, the Certificateholder, the Indenture Trustee and the Noteholders will have no further rights in, or claims to, such amounts.

(b) Any amounts held in the Reserve Account shall be invested by the Indenture Trustee in Eligible Investments, as directed in writing by the Seller or any agent designated to the Indenture Trustee by the Seller. Earnings on Eligible Investments in the Reserve Account shall be paid to the Seller on each Payment Date (i) prior to the occurrence of an Event of Default that results in an acceleration of the Notes that has not been rescinded under the Indenture and (ii) for so long as a Suspension Period (as defined in the Securities Account Control Agreement) is not continuing on such Payment Date, and such amounts paid to the Seller shall be released from the security interest of the Indenture Trustee and paid to the Seller on such Payment Date and shall not be available for payment of any other amounts due to the Noteholders or any other party hereunder. Any losses and any investment expenses shall be charged against the funds on deposit in the Reserve Account. The Indenture Trustee shall incur no liability for the selection of investments or for losses thereon absent its own negligence or willful misfeasance. The Indenture Trustee shall have no liability in respect of losses incurred as a result of the liquidation of any investment prior to its stated maturity date or the failure of the Seller or its designee to provide timely written investment directions.

(c) Subject to the right of the Indenture Trustee to make withdrawals therefrom, as directed by the Servicer for the purposes and in the amounts set forth in Section 5.06, the

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Reserve Account and all funds held therein shall be the property of the Seller and not the property of the Issuer, the Owner Trustee or the Indenture Trustee. The Issuer, Owner Trustee, Seller and Indenture Trustee shall treat the Reserve Account, all funds therein and all net investment earnings with respect thereto as assets of the Seller for U.S. federal income tax and all other purposes.

(d) Under the Securities Account Control Agreement, the Seller shall grant to the Indenture Trustee, for the benefit of the Noteholders, a security interest in any funds (including Eligible Investments) in the Reserve Account and the proceeds thereof to secure the payment of interest on and principal of the Notes, and the Indenture Trustee shall have all of the rights of a secured party under the UCC with respect thereto; provided that, on each Payment Date (i) prior to the occurrence of an Event of Default that results in an acceleration of the Notes that has not been rescinded under the Indenture and (ii) for so long as a Suspension Period (as defined in the Securities Account Control Agreement) is not continuing on such Payment Date, all income from the investment of funds in the Reserve Account shall be released from the security interest of the Indenture Trustee and paid to the Seller on such Payment Date and shall not be available for payment of any other amounts due to the Noteholders or any other party hereunder. If for any reason the Reserve Account is no longer an Eligible Deposit Account, the Indenture Trustee shall, or shall cause the Securities Intermediary to, use reasonable efforts to promptly cause the Reserve Account to be moved to an Eligible Institution or Eligible Trust Account Institution or to otherwise be changed so that the Reserve Account becomes an Eligible Deposit Account, in each case within sixty (60) days.

Neither the Owner Trustee nor the Indenture Trustee shall enter into any subordination or intercreditor agreement with respect to the Reserve Account.

SECTION 5.08 [Reserved].

SECTION 5.09 Statements to Certificateholder and Noteholders.

(a) On or prior to each Payment Date, the Servicer shall provide to the Indenture Trustee and the Owner Trustee (with a copy to the Rating Agencies and each Paying Agent) for the Indenture Trustee to forward on such Payment Date to each Paying Agent and each Noteholder of record as of the most recent Record Date, and for the Owner Trustee to forward to each Certificateholder of record as of the most recent Record Date, a statement substantially in the form of Exhibit A, setting forth at least the following information as to the Notes and the Certificate to the extent applicable:

(i) the amount paid or distributed in respect of interest on each Class of Notes, including Benchmark (as determined by the Indenture Trustee) for the related Interest Period;

(ii) the First Priority Principal Distribution Amount, the Second Priority Principal Distribution Amount, the Regular Principal Distribution Amount and the amount paid or distributed in respect of principal on or with respect to each Class of Notes;

(iii) the amount paid or distributed to the Certificateholders;

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(iv) the number of Receivables, the Pool Balance and the Adjusted Pool Balance as of the close of business on the first day and the last day of the related Collection Period;

(v) the Outstanding Amount, the Class A-1 Principal Balance, the Class A-2a Principal Balance, the Class A-2b Principal Balance, the Class A-3 Principal Balance, the Class A-4 Principal Balance, the Class B Principal Balance and the Note Pool Factor for each Class of Notes, in each case before and after giving effect to all payments in respect of principal on such Payment Date;

(vi) the amount of the Basic Servicing Fee paid to the Servicer with respect to the related Collection Period and the amount of any unpaid Basic Servicing Fees from the prior Payment Date;

(vii) the amount of any Class A-1 Interest Carryover Shortfall, Class A-2a Interest Carryover Shortfall, Class A-2b Interest Carryover Shortfall, Class A-3 Interest Carryover Shortfall, Class A-4 Interest Carryover Shortfall and Class B Interest Carryover Shortfall after giving effect to all payments of interest on such Payment Date, and the change in such amounts from the preceding Payment Date;

(viii) the amount of fees, expenses and indemnification amounts due and payable to each of the Indenture Trustee, the Owner Trustee and the Asset Representations Reviewer, before and after giving effect to payments on such Payment Date;

(ix) the balance of the Reserve Account on such Payment Date and the Specified Reserve Account Balance on such Payment Date, before and after giving effect to changes thereto on such Payment Date;

(x) the Yield Supplement Overcollateralization Amount for such Payment Date;

(xi) the amount of Available Collections for the related Collection Period;

(xii) delinquency and loss information with respect to the Receivables for the related Collection Period;

(xiii) any material change in practices with respect to charge-offs, collection and management of delinquent Receivables, and the effect of any grace period, re-aging, re-structuring, partial payments or other practices on delinquency and loss experience;

(xiv) any material modifications, extensions or waivers to Receivables terms, fees, penalties or payments during the related Collection Period, or that have cumulatively become material over time;

(xv) any material breaches of representations and warranties made with respect to the Receivables, or covenants, contained in the Basic Documents; and

(xvi) whether a Delinquency Trigger has occurred as of the end of the related Collection Period.

SECTION 5.10 Net Deposits. As an administrative convenience, the Servicer may make any remittances pursuant to this Article net of amounts to be distributed by the Indenture Trustee to the Servicer. Nonetheless, the Servicer shall account to the Owner Trustee and the

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Indenture Trustee for all of the above described remittances, payments and distributions (except for the Supplemental Servicing Fee, to the extent the Servicer has retained such amounts) as if all deposits, payments, distributions and transfers were made individually.

ARTICLE VI

THE SELLER

SECTION 6.01 Representations of Seller. The Seller makes the following representations on which the Issuer is deemed to have relied in acquiring the Receivables. The representations speak as of the execution and delivery of this Agreement and as of the Closing Date, and shall survive the sale of the Receivables to the Issuer and the pledge thereof to the Indenture Trustee pursuant to the Indenture.

(a) Organization and Good Standing. The Seller shall have been duly organized and shall be validly existing as a limited liability company in good standing under the laws of the State of Delaware, with power and authority to own its properties and to conduct its business as such properties shall be currently owned and such business is presently conducted, and had at all relevant times, and shall now have, power, authority and legal right to acquire, own and sell the Receivables.

(b) Due Qualification. The Seller shall be duly qualified to do business as a foreign limited liability company in good standing, and shall have obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business shall require such qualifications and where the failure to so qualify will have a material adverse effect on the ability of the Seller to conduct its business or perform its obligations under this Agreement.

(c) Power and Authority. The Seller shall have (i) the power and authority to execute and deliver this Agreement and to carry out its terms, (ii) full power and authority to sell and assign the property to be sold and assigned to and deposited as part of the Trust Estate (other than the funds and investment property on deposit from time to time in the Reserve Account), (iii) duly authorized such sale and assignment to the Issuer, the Owner Trustee or the Indenture Trustee, as the case may be, and (iv) duly authorized by all necessary action the execution, delivery and performance of this Agreement.

(d) Valid Sale; Binding Obligations. This Agreement shall have been duly authorized by all necessary limited liability company action on the part of the Seller and shall evidence a valid sale, transfer and assignment of the Receivables, enforceable against creditors of and purchasers from the Seller; and shall constitute a legal, valid and binding obligation of the Seller enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally or by general equity principles.

(e) No Violation. The consummation of the transactions contemplated by this Agreement and the fulfillment of the terms of this Agreement shall not conflict with, result in any breach of any of the terms and provisions of, nor constitute (with or without notice or lapse of time) a default under, the Certificate of Formation or limited liability company agreement of the Seller or any indenture, agreement or other instrument to which the Seller is a party or by which it shall be bound; nor result in the creation or imposition of any Lien upon any of its

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properties pursuant to the terms of any such indenture, agreement or other instrument (other than the Basic Documents), nor violate any law or, to the best of the Seller's knowledge, any order, rule or regulation applicable to the Seller of any court or of any federal or state regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Seller or its properties which breach, default, conflict, lien or violation would have a material adverse effect on the earnings or business affairs of the Seller.

(f) No Proceedings. There is no action, suit or proceeding before or by any court or governmental agency or body, domestic or foreign, now pending, or to the Seller's knowledge, threatened, against or affecting the Seller: (i) asserting the invalidity or unenforceability of this Agreement, the Trust Agreement, the Indenture, the Securities Account Control Agreement, the Certificate, the Notes or any of the Basic Documents, (ii) seeking to prevent the issuance of the Certificate or the Notes or the consummation of any of the transactions contemplated by this Agreement, the Trust Agreement, or the Indenture, (iii) seeking any determination or ruling that might materially and adversely affect the performance by the Seller of its obligations under, or the validity or enforceability of, this Agreement, the Trust Agreement, the Indenture, the Certificate or the Notes, or (iv) relating to the Seller and which might adversely affect the U.S. federal income tax attributes of the Issuer, the Certificate or the Notes.

(g) Intent to Sell. It is the intention of the Seller that the transfer and assignment herein contemplated, taken as a whole, constitute a sale of the Receivables from the Seller to the Issuer and that the beneficial interest in and title to the Receivables not be part of the Seller's estate in the event of the filing of a bankruptcy petition by or against the Seller under any bankruptcy law.

(h) Schedule of Receivables to the Transfer Notice. As of the Cutoff Date, the information set forth in the Schedule of Receivables attached to the Transfer Notice shall be true and correct in all material respects.

(i) No Adverse Selection. No selection procedures adverse to the Securityholders shall have been utilized in selecting the Receivables from those new and used car, crossover utility vehicles, light-duty truck and sport utility vehicle receivables of TMCC that met the selection criteria set forth in this Agreement.

(j) No Restriction on Sale. The Seller has not entered into any agreement with any Person that prohibits, restricts or conditions the sale of any Receivable by the Seller.

(k) Perfection Representations, Warranties and Covenants. The Seller hereby makes the perfection representations, warranties and covenants set forth on Schedule B hereto to the Issuer and the Issuer shall be deemed to have relied on such representations, warranties and covenants in acquiring the Receivables.

SECTION 6.02 Company Existence. During the term of this Agreement, the Seller shall keep in full force and effect its existence, rights and franchises as a limited liability company under the laws of the jurisdiction of its formation and shall obtain and preserve its qualification to do business in each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of the Basic Documents and each other instrument or agreement necessary or appropriate to the proper administration of this Agreement and the transactions contemplated hereby. In addition, all transactions and dealings between the Seller and its Affiliates (including the Issuer) shall be conducted on an arm's length basis.

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SECTION 6.03 Liability of Seller; Indemnities. The Seller shall be liable in accordance herewith only to the extent of the obligations specifically undertaken by the Seller under this Agreement.

(a) The Seller shall indemnify, defend and hold harmless the Issuer, the Owner Trustee, the Indenture Trustee, the Securities Intermediary and the Servicer from and against any taxes that may at any time be asserted against any such Person with respect to, as of the date hereof, the sale of the Receivables to the Issuer or the issuance and original sale of the Notes and the Certificates, including any sales, gross receipts, general corporation, tangible personal property, privilege or license taxes (but, in the case of the Issuer, not including any taxes asserted with respect to, and as of the date of, the sale of the Receivables to the Issuer or the issuance and original sale of the Certificate or any of the Notes, or asserted with respect to ownership of the Receivables or U.S. federal or other income taxes arising out of payments or distributions on the Certificate or the Notes) and costs and expenses in defending against the same (including, but not limited to, reasonable legal fees, costs and expenses, and including any such reasonable fees, costs and expenses incurred in connection with any enforcement (including any action, claim, or suit brought by such indemnified parties) of any indemnification or other obligation of the Seller).

(b) The Seller shall indemnify, defend and hold harmless the Issuer, the Owner Trustee, the Indenture Trustee, the Securities Intermediary, the Certificateholder and the Noteholders and any of the officers, directors, employees and agents of the Issuer, the Owner Trustee, the Indenture Trustee from and against any loss, liability or expense (including, but not limited to, reasonable legal fees and expenses (including, but not limited to, reasonable legal fees, costs and expenses, and including any such reasonable fees, costs and expenses incurred in connection with any enforcement (including any action, claim, or suit brought by such indemnified parties) of any indemnification or other obligation of the Seller)) incurred by reason of (i) the Seller’s willful misfeasance, bad faith or negligence in the performance of its duties under this Agreement, or by reason of reckless disregard of its obligations and duties under this Agreement and (ii) the Seller’s or the Issuer’s violation of federal or state securities laws in connection with the offering and sale of any of the Notes or the Certificate.

(c) Except as set forth in clause (a) above, the Seller shall pay any and all taxes levied or assessed upon all or any part of the Trust Estate.

(d) Promptly after receipt by a party indemnified under this Section 6.03 or Section 3.02 (a “Seller Indemnified Party”) of notice of the commencement of any action, such Seller Indemnified Party will, if a claim in respect thereof is to be made against the party providing indemnification under this Section 6.03 or Section 3.02 (a “Seller Indemnifying Party”), notify such Seller Indemnifying Party of the commencement thereof. In case any such action is brought against any Seller Indemnified Party under this Section 6.03 or Section 3.02 and it notifies the Seller Indemnifying Party of the commencement thereof, the Seller Indemnifying Party will assume the defense thereof, with counsel reasonably satisfactory to such Seller Indemnified Party, and the Seller Indemnifying Party will not be liable to such Seller Indemnified Party under this Section for any legal or other expenses subsequently incurred by such Seller Indemnified Party in connection with the defense thereof, other than reasonable costs of investigation. The obligations set forth in this Section 6.03 and Section 3.02 shall survive the termination of this Agreement or the resignation or removal of the Owner Trustee or the Indenture Trustee and shall

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include reasonable fees and expenses of counsel and expenses of litigation. If the Seller shall have made any indemnity payments pursuant to this Section and the Person to or on behalf of whom such payments are made thereafter collects any of such amounts from others, such Person shall promptly repay such amounts to the Seller, without interest.

(e) The Seller's obligations under this Section 6.03 are obligations solely of the Seller and will not constitute a claim against the Seller to the extent that the Seller does not have funds sufficient to make payment of such obligations. In furtherance of and not in derogation of the foregoing, the Issuer, the Servicer, the Indenture Trustee, the Securities Intermediary and the Owner Trustee, by entering into or accepting this Agreement, acknowledge and agree that they have no right, title or interest in or to the Other Assets of the Seller. To the extent that, notwithstanding the agreements and provisions contained in the preceding sentence, the Issuer, the Servicer, the Indenture Trustee, the Securities Intermediary or the Owner Trustee either (i) asserts an interest or claim to, or benefit from, Other Assets, or (ii) is deemed to have any such interest, claim to, or benefit in or from Other Assets, whether by operation of law, legal process, pursuant to applicable provisions of insolvency laws or otherwise (including by virtue of Section 1111(b) of the Bankruptcy Code or any successor provision having similar effect under the Bankruptcy Code), then the Issuer, the Servicer, the Indenture Trustee, the Securities Intermediary or the Owner Trustee further acknowledges and agrees that any such interest, claim or benefit in or from Other Assets is and will be expressly subordinated to the indefeasible payment in full, which, under the terms of the relevant documents relating to the securitization or conveyance of such Other Assets, are entitled to be paid from, entitled to the benefits of, or otherwise secured by such Other Assets (whether or not any such entitlement or security interest is legally perfected or otherwise entitled to a priority of distributions or application under applicable law, including insolvency laws, and whether or not asserted against the Seller), including the payment of post-petition interest on such other obligations and liabilities. This subordination agreement will be deemed a subordination agreement within the meaning of Section 510(a) of the Bankruptcy Code. The Issuer, the Servicer, the Indenture Trustee, the Securities Intermediary and the Owner Trustee each further acknowledges and agrees that no adequate remedy at law exists for a breach of this Section 6.03(e) and the terms of this Section 6.03(e) may be enforced by an action for specific performance. The provisions of this Section 6.03(e) will be for the third party benefit of those entitled to rely thereon and will survive the termination of this Agreement.

SECTION 6.04 Merger or Consolidation of, or Assumption of the Obligations of, Seller. Any Person (a) into which the Seller may be merged or consolidated, (b) which may result from any merger or consolidation to which the Seller shall be a party or (c) which may succeed to the properties and assets of the Seller substantially as a whole, which person in any of the foregoing cases executes an agreement of assumption to perform every obligation of the Seller under this Agreement, shall be the successor to the Seller hereunder without the execution or filing of any document or any further act by any of the parties to this Agreement; provided, however, that (i) immediately after giving effect to such transaction, no representation or warranty made pursuant to Section 6.01 shall have been breached (except that the representations regarding the due organization and valid existence of the successor may be deemed to reference jurisdictions other than Delaware), (ii) the Seller shall have delivered to the Owner Trustee and the Indenture Trustee an Officer's Certificate and an Opinion of Counsel each stating that such consolidation, merger or succession and such agreement of assumption comply with this Section and that all conditions precedent, if any, provided for in this Agreement relating to such

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transaction have been complied with, (iii) the Rating Agency Condition shall have been satisfied with respect to such transaction and (iv) the Seller shall have delivered to the Owner Trustee and the Indenture Trustee an Opinion of Counsel either (A) stating that, in the opinion of such counsel, all financing statements and continuation statements and amendments thereto have been executed and filed that are necessary fully to preserve and protect the interest of the Owner Trustee and Indenture Trustee, respectively, in the Receivables and reciting the details of such filings, or (B) stating that, in the opinion of such counsel, no such action shall be necessary to preserve and protect such interests. Notwithstanding anything herein to the contrary, the execution of the foregoing agreement of assumption and compliance with clauses (i), (ii), (iii) and (iv) above shall be conditions to the consummation of the transactions referred to in clauses (a), (b) or (c) above.

SECTION 6.05 Limitation on Liability of Seller and Others. The Seller and any director, officer, employee or agent of the Seller may rely in good faith on the advice of counsel or on any document of any kind, prima facie properly executed and submitted by any Person respecting any matters arising hereunder. The Seller shall not be under any obligation to appear in, prosecute or defend any legal action that shall not be incidental to its obligations under this Agreement and that in its opinion may involve it in any expense or liability.

SECTION 6.06 Seller May Own Certificate or Notes. The Seller will own the Certificate on the Closing Date, and the Seller and any Affiliate thereof may in its individual or any other capacity become the owner or pledgee of the Notes of any class with the same rights as it would have if it were not the Seller or an Affiliate thereof, except as expressly provided in any Basic Document.

ARTICLE VII

THE SERVICER

SECTION 7.01 Representations of Servicer. The Servicer makes the following representations on which the Issuer is deemed to have relied in acquiring the Receivables. The representations speak as of the execution and delivery of this Agreement and as of the Closing Date and shall survive the sale of the Receivables to the Issuer and the pledge thereof to the Indenture Trustee pursuant to the Indenture.

(a) Organization and Good Standing. The Servicer shall have been duly organized and shall be validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation, with corporate power and authority to own its properties and to conduct its business as such properties shall be currently owned and such business is presently conducted, and had at all relevant times, and shall now have, corporate power, authority and legal right to acquire, own and sell the Receivables.

(b) Due Qualification. The Servicer shall be duly qualified to do business as a foreign corporation in good standing, and shall have obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business shall require such qualifications and where the failure to so qualify will have a material adverse effect on the ability of the Servicer to conduct its business or perform its obligations under this Agreement.

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(c) Power and Authority. The Servicer shall have the corporate power and authority to execute and deliver this Agreement and to carry out its terms; and the execution, delivery and performance of this Agreement have been duly authorized by the Servicer by all necessary corporate action.

(d) Binding Obligations. This Agreement shall have been duly authorized by all necessary corporate action on the part of the Servicer and shall constitute a legal, valid and binding obligation of the Servicer enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally or by general equity principles.

(e) No Violation. The consummation of the transactions contemplated by this Agreement and the fulfillment of the terms of this Agreement shall not conflict with, result in any breach of any of the terms and provisions of, nor constitute (with or without notice or lapse of time) a default under, the articles of incorporation or bylaws of the Servicer or any indenture, agreement or other instrument to which the Servicer is a party or by which it shall be bound; nor result in the creation or imposition of any Lien upon any of its properties pursuant to the terms of any such indenture, agreement or other instrument (other than this Agreement), nor violate any law or, to the best of the Servicer's knowledge, any order, rule or regulation applicable to the Servicer of any court or of any federal or state regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Servicer or its properties which breach, default, conflict, lien or violation would have a material adverse effect on the earnings, business affairs of the Servicer.

(f) No Proceedings. There is no action, suit or proceeding before or by any court or governmental agency or body, domestic or foreign, now pending, or to the Servicer's knowledge, threatened, against or affecting the Servicer: (i) asserting the invalidity or unenforceability of this Agreement, the Trust Agreement, the Indenture, the Certificate or the Notes, (ii) seeking to prevent the issuance of the Certificate or the Notes or the consummation of any of the transactions contemplated by this Agreement, the Trust Agreement, the Indenture or any Basic Document, (iii) seeking any determination or ruling that might materially and adversely affect the performance by the Servicer of its obligations under, or the validity or enforceability of, this Agreement, the Trust Agreement, the Indenture, the Certificate or the Notes, or (iv) relating to the Servicer and which might adversely affect the U.S. federal or state income, excise, franchise or similar tax attributes of the Notes.

SECTION 7.02 Indemnities of Servicer. The Servicer shall be liable in accordance herewith only to the extent of the obligations specifically undertaken by the Servicer under this Agreement:

(a) The Servicer shall indemnify, defend and hold harmless the Seller, the Issuer, the Owner Trustee, the Indenture Trustee, the Paying Agent, the Note Registrar, the Securities Intermediary, the Noteholders and the Certificateholder and any of the officers, directors, employees and agents of the each such party from and against any and all costs, expenses, losses, damages, claims and liabilities (including, but not limited to, reasonable legal fees, costs and expenses, and including any such reasonable fees, costs and expenses incurred in connection with any enforcement (including any action, claim, or suit brought by such indemnified parties) of any indemnification or other obligation of the Servicer), arising out of or resulting from the use, ownership or operation by the Servicer or any Affiliate thereof of a Financed Vehicle.

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(b) [Reserved].

(c) The Servicer shall indemnify, defend and hold harmless the Seller, the Issuer, the Owner Trustee, the Indenture Trustee, the Securities Intermediary, the Certificateholder and the Noteholders and any of the officers, directors, employees and agents of the Seller, the Issuer, the Owner Trustee, the Indenture Trustee, the Securities Intermediary, the Certificateholder and the Noteholders from and against any and all costs, expenses, losses, claims, damages and liabilities (including, but not limited to, reasonable legal fees, costs and expenses, and including any such reasonable fees, costs and expenses incurred in connection with any enforcement (including any action, claim, or suit brought by such indemnified parties) of any indemnification or other obligation of the Servicer), to the extent that such cost, expense, loss, claim, damage or liability arose out of, or is imposed upon any such Person through, the negligence, willful misfeasance or bad faith of the Servicer in the performance of its duties under this Agreement or by reason of reckless disregard of its obligations and duties under this Agreement, including those that may be incurred by any such indemnified party as a result of any act or omission by the Servicer in connection with its maintenance and custody of the Receivables Files.

(d) Promptly after receipt by a party indemnified under this Section 7.02 or Section 4.08 (a "Servicer Indemnified Party") of notice of the commencement of any action, such Servicer Indemnified Party will, if a claim in respect thereof is to be made against the party providing indemnification under this Section 7.02 or 4.08 (a "Servicer Indemnifying Party"), notify such Servicer Indemnifying Party of the commencement thereof. In case any such action is brought against any Servicer Indemnified Party under this Section 7.02 or 4.08 and it notifies the Servicer Indemnifying Party of the commencement thereof, the Servicer Indemnifying Party will assume the defense thereof, with counsel reasonably satisfactory to such Servicer Indemnified Party (who may, unless there is, as evidenced by an opinion of counsel to the Servicer Indemnified Party stating that there is an unwaivable conflict of interest, be counsel to the Servicer Indemnifying Party), and the Servicer Indemnifying Party will not be liable to such Servicer Indemnified Party under this Section for any legal or other expenses subsequently incurred by such Servicer Indemnified Party in connection with the defense thereof, other than reasonable costs of investigation. The obligations set forth in this Section 7.02 and Section 4.08 shall survive the termination of this Agreement or the resignation or removal of the Servicer, the Owner Trustee, the Indenture Trustee and shall include reasonable fees and expenses of counsel and expenses of litigation. If the Servicer shall have made any indemnity payments pursuant to this Section and the Person to or on behalf of whom such payments are made thereafter collects any of such amounts from others, such Person shall promptly repay such amounts to the Servicer, without interest.

For purposes of this Section, in the event of the termination of the rights and obligations of TMCC (or any successor thereto pursuant to Section 7.03) as Servicer pursuant to Section 8.01, or a resignation by such Servicer pursuant to this Agreement, such Servicer shall be deemed to be the Servicer pending appointment of a successor Servicer (other than the Indenture Trustee) pursuant to Section 8.02.

SECTION 7.03 Merger or Consolidation of, or Assumption of the Obligations of, Servicer. Any corporation (a) into which the Servicer may be merged or consolidated, (b) which may result from any merger, conversion or consolidation to which the Servicer shall be a party or (c) which may succeed to all or substantially all of the business of the Servicer, which

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corporation in any of the foregoing cases executes an agreement of assumption to perform every obligation of the Servicer under this Agreement, shall be the successor to the Servicer under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties to this Agreement; provided, however, that (i) immediately after giving effect to such transaction, no representation or warranty made pursuant to Section 7.01 shall have been breached (except that the representations regarding the due organization and valid existence of the successor may be deemed to reference jurisdictions other than its jurisdiction of incorporation), and no Servicer Default, and no event which, after notice or lapse of time, or both, would become a Servicer Default, shall have occurred and be continuing, (ii) the Servicer shall have delivered to the Owner Trustee and the Indenture Trustee an Officer's Certificate and an Opinion of Counsel each stating that such consolidation, merger or succession and such agreement of assumption comply with this Section and that all conditions precedent provided for in this Agreement relating to such transaction have been complied with, (iii) the Rating Agency Condition shall have been satisfied with respect to such transaction, (iv) immediately after giving effect to such transaction, the successor to the Servicer shall become the Administrator under the Administration Agreement in accordance with Section 8 of such Agreement and (v) the Servicer shall have delivered to the Owner Trustee and the Indenture Trustee an Opinion of Counsel stating that, in the opinion of such counsel, either (A) all financing statements and continuation statements and amendments thereto have been executed and filed that are necessary fully to preserve and protect the interest of the Issuer and the Indenture Trustee, respectively, in the Receivables and reciting the details of such filings or (B) no such action shall be necessary to preserve and protect such interests. Notwithstanding anything herein to the contrary, the execution of the foregoing agreement of assumption and compliance with clauses (i), (ii), (iii), (iv) and (v) above shall be conditions to the consummation of the transactions referred to in clause (a), (b) or (c) above.

SECTION 7.04 Limitation on Liability of Servicer and Others. Neither the Servicer nor any of the directors, officers, employees or agents of the Servicer shall be under any liability to the Seller, the Issuer, the Indenture Trustee, the Owner Trustee, the Noteholders or the Certificateholder, except as provided under this Agreement, for any action taken or for refraining from the taking of any action pursuant to this Agreement or for errors in judgment; provided, however, that this provision shall not protect the Servicer or any such person against any liability that would otherwise be imposed by reason of willful misfeasance, bad faith or negligence in the performance of duties or by reason of reckless disregard of obligations and duties under this Agreement. The Servicer and any director, officer, employee or agent of the Servicer may rely in good faith on any document of any kind prima facie properly executed and submitted by any person respecting any matters arising under this Agreement.

Except as provided in this Agreement, the Servicer shall not be under any obligation to appear in, prosecute or defend any legal action that shall not be incidental to its duties to service the Receivables in accordance with this Agreement, and that in its opinion may involve it in any expense or liability; provided, however, that the Servicer may (with the written consent of the Owner Trustee or Indenture Trustee) undertake any reasonable action that it may deem necessary or desirable in respect of the Basic Documents and the rights and duties of the parties to the Basic Documents and the interests of the Certificateholder under this Agreement and the Noteholders under the Indenture. In such event, the reasonable legal expenses and costs for such action and any liability resulting therefrom shall be expenses, costs and liabilities of the Trust

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Estate and the Servicer will be entitled to be reimbursed therefor solely from Available Collections.

SECTION 7.05 TMCC Not To Resign as Servicer. Subject to the provisions of Section 7.03, TMCC shall not resign from the obligations and duties hereby imposed on it as Servicer under this Agreement except upon a determination that the performance of its duties under this Agreement shall no longer be permissible under applicable law. Notice of any such determination permitting the resignation of TMCC shall be communicated to the Owner Trustee, the Indenture Trustee and each Rating Agency at the earliest practicable time (and, if such communication is not in writing, shall be confirmed in writing at the earliest practicable time) and any such determination shall be evidenced by an Opinion of Counsel to such effect delivered to the Owner Trustee and the Indenture Trustee concurrently with or promptly after such notice. No such resignation shall become effective until the Indenture Trustee or a Successor Servicer shall have (i) assumed the responsibilities and obligations of TMCC in accordance with Section 8.02 and (ii) become the Administrator under the Administration Agreement in accordance with Section 8 of such Agreement.

ARTICLE VIII

DEFAULT

SECTION 8.01 Servicer Default. Each of the following events is a "Servicer Default":

(a) any failure by the Servicer to deliver to the Indenture Trustee for deposit in the Collection Account or Reserve Account any required payment or to direct the Indenture Trustee to make any required payment or distribution therefrom, which failure continues unremedied for a period of five (5) Business Days after discovery of the failure by an officer of the Servicer or written notice of such failure is received (i) by the Servicer from the Owner Trustee or the Indenture Trustee or (ii) by the Servicer and the Owner Trustee or the Indenture Trustee, from the Holders of Notes evidencing not less than a majority of the aggregate principal amount of the Controlling Class then outstanding, acting together as a single Class;

(b) failure by the Servicer to duly observe or to perform in any material respect any other covenants or agreements of the Servicer set forth in this Agreement, which failure shall materially and adversely affect the rights of the Certificateholder or Noteholders and shall continue unremedied for a period of ninety (90) days after the date on which written notice of such failure is received (i) by the Servicer from the Owner Trustee or the Indenture Trustee or (ii) by the Servicer and the Owner Trustee and Indenture Trustee, from the Holders of Notes evidencing not less than a majority of the aggregate principal amount of the Controlling Class then outstanding, acting together as a single Class; or

(c) the occurrence of an Insolvency Event with respect to the Servicer;

provided, however, that (A) if any delay or failure of performance referred to in clause (a) above shall have been caused by force majeure or other similar occurrences, the five (5) Business Day grace period referred to in such clause (a) shall be extended for an additional sixty (60) calendar days and (B) if any delay or failure of performance referred to in clause (b) above shall have

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been caused by force majeure or other similar occurrences, the ninety (90) day grace period referred to in such clause (b) shall be extended for an additional sixty (60) calendar days.

Upon receipt of written notice of the occurrence of a Servicer Default, the Indenture Trustee shall give prompt written notice thereof to the Administrator, and the Administrator shall provide such written notice to the Rating Agencies.

At any time when a Servicer Default set forth in clauses (a) through (c) above has occurred and is continuing, so long as the Servicer Default shall not have been remedied, either the Indenture Trustee or the Holders of Notes evidencing at least a majority of the Outstanding Amount of Notes of the Controlling Class of Notes acting together as a single Class, by notice then given in writing to the Servicer (and to the Indenture Trustee and the Owner Trustee if given by the Noteholders) may terminate all the rights and obligations (other than the obligations set forth in Section 7.02 hereof and the rights set forth in Section 7.04 hereof) of the Servicer under this Agreement. By the same required vote, the Noteholders specified in the prior sentence may waive any such Servicer Default (other than a default in the making of any required deposits or payments from or to the Collection Account or Reserve Account) for a specified period or permanently. Upon any such waiver of a past default, such default shall cease to exist, and any Servicer Default arising therefrom shall be deemed to have been remedied for every purpose of this Agreement. No such waiver shall extend to any subsequent or other default or impair any right consequent thereto.

SECTION 8.02 Appointment of Successor.

(a) Upon the Servicer's receipt of notice of termination pursuant to Section 8.01 or the Servicer's resignation in accordance with the terms of this Agreement, the predecessor Servicer shall continue to perform its functions as Servicer under this Agreement, in the case of termination, only until the date specified in such termination notice or, if no such date is specified in a notice of termination, until receipt of such notice and, in the case of resignation, until the later of (i) the date sixty (60) days from the delivery to the Owner Trustee and the Indenture Trustee of written notice of such resignation (or written confirmation of such notice) in accordance with the terms of this Agreement and (ii) the date upon which the predecessor Servicer shall become unable to act as Servicer, as specified in the notice of resignation and accompanying Opinion of Counsel. In the event of the Servicer's termination hereunder, the Indenture Trustee shall appoint a Successor Servicer, which shall be any established institution having a net worth of not less than $25,000,000 and whose regular business shall include the servicing of receivables similar to the Receivables, and the Successor Servicer shall accept its appointment (including its appointment as Administrator under the Administration Agreement as set forth in Section 8.02(b)) by a written assumption in form acceptable to the Owner Trustee and the Indenture Trustee. In the event that a Successor Servicer has not been appointed at the time when the predecessor Servicer has ceased to act as Servicer in accordance with this Section, the Indenture Trustee without further action shall automatically be appointed the Successor Servicer and the Indenture Trustee shall be entitled to the Total Servicing Fee. Notwithstanding the above, the Indenture Trustee shall, if it shall be unwilling or legally unable so to act, appoint or petition a court of competent jurisdiction to appoint any established institution having a net worth of not less than $25,000,000 and whose regular business shall include the servicing of receivables similar to the Receivables, as the successor to the Servicer under this Agreement. In connection therewith, the Indenture Trustee is authorized and empowered to offer such successor

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servicer compensation up to, but not in excess of, the Total Servicing Fee and other servicing compensation specified in this Agreement as payable to the initial Servicer. Upon such appointment, the Indenture Trustee will be released from the duties and obligations of acting as Successor Servicer, such release effective upon the effective date of the servicing agreement entered into between the Successor Servicer and the Issuer.

(b) Upon appointment, the Successor Servicer (including the Indenture Trustee acting as Successor Servicer) shall (i) be the successor in all respects to the predecessor Servicer and shall be subject to all the responsibilities, duties and liabilities arising thereafter relating thereto placed on the predecessor Servicer and shall be entitled to the Total Servicing Fee and all the rights granted to the predecessor Servicer by the terms and provisions of this Agreement and (ii) become the Administrator under the Administration Agreement in accordance with Section 8 of such Agreement; provided, that, the Indenture Trustee shall not be liable for any servicing fee or for any differential in the amount of the servicing fee paid hereunder and the amount necessary to induce any Successor Servicer to act as Successor Servicer hereunder; provided, further, that the Indenture Trustee, as Successor Servicer, shall have no obligations with respect to the fees, expenses or other amounts (including indemnities other than those resulting from the actions of the Indenture Trustee as Successor Servicer) of the Owner Trustee, the Indenture Trustee or the Asset Representations Reviewer, the fees and expenses of the Owner Trustee's attorneys, the Indenture Trustee's attorneys, or the Asset Representations Reviewer's attorneys, the fees and expenses of any custodian and the fees and expenses of independent accountants or expenses incurred in connection with distributions and reports to the Noteholders.

(c) On or after the receipt by the Servicer of written notice of termination pursuant to Section 8.01, all authority and power of the Servicer under this Agreement, whether with respect to the Notes, the Certificate or the Receivables or otherwise, shall, without further action, pass to and be vested in the Indenture Trustee or such Successor Servicer as may be appointed under this Section 8.02 and, without limitation, the Indenture Trustee and the Owner Trustee are hereby authorized and empowered to execute and deliver, for the benefit of the predecessor Servicer, as attorney-in-fact or otherwise, any and all documents and other instruments, and to do or accomplish all other acts or things necessary or appropriate to effect the purposes of such notice of termination, whether to complete the transfer and endorsement of the Receivables and related documents, or otherwise. The predecessor Servicer shall cooperate with the Successor Servicer and the Owner Trustee in effecting the termination of the responsibilities and rights of the predecessor Servicer under this Agreement, including, without limitation, the transfer to the Successor Servicer for administration by it of all cash amounts that shall at the time be held by the predecessor Servicer for deposit, or have been deposited by the predecessor Servicer, in the Collection Account or thereafter received with respect to the Receivables. All reasonable costs and expenses (including attorneys' fees) incurred in connection with transferring the Receivable Files to the Successor Servicer and amending this Agreement to reflect such succession as Servicer pursuant to this Section shall be paid by the predecessor Servicer upon presentation of reasonable documentation of such costs and expenses. Any such costs, expenses and fees not paid by the predecessor Servicer shall be paid solely from the application of Available Collections in accordance with the terms of this Agreement. In the event that the Indenture Trustee succeeds to the rights and obligations of the Servicer hereunder, and a subsequent transfer of such rights and obligations is effected pursuant to Section 8.01 or this Section 8.02 hereof, the original Servicer hereunder shall reimburse the Indenture Trustee for all reasonable costs and expenses as described in the immediately preceding sentence and if such amounts

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remain unpaid for ninety (90) days, the Indenture Trustee shall be entitled to reimbursement from the Issuer from Available Collections. Upon receipt of notice of the occurrence of a Servicer Default, the Indenture Trustee shall give prompt written notice thereof to the Administrator, and the Administrator shall provide such notice to the Rating Agencies.

SECTION 8.03 Compensation Payable. If the Servicer shall resign or be terminated, the Servicer shall continue to be entitled to all accrued and unpaid compensation payable to the Servicer through the date of such termination as specified in Section 4.09 of this Agreement.

SECTION 8.04 Notification. Upon any termination of, or appointment of a successor to, the Servicer pursuant to this Article VIII, the Issuer shall give prompt written notice thereof to Certificateholder, and the Indenture Trustee shall give prompt written notice thereof to Noteholders and the Administrator, and the Administrator shall provide such notice to the Rating Agencies.

ARTICLE IX

TERMINATION

SECTION 9.01 Optional Purchase of All Receivables.

(a) On each Payment Date following the last day of a Collection Period as of which the Pool Balance shall be less than the Optional Purchase Percentage multiplied by the Original Pool Balance, the Servicer, or any successor to the Servicer, shall have the option to purchase, as of the end of the immediately preceding Collection Period, the corpus of the Trust Estate for an amount equal to the Optional Purchase Price. To exercise such option, the Servicer, or any successor to the Servicer, shall notify the Owner Trustee and the Indenture Trustee of its intention to do so in writing, no later than the tenth day of the month preceding the month in which the Payment Date as of which such purchase is to be effected and shall, on or before the Payment Date on which such purchase is to occur, deposit pursuant to Section 5.05 in the Collection Account an amount equal to the Optional Purchase Price, and shall succeed to all interests in and to the Trust Estate. Amounts so deposited will be paid and distributed as set forth in Section 5.06 of this Agreement.

(b) Notice of any such purchase of the Trust Estate shall be given by the Owner Trustee and the Indenture Trustee to each Securityholder as soon as practicable after receipt of notice thereof from the Servicer by a Trust Officer of the Owner Trustee (in the case of each Certificateholder) and the Indenture Trustee (in the case of each Noteholder).

(c) Following the satisfaction and discharge of the Indenture and the payment in full of the principal of and interest on the Notes, the Certificateholder will succeed to the rights of the Noteholders under this Agreement other than Section 5.06 and the Owner Trustee will succeed to the rights of, and assume the obligations of, the Indenture Trustee provided for in this Agreement.

(d) Upon the repurchase of any Receivable by the Seller or the Servicer, pursuant to any provision hereof (including Sections 3.02, 4.08 and 9.01(a)), the Owner Trustee on behalf of the Issuer and the Certificateholder, and the Indenture Trustee on behalf of the Noteholders, shall, without further action, be deemed to transfer, assign, set-over and otherwise convey to the

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Seller or the Servicer, as the case may be, all right, title and interest of the Owner Trustee on behalf of the Issuer in, to and under such repurchased Receivable, all monies due or to become due with respect thereto and all proceeds thereof and the other property conveyed to the Issuer hereunder pursuant to Section 2.01 with respect to such Receivable, and all security and any documents relating thereto, such assignment being an assignment outright and not for security; and the Seller or the Servicer, as applicable, shall thereupon own each such Receivable, and all such related security and documents, free of any further obligation to the Issuer, the Owner Trustee, the Certificateholder, the Indenture Trustee or the Noteholders with respect thereto. The Owner Trustee and Indenture Trustee shall execute such documents and instruments of transfer and assignment and take such other actions as shall be reasonably requested by the Seller or the Servicer, as the case may be, to effect the conveyance of such Receivable pursuant to this Section.

SECTION 9.02 Termination of the Trust Agreement. The respective obligations and responsibilities of the Issuer, the Seller and the Servicer under this Agreement shall terminate upon the termination of the Trust Agreement pursuant to Article IX of the Trust Agreement.

ARTICLE X

MISCELLANEOUS

SECTION 10.01 Amendment.

(a) This Agreement may be amended by the Seller, the Servicer and the Issuer, with the consent of the Indenture Trustee and, if the interests of the Owner Trustee are affected, the Owner Trustee, but without the consent of any of the Noteholders or the Certificateholder, to cure any ambiguity, to correct or supplement any provisions in this Agreement or for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions in this Agreement or of modifying in any manner the rights of the Noteholders or the Certificateholders; provided, that either (i) an Officer's Certificate shall have been delivered by the Servicer to the Owner Trustee and the Indenture Trustee certifying that such officer reasonably believes that such proposed amendment will not materially and adversely affect the interest of any Noteholder or (ii) the Rating Agency Condition has been satisfied in respect of such proposed amendment.

(b) This Agreement may also be amended by the Seller, the Servicer and the Issuer, with the consent of the Indenture Trustee and, if the interests of the Owner Trustee are affected, the Owner Trustee, but without the consent of any of the Noteholders or the Certificateholder for the purpose of changing the formula or percentage for determining the Specified Reserve Account Balance, but not to change any order of priority of payments and distributions specified in Section 5.06, changing the remittance schedule for the deposit of collections with respect to the Receivables in the Collection Account pursuant to Section 5.02 hereof or changing the definition of Eligible Investment, in each case only if the Rating Agency Condition has been satisfied in respect of such proposed amendment.

(c) This Agreement may also be amended from time to time by the Seller, the Servicer and the Issuer, with prior written notice to the Rating Agencies, with the consent of the Indenture Trustee and, if the interests of the Owner Trustee are affected, the Owner Trustee and, if the interests of the Noteholders are materially and adversely affected, with the consent of the

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Holders of Notes evidencing at least a majority of the Outstanding Amount of the Controlling Class of Notes, acting together as a single Class, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement or of modifying in any manner the rights of the Noteholders or Certificateholders under this Agreement.

(d) No amendment otherwise permitted under this Section 10.01 (except as described in the last sentence of this Section 10.01(d)) may (x) increase or reduce in any manner the amount of, or accelerate or delay the timing of, collections of payments on the Receivables or distributions required to be made for the benefit of any Noteholders or Certificateholders without the consent of all Noteholders and Certificateholders adversely affected thereby, or (y) reduce the percentage of the Notes or Certificates which are required to consent to any such amendment without the consent of the Noteholders and Certificateholders adversely affected thereby; provided, that any amendment referred to in clause (x) or (y) above shall be deemed to not adversely affect any Noteholder if the Rating Agency Condition has been satisfied in respect of such proposed amendment. No amendment referred to in clause (x) in the immediately preceding sentence shall be permitted unless an Officer's Certificate shall have been delivered by the Servicer to the Owner Trustee and the Indenture Trustee certifying that such officer reasonably believes that such proposed amendment will not materially and adversely affect the interest of any Noteholder or Certificateholder whose consent was not obtained. Notwithstanding the immediately preceding two sentences, this Agreement may also be amended by the parties hereto, without the consent of the Securityholders, for the purpose of conforming the provisions in this Agreement to the descriptions thereof contained in the prospectus, dated August 8, 2022, related to the offering of the Class A Notes.

(e) Promptly after the execution of any such amendment or consent, the Issuer shall cause written notification of the substance of such amendment or consent to be furnished to each Noteholder, Certificateholder, the Indenture Trustee and each of the Rating Agencies.

(f) It shall not be necessary for the consent of the Certificateholder or Noteholders pursuant to this Section to approve the particular form of any proposed amendment or consent, but it shall be sufficient if such consent shall approve the substance thereof.

(g) Prior to the execution of any amendment to this Agreement, the Owner Trustee and the Indenture Trustee shall be entitled to receive and rely upon an Opinion of Counsel stating that the execution of such amendment is authorized or permitted by this Agreement, and, if applicable, the Opinion of Counsel referred to in Section 10.02. The Owner Trustee and the Indenture Trustee may, but shall not be obligated to, enter into any such amendment which affects the Owner Trustee's or the Indenture Trustee's, as applicable, own rights, duties or immunities under this Agreement or otherwise. The reasonable fees and expenses of the Owner Trustee and the Indenture Trustee in connection with any amendment or supplement to this Agreement shall be payable by the Servicer.

(h) Notwithstanding anything under this Section 10.01 of this Agreement or in any other Basic Document to the contrary, this Agreement may be amended by the Depositor and Administrator without the consent of the Indenture Trustee, the Issuer, the Owner Trustee, any Noteholder or any other Person and without satisfying any other provision in this Section 10.01 or any other Basic Document solely in connection with any SOFR Adjustment Conforming Changes or, following the determination of a Benchmark Replacement, any Benchmark Replacement Conforming Changes to be made by the Administrator; *provided,* that the Issuer

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has delivered notice of such amendment to the Rating Agencies on or prior to the date such amendment is executed; *provided, further,* that any such SOFR Adjustment Conforming Changes or any such Benchmark Replacement Conforming Changes shall not affect the Owner Trustee's or Indenture Trustee's rights, indemnities or obligations without the Owner Trustee or Indenture Trustee's consent, respectively. For the avoidance of doubt, any SOFR Adjustment Conforming Changes or any Benchmark Replacement Conforming Changes in any amendment to this Agreement may be retroactive (including retroactive to the Benchmark Replacement Date) and this Agreement may be amended more than once in connection with any SOFR Adjustment Conforming Changes or any Benchmark Replacement Conforming Changes.

SECTION 10.02 Protection of Title to Trust.

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

(b) Neither the Seller nor the Servicer shall change (i) its location of organization under Section 9-307(e) of the UCC or (ii) its name, identity or corporate structure in any manner that would, could or might make any financing statement or continuation statement filed in accordance with paragraph (a) above seriously misleading within the meaning of Section 9-507 and 9-508 of the UCC, unless it shall have given the Owner Trustee and the Indenture Trustee at least five (5) days' prior written notice thereof and shall have promptly filed appropriate amendments to all previously filed financing statements or continuation statements.

(c) Each of the Seller and the Servicer shall have an obligation to give the Owner Trustee and the Indenture Trustee at least sixty (60) days' prior written notice of any relocation of its principal executive office if, as a result of such relocation, the applicable provisions of the UCC would require the filing of any amendment of any previously filed financing or continuation statement or of any new financing statement and shall promptly file any such amendment or new financing statement. The Servicer shall at all times maintain each office from which it shall service Receivables, and its principal executive office, within the United States of America.

(d) The Servicer shall maintain accounts and records as to each Receivable accurately and in sufficient detail to permit (i) the reader thereof to know at any time the status of such Receivable, including payments and recoveries made and payments owing (and the nature of each) and (ii) reconciliation between payments or recoveries on (or with respect to) each Receivable and the amounts from time to time deposited in the Collection Account in respect of such Receivable.

(e) The Servicer shall maintain its computer systems so that, from and after the time of sale under this Agreement of the Receivables, the Servicer's electronic files which are maintained for the purpose of identifying retail installment sales contracts which have been transferred in connection with securitizations will show the interest of the Issuer in such Receivable and that such Receivable is owned by the Issuer and has been pledged to the Indenture Trustee. Indication of these respective interests in a Receivable shall be deleted from

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or modified on the Servicer's computer systems when, and only when, the related Receivable shall have become a Liquidated Receivable or been repurchased.

(f) If at any time the Seller or the Servicer (or any Subservicer appointed by the Servicer) shall propose to sell, grant a security interest in, or otherwise transfer any interest in automotive receivables to, any prospective purchaser, lender or other transferee, the Servicer shall give to such prospective purchaser, lender or other transferee computer tapes, records or printouts (including any restored from backup archives) that, if they shall refer in any manner whatsoever to any Receivable, shall indicate clearly that such Receivable has been sold and is owned by the Issuer and has been pledged to the Indenture Trustee.

(g) Upon request, the Servicer shall furnish or cause to be furnished to the Owner Trustee or to the Indenture Trustee, within five (5) Business Days, a list of all Receivables (by contract number and name of Obligor) then held as part of the Trust Estate, together with a reconciliation of such list to the Schedule of Receivables and to each of the Servicer's Certificates furnished before such request indicating removal of Receivables from the Trust Estate.

(h) The Servicer shall deliver to the Owner Trustee and the Indenture Trustee:

(i) promptly after the execution and delivery of this Agreement and, if required pursuant to Section 10.01, of each amendment hereto, an Opinion of Counsel stating that, in the opinion of such counsel, either (A) all financing statements and continuation statements have been executed and filed that are necessary fully to preserve and protect the interest of the Issuer and the Indenture Trustee in the Receivables, and reciting the details of such filings or referring to prior Opinions of Counsel in which such details are given, or (B) no such action shall be necessary to preserve and protect such interest, in each case also specifying any action necessary (as of the date of such opinion) to be taken in the following year to preserve and protect such interest; and

(ii) within ninety (90) days after the beginning of each calendar year beginning with the first calendar year beginning more than three months after the Cutoff Date, an Opinion of Counsel, dated as of a date during such 90-day period, stating that, in the opinion of such counsel, either (A) all financing statements and continuation statements have been executed and filed that are necessary fully to preserve and protect the interest of the Issuer and the Indenture Trustee in the Receivables, and reciting the details of such filings or referring to prior Opinions of Counsel in which such details are given, or (B) no such action shall be necessary to preserve and protect such interest.

SECTION 10.03 Notices. All demands, notices, communications and instructions upon or to the Seller, the Servicer, the Owner Trustee, the Indenture Trustee, the Rating Agencies or the Asset Representations Reviewer under this Agreement shall be in writing, personally delivered or mailed by certified mail, return receipt requested, and shall be deemed to have been duly given upon receipt (a) in the case of the Servicer, to Toyota Motor Credit Corporation, 6565 Headquarters Drive, W2-3D, Plano, Texas 75024-5965, Attention: Treasury Operations Department, (469) 486-9013, with a copy by electronic mail to: TFS_Treasury_Operations@toyota.com, and with a copy to Toyota Motor Credit Corporation, 6565 Headquarters Drive, W2-5A, Plano, Texas 75024-5965, Attention: General Counsel, (b) in the case of the Seller, to Toyota Auto Finance Receivables LLC, 6565 Headquarters Drive, W2-3D, Plano, Texas 75024-5965, Attention: President, (469) 486-9020, (c) in the case of the Issuer

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or the Owner Trustee, at the Corporate Trust Office (as defined in the Trust Agreement) or, in the case of any information permissibly delivered to the Owner Trustee by means of electronic mail, to cwright1@wilmingtontrust.com, (d) in the case of the Indenture Trustee, at the Corporate Trust Office specified in the Indenture, or, in the case of any information permissibly delivered to the Indenture Trustee by means of electronic mail, to maritza.hernandez1@usbank.com and melissa.rosal@usbank.com, (e) in the case of S&P, at the following address: S&P Global Ratings, 55 Water Street, New York, New York 10041, Attention: Asset Backed Surveillance Department, (f) in the case of Fitch, to Fitch Ratings, Inc., 33 Whitehall Street, New York, New York 10004 and (g) in the case of the Asset Representations Reviewer, to 2638 South Falkenburg Road, Riverview, Florida 33578, Attention: SVP, with a copy by electronic mail to ARRNotices@clayton.com, and with a copy to Covius Services, LLC, 720 S. Colorado Blvd., Suite 200, Glendale, Colorado 80246, Attention: Legal Department, with a copy by electronic mail to legal@covius.com; or, as to each of the foregoing, at such other address as shall be designated by written notice to the other parties.

SECTION 10.04 Assignment by the Seller or the Servicer. Notwithstanding anything to the contrary contained herein, except as provided in Sections 6.04 and 7.03 of this Agreement and as provided in the provisions of this Agreement concerning the resignation or termination of the Servicer, this Agreement may not be assigned by the Seller or the Servicer.

SECTION 10.05 Limitations on Rights of Others. The provisions of this Agreement are solely for the benefit of the Seller, the Servicer, the Issuer, the Owner Trustee, the Certificateholder, the Indenture Trustee and the Noteholders, and nothing in this Agreement, whether express or implied, shall be construed to give to any other Person any legal or equitable right, remedy or claim in the Trust Estate or under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

SECTION 10.06 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 10.07 Separate Counterparts and Electronic Signatures. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SECTION 10.08 Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

SECTION 10.09 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE

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STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

FOR PURPOSES OF THE UCC, NEW YORK SHALL BE DEEMED TO BE THE SECURITIES INTERMEDIARY'S JURISDICTION, AND THE LAW OF THE STATE OF NEW YORK SHALL GOVERN ALL ISSUES SPECIFIED IN ARTICLE 2(1) OF THE HAGUE SECURITIES CONVENTION. THE PARTIES WILL NOT AGREE TO AMEND THIS AGREEMENT TO CHANGE THE GOVERNING LAW TO ANY LAW OTHER THAN THE LAWS OF THE STATE OF NEW YORK.

SECTION 10.10 Assignment by Issuer. The Seller hereby acknowledges and consents to any mortgage, pledge, assignment and grant of a security interest by the Issuer to the Indenture Trustee pursuant to the Indenture for the benefit of the Noteholders of all right, title and interest of the Issuer in, to and under the Receivables and/or the assignment of any or all of the Issuer's rights and obligations hereunder to the Indenture Trustee.

SECTION 10.11 Nonpetition Covenants. Notwithstanding any prior termination of this Agreement, each of the parties hereto, by entering into this Agreement hereby covenants and agrees that it shall not at any time acquiesce, petition or otherwise invoke or cause the Issuer or the Seller to invoke the process of any court or government authority for the purpose of commencing or sustaining a case against the Issuer or the Seller under any federal or state bankruptcy, insolvency or similar law, or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Issuer or the Seller, as the case may be, or any substantial part of its property, or ordering the winding up or liquidation of the affairs of the Issuer or the Seller, in connection with any obligations relating to the Notes, the Certificates, this Agreement or any of the Basic Documents prior to the date that is one year and one day after the date on which the Indenture is terminated. This Section 10.11 shall survive the termination of the Indenture and the termination of the Servicer under this Agreement.

SECTION 10.12 Limitation of Liability of Owner Trustee and Indenture Trustee. Notwithstanding anything contained herein to the contrary, this Agreement has been countersigned by Wilmington Trust, National Association, not in its individual capacity, but solely in its capacity as Owner Trustee on behalf of the Issuer, and by U.S. Bank Trust Company, National Association, not in its individual capacity, but solely in its capacity as Indenture Trustee under the Indenture. In no event shall either of Wilmington Trust, National Association, in its individual capacity or U.S. Bank Trust Company, National Association in its individual capacity have any liability for the representations, warranties, covenants, agreements or other obligations of the Issuer hereunder or in any of the certificates, notices or agreements delivered by the Seller or Servicer, or prepared by the Seller or Servicer for delivery by the Owner Trustee on behalf of the Issuer, pursuant hereto, as to all of which recourse shall be had solely to the assets of the Issuer. For all purposes of this Agreement, in the performance of its duties or obligations hereunder or in the performance of any duties or obligations of the Issuer hereunder, the Owner Trustee shall be subject to, and entitled to the benefits of, the terms and provisions of Articles VI, VII and VIII of the Trust Agreement.

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SECTION 10.13 Intent of the Parties; Reasonableness. The Seller, Servicer, Sponsor and Issuer acknowledge and agree that the purpose of Sections 4.11, 4.12 and 4.14 of this Agreement is to facilitate compliance by the Issuer and the Depositor with the provisions of Regulation AB and related rules and regulations of the Commission.

None of the Sponsor, the Administrator nor the Issuer shall exercise its right to request delivery of information or other performance under these provisions other than in good faith, or for purposes other than compliance with the Securities Act, the Exchange Act and the rules and regulations of the Commission thereunder (or the provision in a private offering of disclosure comparable to that required under the Securities Act). The Servicer acknowledges that interpretations of the requirements of Regulation AB may change over time, whether due to interpretive guidance provided by the Commission or its staff, consensus among participants in the asset-backed securities markets, advice of counsel, or otherwise, and agrees to comply with requests made by the Issuer or the Administrator in good faith for delivery of information under these provisions on the basis of evolving interpretations of Regulation AB. In connection with this transaction, the Servicer shall cooperate fully with the Administrator and the Issuer to deliver to the Administrator or Issuer, as applicable (including any of its assignees or designees), any and all statements, reports, certifications, records and any other information necessary in the good faith determination of the Issuer or the Administrator to permit the Issuer or Administrator (acting on behalf of the Issuer) to comply with the provisions of Regulation AB, together with such disclosures relating to the Servicer, any Subservicer and the Receivables, or the servicing of the Receivables, reasonably believed by the Issuer or the Administrator to be necessary in order to effect such compliance.

SECTION 10.14 Notice of Requests. The Issuer and the Administrator (including any of its assignees or designees) shall cooperate with the Servicer by providing timely notice of requests for information under these provisions and by reasonably limiting such requests to information required, in the reasonable judgment or the Issuer or the Administrator, as applicable, to comply with Regulation AB.

SECTION 10.15 Regulation RR Risk Retention. TMCC, as “sponsor” within the meaning of the Credit Risk Retention Rules, shall cause the Seller to retain the “eligible vertical interest” (as defined in the Credit Risk Retention Rules) (the “Retained Interest”) on the Closing Date and TMCC will not, and will cause the Seller and each Affiliate of TMCC not to, sell, transfer, finance or hedge the Retained Interest except as permitted by the Credit Risk Retention Rules. This Section 10.15 shall survive the termination of this Agreement and any resignation by, or termination of, TMCC in its capacity as Servicer hereunder.

SECTION 10.16 Submission to Jurisdiction. Each party submits to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York State Court sitting in New York, New York for legal proceedings relating to this Agreement. Each party irrevocably waives, to the fullest extent permitted by law, any objection that it may now or in the future have to the venue of a proceeding brought in such a court and any claim that the proceeding was brought in an inconvenient forum.

SECTION 10.17 WAIVER OF JURY TRIAL. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT

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PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

ARTICLE XI

ASSET REPRESENTATIONS REVIEW; DISPUTE RESOLUTION

SECTION 11.01 Asset Representations Review.

(a) Upon the occurrence of a Delinquency Trigger with respect to any Collection Period, the Servicer will promptly send to TMCC, the Administrator, the Indenture Trustee and each Noteholder (and to each applicable Clearing Agency for distribution to Note Owners in accordance with the rules of such Clearing Agency) a notice describing (i) the occurrence of the Delinquency Trigger, and including reasonably detailed calculations thereof, and (ii) the rights of the Noteholders and Note Owners regarding an Asset Representations Review (including a description of the method by which Noteholders and Note Owners may contact the Indenture Trustee in order to request a Noteholder vote in respect of an Asset Representations Review).

(b) If the Indenture Trustee notifies the Servicer pursuant to Section 12.02 of the Indenture that sufficient Noteholders have voted within the required time to initiate an Asset Representations Review of all ARR Receivables by the Asset Representations Reviewer pursuant to the Asset Representations Review Agreement, then the Servicer shall:

(i) promptly notify the Asset Representations Reviewer and the Indenture Trustee of the number of ARR Receivables;

(ii) within sixty (60) days after receipt by the Servicer of such notice from the Indenture Trustee, render reasonable assistance, including granting access to copies of any underlying documents and Receivable Files and all other relevant documents, to the Asset Representations Reviewer to facilitate the performance of a review of all ARR Receivables, pursuant to Section 3.2(a) of the Asset Representations Review Agreement, in order to verify compliance with the representations and warranties made to the Issuer by the Seller and the Servicer; and

(iii) provide such other reasonable assistance to the Asset Representations Reviewer as it requests in order to facilitate its Asset Representations Review of the ARR Receivables pursuant to the Asset Representations Review Agreement.

The Servicer may redact any materials provided to the Asset Representations Reviewer in order to remove any personally identifiable customer information. Except for the measure described in the immediately preceding sentence, the Servicer will use commercially reasonable efforts not to change the meaning of such materials or their usefulness to the Asset Representations Reviewer in connection with its review pursuant to Section 3.2(a) of the Asset Representations Review Agreement.

SECTION 11.02 Dispute Resolution.

(a) If the Owner Trustee or any Noteholder or Verified Note Owner requests (by written notice to TMCC or the Seller) (any such party making a request, the “Requesting Party”), that a Receivable be repurchased due to an alleged breach of a representation and warranty in

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Section 3.01 of this Agreement or Section 2.03 of the Receivables Purchase Agreement, and the request has not been fulfilled or otherwise resolved to the reasonable satisfaction of the Requesting Party within one-hundred eighty (180) days of the receipt of such request by TMCC or the Seller (which, if sent by a Noteholder or Verified Note Owner to the Indenture Trustee, will be required to be forwarded by the Indenture Trustee to TMCC and the Seller in accordance with the terms of Section 7.02(d) of the Indenture), then the Requesting Party will have the right to refer the matter, at its discretion, to either mediation (including non-binding arbitration) or third-party binding arbitration pursuant to this Section 11.02. Dispute resolution to resolve repurchase requests will be available regardless of whether Noteholders and Verified Note Owners voted to direct an Asset Representations Review or whether the Delinquency Trigger occurred. The Seller will provide written direction to the Indenture Trustee instructing it to notify the Requesting Party of the date when the 180-day period ends without resolution by the appropriate party, which written direction will specify the identity of such Requesting Party and the date as of which such 180-day period shall have ended. The Requesting Party must provide notice of its intention to refer the matter to mediation, to refer the matter to arbitration, or to institute a legal proceeding to the Seller within thirty (30) days after the delivery of such notice of the end of the 180-day period. The Seller agrees to participate in the resolution method selected by the Requesting Party.

(b) If the Requesting Party selects mediation (including non-binding arbitration) as the resolution method, the following provisions will apply:

(i) The mediation will be administered by JAMS pursuant to its Mediation Procedures in effect on the date hereof.

(ii) The mediator will be impartial, knowledgeable about and experienced with the laws of the State of New York and an attorney specializing in commercial litigation with at least 15 years of experience and who will be appointed from a list of neutrals maintained by JAMS. Upon being supplied a list of at least 10 potential mediators by JAMS each party will have the right to exercise two peremptory challenges within fourteen (14) days and to rank the remaining potential mediators in order of preference JAMS will select the mediator from the remaining attorneys on the list respecting the preference choices of the parties to the extent possible.

(iii) The parties will use commercially reasonable efforts to begin the mediation within thirty (30) days of the selection of the mediator and to conclude the mediation within sixty (60) days of the start of the mediation.

(iv) The fees and expenses of the mediation will be allocated as mutually agreed by the parties as part of the mediation.

(c) If the Requesting Party selects binding arbitration as the resolution method, the following provisions will apply:

(i) The arbitration will be administered by the AAA pursuant its Arbitration Rules in effect on the date of this Agreement.

(ii) The arbitral panel will consist of three members, (i) one to be appointed by the Requesting Party within five (5) Business Days of providing notice to the Seller of its

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selection of arbitration, (ii) one to be appointed by the Seller within five (5) Business Days of that appointment and (iii) the third, who will preside over the panel, to be chosen by the two party-appointed arbitrators within five (5) Business Days of the second appointment. If any party fails to appoint an arbitrator or the two party-appointed arbitrators fail to appoint the third within the stated time periods, then the appointments will be made by AAA pursuant to the Arbitration Rules. In each such case, each arbitrator will be impartial, knowledgeable about and experienced with the laws of the State of New York and an attorney specializing in commercial litigation with at least 15 years of experience.

(iii) Each arbitrator will be independent and will abide by the Code of Ethics for Arbitrators in Commercial Disputes in effect as of the date of this Agreement. Prior to accepting an appointment, each arbitrator must promptly disclose any circumstances likely to create a reasonable inference of bias or conflict of interest or likely to preclude completion of the hearings within the prescribed time schedule. Any arbitrator may be removed by AAA for cause consisting of actual bias, conflict of interest or other serious potential for conflict.

(iv) After consulting with the parties, the arbitral panel will devise procedures and deadlines for the arbitration, to the extent not already agreed to by the parties, with the goal of expediting the proceeding and completing the arbitration within ninety (90) days after appointment. The arbitral panel will have the authority to schedule, hear, and determine any and all motions, including dispositive and discovery motions, in accordance with then-prevailing New York law (including prehearing and post hearing motions), and will do so on the motion of any party to the arbitration.

(v) Notwithstanding whatever other discovery may be available under the Rules, unless otherwise agreed by the parties, each party to the arbitration will be presumptively limited to the following discovery in the arbitration: (A) four party witness depositions not to exceed five hours, and (B) one set of interrogations, document requests, and requests for admissions; provided that the arbitral panel will have the ability to grant the parties, or either of them, additional discovery to the extent that the arbitral panel determines good cause is shown that such additional discovery is reasonable and necessary.

(vi) The arbitral panel will make its final determination no later than ninety (90) days after appointment. The arbitral panel will resolve the dispute in accordance with the terms of this Agreement, and may not modify or change this Agreement in any way. The arbitral panel will not have the power to award punitive damages or consequential damages in any arbitration conducted by them. In its final determination, the arbitral panel will determine and award the costs of the arbitration (including the fees of the arbitral panel, cost of any record or transcript of the arbitration, and administrative fees) and reasonable attorneys' fees to the parties as determined by the arbitral panel in its reasonable discretion. The determination in any binding arbitration of the arbitral panel will be in writing and counterpart copies will be promptly delivered to the parties. The determination will be final and non-appealable and may be enforced in any court of competent jurisdiction.

(vii) By selecting binding arbitration, the selecting party is giving up the right to sue in court, including the right to a trial by jury.

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(viii) No person may bring a putative or certified class action to arbitration.

(d) The following provisions will apply to both mediations and arbitrations:

(i) Any mediation or arbitration will be held in New York, New York.

(ii) The details and existence of any unfulfilled repurchase request, any informal meetings, mediations or arbitration proceedings conducted under this Section 11.02, including all offers, promises, conduct and statements, whether oral or written, made in the course of the parties' attempt to informally resolve an unfulfilled repurchase request, and any discovery taken in connection with any arbitration, will be confidential, privileged and inadmissible for any purpose, including impeachment, in any mediation, arbitration or litigation, or other proceeding (including any proceeding under this Section 11.02). Such information will be kept strictly confidential and will not be disclosed or discussed with any third party (excluding a party's attorneys, experts, accountants and other agents and representatives, as reasonably required in connection with any resolution procedure under this Section 11.02), except as otherwise required by law, regulatory requirement or court order. If any party to a resolution procedure receives a subpoena or other request for information from a third party (other than a governmental regulatory body) for such confidential information, the recipient will promptly notify the other party to the resolution procedure and will provide the other party with the opportunity to object to the production of its confidential information.

(e) The sole duties and obligations of the Indenture Trustee under this Section 11.02 are to forward requests for repurchases, and to provide notices, in each case in the limited circumstances described in Section 11.02(a), and the Indenture Trustee shall have no other obligation whatsoever to participate in any dispute resolution, mediation or arbitration nor to determine if a repurchase request has been resolved.

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

TOYOTA AUTO RECEIVABLES 2022-C OWNER TRUST

By: WILMINGTON TRUST, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee on behalf of the Issuer

By: ___________________________________
Name:
Title:

TOYOTA AUTO FINANCE RECEIVABLES

LLC, Seller

By: ___________________________________
Name:
Title:

TOYOTA MOTOR CREDIT CORPORATION, Servicer

By: ___________________________________
Name:
Title:

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ACKNOWLEDGED AND ACCEPTED AS OF
THE DAY AND YEAR FIRST ABOVE WRITTEN:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
not in its individual capacity but solely as Indenture Trustee

By: ___________________________________
Name:
Title:

ACKNOWLEDGED, SOLELY WITH RESPECT TO SECTION 5.01(f),
AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN:

U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity but solely as Securities Intermediary

By: ___________________________________
Name:
Title:

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SCHEDULE A

Location of Receivable Files

1. Toyota Motor Credit Corporation, Technology Center - Chandler (TCX), 2121 South Price Road, Suite B106, Chandler, Arizona 85286

2. Toyota Motor Credit Corporation, Technology Center - Carrolton (DDC), 1649 W. Frankford Rd., Room CCB, Carrollton, Texas 75007

3. RouteOne LLC, 31500 Northwestern Hwy., Farmington Hills, Michigan 48334

4. Toyota Motor Credit Corporation, 3200 West Ray Road, Chandler, Arizona 85226

5. 200 Quality Circle, Suite 100, College Station, TX 77845

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SCHEDULE B

PERFECTION REPRESENTATIONS, WARRANTIES AND COVENANTS

In addition to the representations, warranties and covenants contained in this Agreement, the Seller hereby represents, warrants and covenants to the Issuer as follows on the Closing Date:

1. This Agreement creates a valid and continuing security interest (as defined in the applicable UCC) in the Receivables and the other Collateral in favor of the Issuer, which security interest is prior to all other Liens, and is enforceable as such against creditors of and purchasers from the Seller.

2. TMCC has taken all steps necessary to perfect its security interest against each Obligor in the property securing the Receivables.

3. The Receivables constitute "chattel paper" (including "tangible chattel paper" and "electronic chattel paper") within the meaning of the applicable UCC.

4. The Seller has caused or will have caused, within ten (10) days after the Closing Date, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under applicable law in order to perfect the security interest in the Receivables granted to the Issuer hereunder.

5. With respect to Receivables that constitute tangible chattel paper, such tangible chattel paper is in the possession of the Servicer, and the Servicer (in its capacity as custodian) is holding such tangible chattel paper solely on behalf and for the benefit of the Seller. With respect to Receivables that constitute electronic chattel paper, the Servicer has "control" of such electronic chattel paper within the meaning of Section 9-105 of the applicable UCC and the Servicer (in its capacity as custodian) is maintaining control of such electronic chattel paper solely on behalf and for the benefit of the Seller. No person other than the Servicer has "control" of any Receivable that is evidenced by electronic chattel paper.

6. Either (1) (i) only one authoritative copy of each contract that constitutes or evidences the Receivable exists, and each such authoritative copy (y) is unique, identifiable, and unalterable (other than with the participation of TMCC, in the case of an addition or change of an identified assignee and other than a revision that is readily identifiable as an authorized or unauthorized revision) and (z) has been communicated to and is maintained by the Servicer or a third party provider acting on behalf of TMCC, (ii) the authoritative copy of the related contract identifies only TMCC as the assignee thereof, (iii) each copy of the authoritative copy of the related contract and any copy of a copy are readily identifiable as copies that are not the authoritative copy and (iv) the Receivable has been established in a manner such that (a) all copies or revisions that add or change an identified assignee of the authoritative copy of each contract that constitutes or evidences the Receivable must be made with the participation of TMCC, and (b) all revisions of the authoritative copy of each contract that constitute or evidence the Receivable must be readily identifiable as an authorized or unauthorized revision or (2) each contract that constitutes or evidences the Receivable and the system pursuant to which TMCC

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has acquired such contract reliably establishes TMCC as the person to whom the related chattel paper was assigned.

7. In the case of a Receivable evidenced by an electronic record consisting of a copy or image stored in an electronic medium of the original contract that was signed by the related Obligor, the related contract was originated in the form of an original contract that constitutes “tangible chattel paper” within the meaning of the applicable UCC, such original contract was delivered to the Servicer and, in accordance with the Customary Servicing Practices of the Servicer, was or will be destroyed as soon as practicable after the expiration of 14 to 30 days after the conversion of such original contract to an electronic record by a scanning and imaging process. After destruction of the original contract, the related Receivable will be evidenced only by “electronic chattel paper” within the meaning of the applicable UCC.

8. The Seller has not authorized the filing of and is not aware of any financing statements against the Seller that include a description of collateral covering the Receivables other than any financing statement (i) relating to the conveyance of the Receivables by the Seller to the Issuer under this Agreement, (ii) relating to the conveyance of the Receivables by TMCC to the Seller under the Receivables Purchase Agreement, (iii) relating to the security interest granted to the Indenture Trustee under the Indenture or (iv) that has been terminated. The Seller is not aware of any material judgment, ERISA or tax lien filings against the Seller.

9. The Servicer, in its capacity as custodian, has in its possession or control (within the meaning of the applicable UCC) the record or records that constitute or evidence the Receivables. The tangible chattel paper or electronic chattel paper that constitute or evidence the Receivables do not have any marks or notations indicating that they have been pledged, assigned or otherwise conveyed to any Person other than TMCC, the Seller, the Issuer or the Indenture Trustee. All financing statements filed or to be filed against TMCC, the Seller and the Issuer in connection with the Receivables Purchase Agreement, this Agreement and the Indenture, respectively, contain a statement to the following effect: “A purchase of or security interest in any collateral described in this financing statement will violate the rights of the Secured Party.”

10. Notwithstanding any other provision of this Agreement or any other Basic Document, the perfection representations, warranties and covenants contained in this Schedule B shall be continuing, and remain in full force and effect until such time as all obligations under the Basic Documents and the Notes have been finally and fully paid and performed.

11. The Seller shall provide the Rating Agencies with prompt written notice of any material breach of the perfection representations, warranties and covenants contained in this Schedule B, and shall not, without satisfying the Rating Agency Condition, waive a breach of any of such perfection representations, warranties or covenants.

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EXHIBIT A

Form of Servicer's Certificate

(See Attached)

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Servicer's Certificate
for the Collection Period [x] through [x]
for Payment Date of [x]
Toyota Auto Receivables 2022-C Owner Trust

Toyota Auto Finance Receivables, LLC
SELLER

Toyota Motor Credit Corporation
SERVICER

Collection Period	**30/360 Days**
Interest Accrual Period	**Actual/360 Days**

Class	Initial Principal Balance	Final Scheduled Payment Date	Beginning Principal Balance	Beginning Principal Factor	First Priority Principal Distribution Amount	Second Priority Principal Distribution Amount	Regular Principal Distribution Amount	Ending Principal Balance	Ending Principal Factor
A-1									
A-2a									
A-2b									
A-3									
A-4									
B									
Total									

Class	Interest Rate	Interest Distributable Amount	Prior Interest Carryover	Interest Distribution Amount	Current Interest Carryover	Total Principal & Interest Distribution
A-1						
A-2a						
A-2b						
A-3						
A-4						
B						
Total						

Credit Enhancement

Reserve Account

Initial Deposit Amount
Specified Reserve Account Amount
Beginning Balance
Withdrawals
Amount Available for Deposit

Yield Supplement Overcollateralization Amount

Beginning Period Amount
Increase/(Decrease)
Ending Period Amount

Overcollateralization

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Amount Deposited to the Reserve Account

Reserve Account Balance Prior to Release

Reserve Account Required Amount

Reserve Account Release to Seller

Ending Reserve Account Balance

Adjusted Pool Balance

Total Note Balance

Ending Overcollateralization Amount

Overcollateralization Target Amount

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Servicer's Certificate
for the Collection Period [x] through [x]
for Payment Date of [x]

Toyota Auto Receivables 2022-C Owner Trust

Toyota Auto Finance Receivables, LLC
SELLER

Toyota Motor Credit Corporation
SERVICER

Collection Period	**30/360 Days**
Interest Accrual Period	**Actual/360 Days**

Liquidations of Charge-offs and Repossessions

	Current Period Only	**Cumulative**			
		Current Period	**Prior Period**	**Two Periods Prior**	**Three Periods Prior**
Number of Liquidated Receivables					
Gross Principal of Liquidated Receivables					
Principal of Repurchased Contracts, previously charged-off					
Net Liquidation Proceeds Received During the Collection Period					
Recoveries on Previously Liquidated Contracts					
Net Credit Losses					
Charge-off Rate (Number of Liquidated Receivables / Initial number of accounts in the pool)					
Number of Accounts with Liquidation Proceeds or Recoveries					
Ratio of Aggregate Net Losses to Average Portfolio Balance					
Number of Assets Experiencing a Net Loss					
Net Credit Losses for Assets Experiencing a Loss					
Average Net Loss on all assets that have Experienced a Net Loss					
Cumulative Net Loss Ratio					
Repossessed in Current Period		**vehicles**			

Pool Data

	Original	**Prior Month**	**Current Month**

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Receivables Pool Balance

Number of Contracts

Weighted Average APR

Weighted Average Remaining Term (Months)

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for the Collection Period [x] through [x]
for Payment Date of [x]

Toyota Auto Receivables 2022-C Owner Trust

Toyota Auto Finance Receivables, LLC
SELLER

Toyota Motor Credit Corporation
SERVICER

Collection Period	**30/360 Days**
Interest Accrual Period	**Actual/360 Days**

Collections

Principal Payments Received

Prepayments in Full

Interest Payments Received

Aggregate Net Liquidation Proceeds

Interest on Repurchased Contracts

Total Collections

Principal of Repurchased Contracts

Principal of Repurchased Contracts, prev charged-off

Adjustment on Repurchased Contracts

Total Repurchased Amount

Total Available Collections

Distributions

	Calculated Amount	Amount Paid	Shortfall
Servicing Fee			
Trustee and Other Fees/Expenses (capped at $300,000.00 per calendar year)			
Indenture Trustee			
Owner Trustee			
Asset Representations Reviewer			
Interest - Class A-1 Notes			
Interest - Class A-2a Notes			
Interest - Class A-2b Notes			
Interest - Class A-3 Notes			
Interest - Class A-4 Notes			
First Priority Principal Distribution Amount			
Interest - Class B Notes			
Second Priority Principal Distribution Amount			
Reserve Account Deposit			
Regular Principal Distribution Amount			
Additional Trustee and Other Fees/Expenses			
Indenture Trustee			
Owner Trustee			
Asset Representations Reviewer			
Excess Amounts to the Certificateholder			

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Servicer's Certificate
for the Collection Period [x] through [x]
for Payment Date of [x]
Toyota Auto Receivables 2022-C Owner Trust

Toyota Auto Finance Receivables, LLC
SELLER

Toyota Motor Credit Corporation
SERVICER

Collection Period	**30/360 Days**
Interest Accrual Period	**Actual/360 Days**

Noteholder Distributions

	Interest Distributed	Per $1000 of Original Balance	Principal Distributed	Per $1000 of Original Balance	Amount Distributed	Per $1000 of Original Balance
Class A-1 Notes						
Class A-2a Notes						
Class A-2b Notes						
Class A-3 Notes						
Class A-4 Notes						
Class B Notes						

Delinquent and Repossessed Contracts

	Percentage of Current Month Number of Contracts	Units	Percentage of Current Month Receivables Pool Balance	Balance
30-59 Days Delinquent				
60-89 Days Delinquent				
90-119 Days Delinquent				
120 or more Days Delinquent				
Total Delinquencies				
Total Delinquencies - Prior Period				
Total Delinquencies - Two Months Prior				
Total Delinquencies - Three Months Prior				
Receivables Pool Balance				
60-Day Delinquency Percentage				
Delinquency Trigger Percentage				
Has a Delinquency Trigger occurred in this Collection Period?				

Repossessed Vehicle Inventory* vehicles

*** Included with Delinquencies Above**

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Servicer's Certificate
for the Collection Period [x] through [x]
for Payment Date of [x]

Toyota Auto Receivables 2022-C Owner Trust

Toyota Auto Finance Receivables, LLC
SELLER

Toyota Motor Credit Corporation
SERVICER

[To be included on the Servicer's Certificate for the **first Collection Period only**:]

Credit Risk Retention

On the Closing Date, Toyota Auto Finance Receivables LLC retained $ of the Class A-1 Notes, $ of the Class A-2a Notes, $ of the Class A-2b Notes, $ of the Class A-3 Notes, $ of the Class A-4 Notes, $ of the Class B Notes and 100% of the Certificate.

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Servicer’s Certificate
for the Collection Period [x] through [x]
for Payment Date of [x]
Toyota Auto Receivables 2022-C Owner Trust

Toyota Auto Finance Receivables, LLC
SELLER

Toyota Motor Credit Corporation
SERVICER

EU and UK Risk Retention Compliance Confirmation

Toyota Motor Credit Corporation (“TMCC”) hereby confirms its continued compliance, as of the date of this Servicer’s Certificate, with its agreements in the Receivables Purchase Agreement, dated as of August 16, 2022, between TMCC, as seller, and Toyota Auto Finance Receivables LLC (the “Depositor”), as purchaser, and with reference to EU Securitization Rules and the UK Securitization Rules as in effect and applicable on August 2, 2022, to: (a) in its capacity as an “originator” for purposes of the EU Securitization Regulation and the UK Securitization Regulation, retain, on an ongoing basis, a material net economic interest of not less than 5% of the nominal value of each of the tranches sold or transferred to investors within the meaning of paragraph 3(a) of Article 6 of the EU Securitization Regulation and paragraph 3(a) of Article 6 of the UK Securitization Regulation (the “SR Retained Interest”), by retaining, either directly or indirectly through the Depositor (its wholly-owned subsidiary that is a special purpose entity and not an operating company), at least 5% (by aggregate initial principal amount) of each class of the Notes; (b) not sell, transfer or otherwise surrender all or part of the rights, benefits or obligations arising from the SR Retained Interest or subject it to any credit risk mitigation or hedging, except to the extent permitted by the EU Securitization Rules and the UK Securitization Rules, in each case as in effect at the time of such hedging, mitigation, sale, transfer or surrender; and (c) not change the retention option or method of calculating its SR Retained Interest while any of the Notes are outstanding, except in accordance with the EU Securitization Rules and the UK Securitization Rules, in each case as in effect at the time of such change.

For purposes of the immediately preceding paragraph: (a) “EU Securitization Regulation” means Regulation (EU) 2017/2402 of the European Parliament and of the Council of December 12, 2017, laying down a general framework for securitization and creating a specific framework for simple, transparent and standardized securitization and amending certain other EU directives and regulations as amended; (b) “UK Securitization Regulation” means the EU Securitization Regulation, as applicable on December 31, 2020, which was retained as part of the domestic law of the United Kingdom pursuant to The European Union (Withdrawal) Act 2018, as amended (the “EUWA”), and was amended by the Securitisation (Amendment) (EU Exit) Regulations 2019, as so retained and so amended and as further amended from time to time; (c) “EU Securitization Rules” means the EU Securitization Regulation (as amended), together with all relevant regulatory implementing regulations in relation thereto pursuant to any transitional arrangements made pursuant to the EU Securitization Regulation, and in each case, any relevant guidance and directions published in relation thereto by the European Banking Authority or the European Securities and Markets Authority or the European Insurance and Occupational Pensions Authority (or, in either case, any predecessor authority) or by the European Commission, in each case as amended and in effect from time to time; and (d) “UK Securitization Rules” means the UK Securitization Regulation (as amended), together with (i) all applicable binding technical standards made under the UK Securitization Regulation, (b) any European Union regulatory technical standards or implementing technical standards relating to the EU Securitization Regulation (including without limitation such regulatory technical standards or implementing technical standards which are applicable pursuant to any transitional provisions of the EU Securitization Regulation) forming part of United Kingdom domestic law by operation of the EUWA, (c) all relevant guidance, policy statements or directions relating to the application of the UK Securitization Regulation (or any binding technical standards) published by the Financial Conduct Authority and/or the Prudential Regulation Authority (or their successors), (d) any guidelines relating to the application of the EU Securitization Regulation which are applicable in the United Kingdom, (e) any other transitional, saving or other provision relevant to the UK Securitization Regulation by virtue of the operation of the EUWA and (f) any other applicable laws, acts, statutory instruments, rules, guidance or policy statements published or enacted relating to the UK Securitization Regulation, in each case as may be further amended, supplemented or replaced from time to time.

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Servicer's Certificate
for the Collection Period [x] through [x]
for Payment Date of [x]

Toyota Auto Receivables 2022-C Owner Trust

Toyota Auto Finance Receivables, LLC
SELLER

Toyota Motor Credit Corporation
SERVICER

I hereby certify to the best of my knowledge that
the report provided is true and correct.

____

Name:
Title:

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EXHIBIT B

FORM OF ANNUAL CERTIFICATION

Re: The Sale and Servicing Agreement, dated as of August 16, 2022 (the "Agreement"), among Toyota Auto Receivables 2022-C Owner Trust (the "Issuer"), Toyota Auto Finance Receivables LLC ("TAFR LLC" or the "Depositor") and Toyota Motor Credit Corporation (the "Servicer").

I, ________________________________, the ________________________ [NAME OF COMPANY] (the "Company"), certify to the Issuer and the Depositor, and their officers, with the knowledge and intent that they will rely upon this certification, that:

(1) I have reviewed the servicer compliance statement of the Company provided in accordance with Item 1123 of Regulation AB (the "Compliance Statement"), the report on assessment of the Company's compliance with the servicing criteria set forth in Item 1122(d) of Regulation AB (the "Servicing Criteria"), provided in accordance with Rules 13a-18 and 15d-18 under Securities Exchange Act of 1934, as amended (the "Exchange Act") and Item 1122 of Regulation AB (the "Servicing Assessment"), the registered public accounting firm's attestation report provided in accordance with Rules 13a-18 and 15d-18 under the Exchange Act and Section 1122(b) of Regulation AB (the "Attestation Report"), and all servicing reports, officer's certificates and other information relating to the servicing of the Receivables by the Company during 20__ that were delivered by the Company to the Issuer and the Depositor pursuant to the Agreement (collectively, the "Company Servicing Information");

(2) Based on my knowledge, the Company Servicing Information, taken as a whole, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in the light of the circumstances under which such statements were made, not misleading with respect to the period of time covered by the Company Servicing Information;

(3) Based on my knowledge, all of the Company Servicing Information required to be provided by the Company under the Agreement has been provided to the Issuer and the Depositor;

(4) I am responsible for reviewing the activities performed by the Company as servicer under the Agreement, and based on my knowledge and the compliance review conducted in preparing the Compliance Statement and except as disclosed in the Compliance Statement, the Servicing Assessment or the Attestation Report, the Company has fulfilled its obligations under the Agreement in all material respects; and

(5) The Compliance Statement required to be delivered by the Company pursuant to the Agreement, and the Servicing Assessment and Attestation Report required to be provided by the Company and by any Subservicer or Subcontractor pursuant to the Agreement, have been provided to the Issuer, the Administrator, the Depositor and the Trustees. Any material instances of noncompliance described in such reports have been

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disclosed to the Issuer, the Administrator and the Depositor. Any material instance of noncompliance with the Servicing Criteria has been disclosed in such reports.

Date: __________________________

By: ____________________________
Name:
Title:

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EXHIBIT C

SERVICING CRITERIA TO BE ADDRESSED IN ASSESSMENT OF COMPLIANCE

The assessment of compliance to be delivered by the Servicer, shall address, at a minimum, the criteria identified as below as "Applicable Servicing Criteria":

Reference	Criteria	
	General Servicing Considerations	
1122(d)(1)(i)	Policies and procedures are instituted to monitor any performance or other triggers and events of default in accordance with the transaction agreements.	X
1122(d)(1)(ii)	If any material servicing activities are outsourced to third parties, policies and procedures are instituted to monitor the third party's performance and compliance with such servicing activities.	X
1122(d)(1)(iii)	Any requirements in the transaction agreements to maintain a back-up servicer for the pool assets are maintained.	N/A
1122(d)(1)(iv)	A fidelity bond and errors and omissions policy is in effect on the party participating in the servicing function throughout the reporting period in the amount of coverage required by and otherwise in accordance with the terms of the transaction agreements.	N/A
1122(d)(1)(v)	Aggregation of information, as applicable, is mathematically accurate and the information conveyed accurately reflects the information.	X
	Cash Collection and Administration	
1122(d)(2)(i)	Payments on pool assets are deposited into the appropriate custodial bank accounts and related bank clearing accounts no more than two business days of receipt, or such other number of days specified in the transaction agreements.	X
1122(d)(2)(ii)	Disbursements made via wire transfer on behalf of an obligor or to an investor are made only by authorized personnel.	X[1]
1122(d)(2)(iii)	Advances of funds or guarantees regarding collections, cash flows or distributions, and any interest or other fees charged for such advances, are made, reviewed and approved as specified in the transaction agreements.	N/A
1122(d)(2)(iv)	The related accounts for the transaction, such as cash reserve accounts or accounts established as a form of overcollateralization, are separately maintained (e.g., with respect to commingling of cash) as set forth in the transaction agreements.	X
1122(d)(2)(v)	Each custodial account is maintained at a federally insured depository institution as set forth in the transaction agreements. For purposes of this criterion, "federally insured depository institution" with respect to a foreign financial institution means a foreign financial institution that meets the	X

1 Solely as it relates to remittance to the Indenture Trustee.

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Reference	Criteria	
	requirements of § 240.13k-1(b)(1) of the Securities Exchange Act.	
1122(d)(2)(vi)	Unissued checks are safeguarded so as to prevent unauthorized access.	N/A
1122(d)(2)(vii)	Reconciliations are prepared on a monthly basis for all asset-backed securities related bank accounts, including custodial accounts and related bank clearing accounts. These reconciliations: (A) are mathematically accurate; (B) are prepared within 30 calendar days after the bank statement cutoff date, or such other number of days specified in the transaction agreements; (C) are reviewed and approved by someone other than the person who prepared the reconciliation; and (D) contain explanations for reconciling items. These reconciling items are resolved within 90 calendar days of their original identification, or such other number of days specified in the transaction agreements.	X
	Investor Remittances and Reporting	
1122(d)(3)(i)	Reports to investors, including those to be filed with the Commission, are maintained in accordance with the transaction agreements and applicable Commission requirements. Specifically, such reports (A) are prepared in accordance with timeframes and other terms set forth in the transaction agreements; (B) provide information calculated in accordance with the terms specified in the transaction agreements; (C) are filed with the Commission as required by its rules and regulations; and (D) agree with investors' or the trustee's records as to the total unpaid principal balance and number of pool assets serviced by the servicer.	X
1122(d)(3)(ii)	Amounts due to investors are allocated and remitted in accordance with timeframes, distribution priority and other terms set forth in the transaction agreements.	X[2]
1122(d)(3)(iii)	Disbursements made to an investor are posted within two business days to the servicer's investor records, or such other number of days specified in the transaction agreements.	X[3]
1122(d)(3)(iv)	Amounts remitted to investors per the investor reports agree with cancelled checks, or other form of payment, or custodial bank statements.	X[3]
	Pool Asset Administration	
1122(d)(4)(i)	Collateral or security on pool assets is maintained as required by the transaction agreements or related pool asset documents.	X

2 Solely as it relates to allocation and remittance to the Indenture Trustee.
3 Solely as it relates to remittance to the Indenture Trustee.

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Reference	Criteria	
1122(d)(4)(ii)	Pool assets and related documents are safeguarded as required by the transaction agreements.	X
1122(d)(4)(iii)	Any additions, removals or substitutions to the asset pool are made, reviewed and approved in accordance with any conditions or requirements in the transaction agreements.	X
1122(d)(4)(iv)	Payments on pool assets, including any payoffs, made in accordance with the related pool asset documents are posted to the applicable servicer's obligor records maintained no more than two business days after receipt, or such other number of days specified in the transaction agreements, and allocated to principal, interest or other items (e.g., escrow) in accordance with the related pool asset documents.	X
1122(d)(4)(v)	The servicer's records regarding the pool assets agree with the servicer's records with respect to an obligor's unpaid principal balance.	X
1122(d)(4)(vi)	Changes with respect to the terms or status of an obligor's pool asset (e.g., loan modifications or re-agings) are made, reviewed and approved by authorized personnel in accordance with the transaction agreements and related pool asset documents.	X
1122(d)(4)(vii)	Loss mitigation or recovery actions (e.g., forbearance plans, modifications and deeds in lieu of foreclosure, foreclosures and repossessions, as applicable) are initiated, conducted and concluded in accordance with the timeframes or other requirements established by the transaction agreements.	X
1122(d)(4)(viii)	Records documenting collection efforts are maintained during the period a pool asset is delinquent in accordance with the transaction agreements. Such records are maintained on at least a monthly basis, or such other period specified in the transaction agreements, and describe the entity's activities in monitoring delinquent pool assets including, for example, phone calls, letters and payment rescheduling plans in cases where delinquency is deemed temporary (e.g., illness or unemployment).	X
1122(d)(4)(ix)	Adjustments to interest rates or rates of return for pool assets with variable rates are computed based on the related pool asset documents.	N/A
1122(d)(4)(x)	Regarding any funds held in trust for an obligor (such as escrow accounts): (A) such funds are analyzed, in accordance with the obligor's pool asset documents, on at least an annual basis, or such other period specified in the transaction agreements; (B) interest on such funds is paid, or credited, to obligors in accordance with applicable pool asset documents and state laws; and (C) such funds are returned to the obligor within 30 calendar days of full repayment of the related pool asset, or such other number of days specified in the transaction agreements.	N/A
1122(d)(4)(xi)	Payments made on behalf of an obligor (such as tax or insurance payments) are made on or before the related penalty or expiration dates, as indicated on the appropriate bills or notices for such payments, provided that such support has been received by the servicer at least 30 calendar days prior to these dates, or such other number of days specified in the transaction agreements.	N/A

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Reference	Criteria	
1122(d)(4)(xii)	Any late payment penalties in connection with any payment to be made on behalf of an obligor are paid from the servicer's funds and not charged to the obligor, unless the late payment was due to the obligor's error or omission.	N/A
1122(d)(4)(xiii)	Disbursements made on behalf of an obligor are posted within two business days to the obligor's records maintained by the servicer, or such other number of days specified in the transaction agreements.	N/A
1122(d)(4)(xiv)	Delinquencies, charge-offs and uncollectible accounts are recognized and recorded in accordance with the transaction agreements.	X
1122(d)(4)(xv)	Any external enhancement or other support, identified in Item 1114(a)(1) through (3) or Item 1115 of Regulation AB, is maintained as set forth in the transaction agreements.	N/A

By: ______________________________

Name:

Title:

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Exhibit 4.4

FORM OF RECEIVABLES PURCHASE AGREEMENT

between

TOYOTA MOTOR CREDIT CORPORATION,
as Seller

and

TOYOTA AUTO FINANCE RECEIVABLES LLC,
as Purchaser

Dated as of August 16, 2022

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RECEIVABLES PURCHASE AGREEMENT, dated as of August 16, 2022, between TOYOTA MOTOR CREDIT CORPORATION, a California corporation, as seller (the "Seller"), and TOYOTA AUTO FINANCE RECEIVABLES LLC, a Delaware limited liability company, as purchaser (the "Purchaser").

WHEREAS, the Seller and the Purchaser wish to set forth the terms pursuant to which the Receivables (as hereinafter defined) and certain other property are to be sold by the Seller to the Purchaser, which Receivables will be transferred by the Purchaser, pursuant to the Sale and Servicing Agreement (as hereinafter defined), to the Toyota Auto Receivables 2022-C Owner Trust (the "Issuer"), which will issue notes backed by such Receivables and the other property of the Issuer and one or more certificates representing fractional undivided interests in such Receivables and the other property of the Issuer.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, each party agrees as follows for the benefit of the other party and for the benefit of the Purchaser, Issuer and Indenture Trustee:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. Whenever used in this Agreement, the following words and phrases shall have the following meanings:

"Agreement" shall mean this Receivables Purchase Agreement and all amendments hereof and supplements hereto.

"Amount Financed" in respect of a Receivable means the aggregate amount advanced under such Receivable toward the purchase price of the related Financed Vehicle and any related costs, including but not limited to accessories, insurance premiums, service and warranty contracts and other items customarily financed as part of retail car, crossover utility vehicles, light-duty truck or sport utility vehicle installment sales contracts.

"Annual Percentage Rate" or "APR" of a Receivable means the annual rate of finance charges specified in such Receivable.

"Basic Documents" means this Receivables Purchase Agreement, the Trust Agreement, the Sale and Servicing Agreement, the Indenture, the Administration Agreement, the Securities Account Control Agreement, the Asset Representations Review Agreement and the other documents and certificates delivered in connection herewith and therewith.

"Closing Date" shall mean August 16, 2022.

"Cutoff Date" shall mean the close of business on June 30, 2022.

"Dealer Recourse" means, with respect to a Receivable, all recourse rights against the Dealer that originated the Receivable, and any successor Dealer, in respect of breaches of

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representations and warranties relating to the origination of the related Receivables and the perfection of the security interests in the related Financed Vehicles.

"Financed Vehicle" means, with respect to a Receivable, the related cars, crossover utility vehicles, light-duty trucks or sport utility vehicles, as the case may be, together with all accessions thereto, securing the related Obligor's indebtedness under such Receivable.

"Indenture Trustee" shall mean U.S. Bank Trust Company, National Association, as indenture trustee under the Indenture, or any successor trustee thereunder.

"Issuer" means the Toyota Auto Receivables 2022-C Owner Trust, a Delaware statutory trust.

"Lien" means any security interest, lien, charge, pledge, equity or encumbrance of any kind other than tax liens, mechanics' liens and any liens that attach to a Receivable or any property, as the context may require, by operation of law.

"Liquidation Proceeds" means, with respect to a Defaulted Receivable, all amounts realized with respect to such Receivable from whatever sources (including, without limitation, proceeds of any Insurance Policy), net of amounts that are required by law or such Receivable to be refunded to the related Obligor.

"Obligor" on a Receivable means the purchaser or co-purchasers of the related Financed Vehicle purchased in part or in whole by the execution and delivery of such Receivable or any other Person who owes or may be liable for payments under such Receivable.

"Owner Trustee" shall mean Wilmington Trust, National Association, not in its individual capacity but solely as owner trustee under the Trust Agreement, or any successor trustee thereunder.

"Purchaser" shall mean Toyota Auto Finance Receivables LLC, in its capacity as purchaser of the Receivables under this Agreement, and its successors and assigns.

"Receivable" means any retail installment sales contract executed by an Obligor in respect of a Financed Vehicle, and all proceeds thereof and payments thereunder, which Receivable shall be identified in the Schedule of Receivables attached as an Exhibit to the Transfer Notice delivered on the Closing Date, as amended from time to time.

"Receivable File" means with respect to each Receivable:

(a) the original tangible record constituting or forming a part of such Receivable that is tangible chattel paper (as such term is defined in Section 9-102 of the UCC) fully executed and "signed" (within the meaning of the UCC) by the related Obligor, or a copy or image of such original tangible record that is stored in an electronic medium that the Servicer maintains in accordance with its Customary Servicing Practices and that is a single "authoritative copy" (as such term is used in Section 9-105 of the UCC) of such Receivable, which authoritative copy identifies TMCC as the secured party under such Receivable or as the

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assignee of the secured party under such Receivable, or the authoritative copy of the electronic record evidencing electronic chattel paper initially authenticated by the related Obligor that (i) is maintained for TMCC by a third party provider acting on behalf of TMCC that (x) provides computer services that enables Dealers to create, store, control and assign electronic records, records constituting an "authoritative copy", and other related materials and (y) enables TMCC to accept assignment of, control, assign and store, the authoritative copy of such electronic chattel paper and electronic records and other related materials and (ii) identifies TMCC as the secured party under such Receivable or as the assignee of the secured party under such Receivable;

(b) the original credit application executed by the related Obligor (or a photocopy or other image thereof that the Servicer keeps on file in accordance with its Customary Servicing Practices), on TMCC's customary form, or on a form approved by TMCC;

(c) the original certificate of title (or evidence that such certificate of title has been applied for), or a photocopy or other image thereof of such documents that the Servicer keeps on file in accordance with the Servicer's Customary Servicing Practices, evidencing the security interest in the related Financed Vehicle; and

(d) any and all other documents (whether tangible or electronic) that the Seller or the Servicer, as the case may be, keeps on file, in accordance with its Customary Servicing Practices, relating to such Receivable or the related Obligor or Financed Vehicle, including documents evidencing or relating to any Insurance Policy.

"Receivables Purchase Price" shall mean $1,661,936,432.71.

"Sale and Servicing Agreement" shall mean the Sale and Servicing Agreement dated as of August 16, 2022, by and among Toyota Auto Receivables 2022-C Owner Trust, as issuer, Toyota Auto Finance Receivables LLC, as seller, and Toyota Motor Credit Corporation, as servicer, and as to which the Indenture Trustee is a third party beneficiary.

"Securities Account Control Agreement" shall have the meaning ascribed thereto in the Sale and Servicing Agreement.

"Seller" shall mean Toyota Motor Credit Corporation, in its capacity as seller of the Receivables under this Agreement, and its successors and assigns.

"Transfer Notice" means a notice substantially in the form of Exhibit A hereto.

"Trust Agreement" means the Amended and Restated Trust Agreement, dated as of August 16, 2022, by and between Toyota Auto Finance Receivables LLC, as depositor, and the Owner Trustee.

"Warranty Purchase Payment" means, with respect to a Payment Date and to a Warranty Receivable which is a Simple Interest Receivable repurchased by the Seller as of the close of business on the last day of the related Collection Period, the sum of (a) the unpaid Principal

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Balance owed by the Obligor in respect of such Receivable as of the last day of the related Collection Period plus (b) interest on such unpaid Principal Balance at a rate equal to the related APR up to and including the last day of the related Collection Period.

"Warranty Receivable" means a Receivable purchased by the Seller pursuant to Section 2.04.

SECTION 1.02. Other Definitional Provisions.

(a) All capitalized terms not otherwise defined in this Agreement shall have the defined meanings used in the Sale and Servicing Agreement or Trust Agreement, as the case may be.

(b) With respect to all terms in this Agreement, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to "writing" include printing, typing, lithography and other means of reproducing words in a visible form; references to agreements and other contractual instruments include all subsequent amendments, amendments and restatement and supplement thereto or changes therein entered into in accordance with their respective terms and not prohibited by this Agreement; references to Persons include their permitted successors and assigns; the words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; and the term "including" means "including without limitation.

ARTICLE II

CONVEYANCE OF RECEIVABLES

SECTION 2.01. Conveyance of Receivables.

(a) Subject to the terms and conditions of this Agreement, on the Closing Date the Seller agrees to sell, transfer, assign and otherwise convey to the Purchaser, and the Purchaser agrees to purchase from the Seller, without recourse (subject to the Seller's obligations hereunder):

(i) all right, title and interest of the Seller in and to the Receivables and all monies due thereon or paid thereunder or in respect thereof (including proceeds of the repurchase of Receivables by the Seller pursuant to Section 2.04) after the Cutoff Date;

(ii) the interest of the Seller in the security interests in the Financed Vehicles granted by the Obligors pursuant to the Receivables and any accessions thereto;

(iii) the interest of the Seller in any proceeds of any Insurance Policies relating to the Receivables or the Obligors;

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(iv) the interest of the Seller in any Dealer Recourse;

(v) the right of the Seller to realize upon any property (including the right to receive future Liquidation Proceeds) that shall have secured a Receivable and have been repossessed in accordance with the terms thereof; and

(vi) all proceeds of the foregoing.

The parties hereto intend that the conveyance hereunder be a sale. In the event that the conveyance hereunder is not for any reason considered a sale, the Seller hereby grants to the Purchaser a first priority perfected security interest in all of its right, title and interest in, to and under the Receivables, and all other property conveyed hereunder and listed in this Section and all proceeds of any of the foregoing. The parties intend that this Agreement constitute a security agreement under applicable law. Such grant is made to secure the payment of all amounts payable hereunder, including, without limitation, the Receivables Purchase Price.

In connection with the sale of the Receivables by the Seller to the Purchaser, the Seller agrees to deliver a Transfer Notice identifying the Receivables to the Purchaser on the Closing Date.

(b) In connection with the foregoing conveyance, the Seller agrees to record and file, at its own expense, one or more financing statements with respect to the Receivables now existing and hereafter created for the sale of chattel paper (as defined in Section 9-102 of the UCC as in effect in the State of California) meeting the requirements of applicable state law in such manner as is necessary to perfect the sale of the Receivables to the Purchaser, and the proceeds thereof (and any continuation statements as are required by applicable state law), and to deliver a file-stamped copy to the Indenture Trustee of each such financing statement (or continuation statement) or other evidence of such filings (which may, for purposes of this Section, consist of telephone confirmation of such filings with the file stamped copy of each such filings to be provided to the Purchaser in due course), as soon as is practicable after receipt by the Seller thereof.

In connection with the foregoing conveyance, the Seller further agrees, at its own expense, on or prior to the Closing Date (i) to annotate and indicate in its electronic files which are maintained for the purpose of identifying retail installment sales contracts which have been transferred in connection with securitizations to show that the Receivables have been transferred to the Purchaser pursuant to this Agreement, (ii) to deliver to the Purchaser a computer file or printed or microfiche list containing a true and complete list of all such Receivables, identified by account number and by the Principal Balance of each Receivable as of the Cutoff Date, which file or list shall be delivered to the Purchaser on the Closing Date and is hereby incorporated into and made a part of this Agreement and (iii) to deliver the Receivable Files to or upon the order of the Purchaser.

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SECTION 2.02. Representations and Warranties of the Seller and the Purchaser.

(a) The Seller hereby represents and warrants to the Purchaser as of the date of this Agreement that:

(i) Organization and Good Standing. The Seller shall have been duly organized and shall be validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation, with power and authority to own its properties and to conduct its business as such properties shall be currently owned and such business is presently conducted, and had at all relevant times, and shall now have, corporate power, authority and legal right to acquire, own and sell the Receivables.

(ii) Due Qualification. The Seller shall be duly qualified to do business as a foreign corporation in good standing, and shall have obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business shall require such qualifications and where the failure to so qualify will have a material adverse effect on the ability of the Seller to conduct its business or perform its obligations under this Agreement.

(iii) Power and Authority. The Seller shall have the corporate power and authority to execute and deliver this Agreement and to carry out its terms; the Seller shall have full power and authority to sell the property to be sold pursuant to this Agreement; and the execution, delivery and performance of this Agreement shall have been duly authorized by the Seller by all necessary action.

(iv) Binding Obligation. This Agreement shall have been duly authorized by all necessary corporate action on the part of the Seller and shall evidence a valid sale, transfer and assignment of the Receivables, enforceable against creditors of and purchasers from the Seller; and shall constitute a legal, valid and binding obligation of the Seller enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally or by general equity principles.

(v) No Violation. The consummation of the transactions contemplated by this Agreement and the fulfillment of the terms of this Agreement shall not conflict with, result in any breach of any of the terms and provisions of, nor constitute (with or without notice or lapse of time) a default under, the articles of incorporation or bylaws of the Seller or any indenture, agreement or other instrument to which the Seller is a party or by which it shall be bound; nor result in the creation or imposition of any Lien upon any of its properties pursuant to the terms of any such indenture, agreement or other instrument (other than the Basic Documents), nor violate any law or, to the best of the Seller's knowledge, any order, rule or regulation applicable to the Seller of any court or of any federal or

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state regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Seller or its properties which breach, default, conflict, lien or violation would have a material adverse effect on the earnings or business affairs of the Seller.

(vi) No Proceedings. There is no action, suit or proceeding before or by any court or governmental agency or body, domestic or foreign, now pending, or to the Seller's knowledge, threatened, against or affecting the Seller: (i) asserting the invalidity or unenforceability of this Agreement, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement or (iii) seeking any determination or ruling that might materially and adversely affect the performance by the Seller of its obligations under, or the validity or enforceability of, this Agreement.

(vii) Intent to Sell. It is the intention of the Seller that the transfer and assignment herein contemplated, taken as a whole, constitute a sale of the Receivables from the Seller to the Purchaser and that the beneficial interest in and title to the Receivables not be part of the Seller's estate in the event of the filing of a bankruptcy petition by or against the Seller under any bankruptcy law.

(viii) Schedule of Receivables to the Transfer Notice. As of the Cutoff Date, the information set forth in the Schedule of Receivables attached to the Transfer Notice shall be true and correct in all material respects.

(ix) No Adverse Selection. No selection procedures adverse to the Securityholders shall have been utilized in selecting the Receivables from those new and used car, crossover utility vehicles, light-duty truck and sport utility vehicle receivables of TMCC that met the selection criteria set forth in this Agreement.

(x) No Restriction on Sale. The Seller has not entered into any agreement with any Person that prohibits, restricts or conditions the sale of any Receivable by the Seller.

(xi) Perfection Representations, Warranties and Covenants. The Seller hereby makes the perfection representations, warranties and covenants set forth on Schedule I hereto to the Purchaser and the Purchaser shall be deemed to have relied on such representations, warranties and covenants in acquiring the Receivables.

(b) The Purchaser hereby represents and warrants to the Seller as of the date of this Agreement that:

(i) Organization and Good Standing. The Purchaser shall have been duly organized and shall be validly existing as a limited liability company in good standing under the laws of the State of Delaware, with power and authority to

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own its properties and to conduct its business as such properties shall be currently owned and such business is presently conducted, and had at all relevant times, and shall now have, power, authority and legal right to acquire, own and sell the Receivables.

(ii) Due Qualification. The Purchaser shall be duly qualified to do business as a foreign limited liability company in good standing, and shall have obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business shall require such qualifications and where the failure to so qualify will have a material adverse effect on the ability of the Purchaser to conduct its business or perform its obligations under this Agreement.

(iii) Power and Authority. The Purchaser shall have the power and authority to execute and deliver this Agreement and to carry out its terms; the Purchaser shall have full power and authority to purchase the property to be purchased and shall have duly authorized such purchase; and the execution, delivery and performance of this Agreement shall have been duly authorized by the Purchaser by all necessary action.

(iv) Binding Obligation. This Agreement shall have been duly authorized by all necessary limited liability company action on the part of the Purchaser and shall evidence a valid sale, transfer and assignment of the Receivables, enforceable against creditors of and purchasers from the Purchaser; and shall constitute a legal, valid and binding obligation of the Purchaser enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally or by general equity principles.

(v) No Violation. The consummation of the transactions contemplated by this Agreement and the fulfillment of the terms of this Agreement shall not conflict with, result in any breach of any of the terms and provisions of, nor constitute (with or without notice or lapse of time) a default under, the Certificate of Formation or limited liability company agreement of the Purchaser or any indenture, agreement or other instrument to which the Purchaser is a party or by which it shall be bound; nor result in the creation or imposition of any Lien upon any of its properties pursuant to the terms of any such indenture, agreement or other instrument (other than the Basic Documents), nor violate any law or, to the best of the Purchaser's knowledge, any order, rule or regulation applicable to the Purchaser of any court or of any federal or state regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Purchaser or its properties which breach, default, conflict, lien or violation would have a material adverse effect on the earnings or business affairs of the Purchaser.

(vi) No Proceedings. There is no action, suit or proceeding before or by any court or governmental agency or body, domestic or foreign, now pending,

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or to the Purchaser's knowledge, threatened, against or affecting the Purchaser: (i) asserting the invalidity or unenforceability of this Agreement, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement or (iii) seeking any determination or ruling that might materially and adversely affect the performance by the Purchaser of its obligations under, or the validity or enforceability of, this Agreement.

(c) Survival and Notice of Breach. The representations and warranties set forth in this Section 2.02 shall survive the sale of the Receivables by the Seller to the Purchaser pursuant to this Agreement and the sale of the Receivables by the Purchaser to the Issuer pursuant to the Sale and Servicing Agreement and the pledge thereof to the Indenture Trustee pursuant to the Indenture. Upon discovery by the Seller or the Purchaser of a breach of any of the foregoing representations and warranties, the party discovering such breach shall give prompt written notice to the other party.

SECTION 2.03. Representations and Warranties of the Seller as to the Receivables.

(a) Eligibility of Receivables. The Seller makes the following representations and warranties as to the Receivables on which the Purchaser is deemed to have relied in acquiring the Receivables. Such representations and warranties speak as of the Cutoff Date and as of the Closing Date (unless, by its terms, a representation or warranty speaks specifically as of the Cutoff Date or the Closing Date, in which case, such representation or warranty speaks specifically as of such date only).

(i) Origination. Each Receivable was originated in the United States by a Dealer for the retail sale of the related Financed Vehicle in the ordinary course of such Dealer's business, has been fully and properly executed or electronically authenticated by the parties thereto, has been purchased by TMCC from such Dealer under an existing agreement with TMCC and has been validly assigned by such Dealer to TMCC.

(ii) Security Interest. With respect to each Receivable, as of the Closing Date, TMCC has, or has started procedures that will result in TMCC having, a perfected, first priority security interest in the related Financed Vehicle, which security interest was validly created and is assignable by the Seller to the Purchaser, and by the Purchaser to the Issuer.

(iii) Simple Interest. Each Receivable provides for scheduled monthly payments that fully amortize the Amount Financed by maturity (except for minimally different payments in the first or last month in the life of the Receivable) and provides for a finance charge or yield interest at its APR, in either case calculated based on the Simple Interest Method.

(iv) Prepayment. Each Receivable allows for prepayment without penalty.

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(v) Compliance with Law. To the Seller's knowledge, each Receivable complied in all material respects at the time it was originated with all requirements of applicable federal, state and local laws, and regulations thereunder.

(vi) Binding Obligation. Each Receivable is on a form contract containing customary and enforceable provisions that includes rights and remedies allowing the holder to enforce the obligation and realize on the related Financed Vehicle and represents the legal, valid and binding payment obligation in writing of the related Obligor, enforceable by the holder thereof in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity and consumer protection laws, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(vii) No Government Obligors. None of the Receivables is due from the United States or any state or local government, or from any agency, department or instrumentality of the United States or any state or local government.

(viii) Receivables in Force. As of the Cutoff Date, no Receivable has been satisfied, nor has any Financed Vehicle been released in whole or in part from the lien granted by the related Receivable.

(ix) No Amendments or Waivers. As of the Cutoff Date, no material provision of a Receivable has been amended, modified or waived in a manner that is prohibited by the provisions of the Sale and Servicing Agreement.

(x) No Defenses. To the Seller's knowledge, as of the Closing Date, no Receivable is subject to any right of rescission, setoff, counterclaim or defense, nor has any such right been asserted or threatened with respect to any Receivable.

(xi) No Payment Default. Except for payment delinquencies that have been continuing for a period of not more than 29 days, no payment default under the terms of any Receivable exists as of the Cutoff Date.

(xii) No Repossession. No Financed Vehicle has been repossessed without reinstatement as of the Cutoff Date.

(xiii) Insurance. The terms of each Receivable require the related Obligor to obtain and maintain physical damage insurance covering the related Financed Vehicle in accordance with TMCC's normal requirements. No Financed Vehicle was subject to force-placed insurance.

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(xiv) Good Title. Immediately prior to the transfer and assignment herein contemplated, the Seller had good and marketable title to each Receivable free and clear of all Liens and rights of others (other than pursuant to the Basic Documents) and, immediately upon the transfer and assignment thereof, the Purchaser will have good and marketable title to each Receivable, free and clear of all Liens and rights of others (other than pursuant to the Basic Documents).

(xv) Lawful Assignment. No Receivable has been originated in, or is subject to the laws of, any jurisdiction under which the sale, transfer and assignment of such Receivable under this Agreement, or pursuant to the Sale and Servicing Agreement or the pledge of such Receivable under the Indenture are unlawful, void or voidable. The terms of each Receivable do not limit the right of the owner of such Receivable to sell such Receivable.

(xvi) Additional Representations and Warranties. (A) Each Receivable is being serviced by TMCC as of the Closing Date; (B) as of the Cutoff Date, each Receivable is secured by a new or used car, crossover utility vehicles, light-duty truck or sport utility vehicle; (C) no Receivable was more than 29 days past due as of the Cutoff Date; and (D) as of the Cutoff Date, no Receivable was noted in the records of TMCC or the Servicer as being the subject of a bankruptcy proceeding or insolvency proceeding.

(b) Survival and Notice of Breach. The representations and warranties set forth in this Section 2.03 shall speak as of the execution and delivery of this Agreement, but shall survive the sale, transfer and assignment of the Receivables to the Purchaser, any subsequent assignment or transfer pursuant to Article Two of the Sale and Servicing Agreement and any subsequent pledge of the Receivables under the Indenture. The Purchaser or the Seller, or the Owner Trustee, as the case may be, shall inform the other party promptly, in writing, upon discovery of any breach of the Seller's representations and warranties pursuant to this Section which materially and adversely affects the interests of the Purchaser (or any assignee thereof) in any Receivable.

SECTION 2.04. Repurchase of Receivables. In the event of a breach of any representation or warranty set forth in Section 2.03(a) which materially and adversely affects the interest of the Purchaser (or any assignee thereof) in any Receivable, without regard to any limitation set forth in such representation or warranty concerning the knowledge of the Seller as to the facts stated therein, unless such breach shall have been cured in all material respects, the Seller shall repurchase such Receivable by the last day of the second Collection Period following the Collection Period in which the discovery of the breach is made or notice is received, as the case may be. This repurchase obligation shall obtain for all representations and warranties of the Seller contained in Section 2.03(a) of this Agreement whether or not the Seller has knowledge of the breach at the time of the breach or at the time the representations and warranties were made. In consideration of the purchase of any such Receivable, the Seller shall remit an amount equal to the Warranty Purchase Payment in respect of such Receivable to the Purchaser. Except as described below, the sole remedy of the Purchaser (or any assignee thereof) with respect to a breach of the Seller's representations and warranties pursuant to this Agreement shall be to

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require the Seller to repurchase the related Receivable pursuant to this Section. Upon any such repurchase, the Purchaser shall, without further action, be deemed to transfer, assign, set-over and otherwise convey to the Seller, without recourse, representation or warranty, all the right, title and interest of the Purchaser in, to and under such repurchased Receivable, all monies due or to become due with respect thereto and all proceeds thereof. The Purchaser or the Owner Trustee, as applicable, shall execute such documents and instruments of transfer or assignment and take such other actions as shall reasonably be requested by the Seller to effect the conveyance of such Receivable pursuant to this Section. The sole remedy of the Purchaser, the Issuer, the Owner Trustee, the Indenture Trustee or the Securityholders with respect to a breach of the Seller's representations and warranties pursuant to Section 2.03(a) shall be to require the Seller to repurchase the related Receivables pursuant to this Section.

SECTION 2.05. Covenants of the Seller. The Seller hereby covenants that:

(a) Security Interests. Except for the conveyances hereunder and any subsequent pledge of the Receivables under the Indenture, the Seller will not sell, pledge, assign or transfer to any other Person, or grant, create, incur, assume or suffer to exist any Lien on any Receivable, whether now existing or hereafter created, or any interest therein, the Seller will immediately notify the Purchaser of the existence of any Lien on any Receivable and, in the event that the interests of the Purchaser (or any assignee thereof) in such Receivable are materially and adversely affected, such Receivable shall be repurchased from the Purchaser by the Seller in the manner and with the effect specified in Section 2.04, and the Seller shall defend the right, title and interest of the Purchaser in, to and under the Receivables, whether now existing or hereafter created, against all claims of third parties claiming through or under the Seller; provided, however, that nothing in this subsection shall prevent or be deemed to prohibit the Seller from suffering to exist upon any of the Receivables, Liens for municipal or other local taxes if such taxes shall not at the time be due and payable or if the Seller shall currently be contesting the validity of such taxes in good faith by appropriate proceedings and shall have set aside on its books adequate reserves with respect thereto.

(b) Delivery of Payments. The Seller agrees to deliver in kind upon receipt to the Servicer under the Sale and Servicing Agreement (if other than the Seller) all payments received by the Seller in respect of the Receivables as soon as practicable after receipt thereof by the Seller from and after the appointment of the Servicer as Servicer under the Sale and Servicing Agreement with respect to Toyota Auto Receivables 2022-C Owner Trust.

(c) Conveyance of Receivables. The Seller covenants and agrees that it will not convey, assign, exchange, allow control over or otherwise transfer the Receivables (other than Receivables repurchased pursuant to Section 2.04) to any Person prior to the termination of this Agreement pursuant to Article IV hereof.

(d) No Impairment. The Seller shall take no action, nor omit to take any action, which would impair the rights of the Purchaser in any Receivable, nor shall it, except as otherwise provided in or permitted by either this Agreement or the Sale and Servicing Agreement, reschedule, revise or defer payments due on any Receivable.

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ARTICLE III

PAYMENT OF RECEIVABLES PURCHASE PRICE

SECTION 3.01. Payment of Receivables Purchase Price. In consideration of the sale of the Receivables from the Seller to the Purchaser as provided in Section 2.01, on the Closing Date the Purchaser agrees to pay the Seller an amount equal to the Receivables Purchase Price.

ARTICLE IV

TERMINATION

SECTION 4.01. Termination. The respective obligations and responsibilities of the Seller and the Purchaser created hereby shall terminate, except for the indemnity obligations of the Seller as provided herein, upon the occurrence of (i) the discharge of all obligations of the Issuer under the Indenture and (ii) the termination of the Trust Agreement and dissolution of the Issuer as provided in Article IX of the Trust Agreement.

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 5.01. Amendment. This Agreement may be amended from time to time by the Purchaser and the Seller, without the consent of any of the Issuer, the Owner Trustee, the Indenture Trustee, the Noteholders or the Certificateholders, to cure any ambiguity, to correct or supplement any provisions in this Agreement or for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions in this Agreement or of modifying in any manner the rights of the Noteholders or the Certificateholders; provided, that either (i) an Officer's Certificate shall have been delivered by the Servicer to the Owner Trustee and the Indenture Trustee certifying that such officer reasonably believes that such proposed amendment will not materially and adversely affect the interest of any Noteholder or (ii) the Rating Agency Condition has been satisfied in respect of such proposed amendment.

This Agreement may also be amended from time to time by the Purchaser and the Seller, with prior written notice to the Rating Agencies, and, if the interests of the Noteholders are materially and adversely affected, with the consent of the Holders of Notes evidencing at least a majority of the Outstanding Amount of the Controlling Class of Notes, acting together as a single Class, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement or of modifying in any manner the rights of the Noteholders or Certificateholders under this Agreement.

No amendment otherwise permitted under this Section 5.01 (except as described in the last sentence of this paragraph) may (x) increase or reduce in any manner the amount of, or accelerate or delay the timing of, collections of payments on the Receivables or distributions required to be made for the benefit of any Noteholders or Certificateholders without the consent of all Noteholders and Certificateholders adversely affected thereby, or (y) reduce the percentage

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of the Notes or Certificates which are required to consent to any such amendment without the consent of the Noteholders and Certificateholders adversely affected thereby; provided, that any amendment referred to in clause (x) or (y) above shall be deemed to not adversely affect any Noteholder if the Rating Agency Condition has been satisfied in respect of such proposed amendment. No amendment referred to in clause (x) in the immediately preceding sentence shall be permitted unless an Officer's Certificate shall have been delivered by the Servicer to the Owner Trustee and the Indenture Trustee certifying that such officer reasonably believes that such proposed amendment will not materially and adversely affect the interest of any Noteholder or Certificateholder whose consent was not obtained. Notwithstanding the immediately preceding two sentences, this Agreement may also be amended by the parties hereto, without the consent of the Noteholders or the Certificateholders, for the purpose of conforming the provisions in this Agreement to the descriptions thereof contained in the prospectus, dated August 8, 2022, related to the offering of the Class A Notes.

Promptly after the execution of any such amendment or consent, the Seller shall furnish written notification of the substance of such amendment or consent to the Certificateholder, the Indenture Trustee, the Owner Trustee and each of the Rating Agencies.

It shall not be necessary for the consent of the Certificateholders, the Noteholders or the Indenture Trustee pursuant to this Section to approve the particular form of any proposed amendment or consent, but it shall be sufficient if such consent shall approve the substance thereof. The manner of obtaining such consents (and any other consents of Certificateholders provided for in this Agreement or in any other Basic Document) and of evidencing the authorization of the execution thereof by the Certificateholders shall be subject to such reasonable requirements as the Owner Trustee may prescribe.

SECTION 5.02. Protection of Right, Title and Interest to Receivables.

(a) The Seller, at its expense, shall cause this Agreement, all amendments hereto and/or all financing statements and continuation statements and any other necessary documents covering the Purchaser's right, title and interest to the Receivables and other property conveyed by the Seller to the Purchaser hereunder to be promptly recorded, registered and filed, and at all times to be kept recorded, registered and filed, all in such manner and in such places as may be required by law fully to preserve and protect the right, title and interest of the Purchaser hereunder to all of the Receivables and such other property. The Seller shall deliver to the Purchaser file-stamped copies of, or filing receipts for, any document recorded, registered or filed as provided above, as soon as available following such recording, registration or filing. The Purchaser shall cooperate fully with the Seller in connection with the obligations set forth above and will execute any and all documents reasonably required to fulfill the intent of this subsection.

(b) Within thirty (30) days after the Seller makes any change in its name, identity or corporate structure which would make any financing statement or continuation statement filed in accordance with paragraph (a) above seriously misleading within the meaning of Section 9-507 of the UCC as in effect in the applicable state, the Seller shall give the Purchaser notice of any such change and shall execute and file such financing statements or

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amendments as may be necessary to continue the perfection of the Purchaser's security interest in the Receivables and the proceeds thereof.

(c) The Seller shall notify the Purchaser within thirty (30) days after any relocation of its principal executive office or state of incorporation, if, as a result of such relocation, the applicable provisions of the UCC as in effect in the applicable state would require the filing of any amendment of any previously filed financing or continuation statement or of any new financing statement and shall promptly file such financing statements or amendments.

(d) The Seller shall maintain its computer systems so that, from and after the time of sale under this Agreement of the Receivables, the Seller's electronic files which are maintained for the purpose of identifying retail installment sales contracts which have been transferred in connection with securitizations will show the interest of the Purchaser (or its assignee) in such Receivables and that such Receivables are owned by the Purchaser (or its assignee). Indication of these respective interests in a Receivable shall be deleted from or modified on the Seller's computer systems when, and only when, the related Receivable shall have become a Liquidated Receivable or been repurchased.

(e) If at any time the Seller shall propose to sell, grant a security interest in, or otherwise transfer any interest in automotive receivables to, any prospective purchaser, lender or other transferee, the Seller shall give to such prospective purchaser, lender or other transferee computer tapes, records or printouts that, if they shall refer in any manner whatsoever to any Receivable, shall indicate clearly that such Receivable has been sold and is owned by the Purchaser.

SECTION 5.03. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

SECTION 5.04. Notices. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail, return receipt requested, to (a) in the case of the Purchaser, to Toyota Auto Finance Receivables LLC, 6565 Headquarters Drive, W2-3D, Plano, Texas 75024-5965, Attention: President; and (b) in the case of Toyota Motor Credit Corporation, 6565 Headquarters Drive, W2-3D, Plano, Texas 75024-5965, Attention: Treasury Operations Department, (469) 486-9013, with a copy by electronic mail to TFS_Treasury_Operations@toyota.com; or, as to any of such Persons, at such other address as shall be designated by such Person in a written notice to the other Persons.

SECTION 5.05. Severability of Provisions. If any one or more of the covenants, agreements, provisions or terms of this Agreement shall for any reason whatsoever be held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the

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remaining covenants, agreements, provisions and terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement.

SECTION 5.06. Assignment. This Agreement may not be assigned by the Purchaser or the Seller except as contemplated by this Section 5.06, Section 5.14 of this Agreement, and by the Sale and Servicing Agreement; provided, however, that simultaneously with the execution and delivery of this Agreement, the Purchaser shall assign all of its right, title and interest herein to the Issuer, which, in turn, will pledge its rights to the Indenture Trustee for the benefit of the Noteholders as provided in Section 2.01 of the Sale and Servicing Agreement, to which the Seller hereby expressly consents. The Seller agrees to perform its obligations hereunder for the benefit of the Issuer and that the Indenture Trustee may enforce the provisions of this Agreement, exercise the rights of the Purchaser and enforce the obligations of the Seller hereunder without the consent of the Purchaser.

SECTION 5.07. Further Assurances. The Seller and the Purchaser agree to do and perform, from time to time, any and all acts and to execute any and all further instruments required or reasonably requested by the other party hereto or by the Issuer or the Indenture Trustee more fully to effect the purposes of this Agreement, including, without limitation, the execution of any financing statements, amendments, continuation statements or releases relating to the Receivables for filing under the provisions of the UCC or other law of any applicable jurisdiction.

SECTION 5.08. No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Purchaser, the Issuer, the Indenture Trustee or the Seller, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exhaustive of any rights, remedies, powers and privileges provided by law.

SECTION 5.09. Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts (and by different parties on separate counterparts), each of which shall be an original, but all of which together shall constitute one and the same instrument. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SECTION 5.10. Third-Party Beneficiaries. This Agreement will inure to the benefit of and be binding upon the parties hereto, the Issuer and the Indenture Trustee for the benefit of the Noteholders, each of which shall be considered to be a third-party beneficiary hereof. Except as otherwise provided in this Agreement, no other Person will have any right or obligation hereunder.

SECTION 5.11. Merger and Integration. Except as specifically stated otherwise herein, this Agreement sets forth the entire understanding of the parties relating to the subject

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matter hereof, and all prior understandings, written or oral, are superseded by this Agreement. This Agreement may not be modified, amended, waived or supplemented except as provided herein.

SECTION 5.12. Headings. The headings herein are for purposes of reference only and shall not otherwise affect the meaning or interpretation of any provision hereof.

SECTION 5.13. Indemnification. The Seller shall indemnify and hold harmless the Purchaser from and against any and all costs, expenses, losses, claims, damages, injury and liabilities to the extent that such cost, expense, loss, claim, damage or liability arose out of, and was imposed upon such Person by reason of (i) any failure of a Receivable to have been originated in compliance with all applicable requirements of law or (ii) the willful misconduct or negligence of the Seller in the performance of its duties under this Agreement, or by reason of reckless disregard of its obligations and duties under this Agreement, including, but not limited to, any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim; provided, however, that the Seller shall not indemnify any such Person if such acts, omissions or alleged acts or omissions constitute negligence or willful misconduct by the Purchaser. In case any such action is brought against a party indemnified under this Section 5.13 and it notifies the Seller of the commencement thereof, the Seller will assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who may, unless there is, as evidenced by an Opinion of Counsel stating that there is an unwaivable conflict of interest, be counsel to the Seller), and the Seller will not be liable to such indemnified party under this Section for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof, other than reasonable costs of investigation.

SECTION 5.14. Merger or Consolidation of, or Assumption of the Obligations of, the Seller.

(a) The Seller shall not consolidate with or merge into any other corporation or convey or transfer its properties and assets substantially as an entirety to any Person, unless:

(i) The Person formed by such consolidation or into which the Seller is merged or the Person which acquires by conveyance or transfer the properties and assets of the Seller substantially as an entirety shall be organized and existing under the laws of the United States or any State or the District of Columbia, and, if the Seller is not the surviving entity, shall expressly assume, by an agreement supplemental hereto, executed and delivered to the Purchaser, in form reasonably satisfactory to the Purchaser, the performance of every covenant and obligation of the Seller hereunder and shall benefit from all the rights granted to the Seller hereunder in all material respects; and

(ii) The Seller shall have delivered to the Purchaser an Officer's Certificate of the Seller and an Opinion of Counsel each stating that such consolidation, merger, conveyance or transfer and such supplemental agreement

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comply with this Section and that all conditions precedent herein provided for relating to such transaction have been complied with.

(b) The obligations of the Seller hereunder shall not be assignable nor shall any Person succeed to the obligations of the Seller hereunder except in each case in accordance with the provisions of the foregoing paragraph and of Section 5.06.

SECTION 5.15. Submission to Jurisdiction. Each party submits to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York State Court sitting in New York, New York for legal proceedings relating to this Agreement. Each party irrevocably waives, to the fullest extent permitted by law, any objection that it may now or in the future have to the venue of a proceeding brought in such a court and any claim that the proceeding was brought in an inconvenient forum.

SECTION 5.16. WAIVER OF JURY TRIAL. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 5.17. EU and UK Risk Retention.

(a) TMCC hereby covenants and agrees, with reference to the EU Securitization Rules and the UK Securitization Rules as in effect and applicable on August 2, 2022, that it will:

(i) in its capacity as an "originator" for purposes of the EU Securitization Regulation and the UK Securitization Regulation, retain, on an ongoing basis, a material net economic interest of not less than 5% of the nominal value of each of the tranches sold or transferred to investors within the meaning of paragraph 3(a) of Article 6 of the EU Securitization Regulation and paragraph 3(a) of Article 6 of the UK Securitization Regulation (the "SR Retained Interest"), by retaining, either directly or indirectly through the Depositor (its wholly-owned subsidiary that is a special purpose entity and not an operating company), at least 5% (by aggregate initial principal amount) of each Class of the Notes;

(ii) not sell, transfer or otherwise surrender all or part of the rights, benefits or obligations arising from the SR Retained Interest or subject it to any credit risk mitigation or hedging, except to the extent permitted by the EU Securitization Rules and the UK Securitization Rules, in each case as in effect at the time of such hedging, mitigation, sale, transfer or surrender;

(iii) not change the retention option or method of calculating its SR Retained Interest while any of the Notes are outstanding, except in accordance with the EU Securitization Rules and the UK Securitization Rules, in each case as in effect at the time of such change;

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(iv) confirm its continued compliance with its agreements described in clauses (i), (ii) and (iii) above by making such confirmation to the Servicer for inclusion in each Servicer's Certificate or upon the request of the Issuer in the event of (x) a material change in the performance of the Notes or the risk characteristics of the Notes or of the Receivables and (y) a breach of the obligations of any party to the Basic Documents; and

(b) promptly notify the Issuer if it fails to comply with its agreements described in clauses (i), (ii) and (iii) above.

For purposes of this Section 5.17: (1) "EU Securitization Regulation" means Regulation (EU) 2017/2402 of the European Parliament and of the Council of December 12, 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation and amending certain other EU directives and regulations, as amended; (2) "UK Securitization Regulation" means the EU Securitization Regulation, as applicable on December 31, 2020, which was retained as part of the domestic law of the United Kingdom (the "UK") pursuant to The European Union (Withdrawal) Act 2018 (as amended, the "EUWA") and was amended by the Securitisation (Amendment) (EU Exit) Regulations 2019, as so retained and so amended and as further amended from time to time; (3) "EU Securitization Rules" means the EU Securitization Regulation (as amended), together with all relevant implementing regulations in relation thereto, all regulatory standards and/or implementing technical standards in relation thereto or applicable in relation thereto pursuant to any transitional arrangements made pursuant to the EU Securitization Regulation, and in each case, any relevant guidance and directions published in relation thereto by the European Banking Authority or the European Securities and Markets Authority or the European Insurance and Occupational Pensions Authority (or, in each case, any predecessor or any other applicable regulatory authority) or by the European Commission, in each case, as amended and in effect from time to time; and (4) "UK Securitization Rules" means the UK Securitization Regulation (as amended), together with (a) all applicable binding technical standards made under the UK Securitization Regulation, (b) any EU regulatory technical standards or implementing technical standards relating to the EU Securitization Regulation (including without limitation such regulatory technical standards or implementing technical standards which are applicable pursuant to any transitional provisions of the EU Securitization Regulation) forming part of the domestic law of the UK by operation of the EUWA, (c) all relevant guidance, policy statements or directions relating to the application of the UK Securitization Regulation (or any binding technical standards) published by the Financial Conduct Authority and/or the Prudential Regulation Authority (or their successors), (d) any guidelines relating to the application of the EU Securitization Regulation which are applicable in the UK, (e) any other transitional, saving or other provision relevant to the UK Securitization Regulation by virtue of the operation of the EUWA and (f) any other applicable laws, acts, statutory instruments, rules, guidance or policy statements published or enacted relating to the UK Securitization Regulation, in each case, as may be further amended, supplemented or replaced from time to time.

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

TOYOTA MOTOR CREDIT CORPORATION,
as Seller

By: ______________________
Name:
Title:

TOYOTA AUTO FINANCE RECEIVABLES LLC, as Purchaser

By: ______________________
Name:
Title:

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EXHIBIT A

FORM OF TRANSFER NOTICE

Toyota Auto Finance Receivables LLC
6565 Headquarters Drive, W2-3D
Plano, Texas 75024-5965
Attention: Treasury Operations Department

Toyota Motor Credit Corporation
6565 Headquarters Drive, W2-5A
Plano, Texas 75024-5965
Attention: General Counsel

Ladies and Gentlemen:

Reference is made to that certain Receivables Purchase Agreement (the "Receivables Purchase Agreement"), dated as of August 16, 2022, between Toyota Motor Credit Corporation (the "Seller") and Toyota Auto Finance Receivables LLC (the "Purchaser"). Pursuant to Section 2.01 of the Receivables Purchase Agreement, the Seller hereby delivers this Transfer Notice identifying as "Receivables" the receivables described in Exhibit I attached hereto. All references herein or in the Receivables Purchase Agreement to the Receivables shall be deemed to refer only to the Receivables described in Exhibit I attached hereto.

Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Receivables Purchase Agreement.

Kindly acknowledge your agreement and consent to the terms of this letter by signing and returning to us the enclosed duplicate copy hereof.

[SIGNATURE PAGE FOLLOWS]

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Very truly yours,

TOYOTA MOTOR CREDIT CORPORATION

By:_______________________________
Name:
Title:
Date:

Acknowledged and consented to:

TOYOTA AUTO FINANCE RECEIVABLES LLC,

By: ___________________________________
Name:
Title:
Date:

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Exhibit I

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SCHEDULE I

PERFECTION REPRESENTATIONS, WARRANTIES AND COVENANTS

In addition to the representations, warranties and covenants contained in this Agreement, the Seller hereby represents, warrants and covenants to the Purchaser as follows on the Closing Date:

1. This Agreement creates a valid and continuing security interest (as defined in the applicable UCC) in the Receivables in favor of the Purchaser, which security interest is prior to all other Liens, and is enforceable as such against creditors of and purchasers from the Seller.

2. TMCC has taken all steps necessary to perfect its security interest against each Obligor in the property securing the Receivables.

3. The Receivables constitute “chattel paper” (including “tangible chattel paper” and “electronic chattel paper”) within the meaning of the applicable UCC.

4. The Seller has caused or will have caused, within ten (10) days after the Closing Date, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under applicable law in order to perfect the security interest in the Receivables granted to the Purchaser hereunder.

5. With respect to Receivables that constitute tangible chattel paper, such tangible chattel paper is in the possession of the Servicer, and the Servicer (in its capacity as custodian) is holding such tangible chattel paper solely on behalf and for the benefit of the Seller. With respect to Receivables that constitute electronic chattel paper, the Servicer has “control” of such electronic chattel paper within the meaning of Section 9-105 of the applicable UCC and the Servicer (in its capacity as custodian) is maintaining control of such electronic chattel paper solely on behalf and for the benefit of the Seller. No person other than the Servicer has “control” of any Receivable that is evidenced by electronic chattel paper.

6. Either (1) (i) only one authoritative copy of each contract that constitutes or evidences the Receivable exists, and each such authoritative copy (y) is unique, identifiable, and unalterable (other than with the participation of TMCC, in the case of an addition or change of an identified assignee and other than a revision that is readily identifiable as an authorized or unauthorized revision) and (z) has been communicated to and is maintained by the Servicer or a third party provider acting on behalf of TMCC, (ii) the authoritative copy of the related contract identifies only TMCC as the assignee thereof, (iii) each copy of the authoritative copy of the related contract and any copy of a copy are readily identifiable as copies that are not the authoritative copy and (iv) the Receivable has been established in a manner such that (a) all copies or revisions that add or change an identified assignee of the authoritative copy of each contract that constitutes or evidences the Receivable must be made with the participation of the TMCC, and (b) all revisions of the authoritative copy of each contract that constitute or evidence the Receivable must be readily identifiable as an authorized or unauthorized revision or (2) each

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contract that constitutes or evidences the Receivable and the system pursuant to which TMCC has acquired such contract reliably establishes TMCC as the person to whom the related chattel paper was assigned.

7. In the case of a Receivable evidenced by an electronic record consisting of a copy or image stored in an electronic medium of the original contract that was signed by the related Obligor, the related contract was originated in the form of an original contract that constitutes "tangible chattel paper" within the meaning of the applicable UCC, such original contract was delivered to the Servicer and, in accordance with the Customary Servicing Practices of the Servicer, was or will be destroyed as soon as practicable after the expiration of 14 to 30 days after the conversion of such original contract to an electronic record by a scanning and imaging process. After destruction of the original contract, the related Receivable will be evidenced only by "electronic chattel paper" within the meaning of the applicable UCC.

8. The Seller has not authorized the filing of and is not aware of any financing statements against the Seller that include a description of collateral covering the Receivables other than any financing statement (i) relating to the conveyance of the Receivables by the Seller to the Purchaser under this Agreement, (ii) relating to the conveyance of the Receivables by the Purchaser to the Issuer under the Sale and Servicing Agreement, (iii) relating to the security interest granted to the Indenture Trustee under the Indenture or (iv) that has been terminated. The Seller is not aware of any material judgment, ERISA or tax lien filings against the Seller.

9. The Servicer, in its capacity as custodian, has in its possession or control (within the meaning of the applicable UCC) the record or records that constitute or evidence the Receivables. The tangible chattel paper or electronic chattel paper that constitute or evidence the Receivables do not have any marks or notations indicating that they have been pledged, assigned or otherwise conveyed to any Person other than the Seller, the Purchaser, the Issuer or the Indenture Trustee. All financing statements filed or to be filed against the Seller, the Purchaser and the Issuer in connection with this Agreement, the Sale and Servicing Agreement and the Indenture, respectively, contain a statement to the following effect: "A purchase of or security interest in any collateral described in this financing statement will violate the rights of the Secured Party."

10. Notwithstanding any other provision of this Agreement or any other Basic Document, the perfection representations, warranties and covenants contained in this Schedule I shall be continuing, and remain in full force and effect until such time as all obligations under the Basic Documents and the Notes have been finally and fully paid and performed.

11. The Seller shall provide the Rating Agencies with prompt written notice of any material breach of the perfection representations, warranties and covenants contained in this Schedule I, and shall not, without satisfying the Rating Agency Condition, waive a breach of any of such perfection representations, warranties or covenants.

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Exhibit 4.5

FORM OF ADMINISTRATION AGREEMENT

among

TOYOTA AUTO RECEIVABLES 2022-C OWNER TRUST,
as Issuer,

TOYOTA MOTOR CREDIT CORPORATION,
as Administrator,

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Indenture Trustee

Dated as of August 16, 2022

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EXHIBITS

EXHIBIT A – FORM OF ANNUAL CERTIFICATION A-1

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ADMINISTRATION AGREEMENT, dated as of August 16, 2022 (this "Agreement"), among TOYOTA AUTO RECEIVABLES 2022-C OWNER TRUST, a Delaware statutory trust (the "Issuer"), TOYOTA MOTOR CREDIT CORPORATION, a California corporation, as administrator (the "Administrator"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H:

WHEREAS, beneficial ownership interests in the Issuer represented by the Toyota Auto Receivables 2022-C Owner Trust Asset Backed Certificates (the "Certificates") have been issued in connection with the formation of the Issuer pursuant to the Trust Agreement, dated as of July 19, 2021, as amended and restated by the Amended and Restated Trust Agreement, dated as of August 16, 2022 (the "Trust Agreement"), between Toyota Auto Finance Receivables LLC ("TAFR LLC"), a Delaware limited liability company, as depositor, and Wilmington Trust, National Association, not in its individual capacity but solely as owner trustee (the "Owner Trustee"), to the owners thereof (the "Owners");

WHEREAS, the Issuer is issuing the Toyota Auto Receivables 2022-C Owner Trust 2.939% Asset Backed Notes, Class A-1, the Toyota Auto Receivables 2022-C Owner Trust 3.83% Asset Backed Notes, Class A-2a, the Toyota Auto Receivables 2022-C Owner Trust SOFR Rate + 0.57% Asset Backed Notes, Class A-2b, the Toyota Auto Receivables 2022-C Owner Trust 3.76% Asset Backed Notes, Class A-3, the Toyota Auto Receivables 2022-C Owner Trust 3.77% Asset Backed Notes, Class A-4 and the Toyota Auto Receivables 2022-C Owner Trust 0.00% Asset Backed Notes Class B (collectively, the "Notes") pursuant to the Indenture, dated as of August 16, 2022 (as amended and supplemented from time to time, the "Indenture"), among the Issuer, the Indenture Trustee and U.S. Bank National Association, as securities intermediary (capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Indenture, the Trust Agreement or the Sale and Servicing Agreement, dated as of August 16, 2022, among the Issuer, Toyota Motor Credit Corporation ("TMCC"), as servicer, and TAFR LLC, as seller (the "Sale and Servicing Agreement"), as the case may be);

WHEREAS, TMCC and TAFR LLC have entered into the Receivables Purchase Agreement, dated as of August 16, 2022 (the "Receivables Purchase Agreement"), by and between TMCC, as seller, and TAFR LLC, as purchaser;

WHEREAS the Issuer has entered into certain agreements in connection with the issuance of the Certificate and the Notes, including the Trust Agreement, the Indenture, this Agreement, the Asset Representations Review Agreement and the Sale and Servicing Agreement (collectively, the "Basic Documents");

WHEREAS, pursuant to the Basic Documents, the Issuer, the Owner Trustee and the Indenture Trustee are required to perform certain duties in connection with the Certificate, the Notes and the assets pledged pursuant to the granting clause of the Indenture (the "Collateral");

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WHEREAS the Issuer desires to appoint TMCC as administrator to perform certain of the duties of the Issuer and the Owner Trustee under the Basic Documents and to provide such additional services consistent with the terms of this Agreement and the Basic Documents as the Issuer and the Owner Trustee may from time to time request; and

WHEREAS the Administrator has the capacity to provide the services required hereby and is willing to perform such services for the Issuer and the Owner Trustee on the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Duties of the Administrator.

(a) Duties with respect to the Note Depository Agreement and the Indenture.

(i) The Administrator agrees to perform all its duties as Administrator and the duties of the Issuer under the Indenture and the Note Depository Agreement. In addition, the Administrator shall consult with the Owner Trustee regarding the duties of the Issuer under the Indenture and the Note Depository Agreement. The Administrator shall monitor the performance of the Issuer and shall advise the Owner Trustee when action by the Issuer or the Owner Trustee is necessary to comply with the Issuer's duties under the Indenture and the Note Depository Agreement. The Administrator shall prepare, execute and file or deliver on behalf of the Issuer or shall cause the preparation by other appropriate persons of all such documents, reports, filings, instruments, certificates and opinions as it shall be the duty of the Issuer to prepare, file or deliver pursuant to the Indenture and the Note Depository Agreement. In furtherance of the foregoing, the Administrator shall take all appropriate action that is the duty of the Issuer to take pursuant to the Indenture including, without limitation, such of the foregoing as are required with respect to the following matters under the Indenture (references are to sections of the Indenture):

(A) causing the Note Register to be kept, appointing the Note Registrar and giving the Indenture Trustee notice of any appointment of a new Note Registrar and the location, or change in location, of the Note Register (Section 2.04);

(B) preparing the notification to Noteholders of the final principal payment on their Notes (Section 2.07(b));

(C) fixing or causing to be fixed any specified record date and notifying the Indenture Trustee and Noteholders with respect to special payment dates, if any (Section 5.04(b));

(D) preparing or obtaining the documents and instruments required for the proper authentication of Notes and delivering the same to the Indenture Trustee (Section 2.02);

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(E) [reserved];

(F) determining a Benchmark Transition Event, Benchmark Replacement Date, Benchmark Replacement, Benchmark Replacement Adjustment, Benchmark Replacement Conforming Changes, SOFR Adjustment Conforming Changes or any other matters related to or arising in connection with the foregoing (3.01(c) and (e));

(G) directing the Indenture Trustee to retain from amounts otherwise distributable to the Noteholders sufficient funds for the payment of any tax that is legally owed by the Trust (Section 2.07(c));

(H) preparing, obtaining and/or filing of all instruments, opinions and certificates and other documents required for the release of Collateral (Section 2.09);

(I) causing newly appointed Paying Agents, if any, to deliver to the Indenture Trustee the instrument specified in the Indenture regarding funds held in trust (Section 3.03);

(J) directing the Indenture Trustee to deposit moneys with Paying Agents, if any, other than the Indenture Trustee (Section 3.03);

(K) obtaining and preserving or causing the Owner Trustee to obtain and preserve the Issuer's qualification to do business in each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of the Indenture, the Notes, the Collateral and each other instrument and agreement included in the Trust Estate (Section 3.04);

(L) preparing and filing all supplements, amendments, financing statements, continuation statements, instruments of further assurance and other instruments, in accordance with Sections 3.05 and 3.07(c) of the Indenture, necessary to protect the Trust Estate (Sections 3.05 and 3.07(c));

(M) delivering the required Opinions of Counsel on the Closing Date and annually, in accordance with Section 3.06 of the Indenture, and delivering the annual Officers' Certificates and certain other statements as to compliance with the Indenture, in accordance with Section 3.09 of the Indenture (Sections 3.06 and 3.09);

(N) identifying to the Indenture Trustee in an Officers' Certificate any Person with whom the Issuer has contracted to perform its duties under the Indenture (Section 3.07);

(O) notifying the Indenture Trustee and the Rating Agencies of any Servicer Default pursuant to the Sale and Servicing Agreement and, if such Servicer Default arises from the failure of the Servicer to perform any of its duties

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under the Sale and Servicing Agreement, taking all reasonable steps available to remedy such failure (Section 3.07(d));

(P) preparing and obtaining documents and instruments required in connection with the consolidation, merger or transfer of assets of the Issuer (Section 3.10);

(Q) delivering notice to the Indenture Trustee of each Event of Default and each other default by the Servicer or the Seller under the Sale and Servicing Agreement (Section 3.19);

(R) causing the Servicer to comply with all of its duties and obligations with respect to the preparation of reports, the delivery of Officer's Certificates and Opinions of Counsel and the giving of instructions and notices under the Sale and Servicing Agreement (Section 3.14);

(S) monitoring the Issuer's obligations as to the satisfaction and discharge of the Indenture and the preparation of an Officer's Certificate and obtaining the Opinion of Counsel and the Independent Certificate (as defined in the Indenture) related thereto (Section 4.01);

(T) complying with any written directive of the Indenture Trustee with respect to the provision of relevant information and reasonable assistance with respect to the execution, delivery, filing and recordation of relevant transfer documentation and the delivery of related records and files, in connection with any sale by the Indenture Trustee of any portion of the Trust Estate in connection with any Event of Default (Section 5.04);

(U) delivering notice of any resignation of the Indenture Trustee received by the Administrator, and preparing notice to Noteholders of any removal of the Indenture Trustee and the appointment of a successor Indenture Trustee for delivery to Noteholders by the successor Indenture Trustee (Section 6.08);

(V) preparing all written instruments required to confirm the authority of any co-trustee or separate trustee and any written instruments necessary in connection with the resignation or removal of any co-trustee or separate trustee (Sections 6.08 and 6.10);

(W) delivering to the Rating Agencies notice of any merger or other transaction entered into by the Indenture Trustee (Section 6.09);

(X) causing the Note Registrar to furnish to the Indenture Trustee the names and addresses of Noteholders during any period when the Indenture Trustee is not the Note Registrar (Section 7.01);

(Y) preparing and, after execution by the Issuer and the Indenture Trustee, filing with the Commission and any applicable state agencies

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of documents required to be filed on a periodic basis with the Commission and any applicable state agencies (including any summaries thereof required by rules and regulations prescribed thereby), and providing such documents to the Indenture Trustee for delivery to the Noteholders (Section 7.03);

(Z) preparing and, after execution by the Indenture Trustee, providing to the Indenture Trustee for delivery to Noteholders and filing with the Commission, any reports required by TIA Sections 313(a), (b) and (c); provided, that the Administrator will not be required to prepare reports required by TIA Sections 313(a)(1) and (a)(2) unless specifically directed in writing to do so by the Indenture Trustee and the Indenture Trustee provides the Administrator with all information necessary to prepare such reports (Section 7.04);

(AA) preparing the related Issuer Orders and all other actions necessary with respect to investment and reinvestment of funds in the Trust Accounts (Section 8.04);

(BB) preparing any Issuer Request and Officers' Certificates and obtaining any Opinions of Counsel and Independent Certificates necessary for the release of the Trust Estate (Sections 8.05 and 8.06);

(CC) preparing Issuer Orders and obtaining Opinions of Counsel with respect to the execution of any supplemental indentures, preparing notices to the Noteholders with respect thereto and furnishing such notices to the Indenture Trustee for delivery to Noteholders (Sections 9.01, 9.02 and 9.03);

(DD) preparing new Notes conforming to the provisions of any supplemental indenture, as appropriate and delivering such Notes to the Owner Trustee for execution and to the Indenture Trustee for authentication (Section 9.07);

(EE) delivering to the Rating Agencies notice of any prospective termination of the Indenture pursuant to Section 10.01 of the Indenture (Section 10.01);

(FF) preparing forms of notices to Noteholders of any redemption of the Notes and furnishing such notices to the Indenture Trustee for delivery to Noteholders (Section 10.02);

(GG) preparing or obtaining all Officers' Certificates, Opinions of Counsel and Independent Certificates with respect to any requests by the Issuer or the Indenture Trustee to take any action under the Indenture (Section 11.01(a));

(HH) preparing and delivering Officers' Certificates and obtaining Independent Certificates, if necessary, for the release of property from the lien of the Indenture (Section 11.01(b));

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(II) notifying the Rating Agencies, upon any failure of the Indenture Trustee to give such notification, of the information required pursuant to Section 11.04 of the Indenture (Section 11.04);

(JJ) preparing and delivering to the Indenture Trustee for delivery to Noteholders any agreements with respect to alternate payment and notice provisions (Section 11.06); and

(KK) causing the recording of the Indenture, if applicable (Section 11.14).

(ii) The Administrator shall promptly pay to the Owner Trustee the amount of any fees, expenses and indemnification amounts not otherwise paid or reimbursed to it by the Issuing Entity on any Payment Date in accordance with the terms of this Agreement, Section 8.02 of the Trust Agreement and Section 5.06(b) or (c) of the Sale and Servicing Agreement; provided that the Owner Trustee shall promptly reimburse the Administrator for any such amounts to the extent the Owner Trustee subsequently receives payment or reimbursement in respect thereof from the Issuing Entity in accordance with the terms of Section 5.06(b) or (c) of the Sale and Servicing Agreement.

(iii) The Administrator shall promptly pay to the Indenture Trustee the amount of any fees, expenses and indemnification amounts not otherwise paid or reimbursed to it by the Issuing Entity on any Payment Date in accordance with the terms of the Indenture and Section 5.06(b) or (c) of the Sale and Servicing Agreement; provided that the Indenture Trustee shall promptly reimburse the Administrator for any such amounts to the extent the Indenture Trustee subsequently receives payment or reimbursement in respect thereof from the Issuing Entity in accordance with the terms of Section 5.06(b) or (c) of the Sale and Servicing Agreement.

(b) The Administrator shall cause the Issuer to use its best efforts to maintain the effectiveness of all licenses, if any, required to be held by the Issuer under the laws of any jurisdiction in connection with ownership of the Receivables or the terms set forth in the Trust Agreement and the Basic Documents and the transactions contemplated thereby until such time as the Issuer shall terminate in accordance with the terms of the Trust Agreement.

(c) Additional Duties.

(i) In addition to the duties of the Administrator set forth in Section 1(a), the Administrator shall perform such calculations, and shall prepare, execute and file or deliver on behalf of the Issuer or the Owner Trustee or shall cause the preparation by other appropriate persons of all such documents, reports, notices, filings, instruments, certificates and opinions as it shall be the duty of the Issuer or the Owner Trustee to prepare, file or deliver pursuant to the Basic Documents, and at the request of the Owner Trustee shall take all appropriate action with respect thereto, that is the duty of the Issuer or the Owner Trustee to take pursuant to the Basic Documents. Subject to Section 5 of this Agreement, and in accordance with the reasonable written directions of the Owner

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Trustee, the Administrator shall administer, perform or supervise the performance of such other activities in connection with the Basic Documents as are not covered by any of the foregoing provisions and as are expressly requested by the Owner Trustee and are reasonably within the capability of the Administrator. The responsibilities of the Administrator shall include the execution and delivery of any filings, certificates, affidavits or other instruments required under the Sarbanes-Oxley Act of 2002, to the extent permitted by applicable law, and the Owner Trustee hereby requests that the Administrator perform such obligations.

(ii) Notwithstanding anything in this Agreement or the Basic Documents to the contrary, the Administrator shall be responsible for promptly notifying the Owner Trustee in the event that any withholding tax is imposed on the Issuer's payments (or allocations of income) to the Certificateholder as contemplated in Section 5.02(c) of the Trust Agreement. Any such notice shall specify the amount of any withholding tax required to be withheld by the Owner Trustee pursuant to such provision.

(iii) Notwithstanding anything in this Agreement or the Basic Documents to the contrary, the Administrator shall be responsible for performance of the duties set forth in Sections 5.04(a), (b), (c), (d) and (e) of the Trust Agreement with respect to, among other things, accounting and reports to the Certificateholder.

(iv) The Administrator shall perform the duties of the Administrator specified in Section 10.02 of the Trust Agreement required to be performed in connection with the resignation or removal of the Owner Trustee and any other duties expressly required to be performed by the Administrator under the Trust Agreement.

(v) In carrying out the foregoing duties or any of its other obligations under this Agreement, the Administrator may enter into transactions with or otherwise deal with any of its Affiliates; provided, however, that the terms of any such transactions or dealings shall be in accordance with any directions received from the Issuer and shall be, in the Administrator's opinion, no less favorable to the Issuer than would be available from unaffiliated parties.

(vi) The Administrator shall provide notices to the Rating Agencies as required under the Basic Documents.

(vii) It shall be the Administrator's duty and responsibility, and not the Owner Trustee's duty or responsibility, to cause the Issuer to respond to, defend, participate in or otherwise act in connection with any regulatory, administrative, governmental, investigative or other proceeding or inquiry relating in any way to the Issuer, its assets or the conduct of its business.

(d) Non-Ministerial Matters.

(i) With respect to matters that in the reasonable judgment of the Administrator are non-ministerial, the Administrator shall not take any action unless within a reasonable time before the taking of such action the Administrator shall have notified the Indenture Trustee or the Owner Trustee, as applicable, of the proposed action

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and the Indenture Trustee or the Owner Trustee, as applicable, shall not have withheld consent or provided an alternative direction. For the purpose of the preceding sentence, "non-ministerial matters" shall include, without limitation:

(A) the amendment of the Indenture or execution of any supplement to the Indenture;

(B) the initiation of any claim or lawsuit by the Issuer and the compromise of any action, claim or lawsuit brought by or against the Issuer (other than in connection with the collection of the Receivables);

(C) the amendment, change or modification of any of the Basic Documents;

(D) the appointment of successor Note Registrars, successor Paying Agents or successor Indenture Trustees pursuant to the Indenture or the appointment of successor Administrators or Successor Servicers, or the consent to the assignment by the Note Registrar, Paying Agent or Indenture Trustee of its obligations, under the Indenture; and

(E) the removal of the Indenture Trustee (as to which the Owner Trustee, but not the Indenture Trustee, will receive notice and opportunity to object).

(ii) Notwithstanding anything to the contrary in this Agreement, the Administrator shall not be obligated to, and shall not, (x) make any payments to the Noteholders under the Basic Documents, (y) sell the Trust Estate pursuant to Section 5.04 of the Indenture or (z) take any other action that the Issuer directs the Administrator not to take on its behalf.

2. Records. The Administrator shall maintain appropriate books of account and records relating to services performed hereunder, which books of account and records shall be accessible for inspection by the Issuer, the Owner Trustee and the Indenture Trustee at any time during normal business hours upon reasonable advance written notice.

3. Compensation. As compensation for the performance of the Administrator's obligations under this Agreement and as reimbursement for its expenses related thereto, the Administrator shall be entitled to a fee in an amount to be agreed upon between the Servicer and the Administrator, and which shall be solely an obligation of the Servicer.

4. Additional Information to be Furnished to the Issuer. The Administrator shall furnish to the Issuer from time to time such additional information regarding the Collateral as the Issuer shall reasonably request.

5. Independence of the Administrator. For all purposes of this Agreement, the Administrator shall be an independent contractor and shall not be subject to the supervision of the Issuer, the Owner Trustee or the Indenture Trustee with respect to the manner in which it accomplishes the performance of its obligations hereunder. Unless expressly authorized by the

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Issuer hereunder or otherwise, the Administrator shall have no authority to act for or represent the Issuer, the Owner Trustee or the Indenture Trustee, and shall not otherwise be or be deemed an agent of the Issuer, the Owner Trustee or the Indenture Trustee.

6. No Joint Venture. Nothing contained in this Agreement shall (i) constitute the Administrator and any of the Issuer, the Owner Trustee or the Indenture Trustee as members of any partnership, joint venture, association, syndicate, unincorporated business or other separate entity, (ii) be construed to impose any liability as such on any of them or (iii) be deemed to confer on any of them any express, implied or apparent authority to incur any obligation or liability on behalf of the others.

7. Other Activities of Administrator. Nothing herein shall prevent the Administrator or its Affiliates from engaging in other businesses or, in its or their sole discretion, from acting as an administrator for any other person or entity, or in a similar capacity therefor, even though such person or entity may engage in business activities similar to those of the Issuer, the Owner Trustee or the Indenture Trustee.

8. Term of Agreement; Resignation and Removal of Administrator.

(a) This Agreement shall continue in force until the termination of the Issuer, upon which event this Agreement shall automatically terminate, except for Sections 1(a)(ii), 1(a)(iii) and 21 hereof, which shall each survive termination of this Agreement.

(b) Subject to Sections 8(e) and 8(f), the Administrator may resign its duties hereunder by providing the Issuer with at least thirty (30) days prior written notice.

(c) Subject to Sections 8(e) and 8(f), the Issuer may remove the Administrator without cause by providing the Administrator with at least thirty (30) days prior written notice.

(d) Subject to Sections 8(e) and 8(f), at the sole option of the Issuer, the Administrator may be removed immediately upon written notice of termination from the Issuer to the Administrator if any of the following events shall occur:

(i) the Administrator shall fail to perform in any material respect any of its duties under this Agreement and, after notice of such default, shall not cure such default within ten (10) days (or, if such default cannot be cured in such time, shall not give within such ten (10) days such assurance of timely and complete cure as shall be reasonably satisfactory to the Issuer);

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

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

The Administrator agrees that if any of the events specified in clauses (ii) or (iii) of this Section shall occur, it shall give written notice thereof to the Issuer, the Owner Trustee and the Indenture Trustee within seven (7) days after the occurrence of such event.

(e) No resignation or removal of the Administrator pursuant to this Section shall be effective until (i) a successor Administrator shall have been appointed by the Issuer and (ii) such successor Administrator shall have agreed in writing to be bound by the terms of this Agreement in the same manner as the Administrator is bound hereunder.

(f) The appointment of any successor Administrator shall be effective only after the Rating Agency Condition has been satisfied.

(g) Subject to Section 8(e) and 8(f), the Administrator acknowledges that upon the appointment of a Successor Servicer pursuant to the Sale and Servicing Agreement, the Administrator shall immediately resign and such Successor Servicer shall automatically succeed to the rights, duties and obligations of the Administrator under this Agreement; *provided* that if the successor Administrator is not an affiliate of TMCC, such successor Administrator shall not be required to make any payments as set forth in Sections 1(a)(ii) and (iii) of this Agreement.

9. Action upon Termination, Resignation or Removal. Promptly upon the effective date of termination of this Agreement pursuant to Section 8(a) or the resignation or removal of the Administrator pursuant to Section 8(b), (c), (d) or (g), respectively, the Administrator shall be entitled to be paid all fees and reimbursable expenses accruing to it to the date of such termination, resignation or removal. The Administrator shall forthwith upon such termination pursuant to Section 8(a) deliver to or to the order of the Issuer all property and documents of or relating to the Collateral then in the custody of the Administrator. In the event of the resignation or removal of the Administrator pursuant to Section 8(b), (c), (d) or (g), respectively, the Administrator shall cooperate with the Issuer and take all reasonable steps requested to assist the Issuer in making an orderly transfer of the duties of the Administrator.

10. Notices. Any notice, report or other communication given hereunder shall be in writing and addressed as follows:

(a) if to the Issuer, to:

Toyota Auto Receivables 2022-C Owner Trust

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c/o Wilmington Trust, National Association
Rodney Square North
1100 North Market Street
Wilmington, DE 19890
Attention: Corporate Trust Administration

with a copy to:

Toyota Auto Receivables 2022-C Owner Trust
6565 Headquarters Drive, W2-5A
Plano, Texas 75024-5965
Attention: General Counsel

(b) if to the Administrator, to:

Toyota Motor Credit Corporation
6565 Headquarters Drive, W2-3D
Plano, Texas 75024-5965
Attention: Treasury Operations Department
With a copy by electronic mail to: TFS_Treasury_Operations@toyota.com

(c) if to the Indenture Trustee, to:

U.S. Bank Trust Company, National Association
190 South LaSalle Street
Chicago, IL 60603
Attention: Toyota Auto Receivables 2022-C Owner Trust

or to such other address as any party shall have provided to the other parties in writing. Any notice required to be in writing hereunder shall be deemed given if such notice is mailed by certified mail, postage prepaid, or hand delivered to the address of such party as provided above.

11. Amendments. This Agreement may be amended from time to time by a written amendment duly executed and delivered by the Issuer, the Administrator and the Indenture Trustee, with the consent of the Owner Trustee, and without the consent of any of the Noteholders or the Certificateholders, to cure any ambiguity, to correct or supplement any provisions in this Agreement or for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions in this Agreement or of modifying in any manner the rights of the Noteholders or the Certificateholders; provided, that either (i) an Officer's Certificate shall have been delivered by the Servicer to the Owner Trustee and the Indenture Trustee certifying that such officer reasonably believes that such proposed amendment will not materially and adversely affect the interest of any Noteholder or (ii) the Rating Agency Condition has been satisfied in respect of such proposed amendment.

This Agreement may also be amended from time to time by the Issuer, the Administrator and the Indenture Trustee, with the consent of the Owner Trustee and, if the interests of the Noteholders are materially and adversely affected, with the consent of the Holders of Notes

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evidencing at least a majority of the Outstanding Amount of the Controlling Class of Notes, acting together as a single Class, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement or of modifying in any manner the rights of the Noteholders or Certificateholders under this Agreement.

No amendment otherwise permitted under this Section 11 (except as described in the last sentence of this paragraph) may (x) increase or reduce in any manner the amount of, or accelerate or delay the timing of, collections of payments on the Receivables or distributions required to be made for the benefit of any Noteholders or Certificateholders without the consent of all Noteholders and Certificateholders adversely affected thereby, or (y) reduce the percentage of the Notes or Certificates which are required to consent to any such amendment without the consent of the Noteholders and Certficateholders adversely affected thereby; provided, that any amendment referred to in clause (x) or (y) above shall be deemed to not adversely affect any Noteholder if the Rating Agency Condition has been satisfied in respect of such proposed amendment. No amendment referred to in clause (x) in the immediately preceding sentence shall be permitted unless an Officer's Certificate shall have been delivered by the Servicer to the Owner Trustee and the Indenture Trustee certifying that such officer reasonably believes that such proposed amendment will not materially and adversely affect the interest of any Noteholder or Certificateholder whose consent was not obtained. Notwithstanding the immediately preceding two sentences, this Agreement may also be amended by the parties hereto, without the consent of the Noteholders or the Certificateholders, for the purpose of conforming the provisions in this Agreement to the descriptions thereof contained in the prospectus, dated August 8, 2022, related to the offering of the Class A Notes.

Promptly after the execution of any such amendment or consent, the Administrator shall cause written notification of the substance of such amendment or consent to be furnished to the Certificateholder and each of the Rating Agencies.

It shall not be necessary for the consent of the Certificateholders, the Noteholders or the Indenture Trustee pursuant to this Section to approve the particular form of any proposed amendment or consent, but it shall be sufficient if such consent shall approve the substance thereof. The manner of obtaining such consents and of evidencing the authorization of the execution thereof by the Certificateholders shall be subject to such reasonable requirements as the Indenture Trustee may prescribe.

Prior to the execution of any amendment to this Agreement, the Owner Trustee and the Indenture Trustee shall be entitled to receive and rely upon an Opinion of Counsel stating that the execution of such amendment is authorized or permitted by this Agreement. The Owner Trustee and the Indenture Trustee may, but shall not be obligated to, enter into any such amendment which affects its own rights, duties or immunities under this Agreement or otherwise. The fees and expenses of the Owner Trustee and the Indenture Trustee in connection with any amendment or supplement hereto shall be paid by the Administrator.

12. Successor and Assigns. This Agreement may not be assigned by the Administrator unless such assignment is consented to in writing by the Issuer, the Owner Trustee and the Indenture Trustee, and the conditions precedent to appointment of a successor Administrator set forth in Section 8 are satisfied. An assignment with such consent and

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satisfaction, if accepted by the assignee, shall bind the assignee hereunder in the same manner as the Administrator is bound hereunder. Notwithstanding the foregoing, this Agreement may be assigned by the Administrator without the consent of the Issuer, the Owner Trustee and the Indenture Trustee to a corporation or other organization that is a successor (by merger, consolidation or purchase of assets) to the Administrator, provided that such successor organization executes and delivers to the Issuer, the Owner Trustee and the Indenture Trustee an agreement in which such corporation or other organization agrees to be bound hereunder by the terms of said assignment in the same manner as the Administrator is bound hereunder. Subject to the foregoing, this Agreement shall bind any successors or assigns of the parties hereto.

13. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

14. Headings. The section headings hereof have been inserted for convenience of reference only and shall not be construed to affect the meaning, construction or effect of this Agreement.

15. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which when so executed shall together constitute but one and the same agreement. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

16. Severability of Provisions. If any one or more of the agreements, provisions or terms of this Agreement shall be for any reason whatsoever held invalid or unenforceable in any jurisdiction, then such agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement or the other rights of the parties hereto.

17. Not Applicable to TMCC in Other Capacities. Nothing in this Agreement shall affect any obligation, right or benefit TMCC may have in any other capacity or under any Basic Document.

18. Limitation of Liability of Owner Trustee and Indenture Trustee. Notwithstanding anything contained herein to the contrary, this instrument has been countersigned by Wilmington Trust, National Association, not in its individual capacity but solely in its capacity as Owner Trustee of the Issuer, and by U.S. Bank Trust Company, National Association, not in its individual capacity but solely in its capacity as Indenture Trustee under the Indenture. In no event shall Wilmington Trust, National Association, in its individual capacity, U.S. Bank Trust Company, National Association, in its individual capacity, or the Certificateholder have any liability for the representations, warranties, covenants, agreements or other obligations of the

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Issuer hereunder or in any of the certificates, notices or agreements delivered pursuant hereto, as to all of which recourse shall be had solely to the assets of the Issuer, and the Owner Trustee shall be entitled to the benefits of the terms and provisions of the Trust Agreement.

19. Limitation of Liability of Administrator. Neither the Administrator nor any of the directors, officers, employees or agents of the Administrator shall be under any liability to the Seller, the Issuer, the Owner Trustee, the Indenture Trustee, the Noteholders or the Certificateholder, except as provided under this Agreement, for any action taken or for refraining from the taking of any action pursuant to this Agreement or for errors in judgment; provided, however, that this provision shall not protect the Administrator or any such person against any liability that would otherwise be imposed by reason of willful misfeasance, bad faith or negligence in the performance of duties or by reason of reckless disregard of obligations and duties under this Agreement. The Administrator and any director, officer, employee or agent of the Administrator may rely in good faith on any document of any kind prima facie properly executed and submitted by any person respecting any matters arising under this Agreement.

20. Additional Requirements of the Administrator.

(a) Reporting Requirements.

(i) If so requested by the Issuer for the purpose of satisfying its reporting obligation under the Exchange Act with respect to any class of asset-backed securities, the Administrator shall (i) notify the Issuer in writing of any material litigation or governmental proceedings pending against the Administrator and (ii) provide to the Issuer a description of such proceedings.

(ii) As a condition to the succession to the Administrator by any Person as permitted by Section 8 hereof, the Administrator shall provide to the Issuer, at least ten (10) Business Days prior to the effective date of such succession or appointment, (x) written notice to the Issuer, of such succession or appointment and (y) in writing all information in order to comply with its reporting obligation under Item 6.02 of Form 8-K with respect to any class of asset-backed securities.

(iii) In addition to such information as the Administrator, as administrator, is obligated to provide pursuant to other provisions of this Agreement, if so requested by the Issuer, the Administrator shall provide such information regarding the performance or servicing of the Receivables as is reasonably required to facilitate preparation of distribution reports in accordance with Item 1121 of Regulation AB.

(b) Report on Assessment of Compliance and Attestation. On or before ninety (90) days after the end of each fiscal year, commencing with the fiscal year ended December 31, 2022, the Administrator shall, if requested by the Issuer, not later than March 1st of the calendar year in which such certification is to be delivered, deliver to the Issuer and any other Person that will be responsible for signing a Sarbanes Certification on behalf of an asset-backed issuer with respect to a securitization transaction, a certification in the form attached hereto as Exhibit A. The Administrator acknowledges that the Issuer may rely on the certification provided by the Administrator pursuant to such clause in signing a Sarbanes Certification and filing such with the

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Commission. The Issuer shall not request delivery of such certification unless the Depositor is required under the Exchange Act to file an annual report on Form 10-K with respect to an issuing entity whose asset pool includes the Receivables.

(c) Intent of the Parties; Reasonableness. The Issuer and the Administrator acknowledge and agree that the purpose of Section 20 of this Agreement is to facilitate compliance by the Issuer with the provisions of Regulation AB and related rules and regulations of the Commission.

Neither the Issuer nor the Administrator shall exercise its right to request delivery of information or other performance under these provisions other than in good faith, or for purposes other than compliance with the Securities Act, the Exchange Act and the rules and regulations of the Commission thereunder (or the provision in a private offering of disclosure comparable to that required under the Securities Act). The Administrator acknowledges that interpretations of the requirements of Regulation AB may change over time, whether due to interpretive guidance provided by the Commission or its staff, consensus among participants in the asset-backed securities markets, advice of counsel, or otherwise, and agrees to comply with requests made by the Indenture Trustee, the Servicer or any other party to the Transaction Documents in good faith for delivery of information under these provisions on the basis of evolving interpretations of Regulation AB. In connection therewith, the Administrator shall cooperate fully with the Issuer to deliver to the Issuer (including any of its assignees or designees), any and all statements, reports, certifications, records and any other information necessary in the good faith determination of the Issuer, to permit the Issuer to comply with the provisions of Regulation AB.

The Issuer (including any of its assignees or designees) shall cooperate with the Administrator by providing timely notice of requests for information under these provisions and by reasonably limiting such requests to information required, in the Issuer's reasonable judgment, to comply with Regulation AB.

21. No Petition. Each of the parties hereto, by entering into this Agreement, hereby covenants and agrees that it shall not at any time acquiesce, petition or otherwise invoke or cause the Issuer or the Depositor to invoke the process of any court or government authority for the purpose of commencing or sustaining a case against the Issuer or the Depositor under any federal or state bankruptcy, insolvency or similar law, or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Issuer or the Depositor, as the case may be, or any substantial part of its property, or ordering the winding up or liquidation of the affairs of the Issuer or the Depositor, in connection with any obligations relating to the Notes, the Certificates, this Agreement or any of the Basic Documents prior to the date that is one year and one day after the date on which the Indenture is terminated. This Section 21 shall survive the termination of this Agreement and the termination of the Administrator under this Agreement.

22. Third-Party Beneficiary. The Owner Trustee is a third-party beneficiary of this Agreement and is entitled to the rights and benefits given to the Owner Trustee hereunder and may enforce the provisions applicable to the Owner Trustee as if the Owner Trustee were a party hereto.

23. Form 10-Ds; Investor Communications.

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(a) Form 10-Ds.

(i) If the Administrator receives a notice from the Servicer pursuant to Section 11.01(a) of the Sale and Servicing Agreement regarding the occurrence of a Delinquency Trigger with respect to a Collection Period, and describing the related rights of Noteholders and Note Owners, the Administrator shall include the contents of such notice in the Form 10-D for such Collection Period filed by the Administrator pursuant to Section 1(a)(i)(Y) hereof.

(ii) If the Administrator receives a notice from the Indenture Trustee pursuant to Section 12.01 of the Indenture indicating that sufficient Requesting Noteholders have properly and timely requested a vote to cause the ARR Receivables to be reviewed by the Asset Representations Reviewer pursuant to the terms of the Asset Representations Review Agreement, the Administrator shall: (1) promptly set a deadline for the receipt of Noteholder votes on that matter, which shall be a date not earlier than one hundred fifty (150) days after the date on which the Form 10-D describing the occurrence of the related Delinquency Trigger shall have been filed by the Administrator pursuant to the terms of Section 1(a)(i)(Y) hereof; (2) promptly prepare and send to the Indenture Trustee and each Noteholder (and to each applicable Clearing Agency for distribution to Note Owners in accordance with the rules of such Clearing Agency) a notice (A) stating that there will be a Noteholder vote pursuant to Section 12.02 of the Indenture on whether to initiate an Asset Representations Review of the ARR Receivables by the Asset Representations Reviewer pursuant to the Asset Representations Review Agreement, and (B) describing those procedures, including the means by which Noteholders and Note Owners may make their votes known to the Indenture Trustee and the related voting deadline that will be used to calculate whether the requisite amount of Noteholders have cast affirmative votes to direct the Indenture Trustee to notify the Asset Representations Reviewer to commence an Asset Representations Review; and (3) include the contents of such notice in the next Form 10-D to be filed by the Administrator pursuant to Section 1(a)(i)(Y) hereof, so long as the Administrator receives such notice at least two (2) Business Days before the filing deadline for that Form 10-D, in which case such information will be included in the next succeeding Form 10-D to be filed by the Administrator pursuant to Section 1(a)(i)(Y) hereof.

(iii) If the Administrator receives a notice from the Indenture Trustee pursuant to Section 12.02 of the Indenture indicating that sufficient Noteholders have voted to cause the ARR Receivables to be reviewed by the Asset Representations Reviewer pursuant to the terms of the Asset Representations Review Agreement, the Administrator shall include the contents of such notice in the next Form 10-D to be filed by the Administrator pursuant to Section 1(a)(i)(Y) hereof.

(iv) After receipt by the Administrator of a Review Report, the Administrator will include a summary of such report in the next Form 10-D to be filed by the Administrator pursuant to Section 1(a)(i)(Y) hereof, so long as the report is received by the Administrator at least two (2) Business Days before the filing deadline for that Form 10-D, in which case such the summary will be included in the next succeeding

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Form 10-D to be filed by the Administrator pursuant to Section 1(a)(i)(Y) hereof. The Form 10-D filed pursuant to this clause (iv) will also specify the means by which Noteholders and Verified Note Owners may notify the Indenture Trustee, TMCC and the Depositor in writing that it considers any non-compliance of any representation to be a breach of the applicable Basic Document, or request in writing that an ARR Receivable be repurchased.

(v) In the event of any resignation, removal, replacement or substitution of the Asset Representations Reviewer, or the appointment of a new Asset Representations Reviewer, pursuant to the terms of the Asset Representations Review Agreement, the Administrator will report the occurrence of such event, together with a description of the circumstances surrounding the change and, if applicable, information regarding the new Asset Representations Reviewer, in the Form 10-D filed by the Administrator pursuant to Section 1(a)(i)(Y) hereof for the Collection Period in which such change occurs.

(b) Investor Communications. If the Administrator receives, during any Collection Period, a request from a Noteholder or Verified Note Owner to communicate with other Noteholders and Note Owners regarding the exercise of rights under the terms of the Basic Documents, the Administrator will include in the Form 10-D for the such Collection Period the following information, to the extent provided by the Noteholder or Verified Note Owner in its request: (i) the name of the Noteholder or Verified Note Owner making the request, (ii) the date the request was received; (iii) a statement that the Administrator has received the request from that Noteholder or Verified Note Owner that it is interested in communicating with other Noteholders and Note Owners with regard to the possible exercise of rights under the Basic Documents; and (iv) a description of the method other Noteholders and Note Owners may use to contact the requesting Noteholder or Verified Note Owner. The Administrator is not required to include any additional information regarding the Noteholder or Verified Note Owner and its request in the Form 10-D, and is required to disclose a Noteholder's or a Verified Note Owner's request only where the communication relates to the exercise by a Noteholder or Verified Note Owner of its rights under the Basic Documents. The Administrator will be responsible for the expenses of administering the investor communications provisions set forth in this Section 23(b), which will be compensated by means of the fee payable to it by the Servicer, as described in Section 3.

24. Submission to Jurisdiction. Each party submits to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York State Court sitting in New York, New York for legal proceedings relating to this Agreement. Each party irrevocably waives, to the fullest extent permitted by law, any objection that it may now or in the future have to the venue of a proceeding brought in such a court and any claim that the proceeding was brought in an inconvenient forum.

25. WAIVER OF JURY TRIAL. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the day and year first above written.

TOYOTA AUTO RECEIVABLES 2022-C OWNER TRUST

By: WILMINGTON TRUST, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee

By: ______________________________
Name:
Title:

TOYOTA MOTOR CREDIT CORPORATION,
as Administrator

By: ______________________________
Name:
Title:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
not in its individual capacity but solely as Indenture Trustee

By: ______________________________
Name:
Title:

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EXHIBIT A

FORM OF ANNUAL CERTIFICATION

Re: The Administration Agreement, dated as of August 16, 2022 (the "Agreement"), among Toyota Auto Receivables 2022-C Owner Trust (the "Issuer"), Toyota Motor Credit Corporation (the "Administrator"), and U.S. Bank Trust Company, National Association (the "Indenture Trustee").

I, ________________________________, the _______________________ of [NAME OF COMPANY] (the "Company"), certify to the Issuer and Toyota Auto Finance Receivables LLC (the "Depositor") and their officers that:

1. I have reviewed this report on Form 10-K and all reports on Form 10-D required to be filed in respect of the period covered by this report on Form 10-K of Toyota Auto Receivables 2022-C Owner Trust (the "Exchange Act periodic reports");

2. Based on my knowledge, the Exchange Act periodic reports, taken as a whole, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, all of the distribution, servicing and other information required to be provided under Form 10-D for the period covered by this report is included in the Exchange Act periodic reports; and

4. All the reports on assessment of compliance with servicing criteria for asset-backed securities and their related attestation reports on assessment of compliance with servicing criteria for asset-backed securities required to be included in this report in accordance with Item 1122 of Regulation AB and Exchange Act Rules 13a-18 and 15d-18 have been included as an exhibit to this report, except as otherwise disclosed in this report. Any material instances of noncompliance described in such reports have been disclosed in this report on Form 10-K.

In giving the certifications above, I have reasonably relied on information provided to me by the following unaffiliated parties: [_____________].

Dated: _________________________

By: ___________________________
Name:
Title:

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Exhibit 4.6

FORM OF SECURITIES ACCOUNT CONTROL AGREEMENT

(Toyota Auto Receivables 2022-C Owner Trust Reserve Account)

This Securities Account Control Agreement (the "**Agreement**") is dated as of August 16, 2022 and entered into between **Toyota Auto Finance Receivables LLC** (the "**Pledgor**"), a Delaware limited liability company, **U.S. Bank Trust Company, National Association**, in its capacity as Indenture Trustee on behalf of the holders of the Notes referred to below (in such capacity, the "**Indenture Trustee**," also referred to herein as the "**Secured Party**") under the Indenture (the "**Indenture**"), dated as of August 16, 2022, among Toyota Auto Receivables 2022-C Owner Trust, a statutory trust formed pursuant to the laws of the State of Delaware (the "**Issuer**"), the Indenture Trustee and **U.S. Bank National Association**, in its capacity as securities intermediary (in such capacity, the "**Securities Intermediary**"). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Sale and Servicing Agreement dated as of August 16, 2022, between the Issuer, Toyota Auto Finance Receivables LLC, as seller, and Toyota Motor Credit Corporation ("**TMCC**"), as servicer (the "**Sale and Servicing Agreement**").

PRELIMINARY STATEMENTS

A. *Trust Agreement.* The Issuer was formed as a Delaware statutory trust pursuant to the Trust Agreement, dated as of July 19, 2021, as the same has been amended and restated by the Amended and Restated Trust Agreement, dated as of August 16, 2022 (the "**Trust Agreement**"), by and between Toyota Auto Finance Receivables LLC and Wilmington Trust, National Association, as owner trustee (in such capacity and not individually, the "**Owner Trustee**").

B. *Administration Agreement.* Concurrently herewith, the Issuer, the Indenture Trustee and TMCC have entered into the Administration Agreement pursuant to which TMCC will perform certain administrative tasks on behalf of the Indenture Trustee and the Issuer (when acting in such capacity, TMCC is referred to herein as the "**Administrator**").

C. *Indenture.* Concurrently herewith, the Issuer, the Indenture Trustee and the Securities Intermediary have entered into the Indenture pursuant to which the Issuer will issue asset-backed notes (the "**Notes**") in the principal amounts and for purposes specified therein.

D. *Intention.* The Pledgor intends to establish the Reserve Account, as described in Section 5.07 of the Sale and Servicing Agreement, and intends to pledge to and to grant "control" thereof (as such term is defined in the Uniform Commercial Code as in effect on the date hereof in New York (the "**UCC**")) to the Indenture Trustee (as Secured Party) pursuant to the terms of this Agreement. It is the intention of the parties hereto that Securities Intermediary be bound to the terms of this Agreement and be obligated to perform the duties of Securities Intermediary described herein.

NOW, THEREFORE, in consideration of the premises herein contained and in order to induce the Issuer and Indenture Trustee to execute and deliver the Indenture, to induce the Issuer to purchase the Receivables in contemplation of issuing the Notes, to induce the Indenture Trustee to authenticate the Notes and for other good consideration, the receipt and adequacy of

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which are hereby acknowledged, Pledgor, Securities Intermediary and Secured Party hereby agree as follows:

Section 1. Definitions.

(a) *Specific Definitions*. The following terms used in this Agreement shall have the following meanings:

"**Broker-Dealer**" means a person registered as a broker or dealer under the Securities Exchange Act of 1934, as amended.

"**Collateral**" means (i) the Reserve Account, (ii) any amounts held from time to time in the Reserve Account, (iii) all Investments, including all Financial Assets, security entitlements, securities (whether certificated or uncertificated), instruments, accounts, general intangibles and deposits representing or evidencing any Investments, (iv) all interest, dividends, cash, instruments, securities and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Collateral, and (v) to the extent not covered by clauses (i) through (iv) above, all proceeds of any or all of the foregoing Collateral.

"**Entitlement Order**" has the meaning ascribed to the term "entitlement order" in Article 8 of the UCC.

"**Financial Asset**" has the meaning ascribed to the term "financial asset" in Article 8 of the UCC.

"**Investments**" means any Financial Assets credited to the Reserve Account, and any other property acquired by Securities Intermediary as securities intermediary hereunder in exchange for, with proceeds from or distributions on, or otherwise in respect of any Investments.

"**Overnight Investments**" means Investments of the kind described in clause (i) of the definition of "Eligible Investments" in the Sale and Servicing Agreement.

"**Suspension Period**" means any period (i) beginning promptly after receipt by Securities Intermediary of written notice from Secured Party, substantially in the form of the Prohibition Notice attached to this Agreement as Attachment 1, suspending Pledgor's right to direct the investment of funds held for the credit of the Reserve Account, and (ii) ending promptly after receipt by Securities Intermediary of written notice from Secured Party, substantially in the form of the Rescission of Prohibition Notice attached to this Agreement as Attachment 2, rescinding the preceding Prohibition Notice.

(b) *General Provisions*. Unless otherwise defined herein or in the Sale and Servicing Agreement, terms used in Articles 8 and 9 of the UCC are used herein as therein defined. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

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Section 2. Establishment and Operation of Reserve Account.

(a) *Establishment of Reserve Account*. Pledgor and Secured Party hereby authorize and direct Securities Intermediary to establish and maintain in its corporate trust department, a segregated account that is an Eligible Deposit Account and that is a "securities account" as that term is defined in Section 8-501(a) of the UCC in the name of Secured Party and under the sole dominion and control of Secured Party, designated as "Toyota Auto Receivables 2022-C Owner Trust Reserve Account." Securities Intermediary hereby undertakes to treat Secured Party as the person entitled to exercise the rights that comprise any Financial Asset credited to the Reserve Account. Secured Party and Pledgor agree that this account shall be the Reserve Account.

(b) *Acknowledgement of Receipt of Investments*. Securities Intermediary acknowledges the transfer by, or on behalf of, Pledgor, and the acquisition by Securities Intermediary, of cash in the amount of $3,750,095.46 for the credit of the Reserve Account.

(c) *Operations of the Reserve Account*. The Reserve Account shall be operated, and all Investments shall be acquired and registered or held (as applicable), in accordance with the terms of this Agreement. No funds shall be withdrawn from or deposited into the Reserve Account, except as provided in the Indenture and the Sale and Servicing Agreement. To the extent that the Indenture and the Sale and Servicing Agreement require payments into the Reserve Account, the provisions set forth herein shall govern.

(d) *Account Statements*. Securities Intermediary shall send Secured Party and Pledgor written account statements with respect to the Reserve Account not less frequently than monthly. Reports or confirmation of the execution of orders and statements of account shall be conclusive if not objected to in writing within thirty (30) days after delivery.

(e) *Hague Securities Convention*. There are no agreements (other than this Agreement, the Indenture and the Sale and Servicing Agreement) that govern the Reserve Account.

Section 3. Mechanics of Deposits of Funds or Investments to the Reserve Account.

(a) *Transfers to the Reserve Account*. Any transfers of funds to the Reserve Account shall be made by wire transfer (or, if applicable, intra-bank transfer) of immediately available funds addressed as follows:

U.S. Bank National Association
ABA No.: 091000022
SWIFT: USBKUS44IMT
Acct Name: Corporate Trust Clearing
Account #: 173103322058
Ref: Toyota TAOT 2022-C Reserve account # 236970001

Transfers of Financial Assets to the Reserve Account shall be permitted by book-entry from securities accounts maintained with Securities Intermediary.

(b) *Notice of Transfers*. In the event of any transfer of funds or Financial Assets to the Reserve Account pursuant to any provision of Section 4, Secured Party, or Pledgor, as the

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case may be, shall promptly, after initiating or sending out written instructions with respect to such transfer, give notice to the other such party by facsimile of the date and amount of such transfer.

Section 4. Eligible Investments and Transfers of Amounts in the Reserve Account.

(a) *Strict Compliance*. Funds or credit balances held by Securities Intermediary in the Reserve Account shall not be (i) invested or reinvested, (ii) sold or redeemed, or (iii) transferred from the Reserve Account, in either case except as provided in this Section 4.

(b) *Pledgor's Right to Direct Investment*. Except during any Suspension Period, Securities Intermediary shall, (i) in accordance with Pledgor's written Entitlement Orders given to Securities Intermediary from time to time, sell or redeem Investments, and apply amounts transferred to or held for the credit of the Reserve Account to make investments for credit to the Reserve Account, in Securities Intermediary's name and as custodian under this Agreement, in Eligible Investments, or release such amounts to, or to the order of, Pledgor and (ii) on each Payment Date prior to the occurrence of an Event of Default that results in the acceleration of the Notes that has not been rescinded under the Indenture, release all income from the investment of funds in the Reserve Account from the security interest granted to the Indenture Trustee in this Agreement and pay such amounts to, or to the order of, the Pledgor. During any Suspension Period and at any time after the occurrence of an Event of Default that results in the acceleration of the Notes which has not been rescinded under the Indenture, Pledgor's right to direct such investments under this Section 4(b) shall be suspended, and Securities Intermediary shall not accept Entitlement Orders with respect to the Reserve Account from any person other than Secured Party; and any credit balances shall be invested and reinvested only as provided in Section 4(c).

(c) *Secured Party's Right to Direct Investment*. During any Suspension Period and at any time after the occurrence of an Event of Default that results in the acceleration of the Notes which has not been rescinded under the Indenture, Securities Intermediary shall, in accordance with Secured Party's written Entitlement Orders (which may be prepared and delivered by the Administrator acting in its capacity as such) given to Securities Intermediary from time to time, sell or redeem Investments, and apply amounts transferred to or held for the credit of the Reserve Account to make investments for credit to the Reserve Account, in Securities Intermediary's name and as custodian under this Agreement, in Eligible Investments, or release such amounts to or to the order of the Secured Party. If no such written Entitlement Order has been given to Securities Intermediary, such amounts will be invested in accordance with the last provided instruction or if no such instruction was provided shall remain uninvested.

(d) *Overnight Investments*. To the extent that, as of 12:00 noon, New York time on any Business Day, there are credit balances expected to remain after settlement of all pending transactions in the Reserve Account, unless otherwise instructed by Secured Party (or by Administrator acting in its capacity as such, or by Pledgor at all times other than during a Suspension Period or at any time after the occurrence of an Event of Default that results in the acceleration of the Notes which has not been rescinded under the Indenture), Securities Intermediary shall apply the expected credit balances to acquire Overnight Investments in accordance with the last provided instruction relating to Overnight Investments. Any Overnight

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Investments shall be held for the credit of the Reserve Account from which the proceeds for acquisition was derived.

(e) *Actions of Securities Intermediary on Purchase of Investments*. Promptly upon the purchase, acquisition or transfer for credit of the Reserve Account of any Investment, Securities Intermediary shall take all steps that it customarily takes in the ordinary course of its business to ensure that such Investment is credited on its books to the Reserve Account. Without limiting the generality of the foregoing, Securities Intermediary shall promptly (i) send to Pledgor and Secured Party a written confirmation of the acquisition of such Investment, and (ii) indicate by book entry in its records that such Investment has been credited to, and is held for the credit of, the Reserve Account. Securities Intermediary agrees with Pledgor and Secured Party that any credit balances or property credited to, or held for the credit of, the Reserve Account shall be treated as "Financial Assets" as that term is defined in Section 8-102(a)(9)(iii) of the UCC. The Pledgor and Secured Party acknowledge that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Pledgor and Secured Party the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Pledgor and Secured Party specifically waive receipt of such confirmations to the extent permitted by law. Securities Intermediary will furnish the Pledgor and Secured Party periodic cash transaction statements that include detail for all investment transactions made by Securities Intermediary hereunder.

(f) *Grant of Control*. Anything contained herein to the contrary notwithstanding, Securities Intermediary shall, if and as directed in writing by Secured Party, without the consent of Pledgor, whether during a Suspension Period or otherwise, (i) comply with Entitlement Orders originated by Secured Party with respect to the Reserve Account, and any Security Entitlements therein, (ii) transfer, sell or redeem any of the Collateral, (iii) transfer any or all of the Collateral to any account or accounts designated by Secured Party, including an account established in Secured Party's name (whether at Secured Party or Securities Intermediary or otherwise), (iv) register title to any Collateral in any name specified by Secured Party consistent with the policies or practices of the applicable depository, including the name of Secured Party or any of its nominees or agents, without reference to any interest of Pledgor, or (v) otherwise deal with the Collateral as directed by Secured Party. Nothing contained in this paragraph shall constitute a waiver by Pledgor of any rights or remedies it may have against Secured Party under this Agreement or any other agreement.

(g) *Deposit of Proceeds*. Subject to Section 4(b), any interest, cash dividends or other cash distributions received in respect of any Investments and the net proceeds of any sale or payment of any Investments shall be promptly credited to, and held for the credit of the Reserve Account, and any distribution of property other than cash in respect of any Investment shall be credited to, and held for the credit of, the Reserve Account.

(h) *Valuation of Collateral*. Securities Intermediary shall provide view only access to its systems to Secured Party for the purpose of communicating data as to the Reserve Account as of that date.

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Section 5. Grant of Security Interest in Reserve Account; Covenant Against Creation of other Interests.

(a) *Security Interest*. Pledgor hereby grants to the Indenture Trustee, for the benefit of the Holders of Notes, all of the Pledgor's right, title and interest in and to the Collateral, whether now or hereafter existing or in which the Pledgor now has or hereafter acquires an interest and wherever the same may be located. Securities Intermediary hereby acknowledges the security interest granted by the Pledgor in favor of the Indenture Trustee, for the benefit of the Holders of Notes, in the Collateral and acknowledges that, on each Payment Date (i) prior to the occurrence of an Event of Default that results in an acceleration of the Notes that has not been rescinded under the Indenture and (ii) for so long as a Suspension Period is not continuing on such Payment Date, all income from the investment of funds in the Reserve Account will be (i) released from the security interest granted to the Indenture Trustee in this Agreement and (ii) paid to, or to the order of, the Pledgor.

(b) *Acknowledgement of Securities Intermediary's Role*. Securities Intermediary hereby further acknowledges that, during any Suspension Period, it holds the Reserve Account, and all Security Entitlements therein, as custodian for, for the benefit of, and subject to the control of, Secured Party. During any Suspension Period, Securities Intermediary shall, by book entry or otherwise, indicate that the Reserve Account, and all Security Entitlements registered to or held therein, are subject to the control of Secured Party as provided in Sections 4(c), 4(e) and 4(f). Securities Intermediary hereby further acknowledges that, subject to Section 4(f), at all times other than during a Suspension Period, it shall hold the Reserve Account, and all Security Entitlements therein, as custodian for, for the benefit of, and subject to the direction of, Pledgor at all times other than during a Suspension Period, Securities Intermediary shall, by book entry or otherwise, indicate that the Reserve Account, and all Security Entitlements registered to or held therein, are subject to the direction of Pledgor as provided in Section 4(b).

(c) *Securities Intermediary Has No Notice of Adverse Claims*. Securities Intermediary represents and warrants that (i) it has no notice of any Adverse Claim against any of the Collateral other than the claim of Secured Party under this Agreement, the Sale and Servicing Agreement and the Indenture; and (ii) it is not party to any agreement other than this Agreement that governs its rights or duties, or limits or conflicts with the rights of Secured Party, including the exclusive right of Secured Party to control as provided in Section 4(f), with respect to the Reserve Account.

(d) *Securities Intermediary Shall Not Acknowledge Other Claims*. Securities Intermediary agrees that, except as expressly provided in this Agreement (including Sections 4(b)) or with the written consent of Secured Party, it shall not agree to or acknowledge (i) any right by any Person other than Secured Party to originate Entitlement Orders or control with respect to the Reserve Account; or (ii) any limitation on the right of Secured Party to originate Entitlement Orders with respect to or direct the transfer of any Investments or cash credited to the Reserve Account.

Section 6. Securities Intermediary Maintenance of the Reserve Account.

(a) *Transactions Shall Comply With Rules*. The parties acknowledge that all transactions in Financial Assets under this Agreement shall be in accordance with the rules and customs of the exchange, market or clearing organization, if any, in which the transactions are

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executed or settled and in conformity with applicable law and regulations of governmental authorities and future amendments or supplements thereto.

(b) *Risk of Investments and Transactions*. It is not the intention of the parties that Securities Intermediary should bear any investment risk associated with Eligible Investments or Overnight Investments acquired for the credit of the Reserve Account in accordance with Section 4. Any losses or gains realized on such Investments shall be charged or credited to the Reserve Account, as appropriate. On committing to a transaction for the credit of the Reserve Account pursuant to an instruction permitted in accordance with Section 4, Securities Intermediary may, (i) pending settlement, block (A) the Investments to be sold or (B) credit balances sufficient to settle any acquisition, or the Investment the liquidation of which will yield funds sufficient to settle any acquisition and, (ii) at the time of settlement, deliver such Investments or funds in accordance with the rules, custom or practice of the particular market.

(c) *Use of Intermediaries and Nominees*. Securities Intermediary is authorized, subject to Secured Party's written instructions, to register any Financial Assets acquired by Securities Intermediary pursuant to this Agreement in the name of Securities Intermediary or in the name of its nominee, or to cause such securities to be registered in the name of a Federal reserve bank or a recognized securities intermediary or clearing corporation, or any nominee thereof. Securities Intermediary may at any time and from time to time appoint, and may at any time remove, any bank, trust company, clearing corporation, or Broker-Dealer as its agent to carry out such of the provisions of this Agreement. The appointment or use of any intermediary, or the appointment of any such agent, shall not relieve Securities Intermediary of any responsibility or liability under this Agreement.

(d) *Corporate Actions*. Except as otherwise set forth herein, Pledgor and Secured Party agree that Securities Intermediary shall have no responsibility for ascertaining or acting upon any calls, conversions, exchange offers, tenders, interest rate changes or similar matters relating to any Financial Assets credited to or held for the credit of the Reserve Account (except based on written instructions originated by Pledgor or Secured Party), or for informing Pledgor or Secured Party with respect thereto, whether or not Securities Intermediary has, or is deemed to have, knowledge of any of the aforesaid. Securities Intermediary is authorized to withdraw securities sold or otherwise disposed of, and to credit the Reserve Account with the proceeds thereof or make such other disposition thereof as may be directed in accordance with this Agreement. Securities Intermediary is further authorized to collect all income and other payments which may become due on Financial Assets credited to the Reserve Account, to surrender for payment maturing obligations and those called for redemption and to exchange certificates in temporary form for like certificates in definitive form, or, if the par value of any shares is changed, to effect the exchange for new certificates. It is understood and agreed by Pledgor and Secured Party that, although Securities Intermediary will use reasonable efforts to effect the transactions set forth in the preceding sentence, Securities Intermediary shall incur no liability for its failure to effect the same unless its failure is the result of negligence or willful misconduct.

(e) *Disclosure of Account Relationships*. Pledgor and Secured Party acknowledge that Securities Intermediary may be required to disclose to securities issuers the name, address and securities positions with respect to Financial Assets credited to the Reserve Account, and hereby consent to such disclosures.

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(f) *Forwarding of Documents*. Securities Intermediary shall forward to Pledgor and, if requested, Secured Party, or notify Pledgor and, if requested, Secured Party by telephone of, all written communications received by Securities Intermediary as owner of any Financial Assets credited to the Reserve Account and which are intended to be transmitted to the beneficial owner thereof.

(g) *Direction in Disputes*. Subject to Section 4(f), Pledgor, Securities Intermediary and Secured Party hereby agree that in the event any dispute arises with respect to the payment, ownership or right to possession of the Reserve Account or any other Collateral credited to or held therein Securities Intermediary shall take or refrain from taking such actions with respect to the Reserve Account as may be directed by (a) Secured Party during the Suspension Period and (b) Pledgor other than during the Suspension Period.

(h) *No Setoff, etc*. Securities Intermediary shall not exercise on its own behalf any claim, right of set-off, banker's lien, clearing lien, counterclaim or similar right against any of the Collateral; *provided that* Securities Intermediary may deduct, from any credit balances, any usual and ordinary transaction and administration fees payable in connection with the administration and operation of the Reserve Account. Except for claims for deductions permitted in the preceding sentence, Securities Intermediary agrees that any security interest it may have in the Reserve Account or any security entitlement carried therein shall be subordinate and junior to the interest of Secured Party.

(i) *Only Agreement*. This Agreement shall govern the actions, rights and obligations of Securities Intermediary, and shall determine the governing law, with respect to the Reserve Account and the Collateral notwithstanding any term or condition in any agreement other than this Agreement as it may be amended, supplemented or otherwise modified in writing.

(j) *Care of Financial Assets*. Securities Intermediary shall maintain possession or control of all Financial Assets credited to the Reserve Account by segregating such Financial Assets from its proprietary assets and keeping them free of any lien, charge or claim of any third party granted or created by Securities Intermediary. Securities Intermediary shall take such other steps to ensure that Financial Assets credited to the Reserve Account are identified as being held for customers of Securities Intermediary as may be required under applicable law or in accordance with custom and practice in the industry.

(k) *Further Actions*. Pledgor and Securities Intermediary shall take such further actions as Secured Party shall reasonably request as being necessary or desirable to maintain or achieve perfection or priority of Secured Party's security interest with respect to the Collateral and to permit Secured Party to exercise its rights with respect to the Collateral.

Section 7. Limitations on Duties, and Exculpation and Indemnification, of Securities Intermediary.

(a) *Limitation on Duty of Care; Exculpation*. Securities Intermediary's duties hereunder are only those specifically provided herein, and Securities Intermediary shall incur no liability whatsoever for any actions or omissions hereunder except for any such liability arising out of or in connection with Securities Intermediary's negligence or willful misconduct. Securities Intermediary has no obligation to ensure the sufficiency of this Agreement or the arrangements described hereunder to satisfy any objectives of Secured Party or Pledgor.

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Securities Intermediary shall have no duty to supervise or to provide investment counseling or advice to Pledgor or Secured Party with respect to the purchase, sale, retention or other disposition of any Financial Assets held hereunder. Except as specifically otherwise provided in this Agreement, Securities Intermediary shall not be responsible for enforcing compliance by the other parties to this Agreement with their respective duties and obligations to each other under this or any other Agreement.

(b) *Consultation with Counsel*. Securities Intermediary may consult with, and obtain, at the expense of Pledgor, advice from, legal counsel as to the construction of any of the provisions of this Agreement, and shall incur no liability in acting in good faith in accordance with the reasonable advice and opinion of such counsel.

(c) *Reasonable Reliance*. Securities Intermediary shall be fully protected and shall suffer no liability in acting in accordance with any written instructions reasonably believed by it to have been given (i) by Secured Party (or from the Administrator purporting to be acting in its capacity as such) with respect to any aspect of the operation of the Reserve Account (including any such instructions relating to any investment or transfer of any amounts held therein) or (ii) by Pledgor, to the extent provided in Section 4(b), with respect to the Reserve Account.

(d) *Expenditure of Funds*. No provision of this Agreement shall require Securities Intermediary to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds to believe that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(e) *Resignation*. Securities Intermediary may at any time resign by giving thirty (30) days written notice of resignation to the Secured Party and the Pledgor; provided however that no such resignation of Securities Intermediary shall be effective until a successor Securities Intermediary has been appointed and is serving pursuant to the terms hereof. Upon receiving notice of such resignation, the Pledgor shall promptly appoint a successor, and upon acceptance by the successor of such appointment, release the resigning Successor Intermediary from its obligations hereunder by written instrument, a copy of which instrument shall be delivered to the other parties hereto, Securities Intermediary and the successor Securities Intermediary. If no successor shall have been so appointed and have accepted appointment within forty-five (45) days after the giving of such notice of resignation, the resigning Securities Intermediary may petition any court of competent jurisdiction on for the appointment of such successor.

(f) *Indemnity*. The Pledgor shall indemnify Securities Intermediary and its officers, directors, employees and agents against any and all loss, liability or expense (including, but not limited to, reasonable legal fees and expenses and including any such reasonable fees, costs and expenses incurred in connection with any enforcement (including any action, claim, or suit brought by such indemnified parties) of any indemnification or other obligation of the Issuer) incurred by it in connection with the administration of this trust and the performance of its duties hereunder not resulting from its own willful misconduct, negligence or bad faith. Securities Intermediary shall notify the Pledgor promptly of any claim for which it may seek indemnity. Failure by Securities Intermediary to so notify the Pledgor shall not relieve the Pledgor of its obligations hereunder. The Pledgor need not reimburse any expense or indemnify against any loss, liability or expense incurred by Securities Intermediary through Securities Intermediary's

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own willful misconduct, negligence or bad faith. The provisions of this Section 7(f) shall survive the termination of this Agreement or the earlier resignation or removal of Securities Intermediary

Section 8. Representations and Warranties By Securities Intermediary. Securities Intermediary hereby represents and warrants to Pledgor and Secured Party as follows:

(a) *Corporate Power*. Securities Intermediary has all necessary corporate power and authority to enter into and perform this Agreement.

(b) *Execution Authorized*. The execution, delivery and performance of this Agreement by Securities Intermediary have been duly authorized by all necessary corporate action on the part of Securities Intermediary.

(c) *Securities Intermediary*. Securities Intermediary is a "securities intermediary" (as that term is defined in Section 8-102(a)(14) of the UCC), and is acting in such capacity with respect to the Reserve Account. Securities Intermediary is not a "clearing corporation" (as that term is defined in Section 8-102(a)(5) of the UCC). Securities Intermediary has at the time of this Agreement and shall continuously maintain a place of business in the United States at which any of the activities of Securities Intermediary are carried on and which (i) alone or together with other offices of Securities Intermediary or with other persons acting for Securities Intermediary in the United States or another nation (A) effects or monitors entries to securities accounts, (B) administers payments or corporate actions relating to securities held with Securities Intermediary or such other persons, or (C) is otherwise engaged in a business or other regular activity of maintaining securities accounts; or (ii) is identified by an account number, bank code, or other specific means of identification as maintaining securities accounts in the United States.

Section 9. Termination. All rights to the Reserve Account and all other Collateral registered to or held therein shall revert to Pledgor, upon Securities Intermediary's receipt of written notice, signed by an authorized officer of Secured Party, that the Indenture has terminated.

Section 10. Resignation and Removal of Securities Intermediary.

(a) *Removal*. Securities Intermediary may be removed at any time by written notice given by Secured Party to Securities Intermediary and Pledgor, but such removal shall not become effective until a successor Securities Intermediary shall have been appointed by Secured Party and shall have accepted such appointment in writing.

(b) *Resignation*. Securities Intermediary may resign at any time by giving not less than thirty (30) days' written notice to Secured Party and Pledgor, but such ·removal shall not become effective until a successor Securities Intermediary (i) shall have been appointed by Secured Party and (ii) shall have accepted such appointment in writing. If an instrument of acceptance by a successor Securities Intermediary shall not have been delivered to the resigning Securities Intermediary within sixty (60) days after the giving of any such notice of resignation, the resigning Securities Intermediary may, at the expense of Pledgor, petition any court of competent jurisdiction for the appointment of a successor Securities Intermediary.

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(c) *Successor Securities Intermediary*. Any successor Securities Intermediary shall be a bank or trust company, having capital and surplus of at least $50 million, located in the State of New York.

(d) *Process of Succession*. Upon the appointment of a successor Securities Intermediary and its acceptance of such appointment, the resigning or removed Securities Intermediary shall transfer all items of Collateral held by it to such successor (which items of Collateral shall be transferred to new Reserve Account established and maintained by such successor). Following such appointment all references herein to Securities Intermediary shall be deemed a reference to such successor; *provided that* the provisions of Section 7 hereof shall continue to inure to the benefit of the resigning or removed Securities Intermediary with respect to any actions taken or omitted to be taken by it under this Agreement while it was Securities Intermediary hereunder.

Section 11. Secured Party as Indenture Trustee. Secured Party shall at all times be the same Person that is the Indenture Trustee under the Indenture. Resignation or removal of the Indenture Trustee under the Indenture shall also constitute substitution of a successor Secured Party under this Agreement. Upon the acceptance of any appointment as successor Indenture Trustee under the Indenture, that successor Indenture Trustee shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Secured Party under this Agreement, and the retiring or removed Secured Party under this Agreement shall promptly (i) transfer to such successor Secured Party all items of Collateral held by Secured Party, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Secured Party under this Agreement, and (ii) execute and deliver to such successor Secured Party such documents and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Secured Party of the security interests created hereunder, whereupon such retiring or removed Secured Party shall be discharged from its duties and obligations under this Agreement.

Section 12. CHOICE OF LAW. BOTH THIS AGREEMENT AND THE RESERVE ACCOUNT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (REGARDLESS OF ITS CONFLICT OF LAW PROVISIONS (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK)). REGARDLESS OF ANY PROVISION IN ANY OTHER AGREEMENT, FOR PURPOSES OF THE UCC, NEW YORK SHALL BE DEEMED TO BE SECURITIES INTERMEDIARY'S JURISDICTION, THE RESERVE ACCOUNT AND SECURITIES ENTITLEMENTS RELATED THERETO SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, AND THE LAW OF THE STATE OF NEW YORK SHALL GOVERN ALL ISSUES SPECIFIED IN ARTICLE 2(1) OF THE HAGUE SECURITIES CONVENTION. THE PARTIES WILL NOT AGREE TO ANY AMENDMENT TO THIS AGREEMENT OR THE INDENTURE TO CHANGE THE GOVERNING LAW TO ANY LAW OTHER THAN THE LAWS OF THE STATE OF NEW YORK.

Section 13. Amendments. This Agreement may be amended from time to time by a written amendment duly executed and delivered by the Pledgor, the Indenture Trustee and Securities Intermediary, and without the consent of any of the Noteholders or the Certificateholders, to cure any ambiguity, to correct or supplement any provisions in this

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Agreement or for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions in this Agreement or of modifying in any manner the rights of the Noteholders or the Certificateholders; provided, that either (i) an Officer's Certificate shall have been delivered by the Servicer to the Indenture Trustee certifying that such officer reasonably believes that such proposed amendment will not materially and adversely affect the interest of any Noteholder or (ii) the Rating Agency Condition has been satisfied in respect of such proposed amendment.

This Agreement may also be amended from time to time by the Pledgor, the Indenture Trustee and Securities Intermediary and, if the interests of the Noteholders are materially and adversely affected, with the consent of the Holders of Notes evidencing at least a majority of the Outstanding Amount of the Controlling Class of Notes, acting together as a single Class, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement or of modifying in any manner the rights of the Noteholders or Certificateholders under this Agreement.

No amendment otherwise permitted under this Section 13 may (x) increase or reduce in any manner the amount of, or accelerate or delay the timing of, collections of payments on the Receivables or distributions required to be made for the benefit of any Noteholders or Certificateholders without the consent of all Noteholders and Certificateholders adversely affected thereby, or (y) reduce the percentage of the Notes or Certificates which are required to consent to any such amendment without the consent of the Noteholders and Certificateholders adversely affected thereby; provided, that any amendment referred to in clause (x) or (y) above shall be deemed to not adversely affect any Noteholder if the Rating Agency Condition has been satisfied in respect of such proposed amendment. No amendment referred to in clause (x) in the immediately preceding sentence shall be permitted unless an Officer's Certificate shall have been delivered by the Servicer to the Indenture Trustee certifying that such officer reasonably believes that such proposed amendment will not materially and adversely affect the interest of any Noteholder or Certificateholder whose consent was not obtained.

Prior to the execution of any amendment to this Agreement, the Indenture Trustee shall be entitled to receive and rely upon an Opinion of Counsel stating that the execution of such amendment is authorized or permitted by this Agreement. Promptly after the execution of any such amendment or consent, the Indenture Trustee shall furnish written notification of the substance of such amendment or consent to the Certificateholder and the Administrator and the Administrator shall provide such notification to each of the Rating Agencies.

It shall not be necessary for the consent of the Certificateholders, the Noteholders or the Indenture Trustee pursuant to this Section 13 to approve the particular form of any proposed amendment or consent, but it shall be sufficient if such consent shall approve the substance thereof. The manner of obtaining such consents and of evidencing the authorization of the execution thereof by the Certificateholders shall be subject to such reasonable requirements as the Indenture Trustee may prescribe.

Section 14. Tax Reporting. All items of income, gain, expense and loss recognized in the Securities Accounts shall be reported to the Internal Revenue Service and all state and local taxing authorities under the name and taxpayer identification number of the Pledgor.

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Section 15. Compensation. Pledgor shall pay to Securities Intermediary from time to time reasonable compensation for its services hereunder. Pledgor shall reimburse Securities Intermediary upon request for all reasonable disbursements, expenses and advances incurred or made by it. Such expenses shall include the reasonable compensation, disbursements and expenses of Securities Intermediary's agents and counsel.

Section 16. Successors. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors.

Section 17. Notices. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and electronic confirmation of error free receipt is received or two (2) days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below.

Pledgor:

Toyota Auto Finance Receivables LLC
6565 Headquarters Drive, W2-3D
Plano, Texas 75024-5965
Attention: Treasury Operations Department
Fax: (310) 381-7739
With a copy by electronic mail to:
TFS_TREASURY_Operations@toyota.com

With a copy to:
Toyota Auto Finance Receivables LLC
6565 Headquarters Drive, W2-5A
Plano, Texas 75024-5965
Attention: General Counsel
Fax: (310) 381-7739

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Secured Party: U.S. Bank Trust Company, National Association
190 S. LaSalle Street, 7th Floor
Chicago, Illinois 60603
Attention: Toyota Auto Receivables 2022-C Owner Trust

Securities Intermediary: U.S. Bank National Association
190 S. LaSalle Street, 7th Floor
Chicago, Illinois 60603
Attention: Toyota Auto Receivables 2022-C Owner Trust

Any party may change its address for notices in the manner set forth above.

Section 18. Submission to Jurisdiction. Each party submits to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York State Court sitting in New York, New York for legal proceedings relating to this Agreement. Each party irrevocably waives, to the fullest extent permitted by law, any objection that it may now or in the future have to the venue of a proceeding brought in such a court and any claim that the proceeding was brought in an inconvenient forum.

Section 19. WAIVER OF JURY TRIAL. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 20. Counterparts and Electronic Signatures. This Agreement may be executed in any manner of counterparts, all of which shall constitute in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement, by signing and delivering one or more counterparts. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Section 21. No Petition. Each of the parties hereto, by entering into this Agreement, hereby covenants and agrees that it shall not at any time acquiesce, petition or otherwise invoke or cause the Issuer or the Pledgor to invoke the process of any court or government authority for the purpose of commencing or sustaining a case against the Issuer or the Pledgor under any federal or state bankruptcy, insolvency or similar law, or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Issuer or the Pledgor, as the case may be, or any substantial part of its property, or ordering the winding up or liquidation of the affairs of the Issuer or the Pledgor, in connection with any obligations relating to the Notes, the Certificates, this Agreement or any of the Basic Documents prior to the date that is one year and one day after the date on which the Indenture is terminated. This Section 21 shall survive the termination of this Agreement and the termination of Securities Intermediary under this Agreement.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

TOYOTA AUTO FINANCE RECEIVABLES LLC

By: ______________________________________
Name:
Title:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Indenture Trustee

By: ______________________________________
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION,
as Securities Intermediary

By: ______________________________________
Name:
Title:

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FORM OF PROHIBITION NOTICE

Date:

U.S. Bank National Association
190 S. LaSalle Street, 7th Floor
Chicago, Illinois 60603
Attention: Toyota Auto Receivables 2022-C Owner Trust

Toyota Auto Finance Receivables LLC
6565 Headquarters Drive, W2-3D
Plano, Texas 75024-5965
Attention: Treasury Operations Department

Toyota Auto Finance Receivables LLC
6565 Headquarters Drive, W2-5A
Plano, Texas 75024-5965
Attention: General Counsel

Re: *Prohibition Notice: Toyota Auto Receivables 2022-C Owner Trust - Reserve Account*

Ladies and Gentlemen:

Pursuant to the Securities Account Control Agreement (the “Agreement”) dated as of August 16, 2022 and entered into among Toyota Auto Finance Receivables LLC, U.S. Bank Trust Company, National Association, in its capacity as Indenture Trustee, and U.S. Bank National Association, in its capacity as Securities Intermediary, we hereby give you this Prohibition Notice and notify you of the commencement of a Suspension Period. Until further notice from the undersigned substantially in the form of Attachment 2 to the Agreement, Securities Intermediary shall not accept or follow instructions from Pledgor pursuant to Section 4(b) of the Agreement.

Capitalized terms used and not otherwise defined in this notice are used with their respective meanings in the Agreement.

Yours truly,

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Indenture Trustee and Secured Party

By: ______________________________

Its: ______________________________

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FORM OF RESCISSION OF PROHIBITION NOTICE

Date:

U.S. Bank National Association
190 S. LaSalle Street, 7th Floor
Chicago, Illinois 60603
Attention: Toyota Auto Receivables 2022-C Owner Trust

Toyota Auto Finance Receivables LLC
6565 Headquarters Drive, W2-3D
Plano, Texas 75024-5965
Attention: Treasury Operations Department

Toyota Auto Finance Receivables LLC
6565 Headquarters Drive, W2-5A
Plano, Texas 75024-5965
Attention: General Counsel

Re: *Rescission of Prohibition Notice: Toyota Auto Receivables 2022-C Owner Trust - Reserve Account*

Ladies and Gentlemen:

Pursuant to the Securities Account Control Agreement (the "Agreement") dated as of August 16, 2022, and entered into among Toyota Auto Finance Receivables LLC, U.S. Bank Trust Company, National Association, in its capacity as Indenture Trustee, and U.S. Bank National Association, in its capacity as Securities Intermediary, we hereby notify you of the rescission by Secured Party of the Prohibition Notice dated _______, 20__ and the end of the related Suspension Period. You are hereby instructed that you shall accept and follow written instructions from Pledgor pursuant to Section 4(b) of the Agreement.

Capitalized terms used and not otherwise defined in this notice are used with their respective meanings in the Agreement.

Yours truly,

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Indenture Trustee and Secured Party

By: ____________________________________

Its: ____________________________________

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Exhibit 4.7

FORM OF ASSET REPRESENTATIONS REVIEW AGREEMENT

among

TOYOTA AUTO RECEIVABLES 2022-C OWNER TRUST,
as Issuer,

TOYOTA MOTOR CREDIT CORPORATION,
as Servicer and Administrator,

and

CLAYTON FIXED INCOME SERVICES LLC,
as Asset Representations Reviewer

Dated as of August 16, 2022

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Schedule A – Review Materials
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ASSET REPRESENTATIONS REVIEW AGREEMENT, dated as of August 16, 2022 (this "Agreement"), among TOYOTA AUTO RECEIVABLES 2022-C OWNER TRUST, a Delaware statutory trust (the "Issuer"), TOYOTA MOTOR CREDIT CORPORATION, a California corporation ("TMCC"), as servicer (in such capacity, the "Servicer") and administrator (in such capacity, the "Administrator"), and CLAYTON FIXED INCOME SERVICES LLC, a Delaware limited liability company (the "Asset Representations Reviewer").

WITNESSETH

WHEREAS, the Issuer desires to engage the Asset Representations Reviewer to perform reviews of certain Receivables for compliance with certain representations and warranties made with respect thereto; and

WHEREAS, the Asset Representations Reviewer desires to perform such reviews of Receivables in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I
USAGE AND DEFINITIONS

Section 1.1. Usage and Definitions. Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to such terms in the Sale and Servicing Agreement.

Section 1.2. Additional Definitions. The following terms have the meanings given below:

"Annual Fee" has the meaning stated in Section 4.3(a).

"Annual Period" has the meaning stated in Section 4.3(e).

"Confidential Information" has the meaning stated in Section 4.9(b).

"Contract" means, with respect to any Receivable, the original tangible record constituting or forming a part of such Receivable, or a copy or image of such original tangible record, together with (and as modified by) any correction notice issued by the Servicer to the related Obligor with respect thereto.

"Information Recipients" has the meaning stated in Section 4.9(a).

"Indemnified Parties" has the meaning stated in Section 4.6(a).

"Indenture" means the Indenture, dated as of August 16, 2022, among the Issuer, the Indenture Trustee and U.S. Bank National Association, as securities intermediary, as the same may be amended, supplemented or modified from time to time.

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"Indenture Trustee" means U.S. Bank Trust Company, National Association, as indenture trustee under the Indenture, and any successor thereto.

"Issuer PII" has the meaning stated in Section 4.10(a).

"PII" has the meaning stated in Section 4.10(a).

"Review" means the performance by the Asset Representations Reviewer of the testing procedures for each Test and each Review Receivable according to Section 3.3.

"Review Fee" has the meaning stated in Section 4.3(b).

"Review Materials" means, for a Review and a Review Receivable, the documents and other materials listed in Schedule A.

"Review Notice" means a notice delivered to the Asset Representations Reviewer by the Indenture Trustee pursuant to 12.02 of the Indenture.

"Review Receivables" means those certain Receivables identified by the Servicer to the Asset Representations Reviewer following receipt of a Review Notice as not having been paid in full by the Obligor or purchased from the Issuer in accordance with the terms of the Basic Documents at or prior to the date of such Review Notice.

"Review Report" means, for a Review, the report of the Asset Representations Reviewer as described in Section 3.4.

"Sale and Servicing Agreement" means the Sale and Servicing Agreement, dated as of August 16, 2022, among the Issuer, the Seller and TMCC.

"Test" has the meaning stated in Section 3.3(a).

"Test Complete" has the meaning stated in Section 3.3(c).

"Test Fail" has the meaning stated in Section 3.3(a).

"Test Pass" has the meaning stated in Section 3.3(a).

ARTICLE II
ENGAGEMENT OF ASSET REPRESENTATIONS REVIEWER

Section 2.1. Engagement; Acceptance. The Issuer hereby engages Clayton Fixed Income Services LLC to act as the Asset Representations Reviewer for the Issuer. Clayton Fixed Income Services LLC hereby accepts the engagement and agrees to perform the obligations of the Asset Representations Reviewer on the terms set forth in this Agreement.

Section 2.2. Confirmation of Status. The parties confirm that the Asset Representations Reviewer is not responsible for (a) reviewing the Receivables for compliance with the representations and warranties under the Basic Documents, except as described in this

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Agreement, or (b) determining whether noncompliance with the representations or warranties constitutes a breach of the Basic Documents.

ARTICLE III
ASSET REPRESENTATIONS REVIEW PROCESS

Section 3.1. Review Notice and Identification of Review Receivables. Within ten (10) Business Days after delivery of a Review Notice to the Asset Representations Reviewer, the Servicer will deliver a list of the Review Receivables to the Asset Representations Reviewer. Upon receipt of a Review Notice and the related list of Review Receivables from the Servicer, the Asset Representations Reviewer will start a Review. Delivery of any Review Notice shall be made pursuant to Section 10.03 of the Sale and Servicing Agreement.

Section 3.2. Review Materials.

(a) Access to Review Materials. Within sixty (60) days of the delivery of a Review Notice to the Asset Representations Reviewer, the Servicer will give the Asset Representations Reviewer access to the Review Materials for all of the Review Receivables in one or more of the following ways, to be determined in the sole discretion of the Servicer: (i) by providing access to the Servicer's receivables systems, either remotely or at an office of the Servicer, (ii) by electronic posting to a password-protected website to which the Asset Representations Reviewer has access, (iii) by providing scanned copies at an office of the Servicer where the Review Materials are located or (iv) in another manner agreed to between the Servicer and the Asset Representations Reviewer. The Servicer may redact or remove PII from the Review Materials, but will use commercially reasonable efforts not to change the meaning or usefulness of the Review Materials for the Review.

(b) Missing or Insufficient Review Materials. The Asset Representations Reviewer will review the Review Materials to determine if any Review Materials are missing or insufficient for the Asset Representations Reviewer to perform any Test. If the Asset Representations Reviewer determines that there are missing or insufficient Review Materials, the Asset Representations Reviewer will notify the Servicer and the Administrator promptly, and in any event no less than twenty (20) Business Days before completing the Review. The Servicer will have fifteen (15) Business Days to give the Asset Representations Reviewer access to the missing Review Materials or other documents or information to correct any such insufficiency. If the missing or insufficient Review Materials or other documents or information have not been provided by the Servicer within such fifteen (15) Business Day period, the related Review Report will report a Test Fail for each Test in respect of which such missing or insufficient Review Materials is necessary to determine whether a Test Pass result is appropriate.

Section 3.3. Performance of Reviews.

(a) Test Procedures. For a Review, the Asset Representations Reviewer will perform, for each Review Receivable, the procedures listed under "Tests" in Schedule B for each representation and warranty (each, a "Test"), using the Review Materials necessary to perform the procedures described for such Test in Schedule B. For each Test and Review Receivable, the

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Asset Representations Reviewer will determine if the Test has been satisfied (a "Test Pass") or if the Test has not been satisfied (a "Test Fail").

(b) Review Period. The Asset Representations Reviewer will complete the Review of all of the Review Receivables within sixty (60) days after having received access to the Review Materials pursuant to Section 3.2(a). However, if additional Review Materials are provided to the Asset Representations Reviewer in respect of any Review Receivables pursuant to Section 3.2(b), the Review period will be extended for an additional thirty (30) days in respect of any such Review Receivables.

(c) Completion of Review for Certain Review Receivables. Following the delivery of the list of the Review Receivables and before the delivery of the Review Report by the Asset Representations Reviewer, the Servicer may notify the Asset Representations Reviewer if a Review Receivable is paid in full by the Obligor or purchased from the Issuer in accordance with the terms of the Basic Documents. On receipt of such notice, the Asset Representations Reviewer will immediately terminate all Tests of the related Review Receivable, and the Review of such Review Receivables will be considered complete (a "Test Complete"). In this case, the related Review Report will indicate a Test Complete for such Review Receivable and the related reason.

(d) Previously Reviewed Receivable; Duplicative Tests. If any Review Receivable was included in a prior Review, the Asset Representations Reviewer will not conduct additional Tests on such Review Receivable, but will include the previously reported Test results in the Review Report for the current Review. If the same Test is required for more than one representation and warranty, the Asset Representations Reviewer will only perform the Test once for each Review Receivable, but will report the results of the Test for each applicable representation and warranty on the Review Report.

(e) Termination of Review. If a Review is in process and the Notes will be paid in full on the next Payment Date, the Servicer or the Administrator will notify the Asset Representations Reviewer no less than ten (10) days before that Payment Date. On receipt of such notice, the Asset Representations Reviewer will terminate the Review immediately and will not be obligated to deliver a Review Report.

Section 3.4. Review Reports. Within five (5) days after the end of the applicable Review period under Section 3.3(b), the Asset Representations Reviewer will deliver to the Issuer, the Servicer, the Depositor, the Administrator and the Indenture Trustee a Review Report indicating for each Review Receivable whether there was a Test Pass, Test Fail or Test Complete for each related Test. For each Test Fail or Test Complete, the Review Report will indicate the related reason, including (for example) whether the Review Receivable was a Test Fail as a result of missing or incomplete Review Materials. The Review Report will contain a summary of the Review results to be included in the Issuer's Form 10-D report for the Collection Period in which the Review Report is received. The Asset Representations Reviewer will ensure that the Review Report does not contain any PII. On reasonable request of the Servicer or the Administrator, the Asset Representations Reviewer will provide additional details on the Test results.

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Section 3.5. Review Representatives.

(a) Servicer Representative. The Servicer will designate one or more representatives who will be available to assist the Asset Representations Reviewer in performing the Review, including responding to requests and answering questions from the Asset Representations Reviewer about access to Review Materials on the Servicer's originations, receivables or other systems, obtaining missing or insufficient Review Materials and/or providing clarification of any Review Materials or Tests.

(b) Asset Representations Reviewer Representative. The Asset Representations Reviewer will designate one or more representatives who will be available to the Issuer, the Servicer and the Administrator during the performance of a Review.

(c) Questions About Review. The Asset Representations Reviewer will make appropriate personnel available to respond in writing to written questions or requests for clarification of any Review Report from the Indenture Trustee, the Servicer or the Administrator until the earlier of (i) the payment in full of the Notes and (ii) two years after the delivery of the Review Report. The Asset Representations Reviewer will not be obligated to respond to questions or requests for clarification from Noteholders or any other Person and will direct such Persons, and the Indenture Trustee will direct the Noteholders, to submit written questions or requests to the Servicer.

Section 3.6. Dispute Resolution. If a Review Receivable that was the subject of a Review becomes the subject of a dispute resolution proceeding under Section 11.02 of the Sale and Servicing Agreement, the Asset Representations Reviewer will participate in the dispute resolution proceeding on request of a party to the proceeding. The reasonable out-of-pocket expenses of the Asset Representations Reviewer for its participation in any dispute resolution proceeding will be considered expenses of the requesting party for the dispute resolution and will be paid by a party to the dispute resolution as determined by the mediator or arbitrator for the dispute resolution according to Section 11.02 of the Sale and Servicing Agreement. If not paid by a party to the dispute resolution, the expenses will be reimbursed by the Issuer according to Section 4.3(d) of this Agreement.

Section 3.7. Limitations on Review Obligations.

(a) Review Process Limitations. The Asset Representations Reviewer will have no obligation: (i) to determine whether a Delinquency Trigger has occurred or whether the required percentage of Noteholders has voted to direct a Review under the Indenture; (ii) to determine which Receivables are the subject of a Review; (iii) to obtain or confirm the validity of the Review Materials; (iv) to obtain missing or insufficient Review Materials; (v) to take any action or cause any other party to take any action under any of the Basic Documents to enforce any remedies for breaches of representations or warranties; or (vi) to establish cause, materiality or recourse for any Test Fail as described in Section 3.3.

(b) Testing Procedure Limitations. The Asset Representations Reviewer will only be required to perform the "Tests" described in Schedule B, and will not be obligated to perform additional procedures on any Review Receivable other than as specified in this Agreement.

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However, the Asset Representations Reviewer may, in its discretion, (i) perform other tests that it deems reasonable and appropriate in determining whether the Review Receivables were in compliance with the representations and warranties made by TMCC and the Seller about the Review Receivables in the Basic Documents as of the Cutoff Date or Closing Date, as applicable, and (ii) provide additional information about any Review Receivable that it determines in good faith to be material to the related Review.

ARTICLE IV
ASSET REPRESENTATIONS REVIEWER

Section 4.1. Representations and Warranties. The Asset Representations Reviewer represents and warrants to the Issuer as of the Closing Date:

(a) Organization and Qualification. The Asset Representations Reviewer is duly organized and validly existing as a limited liability company in good standing under the laws of State of Delaware. The Asset Representations Reviewer is qualified as a foreign limited liability company in good standing and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of its properties or the conduct of its activities requires the qualification, license or approval, unless the failure to obtain the qualifications, licenses or approvals would not reasonably be expected to have a material adverse effect on the Asset Representations Reviewer's ability to perform its obligations under this Agreement.

(b) Power, Authority and Enforceability. The Asset Representations Reviewer has the power and authority to execute, deliver and perform its obligations under this Agreement. The Asset Representations Reviewer has authorized the execution, delivery and performance of this Agreement. This Agreement is the legal, valid and binding obligation of the Asset Representations Reviewer enforceable against the Asset Representations Reviewer, except as may be limited by insolvency, bankruptcy, reorganization or other laws relating to the enforcement of creditors' rights or by general equitable principles.

(c) No Conflicts and No Violation. The completion of the transactions contemplated by this Agreement and the performance of the Asset Representations Reviewer's obligations under this Agreement will not (i) conflict with, or be a breach or default under, any indenture, mortgage, deed of trust, loan agreement, guarantee or similar document under which the Asset Representations Reviewer is a debtor or guarantor, (ii) result in the creation or imposition of a Lien on the properties or assets of the Asset Representations Reviewer under the terms of any indenture, mortgage, deed of trust, loan agreement, guarantee or similar document, (iii) violate the organizational documents of the Asset Representations Reviewer or (iv) violate a law or, to the Asset Representations Reviewer's knowledge, an order, rule or regulation of a federal or State court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Asset Representations Reviewer or its properties that applies to the Asset Representations Reviewer, which, in each case, would reasonably be expected to have a material adverse effect on the Asset Representations Reviewer's ability to perform its obligations under this Agreement.

(d) No Proceedings. To the Asset Representations Reviewer's knowledge, there are no proceedings or investigations pending or threatened in writing before a federal or State court,

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regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Asset Representations Reviewer or its properties (i) asserting the invalidity of this Agreement, (ii) seeking to prevent the completion of the transactions contemplated by this Agreement or (iii) seeking any determination or ruling that would reasonably be expected to have a material adverse effect on the Asset Representations Reviewer's ability to perform its obligations under, or the validity or enforceability of, this Agreement.

(e) Eligibility. The Asset Representations Reviewer meets the eligibility requirements in Section 5.1.

Section 4.2. Covenants. The Asset Representations Reviewer covenants and agrees that:

(a) Eligibility. It will notify the Issuer, the Servicer and the Administrator promptly if it no longer meets, or reasonably expects that it will no longer meet, the eligibility requirements in Section 5.1.

(b) Review Systems; Personnel. It will maintain business process management and/or other systems necessary to ensure that it can perform each Test and, on execution of this Agreement, will load each Test into these systems. The Asset Representations Reviewer will ensure that these systems allow for each Review Receivable and the related Review Materials to be individually tracked and stored as contemplated by this Agreement. The Asset Representations Reviewer will maintain adequate staff that is properly trained to conduct Reviews as required by this Agreement.

(c) Maintenance of Review Materials. It will maintain copies of any Review Materials, Review Reports and other documents relating to a Review, including internal correspondence and work papers, for a period of at least two years after any termination of this Agreement.

(d) Compliance with Applicable Law. The Asset Representations Reviewer will act in accordance with all requirements applicable to an asset representations reviewer under applicable law (as amended from time to time) and other state or federal securities law applicable to asset representations reviewers in effect during the term of this Agreement.

Section 4.3. Fees and Expenses.

(a) Annual Fee. As compensation for its activities hereunder, the Asset Representations Reviewer shall be entitled to receive an annual fee (the "Annual Fee") with respect to each Annual Period prior to the termination of the Issuer, in an amount equal to $5,000.

(b) Review Fee. Following the completion of a Review and the delivery of the related Review Report pursuant to Section 3.4, or the termination of a Review according to Section 3.3(e), and the delivery to the Issuer, the Indenture Trustee, the Servicer and the Administrator of a detailed invoice in respect thereof, the Asset Representations Reviewer will be entitled to a fee of $200 for each Review Receivable for which the Review was started (the "Review Fee"). However, no Review Fee will be charged for any Review Receivable which was

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included in a prior Review or for which no Tests were completed prior to the Asset Representations Reviewer being notified of a termination of the Review according to Section 3.3(e) or due to missing or insufficient Review Materials under Section 3.2(b).

(c) Reimbursement of Travel Expenses. If the Servicer provides access to the Review Materials at one of its properties, the Issuer will reimburse the Asset Representations Reviewer for its reasonable travel expenses incurred in connection with the Review, following the delivery to the Issuer, the Indenture Trustee, the Servicer and the Administrator of a detailed invoice in respect of such expenses; provided that such reimbursable expenses may not exceed $20,000.

(d) Dispute Resolution Expenses. If the Asset Representations Reviewer participates in a dispute resolution proceeding under Section 3.6 of this Agreement and its reasonable out-of-pocket expenses for participating in the proceeding are not paid by a party to the dispute resolution within ninety (90) days after the end of the proceeding, the Issuer will reimburse the Asset Representations Reviewer for such expenses after receipt of a detailed invoice in respect thereof.

(e) Method of Payment. The initial Annual Fee will become due and payable by TMCC within thirty (30) days of receipt by TMCC of an invoice in respect thereof. Each other Annual Fee, and the amount of any properly invoiced fees, expenses or claims (including any Review Fee) to be reimbursed or paid by the Issuer pursuant to the terms of this Agreement, will become due and payable by the Issuer on the next Payment Date occurring at least five (5) Business Days after receipt by the Servicer of the related invoice from the Asset Representations Reviewer, in each case in accordance with the priority of payments set forth in Section 5.06(b) or (c) of the Sale and Servicing Agreement, as applicable; provided that, (i) Annual Fees (other than the initial Annual Fee) will not be payable by the Issuer prior to the Payment Date immediately following the end of each annual period occurring on the anniversary of the Closing Date (each such period, an "Annual Period"), and (ii) the Asset Representations Reviewer must submit its invoice for any outstanding fees, expenses or claims not later than ten (10) Business Days before the final Payment Date. The Servicer shall provide notice to the Asset Representations Reviewer of the final Payment Date at least fifteen (15) Business Days prior to such Payment Date. In the event that any such properly invoiced fees, expenses or claims are not paid or reimbursed in full by the Issuer on the related Payment Date, TMCC shall promptly pay the Asset Representations Reviewer for any such unpaid amounts. If, subsequent to any such payment by TMCC to the Asset Representations Reviewer described in the immediately preceding sentence, the Asset Representations Reviewer receives payment or reimbursement in respect of the related fee, expense or claim, in part or in full, from the Issuer, then the Asset Representations Reviewer shall promptly refund TMCC for the amount of such payment or reimbursement received from the Issuer on such subsequent date.

Section 4.4. Limitation on Liability. The Asset Representations Reviewer will not be liable to any Person for any action taken, or not taken, in good faith under this Agreement or for errors in judgment. However, the Asset Representations Reviewer will be liable for its willful misconduct, bad faith or negligence in performing its obligations under this Agreement. In no event will the Asset Representations Reviewer be liable for special, indirect or consequential

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losses or damages (including lost profit), even if the Asset Representations Reviewer has been advised of the likelihood of the loss or damage and regardless of the form of action.

Section 4.5. Indemnification by Asset Representations Reviewer. The Asset Representations Reviewer will indemnify each of the Issuer, the Seller, the Servicer, the Administrator, the Owner Trustee and the Indenture Trustee and their respective directors, officers, employees and agents for all fees, expenses, losses, damages and liabilities (including, but not limited to, reasonable legal fees, costs and expenses, and including any such reasonable fees, costs and expenses incurred in connection with any enforcement (including any action, claim, or suit brought by such indemnified parties) of any indemnification or other obligation of the Asset Representations Reviewer) resulting from (a) the willful misconduct, bad faith or negligence of the Asset Representations Reviewer in performing its obligations under this Agreement and (b) the Asset Representations Reviewer's breach of any of its representations or warranties in this Agreement. The Asset Representations Reviewer's obligations under this Section 4.5 will survive the termination of this Agreement, the termination of the Issuer and the resignation or removal of the Asset Representations Reviewer.

Section 4.6. Indemnification of Asset Representations Reviewer.

(a) Indemnification. The Issuer will indemnify the Asset Representations Reviewer and its officers, directors, employees and agents (each, an "Indemnified Person"), for all costs, expenses, losses, damages and liabilities resulting from the performance of its obligations under this Agreement (including the fees and expenses of defending itself against any loss, damage or liability), but excluding any cost, expense, loss, damage or liability resulting from (i) the Asset Representations Reviewer's willful misconduct, bad faith or negligence or (ii) the Asset Representations Reviewer's breach of any of its representations or warranties in this Agreement.

(b) Proceedings. Promptly on receipt by an Indemnified Person of notice of a Proceeding against it, the Indemnified Person will, if a claim is to be made under Section 4.6(a), notify the Issuer, the Servicer and the Administrator of the Proceeding. The Issuer, the Servicer and the Administrator may participate in and assume the defense and settlement of a Proceeding at its expense. If the Issuer, the Servicer or the Administrator notifies the Indemnified Person of its intention to assume the defense of the Proceeding with counsel reasonably satisfactory to the Indemnified Person, and so long as the Issuer, the Servicer or the Administrator assumes the defense of the Proceeding in a manner reasonably satisfactory to the Indemnified Person, the Issuer, the Servicer and the Administrator will not be liable for fees and expenses of counsel to the Indemnified Person unless there is a conflict between the interests of the Issuer, the Servicer or the Administrator, as applicable, and an Indemnified Person. If there is a conflict, the Issuer, the Servicer or the Administrator will pay for the reasonable fees and expenses of separate counsel to the Indemnified Person. No settlement of a Proceeding may be made without the approval of the Issuer, the Servicer and the Administrator and the Indemnified Person, which approval will not be unreasonably withheld, conditioned or delayed.

(c) Survival of Obligations. The Issuer's, the Servicer's and the Administrator's obligations under this Section 4.6 will survive the resignation or removal of the Asset Representations Reviewer and the termination of this Agreement.

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(d) Repayment. If the Issuer, the Servicer or the Administrator makes any payment under this Section 4.6 and the Indemnified Person later collects any of the amounts for which the payments were made to it from others, the Indemnified Person will promptly repay the amounts to the Issuer, the Servicer or the Administrator, as applicable.

Section 4.7. Inspections of Asset Representations Reviewer. The Asset Representations Reviewer agrees that, with reasonable prior notice not more than once during any year, it will permit authorized representatives of the Issuer, the Servicer and the Administrator, during the Asset Representations Reviewer's normal business hours, to examine and review the books of account, records, reports and other documents and materials of the Asset Representations Reviewer relating to (a) the performance of the Asset Representations Reviewer's obligations under this Agreement, (b) payments of fees and expenses of the Asset Representations Reviewer for its performance and (c) a claim made by the Asset Representations Reviewer under this Agreement. In addition, the Asset Representations Reviewer will permit the Issuer's, the Servicer's and the Administrator's representatives to make copies and extracts of any of those documents and to discuss them with the Asset Representations Reviewer's officers and employees. Each of the Issuer, the Servicer and the Administrator will, and will cause its authorized representatives to, hold in confidence the information except if disclosure may be required by law or if the Issuer, the Servicer or the Administrator reasonably determines that it is required to make the disclosure under this Agreement or the other Basic Documents. The Asset Representations Reviewer will maintain all relevant books, records, reports and other documents and materials for a period of at least two years after the termination of its obligations under this Agreement.

Section 4.8. Delegation of Obligations. The Asset Representations Reviewer may not delegate or subcontract its obligations under this Agreement to any Person without the consent of the Issuer, the Servicer and the Administrator.

Section 4.9. Confidential Information.

(a) Treatment. The Asset Representations Reviewer agrees to hold and treat Confidential Information given to it under this Agreement in confidence and under the terms and conditions of this Section 4.9, and will implement and maintain safeguards to further assure the confidentiality of the Confidential Information. The Confidential Information will not, without the prior consent of the Issuer, the Servicer and the Administrator, be disclosed or used by the Asset Representations Reviewer, or its officers, directors, employees, agents, representatives or affiliates, including legal counsel (collectively, the "Information Recipients") other than for the purposes of performing Reviews of Review Receivables or performing its obligations under this Agreement. The Asset Representations Reviewer agrees that it will not, and will cause its Affiliates to not (i) purchase or sell securities issued by TMCC, the Issuer or any of their respective Affiliates or special purpose entities formed by any of the foregoing Persons on the basis of Confidential Information or (ii) use the Confidential Information for the preparation of research reports, newsletters or other publications or similar communications.

(b) Definition. "Confidential Information" means oral, written and electronic materials (irrespective of its source or form of communication) furnished before, on or after the

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date of this Agreement to the Asset Representations Reviewer for the purposes contemplated by this Agreement, including:

(i) lists of Review Receivables and any related Review Materials;

(ii) origination and servicing guidelines, policies and procedures, and form contracts; and

(iii) notes, analyses, compilations, studies or other documents or records prepared by the Servicer or the Administrator, which contain information supplied by or on behalf of the Servicer, the Administrator or their respective representatives.

However, Confidential Information will not include information that (A) is or becomes generally available to the public other than as a result of disclosure by the Information Recipients, (B) was available to, or becomes available to, the Information Recipients on a non-confidential basis from a Person or entity other than the Issuer, the Servicer or the Administrator before its disclosure to the Information Recipients who, to the knowledge of the Information Recipient is not bound by a confidentiality agreement with the Issuer, the Servicer or the Administrator and is not prohibited from transmitting the information to the Information Recipients, (C) is independently developed by the Information Recipients without the use of the Confidential Information, as shown by the Information Recipients' files and records or other evidence in the Information Recipients' possession or (D) the Issuer, the Servicer or the Administrator provides permission to the applicable Information Recipients to release.

(c) Protection. The Asset Representations Reviewer will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of Confidential Information, including those measures that it takes to protect its own confidential information and not less than a reasonable standard of care. The Asset Representations Reviewer acknowledges that PII is also subject to the additional requirements in Section 4.10.

(d) Disclosure. If the Asset Representations Reviewer is required by applicable law, regulation, rule or order issued by an administrative, governmental, regulatory or judicial authority to disclose part of the Confidential Information, it may disclose the Confidential Information. However, before a required disclosure, the Asset Representations Reviewer, if permitted by law, regulation, rule or order, will use its reasonable efforts to provide the Issuer, the Servicer and the Administrator with notice of the requirement and will cooperate, at the Issuer's or the Servicer's expense, as applicable, in the Issuer's or the Servicer's pursuit of a proper protective order or other relief for the disclosure of the Confidential Information. If the Issuer or the Servicer is unable to obtain a protective order or other proper remedy by the date that the information is required to be disclosed, the Asset Representations Reviewer will disclose only that part of the Confidential Information that it is advised by its legal counsel it is legally required to disclose.

(e) Responsibility for Information Recipients. The Asset Representations Reviewer will be responsible for a breach of this Section 4.9 by its Information Recipients.

(f) Violation. The Asset Representations Reviewer agrees that a violation of this Agreement may cause irreparable injury to the Issuer, the Servicer and the Administrator, and the

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Issuer, the Servicer and the Administrator may seek injunctive relief in addition to legal remedies. If an action is initiated by the Issuer, the Servicer or the Administrator to enforce this Section 4.9, the prevailing party will be reimbursed for its fees and expenses, including reasonable attorney's fees, incurred for the enforcement.

Section 4.10. Personally Identifiable Information.

(a) Definitions. "PII" means information in any format about an identifiable individual, including, name, address, phone number, e-mail address, account number(s), identification number(s), any other actual or assigned attribute associated with or identifiable to an individual and any information that when used separately or in combination with other information could identify an individual. "Issuer PII" means PII furnished by the Issuer, the Servicer, the Administrator or their respective Affiliates to the Asset Representations Reviewer and PII developed or otherwise collected or acquired by the Asset Representations Reviewer in performing its obligations under this Agreement.

(b) Use of Issuer PII. The Issuer does not grant the Asset Representations Reviewer any rights to Issuer PII except as provided in this Agreement. The Asset Representations Reviewer will use Issuer PII only to perform its obligations under this Agreement or as specifically directed in writing by the Issuer and will only reproduce Issuer PII to the extent necessary for these purposes. The Asset Representations Reviewer must comply with all laws applicable to PII, Issuer PII and the Asset Representations Reviewer's business, including any legally required codes of conduct, including those relating to privacy, security and data protection. The Asset Representations Reviewer will protect and secure Issuer PII. The Asset Representations Reviewer will implement privacy or data protection policies and procedures that comply with applicable law and this Agreement. The Asset Representations Reviewer will implement and maintain reasonable and appropriate practices, procedures and systems, including administrative, technical and physical safeguards to (i) protect the security, confidentiality and integrity of Issuer PII, (ii) ensure against anticipated threats or hazards to the security or integrity of Issuer PII, (iii) protect against unauthorized access to or use of Issuer PII and (iv) otherwise comply with its obligations under this Agreement. These safeguards include a written data security plan, employee training, information access controls, restricted disclosures, systems protections (e.g., intrusion protection, data storage protection and data transmission protection) and physical security measures.

(c) Additional Limitations. In addition to the use and protection requirements described in Section 4.10(b), the Asset Representations Reviewer's disclosure of Issuer PII is also subject to the following requirements:

(i) The Asset Representations Reviewer will not disclose Issuer PII to its personnel or allow its personnel access to Issuer PII except (A) for the Asset Representations Reviewer personnel who require Issuer PII to perform a Review, (B) with the prior consent of the Issuer or (C) as required by applicable law. When permitted, the disclosure of or access to Issuer PII will be limited to the specific information necessary for the individual to complete the assigned task. The Asset Representations Reviewer will inform personnel with access to Issuer PII of the

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confidentiality requirements in this Agreement and train its personnel with access to Issuer PII on the proper use and protection of Issuer PII.

(ii) The Asset Representations Reviewer will not sell, disclose, provide or exchange Issuer PII with or to any third party without the prior consent of the Issuer.

(iii) Notwithstanding anything to the contrary contained in this Agreement, the Asset Representations Reviewer's use and handling of Issuer PII shall also be subject to the terms and limitations described in that separate letter agreement between TMCC and the Asset Representations Reviewer dated October 22, 2015 (the "Letter Agreement") and, in the event of any conflict between the terms of the Letter Agreement and the terms of this Agreement related to the Asset Representations Reviewer's use and handling of Issuer PII, the most restrictive of such terms shall govern.

(d) Notice of Breach. The Asset Representations Reviewer will notify the Issuer, the Servicer and the Administrator promptly in the event of an actual or reasonably suspected security breach, unauthorized access, misappropriation or other compromise of the security, confidentiality or integrity of Issuer PII and, where applicable, immediately take action to prevent any further breach.

(e) Return or Disposal of Issuer PII. Except where return or disposal is prohibited by applicable law, promptly on the earlier of the completion of the Review or the request of the Issuer, all Issuer PII in any medium in the Asset Representations Reviewer's possession or under its control will be (i) destroyed in a manner that prevents its recovery or restoration or (ii) if so directed by the Issuer, returned to the Issuer without the Asset Representations Reviewer retaining any actual or recoverable copies, in both cases, without charge to the Issuer. Where the Asset Representations Reviewer retains Issuer PII, the Asset Representations Reviewer will limit the Asset Representations Reviewer's further use or disclosure of Issuer PII to that required by applicable law.

(f) Compliance; Modification. The Asset Representations Reviewer will cooperate with and provide information to the Issuer, the Servicer and the Administrator regarding the Asset Representations Reviewer's compliance with this Section 4.10. The Asset Representations Reviewer, the Issuer, the Servicer and the Administrator agree to modify this Section 4.10 as necessary for any party to comply with applicable law.

(g) Audit of Asset Representations Reviewer. The Asset Representations Reviewer will permit the Issuer, the Servicer and the Administrator and their authorized representatives to audit the Asset Representations Reviewer's compliance with this Section 4.10 during the Asset Representations Reviewer's normal business hours on reasonable advance notice to the Asset Representations Reviewer, and not more than once during any year unless circumstances necessitate additional audits. The Issuer, the Servicer and the Administrator agree to make reasonable efforts to schedule any audit described in this Section 4.10 with the inspections described in Section 4.7. The Asset Representations Reviewer will also permit the Issuer, the Servicer and the Administrator, during normal business hours on reasonable advance written notice, to audit any service providers used by the Asset Representations Reviewer to fulfill the Asset Representations Reviewer's obligations under this Agreement.

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(h) Affiliates and Third Parties. If the Asset Representations Reviewer processes the PII of the Issuer's, the Servicer's or the Administrator's Affiliates or a third party when performing a Review, and if such Affiliate or third party is identified to the Asset Representations Reviewer, such Affiliate or third party is an intended third-party beneficiary of this Section 4.10, and this Agreement is intended to benefit the Affiliate or third party. The Affiliate or third party may enforce the PII-related terms of this Section 4.10 against the Asset Representations Reviewer as if each were a signatory to this Agreement.

ARTICLE V
RESIGNATION AND REMOVAL;
SUCCESSOR ASSET REPRESENTATIONS REVIEWER

Section 5.1. Eligibility Requirements for Asset Representations Reviewer. The Asset Representations Reviewer must be a Person who (a) is not an Affiliate of TMCC, the Seller, the Issuer, the Servicer, the Administrator, the Indenture Trustee or the Owner Trustee and (b) is not an Affiliate of any Person that was engaged by TMCC or any underwriter of the Notes to perform any due diligence on the Receivables prior to the Closing Date.

Section 5.2. Resignation and Removal of Asset Representations Reviewer.

(a) No Resignation. The Asset Representations Reviewer will not resign as Asset Representations Reviewer unless it determines it is legally unable to perform its obligations under this Agreement and there is no reasonable action that it could take to make the performance of its obligations under this Agreement permitted under applicable law. In such event, the Asset Representations Reviewer will deliver a notice of its resignation to the Issuer, the Servicer and the Administrator, together with an Opinion of Counsel supporting its determination.

(b) Removal. If any of the following events occur, the Issuer, by notice to the Asset Representations Reviewer, may remove the Asset Representations Reviewer and terminate its rights and obligations under this Agreement:

(i) the Asset Representations Reviewer no longer meets the eligibility requirements in Section 5.1;

(ii) the Asset Representations Reviewer breaches of any of its representations, warranties, covenants or obligations in this Agreement; or

(iii) an Insolvency Event of the Asset Representations Reviewer occurs.

(c) Notice of Resignation or Removal. The Issuer will notify the Servicer, the Administrator, the Owner Trustee and the Indenture Trustee of any resignation or removal of the Asset Representations Reviewer.

(d) Continue to Perform After Resignation or Removal. No resignation or removal of the Asset Representations Reviewer will be effective, and the Asset Representations Reviewer will continue to perform its obligations under this Agreement, until a successor Asset Representations Reviewer has accepted its engagement according to Section 5.3(b).

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Section 5.3. Successor Asset Representations Reviewer.

(a) Engagement of Successor Asset Representations Reviewer. Following the resignation or removal of the Asset Representations Reviewer, the Issuer will engage a successor Asset Representations Reviewer who meets the eligibility requirements of Section 5.1.

(b) Effectiveness of Resignation or Removal. No resignation or removal of the Asset Representations Reviewer will be effective until the successor Asset Representations Reviewer has executed and delivered to the Issuer, the Servicer and the Administrator an agreement accepting its engagement and agreeing to perform the obligations of the Asset Representations Reviewer under this Agreement or entering into a new agreement with the Issuer on substantially the same terms as this Agreement.

(c) Transition and Expenses. If the Asset Representations Reviewer resigns or is removed, the Asset Representations Reviewer will cooperate with the Issuer, the Servicer and the Administrator and take all actions reasonably requested to assist the Issuer in making an orderly transition of the Asset Representations Reviewer's rights and obligations under this Agreement to the successor Asset Representations Reviewer. The Asset Representations Reviewer will pay the reasonable expenses of transitioning the Asset Representations Reviewer's obligations under this Agreement and preparing the successor Asset Representations Reviewer to take on the obligations on receipt of an invoice with reasonable detail of the expenses from the Issuer, the Servicer, the Administrator or the successor Asset Representations Reviewer. To the extent expenses incurred by the Asset Representations Reviewer in connection with the replacement of the Asset Representations Reviewer are not paid by the Asset Representations Reviewer that is being replaced, the Issuer will pay such expenses in accordance with the priority of payments set forth in Section 5.06(b) or (c) of the Sale and Servicing Agreement, as applicable.

Section 5.4. Merger, Consolidation or Succession. Any Person (a) into which the Asset Representations Reviewer is merged or consolidated, (b) resulting from any merger or consolidation to which the Asset Representations Reviewer is a party or (c) succeeding to the business of the Asset Representations Reviewer, if that Person meets the eligibility requirements in Section 5.1, will be the successor to the Asset Representations Reviewer under this Agreement. Such Person will execute and deliver to the Issuer, the Servicer and the Administrator an agreement to assume the Asset Representations Reviewer's obligations under this Agreement (unless the assumption happens by operation of law).

ARTICLE VI
OTHER AGREEMENTS

Section 6.1. Independence of Asset Representations Reviewer. The Asset Representations Reviewer will be an independent contractor and will not be subject to the supervision of the Issuer for the manner in which it accomplishes the performance of its obligations under this Agreement. Unless authorized by the Issuer, the Servicer or the Administrator, the Asset Representations Reviewer will have no authority to act for or represent the Issuer, the Servicer or the Administrator, respectively, and will not be considered an agent of any such Person. Nothing in this Agreement will make the Asset Representations Reviewer and

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the Issuer, the Servicer or the Administrator members of any partnership, joint venture or other separate entity or impose any liability as such on any of them.

Section 6.2. No Petition. Each of the parties agrees that, before the date that is one year and one day (or, if longer, any applicable preference period) after payment in full of all securities issued by the Seller, the Issuer or by a trust for which the Seller was a depositor, it will not start or pursue against, or join any other Person in starting or pursuing against the Seller or the Issuer, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings under any bankruptcy or similar law. This Section 6.2 will survive the termination of this Agreement.

Section 6.3. Limitation of Liability of Owner Trustee. This Agreement has been signed on behalf of the Issuer by Wilmington Trust, National Association, not in its individual capacity but solely in its capacity as Owner Trustee of the Issuer. In no event will Wilmington Trust, National Association in its individual capacity or a beneficial owner of the Issuer be liable for the Issuer's obligations under this Agreement. For all purposes under this Agreement, the Owner Trustee will be subject to, and entitled to the benefits of, the Trust Agreement.

Section 6.4. Termination of Agreement. This Agreement will terminate, except for the obligations under Section 4.6, on the earlier of (a) the payment in full of all outstanding Notes and the satisfaction and discharge of the Indenture and (b) the date the Issuer is terminated under the Trust Agreement.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 7.1. Amendments. The parties may amend this Agreement:

(i) to clarify an ambiguity, correct an error or correct or supplement any term of this Agreement that may be defective or inconsistent with the other terms of this Agreement or to provide for, or facilitate the acceptance of this Agreement by, a successor Asset Representations Reviewer, in each case without the consent of the Noteholders or any other Person;

(ii) to add, change or eliminate terms of this Agreement, in each case without the consent of the Noteholders or any other Person, if the Administrator delivers an Officer's Certificate to the Issuer, the Owner Trustee and the Indenture Trustee stating that the amendment will not have a material adverse effect on the Noteholders; or

(iii) to add, change or eliminate terms of this Agreement for which an Officer's Certificate is not or cannot be delivered under Section 7.1(ii), with the consent of a majority of the Outstanding Amount of the Notes of the Controlling Class, acting together as a single Class.

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Section 7.2. Assignment; Benefit of Agreement; Third Party Beneficiaries.

(a) Assignment. Except as stated in Section 5.4, this Agreement may not be assigned by the Asset Representations Reviewer without the consent of the Issuer, the Servicer and the Administrator.

(b) Benefit of Agreement; Third-Party Beneficiaries. This Agreement is for the benefit of and will be binding on the parties and their permitted successors and assigns. The Owner Trustee and the Indenture Trustee, for the benefit of the Noteholders, will be third-party beneficiaries of this Agreement and may enforce this Agreement against the Asset Representations Reviewer, the Servicer and the Administrator. No other Person will have any right or obligation under this Agreement.

Section 7.3. Notices.

(a) Notices to Parties. All notices, requests, demands, consents, waivers or other communications to or from the parties must be in writing and will be considered given:

(i) for overnight mail, on delivery or, for registered first class mail, postage prepaid, three (3) days after deposit in the mail;

(ii) for a fax, when receipt is confirmed by telephone, reply email or reply fax from the recipient;

(iii) for an email, when receipt is confirmed by telephone or reply email from the recipient; and

(iv) for an electronic posting to a password-protected website to which the recipient has access, on delivery of an email (without the requirement of confirmation of receipt) stating that the electronic posting has occurred.

(b) Notice Addresses. Any notice, request, demand, consent, waiver or other communication will be addressed as stated in the Sale and Servicing Agreement or the Administration Agreement, as applicable, or to another address as a party may give by notice to the other parties.

Section 7.4. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW), AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.**

Section 7.5. **WAIVER OF JURY TRIAL. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY**

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IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 7.6. No Waiver; Remedies. No party's failure or delay in exercising a power, right or remedy under this Agreement will operate as a waiver. No single or partial exercise of a power, right or remedy will preclude any other or further exercise of the power, right or remedy or the exercise of any other power, right or remedy. The powers, rights and remedies under this Agreement are in addition to any powers, rights and remedies under law.

Section 7.7. Severability. If a part of this Agreement is held invalid, illegal or unenforceable, then it will be deemed severable from the remaining Agreement and will not affect the validity, legality or enforceability of the remaining Agreement.

Section 7.8. Headings. The headings in this Agreement are included for convenience and will not affect the meaning or interpretation of this Agreement.

Section 7.9. Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts. Each counterpart will be an original and all counterparts will together be one document. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Section 7.10. Submission to Jurisdiction. Each party submits to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York State Court sitting in New York, New York for legal proceedings relating to this Agreement. Each party irrevocably waives, to the fullest extent permitted by law, any objection that it may now or in the future have to the venue of a proceeding brought in such a court and any claim that the proceeding was brought in an inconvenient forum.

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IN WITNESS WHEREOF, the Issuer, the Servicer, the Administrator and the Asset Representations Reviewer have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the date first above written.

TOYOTA AUTO RECEIVABLES 2022-C OWNER TRUST, as Issuer

By: Wilmington Trust, National Association, not in its individual capacity, but solely as Owner Trustee

By: ____
Name:
Title:

TOYOTA MOTOR CREDIT CORPORATION, as Servicer and Administrator

By: ____
Name:
Title:

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CLAYTON FIXED INCOME SERVICES LLC,
as Asset Representations Reviewer

By: ______________________________________
Name:
Title:

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Schedule A
Review Materials

"Review Materials" means, with respect to each Receivable:

(a) the Contract;

(b) the original credit application executed by the related Obligor (or a photocopy or other image or electronic record thereof;

(c) the original certificate of title (or evidence that such certificate of title has been applied for), or a photocopy or other image thereof, and of such documents that the Servicer shall keep on file evidencing the security interest in the related Financed Vehicle;

(d) an electronic data tape describing certain characteristics of the Receivables as of the Cutoff Date or such other applicable date of determination (the "Data Tape");

(e) a list of approved contract forms for the Review Receivables, as provided by TMCC; and

(f) such other documentation or information (whether tangible or electronic, and including, without limitation, screen prints or reports of the Servicer's receivables and securitization systems) as the Servicer, as the case may be, may maintain and which the Servicer shall have determined to be relevant to any Test with respect to such Receivable.

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Schedule B
Representations, Warranties and Tests

Representations and Warranties Made as of the Cutoff Date and the Closing Date (unless otherwise specified)	**Tests**
1. Origination. Each Receivable was originated in the United States by a Dealer for the retail sale of the related Financed Vehicle in the ordinary course of such Dealer's business, has been fully and properly executed or electronically authenticated by the parties thereto, has been purchased by TMCC from such Dealer under an existing agreement with TMCC and has been validly assigned by such Dealer to TMCC.	Test 1-1: Dealer Address Confirm the Dealer address on the Contract is a United States address. Test 1-2: Contract Signed Confirm the Obligor(s) and Dealer signed the Contract. Test 1-3: Valid Assignee Confirm TMCC, or a name included in the list of acceptable name variations, is identified as the assignee in either the Assignment section of the Contract or separate assignment document. Test 1-4: Valid Assignor Signature Confirm the Contract was completed electronically or if completed on paper, confirm the Dealer signature is present as assignor on the Contract or separate assignment document.
2. Security Interest. With respect to each Receivable, as of the Closing Date, TMCC has, or has started procedures that will result in TMCC having, a perfected, first priority security interest in the related Financed Vehicle, which security interest was validly created and is assignable by the Seller to the Purchaser, and by the Purchaser to the Issuer.	Test 2-1: Lienholder Confirm the title documents identify either TMCC, or a name included in the list of acceptable name variations, as the first lienholder. Test 2-2: Obligor Name Confirm the Obligor name(s) on the Contract, taking into account any amendments or correction notices, match(es) the name(s) on the title documents. Test 2-3: Valid VIN Confirm the vehicle identification number on the Contract, taking into account any amendments or correction notices, matches the vehicle identification number on the title documents.
3. Simple Interest. Each Receivable provides for scheduled monthly payments that fully amortize the Amount Financed by maturity (except for minimally different payments in the first or last month in the life of the Receivable) and provides for a finance charge or yield interest at its APR, in either case calculated based on the Simple Interest Method.	Test 3-1: Payments Review the Contract and confirm it reflects a level monthly payment except for the first and final payment, if any. Sum the first payment (if any), the product of the number of payments (or the number of regular payments, if there is a first or final payment) and the Payment Amount and the final payment (if any) and confirm that this amount is equal to the Total of Payments in the Truth in Lending section of the Contract. Test 3-2: Simple Interest Observe the Contact and confirm it is a Simple Interest Method Contract.

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Representations and Warranties Made as of the Cutoff Date and the Closing Date **(unless otherwise specified)**	**Tests**
4. Prepayment. Each Receivable allows for prepayment without penalty.	Test 4-1: Prepayment Confirm the Contract provides a prepayment disclosure that does not require a penalty.
5. Compliance with Law. To the Seller's knowledge, each Receivable complied in all material respects at the time it was originated with all requirements of applicable federal, state and local laws, and regulations thereunder.	Test 5-1: Complete Contract Confirm the Contract was completed electronically or if completed on paper, confirm the Contract form number and revision date are approved for use according to TMCC internal documentation.
6. Binding Obligation. Each Receivable is on a form contract containing customary and enforceable provisions that includes rights and remedies allowing the holder to enforce the obligation and realize on the related Financed Vehicle and represents the legal, valid and binding payment obligation in writing of the related Obligor, enforceable by the holder thereof in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity and consumer protection laws, regardless of whether such enforceability is considered in a proceeding in equity or at law.	Test 6-1: Valid Contract Form Confirm the Contract was completed electronically or if completed on paper, confirm the Contract form number and revision date are approved for use according to TMCC internal documentation. Test 6-2: Contract Executed Confirm the Obligor(s) signed the Contract.
7. No Government Obligors. None of the Receivables is due from the United States or any state or local government, or from any agency, department or instrumentality of the United States or any state or local government.	Test 7-1: Personal Use Review the Obligor section on the Contract and confirm the Obligor name(s) is that of a natural person. Test 7-2: No Government Obligor If the Obligor section on the Contract does not report a natural person's name or an obvious non-governmental business, confirm internet search results show no indication of the Obligor(s) to be a government agency, department, political subdivision or instrumentality.
8. Receivables in Force. As of the Cutoff Date, no Receivable has been satisfied, nor has any Financed Vehicle been released in whole or in part from the lien granted by the related Receivable.	Test 8-1: Active Account Observe the Receivable in TMCC's Data Tape, and confirm it was an active account on the Cutoff Date.

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Representations and Warranties Made as of the Cutoff Date and the Closing Date (unless otherwise specified)	Tests
9. No Amendments or Waivers. As of the Cutoff Date, no material provision of a Receivable has been amended, modified or waived in a manner that is prohibited by the provisions of the Sale and Servicing Agreement.	Test 9-1: Contract Form Confirm the Contract was completed electronically or if completed on paper, confirm the Contract form number and revision date are approved for use according to TMCC internal documentation. Test 9-2: Modification Review the Data Tape and the Contract (as amended by any related correction notice, if any) and confirm that, as of the Cutoff Date, there is no revision to the following terms: i. APR ii. Original Contract Term iii. Monthly Payment iv. Total Amount Financed v. Make / Model / Model Year vi. Simple Interest Method Loan
10. No Defenses. To the Seller's knowledge, as of the Closing Date, no Receivable is subject to any right of rescission, setoff, counterclaim or defense, nor has any such right been asserted or threatened with respect to any Receivable.	Test 10-1: No Litigation Review the Review Materials and confirm there is no evidence of litigation or other attorney involvement as of the Closing Date.
11. No Payment Default. Except for payment delinquencies that have been continuing for a period of not more than 29 days, no payment default under the terms of any Receivable exists as of the Cutoff Date.	Test 11-1: Delinquency Observe TMCC's Data Tape and confirm the Receivable was not more than 29 days delinquent as of the Cutoff Date.
12. No Repossession. No Financed Vehicle has been repossessed without reinstatement as of the Cutoff Date.	Test 12-1: Repossession Inventory Observe TMCC's receivables systems and confirm the Receivable was not held in repossession inventory as of the Cutoff Date.
13. Insurance. The terms of each Receivable require the related Obligor to obtain and maintain physical damage insurance covering the related Financed Vehicle in accordance with TMCC's normal requirements. No Financed Vehicle was subject to force-placed insurance.	Test 13-1: Physical Damage Covered Confirm the Contract contains language that required the Obligor to obtain and maintain insurance against physical damage to the Financed Vehicle. Test 13-2: No Force-Placed Insurance Confirm the Review Materials contain no evidence the Financed Vehicle was subject to force-placed insurance.

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Representations and Warranties Made as of the Cutoff Date and the Closing Date <u>(unless otherwise specified)</u>	Tests
14. Good Title. Immediately prior to the transfer and assignment herein contemplated, the Seller had good and marketable title to each Receivable free and clear of all Liens and rights of others (other than pursuant to the Basic Documents) and, immediately upon the transfer and assignment thereof, the Purchaser will have good and marketable title to each Receivable, free and clear of all Liens and rights of others (other than pursuant to the Basic Documents).	<u>Test 14-1: Sole Lienholder</u> Confirm the title documents designate TMCC, or a name included in the list of acceptable name variations as the sole lien holder and that no other lien holder is listed. <u>Test 14-2: No Transfer of Title</u> Confirm the title documents indicate the Receivable has not been sold, assigned, or transferred to any other entity.
15. Lawful Assignment. No Receivable has been originated in, or is subject to the laws of, any jurisdiction under which the sale, transfer and assignment of such Receivable under this Agreement, or pursuant to the Sale and Servicing Agreement or the pledge of such Receivable under the Indenture are unlawful, void or voidable. The terms of each Receivable do not limit the right of the owner of such Receivable to sell such Receivable.	<u>Test 15-1: Contract Form</u> Confirm the Contract was completed electronically or if completed on paper, confirm the Contract form number and revision date are approved for use according to TMCC internal documentation. <u>Test 15-2: Assignability</u> Confirm the Contract does not contain language that limits the sale or transfer of the Receivable.
16. Additional Representations and Warranties. (A) Each Receivable is being serviced by TMCC as of the Closing Date; (B) as of the Cutoff Date, each Receivable is secured by a new or used car, crossover utility vehicle, light-duty truck or sport utility vehicle; (C) no Receivable was more than 29 days past due as of the Cutoff Date; and (D) as of the Cutoff Date, no Receivable was noted in the records of TMCC or the Servicer as being the subject of a bankruptcy proceeding or insolvency proceeding.	<u>Test 16(A): Servicing</u> Confirm the Review Materials show the Receivable was being serviced by TMCC as of the Closing Date. <u>Test 16(B): Financed Vehicle</u> Review the Contract and confirm the Financed Vehicle is a new or used car, crossover utility vehicle, light-duty truck or sport utility vehicle. <u>Test 16(C): Delinquency</u> Confirm the Data Tape shows the Receivable is not more than 29 days past due as of the Cut-off Date. <u>Test 16(D): No Bankruptcy</u> Confirm the Data Tape shows the Obligor was not noted as being the subject of any bankruptcy or insolvency proceeding as of the Cutoff Date.

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Exhibit 36.1

Certification

I Scott Cooke certify as of August 8, 2022 that:

1. I have reviewed the prospectus relating to the Class A-1 Notes, the Class A-2a Notes, Class A-2b Notes, Class A-3 Notes and Class A-4 Notes of Toyota Auto Receivables 2022-C Owner Trust (the "securities") and am familiar with, in all material respects, the following: the characteristics of the securitized assets underlying the offering (the "securitized assets"), the structure of the securitization, and all material underlying transaction agreements as described in the prospectus;

2. Based on my knowledge, the prospectus does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading;

3. Based on my knowledge, the prospectus and other information included in the registration statement of which it is a part fairly present, in all material respects, the characteristics of the securitized assets, the structure of the securitization and the risks of ownership of the securities, including the risks relating to the securitized assets that would affect the cash flows available to service payments or distributions on the securities in accordance with their terms; and

4. Based on my knowledge, taking into account all material aspects of the characteristics of the securitized assets, the structure of the securitization, and the related risks as described in the prospectus, there is a reasonable basis to conclude that the securitization is structured to produce, but is not guaranteed by this certification to produce, expected cash flows at times and in amounts to service scheduled payments of interest and the ultimate repayment of principal on the securities (or other scheduled or required distributions on the securities, however denominated) in accordance with their terms as described in the prospectus.

The foregoing certifications are given subject to any and all defenses available to me under the federal securities laws, including any and all defenses available to an executive officer that signed the registration statement of which the prospectus referred to in this certification is part.

Date: August 8, 2022

/s/ Scott Cooke
Scott Cooke
President, Chief Executive Officer and Chief Financial Officer of Toyota Auto Finance Receivables LLC

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