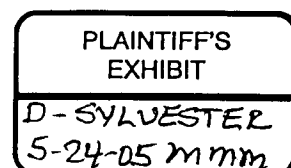


**RETAIL SALES
FINANCING
AGREEMENT**

(NON-RECOURSE)

TOYOTA MOTOR CREDIT CORPORATION



RETAIL SALES FINANCING AGREEMENT

THIS AGREEMENT, between TOYOTA MOTOR CREDIT CORPORATION, ("TMCC"), 19001 So. Western Avenue, P.O. Box 2958, Torrance, California 90509-2958, and the undersigned motor vehicle dealer whose name and address are set forth below ("Dealer"), sets forth the terms under which TMCC may purchase Contracts (as hereinafter defined) from Dealer and the rights and obligations between TMCC and Dealer with regard to such Contracts.

1. Sale and Purchase of Contracts.

(a) TMCC may, from time to time, purchase Contracts (as hereinafter defined) from Dealer, written on forms satisfactory to TMCC and otherwise acceptable to TMCC. All Contracts purchased will be at purchase prices determined as provided in paragraph (c) below. For purposes of this Agreement, the term "Contract" means any retail installment contract, conditional sale contract, security agreement or other document providing for the payment of monies by a Buyer (as hereinafter defined) to Dealer in connection with a retail credit sale of a motor vehicle by Dealer to such Buyer. For purposes of this Agreement, the term "Buyer" means any person or other legal entity who purchases a motor vehicle from Dealer, including any co-buyer.

(b) To the extent permitted by applicable law, Dealer will communicate to TMCC or its agent all credit information concerning a Buyer (and any other person named by a Buyer in the credit application) as Dealer may have. TMCC will make a decision as to whether TMCC will purchase each Contract offered to it by Dealer if documentation (including credit information) satisfactory to TMCC has been received. If TMCC decides that TMCC will purchase the Contract after receipt of such documentation, Dealer will:

- (i) execute an assignment of the Contract to TMCC; and
- (ii) deliver the original executed Contract to TMCC; and
- (iii) file and record all such documents, and take all such action as may be necessary under the Uniform Commercial Code and other applicable law, to convey to TMCC (and to record such conveyance of) the Contract, to perfect a valid and enforceable first priority security interest in favor of TMCC in the motor vehicle to which the Contract relates, and to comply with all related provisions of applicable motor vehicle law; and
- (iv) if required by applicable law, send to the Buyer a notice that Dealer has assigned the Contract to TMCC.

(c) TMCC will only purchase a Contract which complies with the criteria announced from time to time by TMCC with respect to the amounts which TMCC will finance, the aggregate of which amounts will not exceed the "amount financed," as set forth in the Contract. If TMCC decides to purchase the Contract, it will do so at a price equal to the "amount financed." Such price will be paid to Dealer upon TMCC's receipt of satisfactory documentation. In addition, TMCC will credit to an accounting record established by TMCC in respect to Dealer (the "Dealer Reserve Account") an amount equal to the "finance charge" determined by Dealer and set forth in the Contract, less the amount of TMCC's then applicable discount. All amounts so credited to the Dealer Reserve Account will be held by TMCC. The Dealer Reserve Account will from time to time be debited, and amounts held therein will from time to time be paid, as follows:

- (i) at TMCC's discretion, the Dealer Reserve Account will be debited by an amount equal to the amount of any indebtedness of Dealer to TMCC arising under this Agreement or otherwise;
- (ii) upon prepayment of a Contract, the Dealer Reserve Account will be debited by an amount equal to the same percentage of the original credit to the Dealer Reserve Account in respect of the Contract as the amount of TMCC's refund to the Buyer bears to the original finance charge; and
- (iii) in the event of default of a Contract, the Dealer Reserve Account will be debited by the lesser of (a) an amount equal to 100% of the original credit to the Dealer Reserve Account in respect of the Contract, or (b) TMCC's net loss; and
- (iv) to pay Dealer, at such time or times as TMCC determines, any then remaining balance of the Dealer Reserve Account in excess of 1.0% of the aggregate obligations remaining unpaid for all Contracts purchased by TMCC from Dealer.

(d) Notwithstanding anything to the contrary as set forth herein, Dealer will be responsible for Dealer's proportionate share of any unearned finance charges, insurance premiums and on a prorata basis, charges for extended warranty, mechanical breakdown or comparable programs, whether or not the amount of the Dealer Reserve Account is sufficient to cover such share and whether or not this Agreement has been terminated.

2. Insurance.

Dealer will provide TMCC or its agent with written evidence at the time of each Contract is purchased that there is insurance acceptable to TMCC covering each motor vehicle (together with all related accessories and equipment, the "Vehicle"), which is the subject of the Contract purchased by TMCC against fire, theft and collision, naming TMCC as loss payee. If such written evidence is provided to TMCC or its agent, TMCC will assume responsibility for the Buyer's compliance with insurance requirements thereafter.

3. Payments from Buyer.

After purchase of a Contract by TMCC, Dealer will forward to TMCC any payments on the Contract received by it from the Buyer. In the event such payment is made by check or other instrument payable to Dealer, Dealer will endorse such check or other instrument to TMCC. Dealer will not make any payment in respect of the Contract on behalf of Buyer without the prior consent of TMCC.

4. Dealer Representations and Warranties.

As to each Contract sold by Dealer to TMCC, Dealer warrants and represents that, as of the time of such sale:

- (a) Dealer will have satisfied all requirements of the Federal Truth in Lending Act/Regulation Z, the Federal Equal Credit Opportunity Act/Regulation B, and all other federal, state, local and other laws, regulations or rules applicable to the extension of credit or consumer protection or otherwise applicable to the Contract;
- (b) Dealer will have the right to make such sale;
- (c) Dealer will only forward the Contract and/or other documents to TMCC which have been executed by Dealer or its authorized representative.
- (d) Dealer will have received the downpayment specified in the Contract and will not have made a loan or cash rebate to the Buyer, or assisted the Buyer in obtaining a loan from any third party, to be used as a part or all of such downpayment or any other payment on the Contract, except as may be specifically indicated on the face of the Contract;
- (e) the Vehicle sold under the Contract will have been actually delivered to the Buyer and will be free from all liens and encumbrances except those in favor of TMCC;
- (f) the Contract will be valid and enforceable according to its terms; and
- (g) all registered owners of the Vehicle will have signed the Contract either as buyers or as parties agreeing to the security interest in favor of Dealer or its assignee.

5. Dealer Liability.

(a) If any Dealer representation or warranty made in connection with a Contract is breached or is untrue, or if Dealer has failed to perform any obligation it may have under a Contract, or if the Buyer asserts a claim for rescission, Dealer will promptly pay TMCC any or all of the following amounts at the election of TMCC:

- (i) the unpaid balance, as determined by TMCC, of the Contract affected by such breach or misrepresentation or claim for rescission;
- (ii) Dealer's portion of any unearned finance charges;
- (iii) all losses and expenses incurred by TMCC as a result of such breach or misrepresentation or claim for rescission; and
- (iv) all out-of-pocket expenses paid or incurred by TMCC in connection with the collection of any amount due under the Contract.

(b) If Dealer breaches this Agreement in any other respect, Dealer will reimburse TMCC for all losses and expenses incurred by TMCC as a result of such breach. In addition, Dealer will indemnify TMCC for all losses or expenses, including reasonable attorney's fees and legal costs, suffered or incurred by TMCC in any judicial or administrative proceeding because of any claim or defense asserted against TMCC as a result of any act or omission on the part of the Dealer, including, at the election of TMCC, the unpaid balance of the Contract as determined by TMCC.

(c) Except as specifically provided herein or as otherwise agreed, Dealer will have no other responsibility for any default by the Buyer in respect of a Contract purchased by TMCC hereunder or for the disposition of any repossessed Vehicle.

6. Records and Reports.

Dealer agrees to maintain complete and accurate records concerning the sale of each Vehicle, including but not limited to records of all other transactions affecting each Vehicle. Dealer will, upon request by TMCC, promptly deliver any such records or furnish a copy thereof or abstract therefrom. TMCC or its agent may from time to time inspect Dealer's records. Dealer will furnish to TMCC such information or reports concerning Dealer's financial and business affairs as TMCC may request.

7. Costs and Expenses.

Each party to this Agreement will fulfill its obligations hereunder at its own cost and expense, except as otherwise provided herein and except that TMCC will reimburse Dealer for filing fees or other costs paid by Dealer to public officials to perfect TMCC's security interest in each Vehicle unless the fees and costs are otherwise legally charged to the Buyer.

8. Agency.

Neither this Agreement nor any action pursuant hereto will make Dealer the agent or representative of TMCC for any purpose. Dealer is not granted any express or implied right to bind TMCC in any manner whatsoever. Wherever in this Agreement reference is made to an agent of TMCC, such reference is intended to mean any third party that TMCC may from time to time appoint to fulfill any of its obligations under this Agreement.

9. Failure to Exercise Remedies.

The exercise of any right or remedy available to TMCC will not operate as a waiver of any other right or remedy. The failure or delay of TMCC in exercising any right or remedy will not operate as a waiver of such right or any other right or remedy.

10. Successors and Assigns.

This Agreement will be binding upon and will inure to the benefit of the parties to this Agreement and their respective successors and assigns; provided, however, that this Agreement and all rights and obligations under this Agreement may not be assigned or transferred by Dealer without TMCC's prior written consent and any purported assignment or transfer without such consent will be void and without effect. Any obligation of TMCC or any function to be performed by TMCC under this Agreement may, at the sole option of TMCC, be delegated to and performed by an agent of TMCC, which agent will have such power and authority as TMCC delegates to it.

11. Termination.

TMCC or Dealer may terminate this Agreement upon written notice to the other party. The termination of this Agreement will not release TMCC or Dealer from any obligations incurred with regard to a Contract purchased prior to receipt of such notice.

12. Validity; Complete Agreement; Amendments.

Any invalidity, in whole or in part, or any provision of this Agreement will not affect the validity of any other provision. This Agreement constitutes the complete understanding between the parties hereto with respect to the subject matter of this Agreement and no alteration, amendment or modification of any of the terms and provisions hereof will be valid unless made pursuant to an instrument in writing signed by both parties.

13. Governing Law.

This Agreement will be construed and enforced in accordance with the laws of the State of California.

14. Notice.

Except as otherwise provided in this Agreement, all notices and other communications hereunder will be in writing and will be deemed duly given if and when personally delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows: (a) if to TMCC, to the address shown at the beginning of this Agreement; (b) if to Dealer, to the address shown below. Either party may change the address to which such notices or communications will be sent by giving notice of such address to the other party in the manner provided in this Agreement.

15. Gender; Number; Paragraph Headings.

Unless the context of this Agreement otherwise requires, the masculine, feminine or neuter gender each include the other genders, and the singular includes the plural. Paragraph headings contained in this Agreement are for convenience of reference only and will not limit or define the text.

TOYOTA MOTOR CREDIT CORPORATION
LEXUS FINANCIAL SERVICES

By: Mark Thompson
Authorized Signature
Mark Thompson
Printed Name
Dealer Sales & Service Manager
Title

Date

Bob Saks Toyota, Inc.
Dealer
By: [Signature]
Authorized Signature
BOB SAKS
Printed Name

Title
12/16/03
Date

35080 Grand River Ave.
Farmington Hills, MI
48335
Street Address of Dealer