
SUPPLEMENT TO THE INFORMATION MEMORANDUM DATED 8 DECEMBER 2008



**LEASEPLAN CORPORATION N.V.
LEASEPLAN FINANCE N.V.
LEASEPLAN AUSTRALIA LIMITED**

as Issuers

**GUARANTEED BY
LEASEPLAN CORPORATION N.V.**

as Guarantor

**EUR 3,000,000,000
EURO-COMMERCIAL PAPER PROGRAMME**

This Supplement dated 8 December 2008 (the **Supplement**) to the Information Memorandum dated 1 August 2008 (the **Information Memorandum**) by LeasePlan Corporation N.V. (**LPCorp.** or the **Guarantor**), LeasePlan Finance N.V. (**LPFin.**), LeasePlan Australia Limited ACN 006 923 011 (**LPAU**) and, together with LPCorp., LPFin. and LPAU, (the **Issuers** and each an **Issuer**) is prepared in connection with a Euro-Commercial Paper Programme (the **Programme**) under which the Issuers may issue and have outstanding at any time short-term promissory notes (the **Notes**) and LPCorp. may issue and have outstanding certificates of deposit (**CDs**) up to a maximum aggregate amount of euro 3,000,000,000. Terms defined in the Information Memorandum have the same meaning when used in this Supplement.

This Supplement is supplemental to, and should be read in conjunction with, the Information Memorandum and the documents incorporated by reference therein.

The Issuers accept responsibility for the information contained in this Supplement. To the best of the knowledge of the Issuers (who have taken all reasonable care to ensure that such is the case), the information contained in this Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.

The State of The Netherlands (the **State Guarantor**) has neither reviewed this Supplement or the Information Memorandum nor verified the information contained in either of them, and the State Guarantor makes no representation with respect to, and does not accept any responsibility for, the contents of this Supplement or the Information Memorandum or any other statement made or purported to be made on its behalf in connection with the Issuer or the issue and offering of the Notes. The State Guarantor accordingly disclaims all and any liability, whether arising in tort or contract or otherwise, which it might otherwise have in respect of this Supplement or the Information Memorandum or any such statement.

Credit Guarantee Scheme

On 13 October 2008, the Dutch Minister of Finance announced the 2008 Credit Guarantee Scheme (the **Scheme**) of the State Guarantor for Dutch eligible banks' debt issuance which forms part of the Dutch Government's measures to ensure the stability of the Dutch financial system and to protect ordinary savers, depositors, businesses and borrowers. In certain circumstances (notably satisfaction of the eligibility criteria set out in the rules (the **Rules**) governing the Scheme), Notes and CDs issued under the Programme may be eligible to benefit from the guarantee (the **State Guarantee**) provided under the Scheme by the State Guarantor. The Rules were enacted by the State Guarantor on 21 October 2008 and amended and restated on 11 November 2008, 21 November 2008 and most recently on 27 November 2008.

Subject to LPCorp. having an insolvency ratio to the satisfaction of the State Guarantor at the time of the relevant issue of Notes and CDs, LPCorp. meets the necessary eligibility criteria which would enable it to issue Notes and CDs which are eligible for the State Guarantee.

LPCorp. has made an application to the State Guarantor for certain issues of Notes and/or CDs under the Programme to be eligible to be issued subject to the State Guarantee. The amended and restated dealer agreement dated 1 August 2008 has been supplemented by a supplemental dealer agreement dated the date of this Supplement (the **Dealer Agreement**) in order to comply with the Rules.

The State Guarantor will unconditionally and irrevocably guarantee the due payment of all amounts in principal and interest due by LPCorp. under the Notes and CDs issued with the benefit of the State Guarantee according and subject to (i) the Rules governing the Scheme of the State Guarantor and (ii) the **Guarantee Certificate** (as defined in the Rules) issued under those Rules in respect of such Notes and CDs. Those Rules and that Guarantee Certificate are available at www.dutchstate.nl.

Notes and CDs which would qualify for the State Guarantee are non-complex senior unsecured debt instruments, to be issued by LPCorp. on, or subsequent to, the date of this Supplement, with maturities ranging from 3 to 36 months. The State Guarantee is available only in respect of qualifying Notes and/or CDs issued in Euro, Sterling or U.S. Dollars.

Any demand under the State Guarantee must be made in writing and in the form attached to the Rules.

LPCorp. is obliged to pay a fee in respect of all issues of Notes or CDs which are subject to the State Guarantee, which is calculated as a percentage rate per annum applied to the gross proceeds of the relevant issue of debt instruments. Such fee will be based on a per annum rate of 50 basis points in case of a debt instrument with a tenor of no more than one year. In any other case the percentage rate per annum will be equal to the aggregate of LPCorp.'s median five year Eligible Bank's credit default swap spread for the period from (and including) 1 January 2007 to (and including) 31 August 2008 and 50 basis points.

A group company of LPCorp. designated by the State Guarantor may also be required to enter into a counter-indemnity in favour of the State Guarantor. The State Guarantee is in principle available in respect of Notes and CDs issued by LPCorp. before 31 December 2009.

The proceeds of the issue of Notes and/or CDs benefiting from the State Guarantee must be (and must be expressed to be) applied towards the refinancing of any debt instruments or other borrowings of LPCorp. with a scheduled maturity date falling on or after 23 October 2008.

The Rules may be restated, amended, supplemented or waived by the State Guarantor at its discretion. Any restatement, amendment or supplement to the Rules will take effect as from the date set out in it, which date may not be earlier than the date on which the amendment or supplement is made generally available by publication on www.dutchstate.nl or such successor website as the State Guarantor may designate from time to time or in any other manner determined by the State Guarantor.

No restatement, amendment or supplement will adversely affect the rights of any **Beneficiary** (as defined in the Rules) under the Rules in respect of any Notes and or CDs benefiting from the State Guarantee in respect of which a Guarantee Certificate has been issued prior to the date on which the restatement, amendment or supplement takes effect.

Form of Notes

The forms of each of the Notes shall be deleted in their entirety and replaced as follows:

- (i) The Form of Multicurrency Global Note shall be deleted and replaced with Schedule 1 hereto;
- (ii) The Form of Definitive Note shall be deleted and replaced with Schedule 2 hereto;
- (iii) The Form of Global Certificate of Deposit shall be deleted and replaced with Schedule 3 hereto; and
- (iv) The Form of Definitive Global Certificate of Deposit shall be deleted and replaced with Schedule 4 hereto.

If Dutch State Guarantee is marked as "Applicable" on the relevant Global Note, Definitive Note, Global CD or Definitive CD (as the case may be), the State Guarantor has unconditionally and irrevocably guaranteed the due payment of all amounts in principal and interest due by LPCorp. under the Notes and CDs issued with the benefit of the State Guarantee according and subject to (i) the Rules governing the Scheme of the State Guarantor and (ii) the Guarantee Certificate issued under those Rules in respect of such Notes and CDs.

Removal of Dealer and replacement of Arranger

ABN AMRO Bank N.V. has been removed as a Dealer under the Programme, and has been replaced by The Royal Bank of Scotland plc as the Arranger under the Programme.

General

To the extent that there is any inconsistency between any statement in or incorporated by reference in the Information Memorandum by virtue of this Supplement and any other statement in or incorporated by reference in the Information Memorandum, the statements in or incorporated by reference in the Information Memorandum by virtue of this Supplement will prevail.

Save as disclosed in this Supplement and any supplement to the Information Memorandum previously issued, no other significant new factor, material mistake or inaccuracy relating to information included in the Information Memorandum has arisen since the publication of the Information Memorandum.

LeasePlan Corporation N.V.
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LeasePlan Australia Limited

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SCHEDULE 1

FORM OF MULTICURRENCY GLOBAL NOTE

[NAME OF ISSUER]
(ACN 006 923 011)¹
(incorporated with limited liability under the laws of The Netherlands
and having its statutory seat in Amsterdam)²

No:	Series No:
Issued in London on:	Maturity Date: ³
Specified Currency:	Denomination:
Principal Amount: ⁴	Nominal Amount ⁵
(Words and figures if a Sterling Note)	(Words and figures if a Sterling Note)
Calculation Agent: ⁵	Fixed Interest Rate: ⁶ % per annum
Margin: ⁷	Calculation Agent: ⁷
Reference Banks: ⁷	Reference Rate: ⁷
Interest Commencement Date: ⁸	Interest Payment Dates: ⁹
Relevant Jurisdiction(s): The Netherlands ¹⁰	Minimum Redemption Amount
Dutch State Guarantee:[Applicable/Not Applicable] ¹¹	(Words and figures if a Sterling Note)

1. For value received. [Name of Issuer] (the **Issuer**) promises to pay to the bearer of this Global Note on the above-mentioned Maturity Date:
- (a) the above Principal Amount; or
 - (b) if this Global Note is index-linked, an amount (representing either principal or interest) to be calculated by the Calculation Agent named above, in accordance with the redemption or interest calculation, a copy of which is attached to this Global Note and/or is available for inspection at the offices of the Paying Agents referred to below,

together (in any case) with interest thereon at the rate and at the times (if any) specified herein.

All such payments shall be made in accordance with the Amended and Restated Issuing and Paying Agency Agreement dated 1 August 2008 as amended, supplemented or restated from time to time between, *inter alia*, the Issuer and Deutsche Bank AG, London Branch as issuing and principal paying agent (the **Agent**) and Deutsche Bank Luxembourg S.A. as paying agent (together with the Agent the **Paying Agents**), a copy of which is available for inspection at the offices of the Paying Agents and subject to and in accordance with the terms and conditions set forth below. All such payments (including, without limitation, payments of interest or payments in the nature of interest) shall be made upon presentation and surrender of this Note at the office of a Paying Agent [by

¹ Delete in the case of all Notes other than Notes issued by LPAU.

² Delete in the case of Notes issued by LPAU.

³ Not to be more than 364 days from (and including) the Issue Date.

⁴ Complete for Notes other than index-linked Notes – minimum denomination of €125,000 (In respect of the issue or offer by LPFin of Notes or the issue or offer by any other Issuer in Ireland or the offer to Irish resident persons of Notes).

⁵ Complete for index-linked Notes only – minimum denomination of €125,000 (In respect of the issue or offer by LPFin of Notes or the issue or offer by any other Issuer in Ireland or the offer to Irish resident persons of Notes).

⁶ Complete for fixed rate interest bearing Notes only.

⁷ Complete for floating rate interest bearing Notes only.

⁸ Complete for interest bearing Notes denominated in Yen, Australian dollars.

⁹ Complete for interest bearing Notes if interest is payable before the Maturity Date.

¹⁰ In the case of Issuers other than LPCorp. add in also the Issuer's jurisdiction of incorporation. In the case of LPFin add in also Ireland.

¹¹ Mark as "Applicable" if the Dutch State Guarantee will apply to the Notes. When completing this Global Note in respect of Notes which have the benefit of the Dutch State Guarantee, ensure that all terms are completed in compliance with the 2008 Credit Guarantee scheme of the State of The Netherlands. [Note that only LCorp. can issue Notes with the benefit of the Dutch State Guarantee].

transfer to an account denominated in the currency specified above maintained by the bearer in the principal financial centre in the country of that currency (or, in the case of a Global Note denominated in euro, payment will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee).]¹² [by transfer to an account denominated in the currency specified above maintained by the bearer in a jurisdiction outside the Commonwealth of Australia (or, in the case of a Note denominated in euro, payment will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred), in each case outside the Commonwealth of Australia, as specified by the payee).]¹³

2. If Dutch State Guarantee is marked as "Applicable" above, the State of the Netherlands has unconditionally and irrevocably guaranteed the due payment of all amounts in principal and interest due by LeasePlan Corporation N.V. as the Issuer under the Notes constituted by this Global Note according and subject to (i) the Rules governing the 2008 Credit Guarantee Scheme of the State of the Netherlands, and (ii) the Guarantee Certificate issued under those Rules in respect of the Notes as constituted by this Global Note. Those Rules and that Guarantee Certificate are available at www.dutchstate.nl.
3. This Global Note is issued in representation of an issue of Notes having the Denomination specified above and in the aggregate Principal Amount or Nominal Amount specified above. Subject to the terms and conditions set out below, the Global Note is exchangeable for definitive Notes of the Issuer in the Denomination(s) specified above and in the aggregate Principal Amount specified above.
4. All payments in respect of this Global Note shall be made free and clear of, and without deduction or withholding for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature (**Taxes**) imposed, levied, collected, withheld or assessed by or within the Relevant Jurisdiction(s) named above or any jurisdiction through, in or from which such payments are made or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as shall result in receipt by the bearer of this Global Note or the holder or beneficial owner of any interest herein or rights in respect hereof of such amounts as would have been received by it had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to this Global Note:
 - (b) where such withholding or deduction is imposed on a payment to or to a third party on behalf of, the bearer of this Global Note who is liable to such Taxes or in respect of whom the withholding or deduction arises in respect of this Global Note by reason of such bearer having some connection with the Relevant Jurisdiction(s) or any jurisdiction through, in or from which such payments are made other than the mere holding of this Global Note;
 - (c) more than 30 days after the Relevant Date (as defined below) except to the extent that the relevant bearer would have been entitled to an additional amount on presenting the same for payment on such thirtieth day (or, if such thirtieth day is not a Business Day (as defined below), the next succeeding Business Day);
 - (d) to, or to a third party on behalf of, the bearer of this Global Note who is able to lawfully avoid such withholding or deduction by satisfying any statutory requirements or by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority (but fails to do so);

¹² Insert in the case of all Notes other than Notes issued by LPAU.

¹³ Insert in the case of Notes issued by LPAU.

- (e) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive;
- (f) where it is presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting this Global Note to another Paying Agent in a Member State of the European Union;
- (g) if the withholding or deductions would not have been required if the bearer of the Global Note quoted an Australian tax file number or Australian Business Number; or
- (h) by reason of the bearer of this Note being an associate of the Issuer for the purposes of section 128F(9) of the Income Tax Assessment Act 1936 of Australia.

Relevant Date means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Agent on or prior to such due date, it means the date on which the full amount of such moneys having been so received and notice to that effect is duly given to the holders of the Notes in accordance with the terms of the Notes.

5. This Global Note constitutes an unsecured and unsubordinated obligation of the Issuer. The payment obligations of the Issuer represented by this Global Note shall, save for such exceptions as may be provided by applicable legislation, at all times rank at least equally with all other unsecured and unsubordinated indebtedness and monetary obligations of the Issuer, present and future.
6. If the Maturity Date or, if applicable, the relevant Interest Payment Date is not a Payment Business Day (as defined herein) payment in respect hereof will not be made and credit or transfer instructions shall not be given until the next following Payment Business Day and the bearer of this Global Note or the holder or beneficial owner of any interest herein or rights in respect hereof shall not be entitled to any interest or other sums in respect of such postponed payment (unless that falls in the next calendar month or is more than 364 days after the Issue Date of this Global Note, in which case payment shall be made on the immediately preceding business day). **Payment Business Day**, as used herein, shall mean (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and in the place of presentation and (b) either (i) in relation to a payment to be made other than in euro, a day on which commercial and foreign exchange markets settle payments in the principal financial centre of the Specified Currency or (ii) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (**TARGET 2**) System or any successor thereto (the **TARGET 2 System**) is open (a **TARGET Business Day**).
7. This Global Note is negotiable and, accordingly, title hereto shall pass by delivery and the bearer shall (except as otherwise required by applicable law or regulatory requirements) be treated as being absolutely entitled to receive payment upon due presentation hereof (notwithstanding any notation of ownership or other writing hereon or notice of any previous loss or theft hereof).
8. This Global Note is issued in respect of an issue of Notes of the Issuer and is exchangeable at the expense of the Issuer in whole (but not in part only) for duly executed and authenticated bearer Notes in definitive form (whether before, on or, subject as provided below, after the Maturity Date) on the tenth business day following presentation and surrender hereof during normal business hours to the Issuer at the above office of the Agent (or to any other person or any other office outside the United States as may be designated in writing by the Issuer to the bearer). Upon such surrender, the Agent shall authenticate and deliver, in exchange for this Global Note, bearer definitive Notes denominated in the relevant currency in an aggregate principal amount or nominal amount (as applicable) equal to the Principal Amount or Nominal Amount (as applicable) of this Global Note.

9. In the event that this Global Note (or any part hereof) has become due and repayable and payment in full of the amount due has not been made to the bearer or has become exchangeable and exchange in full has not been effected, in each case in accordance with the foregoing, then, unless within the period of 15 days commencing on the relevant due date payment in full of the amount due in respect of this Global Note is received by the bearer or this Global Note is duly exchanged in full for definitive Notes, in each case in accordance with the foregoing, at 5.00 p.m. (London time) on such fifteenth day (the **Relevant Time**), each Relevant Account Holder shall automatically acquire, without the need for any further action on behalf of any person, against the Issuer all those rights which such Relevant Account Holder would have had if at the Relevant Time it held and owned duly executed and authenticated definitive Notes in respect of each underlying Note represented by such Global Note which such Relevant Account Holder has credited to its securities account with the Relevant Clearing System at the Relevant Time. The Issuer's obligation pursuant to this paragraph shall be a separate and independent obligation by reference to each relevant underlying Note and the Issuer agrees that a Relevant Account Holder may assign its rights hereunder in whole or in part.

Relevant Clearing System means Euroclear Bank S.A./N.V. and Clearstream Luxembourg, société anonyme.

Relevant Account Holder means any account holder with the Relevant Clearing System which has underlying Notes credited to its securities account from time to time.

10. If this is an interest bearing Global Note, then:
- (a) notwithstanding the provisions of paragraph 1 above, if any payment of interest in respect of this Global Note falling due for payment prior to the above-mentioned Maturity Date remains unpaid on the fifteenth day after falling so due, the amount referred to in part (i) or (ii) (as the case may be) of paragraph 1 shall be payable on such fifteenth day; and
 - (b) upon each payment of interest (if any) prior to the Maturity Date in respect of this Global Note, the Schedule hereto shall be duly completed by a Paying Agent to reflect such payment.
11. If this is a fixed rate interest bearing Global Note, interest shall be calculated on the Principal Amount or Nominal Amount (as applicable) as follows:
- (a) interest shall be payable on the Principal Amount or Nominal Amount (as applicable) in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Global Note is denominated in Sterling, 365 days at the Interest Rate specified above; and
 - (b) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is an **Interest Period** for the purposes of this paragraph.
12. If this is a floating rate interest bearing Global Note, interest shall be calculated on the Principal Amount or Nominal Amount (as applicable) as follows:
- (a) in the case of a Global Note which specifies LIBOR as the Reference Rate on its face, interest shall be payable on the Principal Amount or Nominal Amount (as applicable) in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Global Note

is denominated in Sterling, 365 days at a rate (the **Rate of Interest**) determined on the following basis:

- (i) on the second London Business Day (as defined below) before or, if this Global Note is denominated in Sterling, the first London Business Day of each Interest Period or, if this Global Note is denominated in euro, on the second TARGET Business Day before the beginning of each Interest Period (each the **LIBOR Interest Determination Date**), the relevant Calculation Agent named above will determine the offered rate for deposits in the Specified Currency in the London interbank market for the Interest Period concerned as at 11.00 a.m. (London time) on the LIBOR Interest Determination Date in question. Such offered rate will be that which appears on the display designated as Reuters page LIBOR01 or Reuters Page LIBOR02 (or such other page or service as may replace it for the purpose of displaying London interbank offered rates of major banks for deposits in the Specified Currency for a duration equal to the Interest Period (or approximately equal, where no rate matches the Interest Period)). The Rate of Interest for such Interest Period shall be the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) the rate which so appears, as determined by the Calculation Agent;
- (ii) if on any LIBOR Interest Determination Date for any reason such offered rate is unavailable, the Calculation Agent will request each of the Reference Banks to provide its offered quotation to leading banks in the London interbank market for deposits in the Specified Currency for a duration equal to the Interest Period (or approximately equal, where no rate matches the Interest Period) concerned as at 11.00 a.m. (London time) on the LIBOR Interest Determination Date in question. The Rate of Interest for such Interest Period shall be the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) such quotation (if only one is provided) or the arithmetic mean (rounded, if necessary, up to the nearest four decimal places) of such quotations (if two or more are so provided), as determined by the Calculation Agent; and
- (iii) if the Calculation Agent is unable to determine the Rate of Interest for an Interest Period in accordance with (i) or (ii) above, the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest Period to which (i) or (ii) above shall have applied;

London Business Day means any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London;

- (b) in the case of a Global Note which specifies EURIBOR as the Reference Rate on its face, interest shall be payable on the Principal Amount or the Nominal Amount (as applicable) in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest period and a year of 360 days at a rate (the **Rate of Interest**) determined on the following basis:
 - (i) on the second TARGET Business Day before the beginning of each Interest Period (each the **EURIBOR Interest Determination Date**) the Calculation Agent will determine the European Interbank Offered Rate for deposits in euro for the Interest Period concerned as at 11.00 a.m. (Brussels time) on the EURIBOR Interest Determination Date in question. Such offered rate will be that which appears on the display designated as Reuters page EURIBOR01 (or such other page or service as

may replace it for the purpose of displaying Euro-zone Interbank Offered Rates of prime banks in the Euro-zone (as defined below) for deposits in euro for a duration equal to the Interest Period (or approximately equal, where no rate matches the Interest Period)). The Rate of Interest for such interest Period shall be the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) the rate which so appears as determined by the Calculation Agent;

- (ii) if on any EURIBOR Interest Determination Date for any reason such offered rate is unavailable the Calculation Agent will request the principal Euro-zone office of each of the Reference Banks to provide its offered quotation to prime banks in the Euro-zone interbank market for deposits in euro for a duration equal to the Interest Period (or approximately equal, where no rate matches the Interest Period) concerned as at 11.00 a.m. (Brussels time) on the EURIBOR Interest Determination Date in question. The Rate of Interest for such Interest Period shall be the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) such quotation (if only one is provided) or the arithmetic mean (rounded, if necessary, up to the nearest four decimal places) of such quotations (if two or more are provided), as determined by the Calculation Agent; and
- (iii) if the Calculation Agent is unable to determine the Rate of Interest for an Interest Period in accordance with (i) or (ii) above, the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest Period to which (i) or (ii) above shall have applied.

For the purposes of this Global Note, **Euro-zone** means the region comprised of the countries whose lawful currency is the euro;

- (c) in the case of a Global Note which specifies EONIA as the Reference Rate on its face interest shall be payable on the Principal Amount or the Nominal Amount (as applicable) in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date (as defined below), on the basis of the actual number of days in such Interest Period and a year of 360 days at a rate (the **Rate of Interest**) determined on the following basis:
 - (i) the Calculation Agent will, as soon as practicable after 11.00 a.m. (Brussels time) on each date that would be a Reset Date under the swap transaction referred to below (the **EONIA Interest Determination Date**), determine the floating rate that would be determined by the Calculation Agent under an interest swap transaction if the Calculation Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as amended and updated as the Issue Date of the Notes, published by the International Swaps and Derivatives Association, Inc. (the **ISDA Definitions**) and under which:
 - (A) the Floating Rate Options is EUR-EONIA-AVERAGE;
 - (B) the Effective Date is the Issue Date; and
 - (C) the Term of the Swap Transaction is the period from the Issue Date to the Maturity Date.

The Rate of Interest for the relevant Interest Period shall be the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) the rate so determined;

- (ii) for the purposes of this subclause (C), an **Interest Payment Date** shall be the date which would be a Payment Date (as defined in the 2006 ISDA Definitions) under the swap transaction referred to above; and
 - (iii) if, on any EONIA Interest Determination Date, it is not possible for the Calculation Agent to determine the Rate of Interest due to the non-availability of EUR-EONIA-AVERAGE, then, unless the parties agree to another method of determination, the Calculation Agent shall determine the Rate of Interest on the basis of quotations from four major banks in the Euro- zone interbank market;
- (d) the Calculation Agent will, as soon as practicable after 11.00 a.m. (London time) on each LIBOR Interest Determination Date or 11.00 a.m. (Brussels time) on each EURIBOR Interest Determination Date or EONIA Determination Date (as the case may be), determine the Rate of Interest and calculate the amount of interest payable (the **Amount of Interest**) for the relevant Interest Period. The Amount of Interest shall be calculated by applying the Rate of Interest to the Principal Amount or Nominal Amount (as applicable) of one Note of each denomination, multiplying such product by the actual number of days in the Interest Period concerned divided by 360 or, if this Global Note is denominated in Sterling, by 365, and rounding the resulting figure to the nearest amount of the Specified Currency which is available as legal tender in the country of the Specified Currency (with halves being rounded upwards). The determination of the Rate of Interest and the Amount of Interest by the Calculation Agent named above shall (in the absence of manifest error) be final and binding upon all parties;
- (e) If this Global Note specifies a Reference Rate not contemplated in (a), (b) or (c) above, interest shall be payable as determined in accordance with the provisions attached to this Global Note for that purpose;
- If (a), (b), (c), (d) or (e) applies, then unless otherwise provided:
- (f) a certificate of the Calculation Agent as to the Rate of Interest payable hereon for any Interest Period shall (in the absence of manifest error) be conclusive and binding as between the Issuer and the bearer hereof;
- (g) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on an Interest Payment Date and ending on the next succeeding Interest Payment Date is called an **Interest Period** for the purposes of this Global Note; and
- (h) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be published as soon as practicable after the determination of the Rate of Interest. Such notice will be delivered to any relevant clearing system and the bearer of this Note, or, if that is not possible, it will be published in the *Financial Times* or in another leading London daily newspaper.

13. If this Global Note is denominated in euro:

- (a) instructions for payment must be received at the office of the Paying Agent referred to above together with this Global Note at least one TARGET Business Day prior to the relevant payment date; and
- (b) payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee on a TARGET Business Day.

14. If this Global Note is denominated in Australian dollars or Japanese yen:
- (a) instructions for payment must be received at the office of the Paying Agent referred to above together with this Global Note at least two business days (which shall be days on which commercial banks are open for business in London and in the principal financial centre in the country of the Specified Currency) prior to the relevant payment date; and
 - (b) notwithstanding the provisions of paragraphs 11 and 12 above, interest (if any) will accrue from the Interest Commencement Date specified above.
15. If this Global Note is denominated in any currency other than dollars or any other currency specified in paragraph 13 or 14 above, instructions for payment must be received at the office of the Paying Agent together with this Global Note at least one business day (which shall be a day on which commercial banks are open for business in London and in the principal financial center in the country of the Specified Currency) prior to the relevant payment date.
16. This Global Note shall not be validly issued unless manually authenticated by Deutsche Bank AG, London Branch.
17. This Global Note and non-contractual obligations arising out of or in connection with this Global Note are governed by, and shall be construed in accordance with, the laws of The Netherlands. All disputes in connection with or arising from this Global Note or its execution (including in relation to a dispute relating to any non-contractual obligations arising out of or in connection with this Global Note) will be judged by the courts of Amsterdam, The Netherlands, judging in the first instance, and its appellate courts.
18. Articles 229(e) to 229(k) of the Netherlands Commercial Code (*Wetboek van Koophandel*) do not apply to this Global Note.

[This commercial paper is issued in accordance with an exemption granted by the Central Bank and Financial Services Regulatory Authority of Ireland under Section 8(2)(a) of the Irish Central Bank Act, 1971, inserted by Section 31 of the Irish Central Bank Act, 1989, as amended by Section 70(d) of the Irish Central Bank Act, 1997. Please note that this investment does not have the status of a bank deposit, is not within the scope of the Deposit Protection Scheme operated by the Central Bank and Financial Services Regulatory Authority of Ireland and that we, [name of Issuer], are not regulated by the Central Bank and Financial Services Regulatory Authority of Ireland arising solely from the issue of commercial paper.] **[Note – applicable for (i) Notes issued by LPFin and (ii) Notes issued by any other Issuer that are to be issued or sold in Ireland or to Irish resident persons]**

[Repayment of the principal and payment of any interest in connection with this note have been guaranteed by Leaseplan Corporation N.V. which is a credit institution as defined by the Council Directive (77/780/EEC) of 12 December 1977 (as amended).]*

AUTHENTICATED by
 DEUTSCHE BANK AG, LONDON BRANCH
 without recourse, warranty or liability
 and for authentication purposes only

Signed in facsimile or manually on behalf of
 [NAME OF ISSUER]

By:
 (Authorised Signatory)

By:
 (Authorised Signatory)

* Delete in the case of Notes issued by LP Corp.

SCHEDULE

Payments of Interest

The following payments of interest in respect of this Global Note have been made:

Date Made	Payment From	Payment To	Amount Paid	Notation on behalf of Paying Agent
.....
.....
.....
.....
.....
.....

**Pro-forma Redemption Calculation
(Index-linked Global Note)**

This is the Redemption Calculation relating to the attached index-linked Global Note:

Calculation Date:

Calculation Agent:

Redemption Amount: to be calculated by the Calculation Agent as follows:

[Insert particulars of index and redemption calculation]

[Indicate whether the calculation refers to principal or interest]

Confirmed:

.....
for *[NAME OF ISSUER]*

Note: The Calculation Agent is required to notify the Principal Paying Agent for the Notes of the Redemption Amount immediately upon completing its calculation of the same.

SCHEDULE 2

FORM OF DEFINITIVE NOTE

[Unless between individuals not acting in the conduct of a business or profession, each transaction regarding this Note which involves the physical delivery thereof within, from or into The Netherlands, must be effected (as required by the Dutch Savings Certificates Act (*Wet inzake Spaarbewijzen*) of 21 May 1985) through the mediation of the Issuer or member of Euronext Amsterdam N.V. and must either be:

1. between individuals or legal entities who or which trade or invest in securities in the conduct of a profession or trade (which includes banks, dealers, insurance companies, pension funds, other institutional investors and commercial enterprises which regularly, as an ancillary activity, invest in securities); or, in any other case
2. recorded in a transaction note which includes the name and address of each party to the transaction, the nature of the transaction and the details and serial number of this Note.]*

[NAME OF ISSUER]
(ACN 006 923 011)¹
(incorporated with limited liability under the laws of The Netherlands
and having its statutory seat in Amsterdam)²

No:	Series No:
Issued in London on:	Maturity Date: ³
Specified Currency:	Principal Amount: ⁴
	<i>(Words and figures if a Sterling Note)</i>
Nominal Amount: ⁵	Calculation Agent: ⁵
<i>(Words and figures if a Sterling Note)</i>	
Fixed Interest Rate: ⁶ % per annum	Margin: ⁷ %
Reference Banks: ⁷	Calculation Agent: ⁷
Reference Rate: ⁷	Interest Commencement Date: ⁸
Interest Payment Dates: ⁹	Relevant Jurisdiction(s): The Netherlands ¹⁰
Dutch State Guarantee:[Applicable/Not Applicable] ¹¹	Minimum redemption Amount
	<i>(Words and figures if a Sterling Note)</i>

1. For value received [*Name of Issuer*] (the **Issuer**) promises to pay to the bearer of this Note on the above-mentioned Maturity Date:

* This legend should be placed on zero coupon or discounted Notes and Notes that constitute a claim for a fixed sum against the relevant Issuer on which interest only becomes due at maturity or on which no interest is due whatsoever and which are distributed within, from or into The Netherlands in the course of initial distribution or immediately thereafter.

¹ Delete in the case of all Notes other than Notes issued by LPAU.

² Delete in the case of Notes issued by LPAU.

³ Not to be more than 364 days from (and including) the Issue Date.

⁴ Complete for Notes other than index-linked Notes – minimum denomination of €125,000 (In respect of the issue or offer by LPFin of Notes or the issue or offer by any other Issuer in Ireland or the offer to Irish resident persons of Notes).

⁵ Complete for index-linked Notes only – minimum denomination of €125,000 (In respect of the issue or offer by LPFin of Notes or the issue or offer by any other Issuer in Ireland or the offer to Irish resident persons of Notes).

⁶ Complete for fixed rate interest bearing Notes only.

⁷ Complete for floating rate interest bearing Notes only.

⁸ Complete for interest bearing Notes denominated in Yen or Australian dollars.

⁹ Complete for interest bearing Notes if interest is payable before Maturity Date.

¹⁰ In the case of Issuers other than LPCorp., add in also the Issuer's jurisdiction of incorporation. In the case of LPFin, add in also Ireland

¹¹ Mark as "Applicable" if the Dutch State Guarantee will apply to the Notes. When completing this Definitive Note in respect of Notes which have the benefit of the Dutch State Guarantee, ensure that all terms are completed in compliance with the 2008 Credit Guarantee scheme of the State of The Netherlands. [Note that only LPCorp. can issue Notes with the benefit of the Dutch State Guarantee].

- (a) the above Principal Amount; or
- (b) if this Note is index-linked an amount to be calculated by the Calculation Agent named above, in accordance with the redemption calculation, a copy of which is attached to this Note and/or available for inspection at the offices of the Paying Agents referred to below,

together (in any case) with interest thereon at the rate and at the times of any) specified herein.

All such payments shall be made in accordance with an Amended and Restated Issue and Paying Agency Agreement dated 1 August 2008 as amended, supplemented or restated from time to time, between, *inter alia*, the Issuer, Deutsche Bank AG, London Branch as issuing and principal paying agent (the **Agent**) and Deutsche Bank Luxembourg S.A. as paying agent (together with the Agent the **Paying Agents**) a copy of which is available for inspection at the offices of the Paying Agents and subject to and in accordance with the terms and conditions set forth below. All such payments (including, without limitation, payments of interest or payments in the nature of interest) shall be made upon presentation and surrender of this Note at the office of a Paying Agent [by transfer to an account denominated in the currency specified above maintained by the bearer in the principal financial centre in the country of that currency (or, in the case of a Note denominated in euro, payments will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee).]¹²[by transfer to an account denominated in the currency specified above maintained by the bearer in a jurisdiction outside the Commonwealth of Australia (or, in the case of a Note denominated in euro, payment will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred), in each case outside the Commonwealth of Australia, as specified by the payee).]¹³

- 2. If Dutch State Guarantee is marked as "Applicable" above, the State of the Netherlands has unconditionally and irrevocably guaranteed the due payment of all amounts in principal and interest due by LeasePlan Corporation N.V. as the Issuer of this Note according and subject to (i) the Rules governing the 2008 Credit Guarantee Scheme of the State of the Netherlands, and (ii) the Guarantee Certificate issued under those Rules in respect of this Note. Those Rules and that Guarantee Certificate are available at www.dutchstate.nl.
- 3. All payments in respect of this Note shall be made free and clear of and without deduction or withholding for, or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature (**Taxes**) imposed, levied, collected withheld or assessed by or within the charges of whatever nature imposed, levied, collected, withheld or assessed by or within the Relevant Jurisdiction(s) or any jurisdiction through in or from which such payments are made or any authority therein or thereof having power to tax unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as shall result in receipt by the bearer of this Note or the holder or beneficial owner of any interest herein or rights in respect hereof of such amounts as would have been received by it had no such withholding or deduction been required except that no such additional amounts shall be payable with respect to this Note:
 - (a) where such withholding on deduction is imposed on a payment to or to a third party on behalf of the bearer of this Note who is liable to such Taxes, or in respect of whom the withholding on deduction arises in respect of this Note by reason of such bearer having some connection with the Relevant Jurisdiction(s) or any jurisdiction through, in or from which such payments are made other than the mere holding of this Note;
 - (b) more than 30 days after the Relevant Date (as defined below) except to the extent that the relevant bearer would have been entitled to an additional amount on presenting the same for

¹² Insert in the case of all Notes other than Notes issued by LPAU.

¹³ Insert in the case of Notes by LPAU.

payment on such thirtieth day (or, if such thirtieth day is not a Business Day (as defined below), the next succeeding Business Day);

- (c) to, or to a third party on behalf of, the bearer of this Note who is able to lawfully avoid such withholding or deduction by satisfying any statutory requirements or by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority (but fails to do so);
- (d) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive;
- (e) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting this Note to another Paying Agent in a Member State of the European Union;
- (f) if the withholding or deductions would not have been required if the bearer of the Note quoted an Australian tax file number or Australian Business Number; or
- (g) by reason of the bearer of this Note being an associate of the Issuer for the purposes of section 128F(9) of the Income Tax Assessment Act 1936 of Australia.

4. This Global Note constitutes an unsecured and unsubordinated obligation of the Issuer. The payment obligations of the Issuer represented by this Note shall save for such exceptions as may be provided by applicable legislation, at all times rank at least equally with all other unsecured and unsubordinated indebtedness and monetary obligations of the Issuer, present and future.
5. If the Maturity Date or if applicable, the relevant Interest Payment Date is not a Payment Business Day (as defined herein) payment in respect hereof will not be made and credit or transfer instructions shall not be given until the next following Payment Business Day and the bearer of this Note or the holder or beneficial owner of any interest herein or rights in respect hereof shall not be entitled to any interest or other sums in respect of such postponed payment (unless that falls in the next calendar month or is more than 364 days after the Issue Date of this Note, in which case payment shall be made on the immediately preceding business day). **Payment Business Day** as used herein shall mean (a) a day on which commercial banks or foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and in the place of presentation and (b) either (i) in relation to a payment to be made other than in euro, a day on which commercial and foreign exchange markets settle payments in the principal financial centre of the Specified Currency or (ii) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET 2) System or any successor thereto (the **TARGET 2 System**) is open (a **TARGET Business Day**).
6. This Note is negotiable and, accordingly, title hereto shall pass by delivery and the bearer shall (except as otherwise required by applicable law or regulatory requirements) be treated as being absolutely entitled to receive payment upon due presentation hereof (notwithstanding any notation of ownership or other writing thereon or notice of any previous loss or theft thereof).
7. If this is an interest bearing Note then:
 - (a) notwithstanding the provisions of paragraph 1 above, if any payment of interest in respect of this Note falling due for payment prior to the above-mentioned Maturity Date remains unpaid on the fifteenth day after falling so due the amount referred to in part (a) or (b) (as the case may be) of paragraph 1 shall be payable on such fifteenth day; and

- (b) upon each payment of interest (if any) prior to the Maturity Date in respect of this Note, the Schedule hereto shall be duly completed by a Paying Agent to reflect such payment.
- 8. If this is a fixed rate interest bearing Note, interest shall be calculated on the Principal Amount or Nominal Amount (as applicable) as follows:
 - (a) interest shall be payable on the Principal Amount or Nominal Amount (as applicable) in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Note is denominated in Sterling, 365 days at the Interest Rate specified above with the resulting figure being rounded to the nearest amount of the relevant currency which is available as legal tender in the country or countries (in the case of the euro) of the relevant currency (with halves being rounded upwards); and
 - (b) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is an **Interest Period** for the purposes of this paragraph.
- 9. If this is a floating rate interest bearing Note, interest shall be calculated on the Principal Amount or Nominal Amount (as applicable) as follows:
 - (a) in the case of a Global Note which specifies LIBOR as the Reference Rate on its face, interest shall be payable on the Principal Amount or Nominal Amount (as applicable) in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only in arrear on the relevant Interest Payment Date on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Note is denominated in Sterling or if market practice so dictates (as determined by the Agent), 365 days at a rate (the **Rate of Interest**) determined on the following basis:
 - (i) on the second London Business Day (as defined below) before or, if this Note is denominated in Sterling, the first London Business Day of each Interest Period or, if this Note is denominated in euro, on the second TARGET Business Day before the beginning of each Interest Period (each the **LIBOR Interest Determination Date**) the relevant Calculation Agent named above will determine the offered rate for deposits in the Specified Currency in the London interbank market for the Interest Period concerned as at 11.00 a.m. (London time) on the LIBOR Interest Determination Date in question. Such offered rate will be that which appears on the display designated Reuters page LIBOR01 or Reuters page LIBOR02 (or such other page or service as may replace it for the purpose of displaying London interbank offered rates of major banks for deposits in the Specified Currency for a duration equal to the Interest Period (or approximately equal, where no rate matches the Interest Period). The Rate of Interest for such Interest Period shall be the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) the rate which so appears as determined by the Calculation Agent;
 - (ii) if on any LIBOR Interest Determination Date for any reason such offered rate is unavailable, the Calculation Agent will request each of the Reference Banks to provide its offered quotation to leading banks in the London interbank market for deposits in the Specified Currency for a duration equal to the Interest Period (or approximately equal, where no rate matches the Interest Period) concerned as at 11.00 a.m. (London time) on the LIBOR Interest Determination Date in question.

The Rate of Interest for such Interest Period shall be the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) such quotation (if only one is provided) or the arithmetic mean (rounded, if necessary, up to the nearest four decimal places) of such quotations (if two or more are so provided), as determined by the Calculation Agent; and

- (iii) if the Calculation Agent is unable to determine the Rate of Interest for an Interest Period in accordance with (i) or (ii) above, the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest Period to which (i) or (ii) above shall have applied;

London Business Day means any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London;

- (b) in the case of a Note which specifies EURIBOR as the Reference Rate on its face, interest shall be payable on the Principal Amount or the Nominal Amount (as applicable) in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such, Interest period and a year of 360 days at a rate (the **Rate of Interest**) determined on the following basis:

- (i) on the second TARGET Business Day before the beginning of each Interest Period (each the **EURIBOR Interest Determination Date**) the Calculation Agent will determine the European Interbank Offered Rate for deposits in euro for the Interest Period concerned as at 11.00 a.m. (Brussels time) on the EURIBOR Interest Determination Date in question. Such offered rate will be that which appears on the display designated as Reuters page EURIBOR01 (or such other page or service as may replace it for the purpose of displaying Euro-zone Interbank Offered Rates of prime banks in the Euro-zone (as defined below) for deposits in euro for a duration equal to the Interest Period (or approximately equal, where no rate matches the Interest Period)). The Rate of Interest for such interest Period shall be the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) the rate which so appears as determined by the Calculation Agent;
- (ii) if on any EURIBOR Interest Determination Date for any reason such offered rate is unavailable the Calculation Agent will request the principal Euro-zone office of each of the Reference Banks to provide its offered quotation to prime banks in the Euro-zone interbank market for deposits in euro for a duration equal to the Interest Period (or approximately equal, where no rate matches the Interest Period) concerned as at 11.00 a.m. (Brussels time) on the EURIBOR Interest Determination Date in question. The Rate of Interest for such Interest Period shall be the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) such quotation (if only one is provided) or the arithmetic mean (rounded, if necessary, up to the nearest four decimal places) of such quotations (if two or more are provided), as determined by the Calculation Agent; and
- (iii) if the Calculation Agent is unable to determine the Rate of Interest for an Interest Period in accordance with (i) or (ii) above, the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest period to which (i) or (ii) above shall have applied.

For the purposes of this Global Note, **Euro-zone** means the region comprised of the countries whose lawful currency is the euro.

(c) in the case of a Note which specifies EONIA as the Reference Rate on its face interest shall be payable on the Principal Amount or the Nominal Amount (as applicable) in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date (as defined below), on the basis of the actual number of days in such Interest Period and a year of 360 days at a rate (the **Rate of Interest**) determined on the following basis:

(i) the Calculation Agent will, as soon as practicable after 11.00 a.m. (Brussels time) on each date that would be a Reset Date under the swap transaction referred to below (the **EONIA Interest Determination Date**), determine the floating rate that would be determined by the Calculation Agent under an interest swap transaction if the Calculation Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as amended and updated as the Issue Date of the Notes, published by the International Swaps and Derivatives Association, Inc. (the **ISDA Definitions**) and under which:

(A) the Floating Rate Options is EUR-EONIA-AVERAGE;

(B) the Effective Date is the Issue Date; and

(C) the Term of the Swap Transaction is the period from the Issue Date to the Maturity Date.

The Rate of Interest for the relevant Interest Period shall be the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) the rate so determined;

(ii) for the purposes of this subclause (C), an **Interest Payment Date** shall be the date which would be a Payment Date (as defined in the 2006 ISDA Definitions) under the swap transaction referred to above; and

(iii) if, on any EONIA Interest Determination Date, it is not possible for the Calculation Agent to determine the Rate of Interest due to the non-availability of EUR-EONIA-AVERAGE, then, unless the parties agree to another method of determination, the Calculation Agent shall determine the Rate of Interest on the basis of quotations from four major banks in the Euro- zone interbank market;

(d) the Calculation Agent will, as soon as practicable after 11.00 a.m. (London time) on each LIBOR Interest Determination Date or 11.00 a.m. (Brussels time) on each EURIBOR Interest Determination Date or EONIA Determination Date (as the case may be), determine the Rate of Interest and calculate the amount of interest payable (the **Amount of Interest**) for the relevant Interest Period. The Amount of Interest shall be calculated by applying the Rate of Interest to the Principal Amount or Nominal Amount (as applicable); multiplying such product by the actual number of days in the Interest Period concerned divided by 360 or, if this Note is denominated in Sterling or another Specified Currency to which such convention applies, 365 and rounding the resulting figure to the nearest amount of the Specified Currency which is available as legal tender in the country of the Specified Currency (with halves being rounded upwards). The determination of the Rate of Interest and the Amount of Interest by the Calculation Agent named above shall (in the absence of manifest error) be final and binding upon all parties;

- (e) If this Note specifies a Reference Rate not contemplated in (a), (b) or (c) above, interest shall be payable as determined in accordance with the provisions attached to this Note for that purpose;
If (a), (b), (c), (d) or (e) applies, then unless otherwise provided:
 - (f) a certificate of the Calculation Agent as to the Rate of Interest payable hereon for any Interest Period shall be conclusive and binding as between the Issuer and the bearer hereof;
 - (g) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on an Interest Payment Date and ending on the next succeeding Interest Payment Date is called an **Interest Period** for the purposes of this paragraph 9; and
 - (h) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be published as soon as practicable after the determination of the Rate of Interest. Such notice will be delivered to any relevant clearing system and the bearer of this Note or, if that is not possible, it will be published in the *Financial Times* or in another leading London daily newspaper.
10. If this Note is denominated in euro:
- (a) instructions for payment must be received at the office of the Paying Agent referred to above together with this Note at least one TARGET Business Day prior to the relevant payment date; and
 - (b) payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee on a TARGET Business Day.
11. If this Note is denominated in Australian dollars or Japanese yen:
- (a) instructions for payment must be received at the office of the Paying Agent referred to above together with this Note at least two business days (which shall be days on which commercial banks are open for business in London and in the principal financial centre in the country of the Specified Currency) prior to the relevant payment date; and
 - (b) notwithstanding the provisions of paragraphs 8 and 9 above, interest (if any) will accrue from the Interest Commencement Date specified above.
12. If this Note is denominated in any currency other than United States dollars or any other currency specified in paragraphs 10 or 11 above, instructions must be received at the office of the Paying Agent together with this Note at least one business day (which shall be a day on which commercial banks are open for business in London and in the principal financial centre in the country of the Specified Currency) prior to the relevant payment date.
13. This Note shall not be validly issued unless manually authenticated by Deutsche Bank AG, London Branch.
14. This Note and non-contractual obligations arising out of or in connection with this Note are governed by, and shall be construed in accordance with, the laws of The Netherlands. All disputes in connection with or arising from this Note or its execution (including in relation to a dispute relating to any non-contractual obligations arising out of or in connection with this Note) will be judged by the courts of Amsterdam, The Netherlands, judging in the first instance, and its appellate courts.

15. Articles 229(e) to 229(k) of the Netherlands Commercial Code (*Wetboek van Koophandel*) do not apply to this Note.

[This commercial paper is issued in accordance with an exemption granted by the Central Bank and Financial Services Regulatory Authority of Ireland under Section 8(2)(a) of the Irish Central Bank Act, 1971, inserted by Section 31 of the Irish Central Bank Act, 1989, as amended by Section 70(d) of the Irish Central Bank Act, 1997. Please note that this investment does not have the status of a bank deposit, is not within the scope of the Deposit Protection Scheme operated by the Central Bank and Financial Services Regulatory Authority of Ireland and that we, [name of Issuer], are not regulated by the Central Bank and Financial Services Regulatory Authority of Ireland arising solely from the issue of commercial paper.] **[Note – applicable for (i) Notes issued by LPFin and (ii) Notes issued by any other Issuer that are to be issued or sold in Ireland or to Irish resident persons]**

[Repayment of the principal and payment of any interest in connection with this note have been guaranteed by Leaseplan Corporation N.V. which is a credit institution as defined by the Council Directive (77/780/EEC) of 12 December 1977 (as amended).]*

AUTHENTICATED by
DEUTSCHE BANK AG, LONDON BRANCH
without recourse, warranty or liability
and for authentication purposes only

Signed in facsimile or manually on behalf of
[NAME OF ISSUER]

By:
(Authorised Signatory)

By:
(Authorised Signatory)

* Delete in the case of Notes issued by LPCorp

SCHEDULE

Payments of Interest

The following payments of interest in respect of this Global Note have been made:

Date Made	Payment From	Payment To	Amount Paid	Notation on behalf of Paying Agent
.....
.....
.....
.....
.....
.....

**Pro-forma Redemption Calculation
(Index-linked Global Note)**

This is the Redemption Calculation relating to the attached index-linked Global Note:

Calculation Date:

Calculation Agent:

Redemption Amount: to be calculated by the Calculation Agent as follows:

[Insert particulars of index and redemption calculation]

[Indicate whether the calculation refers to principal or interest]

Confirmed:

.....
for *[NAME OF ISSUER]*

Note: The Calculation Agent is required to notify the Principal Paying Agent for the Notes of the Redemption Amount immediately upon completing its calculation of the same.

SCHEDULE 3

FORM OF GLOBAL CERTIFICATE OF DEPOSIT

LEASEPLAN CORPORATION N.V.

(incorporated with limited liability under the laws of The Netherlands
and having its statutory seat in Amsterdam)

P.J. Oudweg 41
1314 CJ Almere-Stad
The Netherlands

[Interest Bearing]³ [Discounted]⁷ Negotiable Global [London] Certificate of Deposit

[This Global Certificate represents certificates of deposit which are intended to be traded primarily outside of the London Market and accordingly is not a London certificate of deposit or a non-London certificate of deposit]*

Certificate No:	Minimum Redemption Amount.....
Series No:	(Words and figures if a Sterling CD)
Specified Denomination: ¹	Specified Currency and Principal Amount: ²
[Interest Rate:] ³	(Words and figures if a Sterling CD)
Interest Payment Dates: ⁴	Issue Date [in London] ⁵ :
Relevant Jurisdiction(s):	Maturity Date:
Dutch State Guarantee:[Applicable/Not Applicable] ⁶	Specified City:

Leaseplan Corporation N.V. (the **Issuer**) certifies that [the Principal Amount specified above has been deposited with it]³ [a sum has been deposited with it which (together with interest solely in respect of the period to the Maturity Date) will on the Maturity Date equal the Principal Amount specified above]⁷ upon terms that it is payable to bearer upon surrender of this Global Certificate of Deposit through an Authorised Institution at the offices of Deutsche Bank AG, London Branch as the Issuer's issuing and paying agent (the **Agent**), being at the date hereof at Winchester House, 1 Great Winchester Street, London EC2N 2DB, or at the office of any other paying agent appointed from time to time, by draft, in the specified currency, drawn on, or by telegraphic transfer to, an account, in the specified currency, maintained by the payee with, a bank in the Specified City, all in accordance with the provisions of an Amended and Restated Issue and Paying Agency Agreement dated 1 August 2008 as amended, supplemented or restated from time to time between, *inter alia*, the Issuer and the Agent, copies of which may be inspected during normal business hours at the offices of the Agent specified above. [Interest on the principal amount specified above shall accrue at the rate stated above and shall be payable in arrear on the Maturity Date specified above. Interest shall be calculated on the basis of a 360 or, where the Specified Currency is Sterling, 365 day year and the number of days elapsed.]³

This is a Global Certificate of Deposit in respect of an issue of Certificates of Deposit in the Specified Currency and Principal Amount. Subject to the terms and conditions set out below, this Global Certificate of

* Include only for Overseas Domestic CDs.

¹ If a London CD, this must be at least £100,000 or its equivalent in other currencies.

² If currency is other than Sterling, U.S. dollars, Yen, Canadian dollars, Australian dollars, euro and Swiss francs and it is a London CD, the Bank of England should be notified in advance of issue.

³ Include only for interest bearing Certificate of Deposit.

⁴ Complete for interest bearing CD's if interest is payable before Maturity Date.

⁵ If a London CD, CDs must be issued in the United Kingdom.

⁶ Mark as "Applicable" if the Dutch State Guarantee will apply to the CDs. When completing this Global CD in respect of CDs which have the benefit of the Dutch State Guarantee, ensure that all terms are completed in compliance with the 2008 Credit Guarantee scheme of the State of The Netherlands.

⁷ Include only for discounted Certificate of Deposit.

Deposit is exchangeable for definitive Certificates of Deposit of the Issuer in the Specified Denominations above.

This Global Certificate of Deposit is exchangeable, on any Business Day prior to the date on which full payment in respect thereof has been made or duly provided for, at the option of the bearer, in whole (but not in part) for definitive Certificates of Deposit in the Specified Denominations. Upon presentation and surrender of this Global Certificate of Deposit to the Agent, the Issuer will, at its expense, cause to be issued to the bearer duly executed and authenticated definitive Certificates of Deposit with the relevant details thereon duly completed.

If Dutch State Guarantee is marked as "Applicable" above, the State of the Netherlands has unconditionally and irrevocably guaranteed the due payment of all amounts in principal and interest due by LeasePlan Corporation N.V. as the Issuer under this Global Certificate of Deposit according and subject to (i) the Rules governing the 2008 Credit Guarantee Scheme of the State of the Netherlands, and (ii) the Guarantee Certificate issued under those Rules in respect of the Certificate of Deposit. Those Rules and that Guarantee Certificate are available at www.dutchstate.nl.

All payments in respect of this Global Certificate of Deposit shall be made free and clear of, and without deduction or withholding for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature (**Taxes**) imposed, levied, collected withheld or assessed by or within the Relevant Jurisdiction(s) named above or any jurisdiction through, in or from which such payments are made or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as shall result in receipt by the bearer of this Global Certificate of Deposit or the holder or beneficial owner of any interest herein or rights in respect hereof of such amounts as would have been received by it had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to this Global Certificate of Deposit presented for payment:

- (a) by, or a third party on behalf of, the bearer of this Global Certificate of Deposit who is liable to such Taxes in respect of this Global Certificate of Deposit by reason of his having some connection with the Relevant Jurisdiction(s) or any jurisdiction through, in or from which such payments are made other than the mere holding of this Global Certificate of Deposit;
- (b) more than 30 days after the Relevant Date (as defined below) except to the extent that the relevant bearer would have been entitled to an additional amount on presenting the same for payment on such thirtieth day (or, if such thirtieth day is not a Business Day (as defined below), the next succeeding Business Day);
- (c) by or to a third party on behalf of, the bearer of this Global Certificate of Deposit who is able to lawfully avoid such withholding or deduction by satisfying any statutory requirements or by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority (but fails to do so);
- (d) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (e) presented for payment or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting this Global Certificate of Deposit to another Paying Agent in a Member State of the European Union.

Relevant Date means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Agent on or prior to such due date, it means the date on which the full amount of such moneys having been so received and notice to that effect is duly given to

the holders of the Global Certificates of Deposit in accordance with the terms of the Global Certificates of Deposit.

If default is made in the payment referred to above or this Global Certificate of Deposit is not exchanged in accordance with its terms and in each case such default is not rectified by 5.00 p.m. (London time) on the seventh day thereafter each Relevant Account Holder shall automatically acquire, without the need for any further action on behalf of any person against the Issuer, all those rights which such Relevant Account Holder would have had if at the Relevant Time it had held and owned duly executed and authenticated definitive Certificates of Deposit in respect of each underlying Certificate of Deposit represented by this Global Certificate of Deposit which such Relevant Account Holder has credited to its securities account with the Relevant Clearing System at the Relevant Time. The Issuer's obligation pursuant to this paragraph shall be governed by the laws of The Netherlands and shall be a separate and independent obligation by reference to each relevant underlying Note and the Issuer agrees that a Relevant Account Holder may assign its rights hereunder in whole or in part.

Relevant Account Holder means any account holder with the Relevant Clearing System which has underlying Certificates of Deposit credited to its securities account from time to time.

Relevant Clearing System means as applicable Euroclear Bank S.A./N.V., and Clearstream Banking, société anonyme.

If the Maturity Date specified above falls on a day which is not a Business Day, payment hereof shall be made on the next succeeding Business Day (unless that falls in the next calendar month or is more than 364 days after the Issue Date of this Global Certificate of Deposit, in which case payment shall be made on the immediately preceding Business Day). **Business Day** herein means (a) a day on which commercial banks or foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and (b) either (i) in relation to a payment to be made other than in euro, a day on which commercial and foreign exchange markets settle payments in the principal financial centre of the Specified Currency or (ii) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (**TARGET 2**) System or any successor thereto (the **TARGET 2 System**) is open (a **TARGET Business Day**).

If this Global Certificate of Deposit is denominated in Australian Dollars or Japanese Yen instructions for payment must be received at the office of the Paying Agent referred to above together with this Global Certificate of Deposit at least two business days (which shall be days on which commercial banks are open for business in the principal financial centre in the country of the Specified Currency) prior to the relevant payment date.

If this Global Certificate of Deposit is denominated in any currency other than dollars or any other currency specified above, instructions for payment must be received at the office of the Issuing and Paying Agent together with this Global Certificate of Deposit at least one business day (which shall be a day on which commercial banks are open for business in the principal financial centre in the country of the Specified Currency) prior to the relevant payment date.

If this is an interest bearing Global Certificate of Deposit then:

- (a) notwithstanding the provisions of the first paragraph above, if any payment of interest in respect of this Global Certificate of Deposit falling due for payment prior to the above-mentioned Maturity Date remains unpaid on the fifteenth day after falling so due the Principal Amount together with interest calculated in accordance with the first paragraph shall be payable on such fifteenth day; and
- (b) upon each payment of interest (if any prior to the Maturity Date in respect of this Global Certificate of Deposit, the Schedule hereto shall be duly completed by a Paying Agent to reflect such payment).

This Global Certificate of Deposit is transferable by delivery.

[This Global Certificate of Deposit and non-contractual obligations arising out of or in connection with this Global Certificate of Deposit are governed by, and shall be construed in accordance with, the laws of The Netherlands. All disputes in connection with or arising from this Global Certificate of Deposit or its execution (including in relation to a dispute relating to any non-contractual obligations arising out of or in connection with this Global Certificate of Deposit) will be judged by the courts of Amsterdam, The Netherlands, judging in the first instance, and its appellate courts.]⁸ [Save as provided above, this Global Certificate of Deposit and non-contractual obligations arising out of or in connection with this Global Certificate of Deposit are governed by, and shall be construed in accordance with, the laws of England.]⁹

Articles 229(e) to 229(k) of the Netherlands Commercial Code (*Wetboek van Koophandel*) do not apply to this Global Certificate of Deposit.¹⁰

This Global Certificate of Deposit shall not be validly issued unless authenticated by Deutsche Bank AG, London Branch.

IN WITNESS WHEREOF the Issuer has caused this Global Certificate of Deposit to be signed in facsimile on its behalf.

For and on behalf of LEASEPLAN
CORPORATION N.V.

Authenticated (without recourse, warranty or
liability) by DEUTSCHE BANK AG, LONDON
BRANCH

By:

By:
(*Authorised Signatory*)

By:

⁸ Include only for Overseas Domestic CDs.

⁹ Include only for London CDs.

¹⁰ Include only for Overseas Domestic CDs.

SCHEDULE

Payments of Interest

The following payments of interest in respect of this Global Note have been made:

Date Made	Payment From	Payment To	Amount Paid	Notation on behalf of Paying Agent
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SCHEDULE 4

FORM OF DEFINITIVE CERTIFICATE OF DEPOSIT

LEASEPLAN CORPORATION N.V.

(incorporated with limited liability under the laws of The Netherlands
and having its statutory seat in Amsterdam)

P.J. Oudweg 41
1314 CJ Almere-Stad
The Netherlands

[Unless between individuals not acting in the conduct of a business or profession, each transaction regarding this Certificate of Deposit which involves the physical delivery thereof within, from or into The Netherlands, must be effected (as required by the Dutch Savings Certificates Act (*Wet inzake Spaarbewijzen*) of 21 May 1985) through the mediation of the Issuer or member of Euronext Amsterdam N.V. and must be recorded in a transaction note which includes the name and address of each party to the transaction, the nature of the transaction and the details and serial number of this Certificate of Deposit.]*

[Interest Bearing]³⁷ [Discounted]³⁸ Negotiable [London] Certificate of Deposit

Certificate No:	Minimum Redemption Amount.....
Series No:	(Words and figures if a Sterling CD)
Specified Denomination: ³⁹	Specified Currency and Principal Amount: ⁴⁰
[Interest Rate:] ⁴¹	(Words and figures if a Sterling CD)
Interest Payment Dates: ⁴²	Issue Date [in London] ⁴³ :
Relevant Jurisdiction(s):	Maturity Date:
Dutch State Guarantee:[Applicable/Not Applicable] ⁴⁴	Specified City:

Leaseplan Corporation N.V. (the **Issuer**) certifies that [the Principal Amount specified above has been deposited with it]³⁷ [a sum has been deposited with it which (together with interest solely in respect of the period to the Maturity Date) will on the Maturity Date equal the Principal Amount specified above]³⁸ upon terms that it is payable to bearer on surrender of this Certificate of Deposit, through an Authorised Institution under the Financial Services and Markets Act 2000, at the offices of Deutsche Bank AG, London Branch as the Issuer's issuing and paying agent (the **Agent**), being at the date hereof at Winchester House, 1 Great Winchester Street, London EC2N 2DB, or at the office of any other paying agent appointed from time to time, by draft in the Specified Currency drawn on, or by telegraphic transfer to, an account in the Specified Currency maintained by the payee with a bank in the Specified City, all in accordance with the provisions of an Amended and Restated Issue and Paying Agency Agreement dated 1 August 2008 as amended, supplemented or restated from time to time between, *inter alia*, the Issuer and the Agent, copies of which may be inspected during normal business hours at the offices of the Agent specified above. [Interest on the

* This legend should be placed on zero coupon or discounted Certificates of Deposit and Certificates of Deposit that constitute a claim against the relevant Issuer on which interest only becomes due at maturity or on which no interest is due whatsoever and which are distributed within, from or into The Netherlands in the course of initial distribution or immediately thereafter.

³⁷ Include only for interest bearing Certificate of Deposit.

³⁸ Include only for discounted Certificate of Deposit.

³⁹ If a London CD, this must be at least £100,000 or its equivalent in other currencies.

⁴⁰ If currency is other than Sterling, U.S. dollars, Yen, Canadian dollars, Australian dollars, euro and Swiss francs and it is a London CD, the Bank of England should be notified in advance of issue.

⁴¹ Include only for interest bearing Certificate of Deposit.

⁴² Complete for interest bearing CD's if interest is payable before Maturity Date.

⁴³ If a London CD, CDs must be issued in the United Kingdom.

⁴⁴ Mark as "Applicable" if the Dutch State Guarantee will apply to the CD. When completing this Definitive CD in respect of CDs which have the benefit of the Dutch State Guarantee, ensure that all terms are completed in compliance with the 2008 Credit Guarantee scheme of the State of The Netherlands

principal amount specified above shall accrue at the rate stated above and shall be payable in arrear on the Maturity Date specified above. Interest shall be calculated on the basis of a 360 or, where the Specified Currency is Sterling, 365 day year and the number of days elapsed.]³⁷

If Dutch State Guarantee is marked as "Applicable" above, the State of the Netherlands has unconditionally and irrevocably guaranteed the due payment of all amounts in principal and interest due by LeasePlan Corporation N.V. as the Issuer under this Global Certificate of Deposit according and subject to (i) the Rules governing the 2008 Credit Guarantee Scheme of the State of the Netherlands, and (ii) the Guarantee Certificate issued under those Rules in respect of the Certificate of Deposit. Those Rules and that Guarantee Certificate are available at www.dutchstate.nl.

[All payments in respect of this Certificate of Deposit shall be made free and clear of, and without deduction or withholding for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature (**Taxes**) imposed, levied, collected withheld or assessed by or within the Relevant Jurisdiction(s) named above or any jurisdiction through, in or from which such payments are made or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as shall result in receipt by the bearer of this Certificate of Deposit or the holder or beneficial owner of any interest herein or rights in respect hereof of such amounts as would have been received by it had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to this Certificate of Deposit presented for payment:

- (a) by or to a third party on behalf of, the bearer of this Certificate of Deposit who is liable to such Taxes in respect of this Certificate of Deposit by reason of such bearer having some connection with the Relevant Jurisdiction(s) or any jurisdiction through, in or from which such payments are made other than the mere holding of this Certificate of Deposit;
- (b) more than 30 days after the Relevant Date (as defined below) except to the extent that the relevant bearer would have been entitled to an additional amount on presenting the same for payment on such thirtieth day (or, if such thirtieth day is not a Business Day (as defined below), the next succeeding Business Day);
- (c) by or to a third party on behalf of, the bearer of this Certificate of Deposit who is able to lawfully avoid such withholding or deduction by satisfying any statutory requirements or by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority (but fails to do so);
- (d) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (e) presented for payment or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting this Certificate of Deposit to another Paying Agent in a Member State of the European Union.
- (f) if this is an interest bearing Certificate of Deposit then:
 - (i) notwithstanding the provisions of the first paragraph above, if any payment of interest in respect of this Certificate of Deposit falling due for payment prior to the above-mentioned Maturity Date remains unpaid on the fifteenth day after falling so due the Principal Amount together with interest calculated in accordance with the first paragraph shall be payable on such fifteenth day; and

- (ii) upon each payment of interest (if any prior to the Maturity Date in respect of this Certificate of Deposit, the Schedule hereto shall be duly completed by a Paying Agent to reflect such payment).

Relevant Date means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the holders of the Certificates of Deposit in accordance with the terms of the Certificate of Deposits.]³⁷

If the Maturity Date specified above falls on a day which is not a Business Day, payment hereof shall be made on the next succeeding Business Day (unless that falls in the next calendar month or (in the case of a Certificate of Deposit other than a London Certificate of Deposit) is more than 364 days or (in the case of a London Certificate of Deposit) five years after the Issue Date of this Certificate of Deposit, in which case payment shall be made on the immediately preceding Business Day). **Business Day** herein means (a) a day on which commercial banks or foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and (b) either (i) in relation to a payment to be made other than in euro, a day on which commercial and foreign exchange markets settle payments in the principal financial centre of the Specified Currency or (ii) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (**TARGET 2**) System or any successor thereto (the **TARGET 2 System**) is open (a **TARGET Business Day**).

This Certificate of Deposit is transferable by delivery.

If this Certificate of Deposit is denominated in Australian Dollars or Japanese Yen instructions for payment must be received at the office of the Paying Agent referred to above together with this Certificate of Deposit at least two business days (which shall be days on which commercial banks are open for business in the principal financial centre in the country of the Specified Currency) prior to the relevant payment date.

If this Certificate of Deposit is denominated in any currency other than dollars, or any other currency specified above, instructions for payment must be received at the office of the Issuing and Paying Agent together with this Certificate of Deposit at least one business day (which shall be a day on which commercial banks are open for business in the principal financial centre in the country of the Specified Currency) prior to the relevant payment date.

[This Certificate of Deposit and non-contractual obligations arising out of or in connection with this Certificate of Deposit are governed by, and shall be construed in accordance with, the laws of The Netherlands. All disputes in connection with or arising from this Certificate of Deposit or its execution (including in relation to a dispute relating to any non-contractual obligations arising out of or in connection with this Certificate of Deposit) will be judged by the courts of Amsterdam, The Netherlands, judging in the first instance, and its appellate courts.]⁴⁵ [This Certificate of Deposit and non-contractual obligations arising out of or in connection with this Certificate of Deposit are governed by, and shall be construed in accordance with, the laws of England.]⁴⁶

Articles 229(e) to 229(k) of the Netherlands Commercial Code (*Wetboek van Koophandel*) do not apply to this Certificate of Deposit.⁴⁷

This Certificate of Deposit shall not be validly issued unless authenticated by Deutsche Bank AG, London Branch.

IN WITNESS WHEREOF the Issuer has caused this Certificate of Deposit to be signed in facsimile on its behalf.

⁴⁵ Include only for Overseas Domestic CDs.

⁴⁶ Include only for London CDs.

⁴⁷ Include only for Overseas Domestic CDs.

For and on behalf of
LEASEPLAN CORPORATION N.V.

Authenticated (without recourse, warranty or
liability) by DEUTSCHE BANK AG, LONDON
BRANCH

By:

By:
(Authorised Signatory)

By:

SCHEDULE

Payments of Interest

The following payments of interest in respect of this Global Note have been made:

Date Made	Payment From	Payment To	Amount Paid	Notation on behalf of Paying Agent
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