
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 2)*

AerCap Holdings N.V.

(Name of Issuer)

Ordinary Shares, EUR 0.01 Nominal Value

(Title of Class of Securities)

N00985106

(CUSIP Number)

Brandon Smith
Chief Corporate, Securities & Finance Counsel
General Electric Company
One Financial Center, Suite 3700
Boston, Massachusetts 02111
617-443-3000

With a Copy to:

Scott A. Barshay
Steven J. Williams
Paul, Weiss, Rifkind, Wharton & Garrison, LLP
1285 Avenue of the Americas
New York, NY 10019-6064
212-373-3000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

September 14, 2023

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAME OF REPORTING PERSON General Electric Company	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION New York	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 31,047,984
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 31,047,984
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 31,047,984	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 14.5%	
14	TYPE OF REPORTING PERSON CO	

1	NAME OF REPORTING PERSON GE Capital Global Holdings, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 31,047,984
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 31,047,984
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 31,047,984	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 14.5%	
14	TYPE OF REPORTING PERSON CO	

1	NAME OF REPORTING PERSON GE Capital US Holdings, Inc.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 31,047,984
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 31,047,984
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 31,047,984	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 14.5%	
14	TYPE OF REPORTING PERSON CO	

ITEM 1. SECURITY AND ISSUER.

The information in this Amendment No. 2 to Schedule 13D (this "Amendment No. 2") amends and supplements the Schedule 13D (the "Original Schedule 13D") filed on November 10, 2021 with the U.S. Securities and Exchange Commission (the "SEC") by General Electric Company ("GE"), GE Capital Global Holdings, LLC ("GE Capital Global Holdings") and GE Capital US Holdings, Inc. ("GE Capital US Holdings" and, together with GE and GE Capital Global Holdings, the "Reporting Persons"), as amended by Amendment No. 1 to the Original Schedule 13D filed with the SEC on March 13, 2023 (together with the Original Schedule 13D, the "Original Filings") relating to the beneficial ownership of stock, nominal value EUR 0.01 per share (the "Ordinary Shares"), of AerCap Holdings N.V., a Netherlands public limited liability company (the "Issuer"), which has its principal executive offices at AerCap House, 65 St. Stephen's Green, Dublin D02 YX20, Ireland.

Except as set forth herein, the Original Filings remain unmodified. Capitalized terms used but not defined in this Amendment No. 2 to the Schedule 13D have the meanings ascribed to them in the Original Filings.

ITEM 4. PURPOSE OF TRANSACTION.

The response to Item 5(c) of this Amendment No. 2 is incorporated by reference herein.

The response to Item 6 of this Amendment No. 2 is incorporated by reference herein.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

Item 5 of the Schedule 13D is hereby amended and restated as follows:

(a) The aggregate number and percentage of the Ordinary Shares (the securities identified pursuant to Item 1 of this Amendment No. 2) that are beneficially owned by each of the Reporting Persons is set forth in boxes (11) and (13) of the cover pages to this Amendment No. 2 for each of the Reporting Persons, and such information is incorporated herein by reference. Such Ordinary Shares represent approximately 14.5% of the outstanding Ordinary Shares. Such percentage is calculated based on a total of 213,677,961 shares outstanding after the Secondary Offering (as defined below) (and such number is based on a total of (i) 231,548,669 Ordinary Shares outstanding as of September 8, 2023 and the Issuer repurchasing 17,543,250 of the Ordinary Shares pursuant to the Concurrent Share Repurchase (as defined below), in each case as disclosed in the Issuer's prospectus supplement dated September 11, 2023, and (ii) the Issuer repurchasing 327,458 Ordinary Shares on September 13, 2023 and September 14, 2023 pursuant to Section 3.5 of the Shareholders' Agreement).

To the best knowledge of the Reporting Persons, none of the individuals listed on Schedules I through III hereto own any Ordinary Shares.

(b) The number of Ordinary Shares as to which each of the Reporting Persons has sole voting power, shared voting power, sole dispositive power and shared dispositive power is set forth in boxes (7), (8), (9) and (10), respectively, on the cover page to this Amendment No. 2 for each of the Reporting Persons, and such information is incorporated herein by reference.

(c) On September 14, 2023 (the "Closing Date"), GE Capital US Holdings sold 46,782,000 Ordinary Shares to the underwriters and the Issuer repurchased 17,543,250 of such Ordinary Shares from the underwriters, pursuant to the Underwriting Agreement as described in Item 6 to this Amendment No. 2.

From May 3, 2023 to September 14, 2023, GE Capital US Holdings sold 1,881,126 Ordinary Shares to the Issuer (the "Repurchases") in a series of private transactions pursuant to Section 3.5 of the Shareholders' Agreement. The Repurchases were consummated at prices ranging from \$55.75 to \$64.89 per share.

No other transactions involving Ordinary Shares were effected during the past sixty days.

(d) No person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, Ordinary Shares held by the Reporting Persons other than each of the Reporting Persons.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERTAKINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Item 6 is hereby amended and supplemented as follows:

Underwriting Agreement

On September 11, 2023, the Issuer entered into an underwriting agreement (the “Underwriting Agreement”) with GE Capital US Holdings (the “Selling Shareholder”) and Goldman Sachs & Co. LLC, Citigroup Global Markets Inc. Barclays Capital Inc., BofA Securities, Inc. and J.P. Morgan Securities LLC, as representatives (collectively, the “Representatives”) of the several underwriters named therein, relating to the secondary public offering of an aggregate of 46,782,000 Ordinary Shares to be sold by the Selling Shareholder, at a price to the public of \$59.00 per share (the “Secondary Offering”). This includes the exercise in full by the underwriters of their option to purchase up to an additional 6,102,000 Ordinary Shares from the Selling Shareholder (the “Option”). As part of the Secondary Offering, the Issuer purchased 17,543,250 Ordinary Shares from the underwriters (the “Concurrent Share Repurchase”), including 2,288,250 Ordinary Shares purchased in connection with the underwriters’ exercise of the Option, at a price per Ordinary Share equal to \$57.53.

The foregoing description of the terms of the Underwriting Agreement does not purport to be a complete description of the rights and obligations of the parties thereunder and is qualified in its entirety by reference to Exhibit 1.1 incorporated herein by reference.

Lock-Up Agreement

On September 11 2023, in connection with the Secondary Offering, GE, on behalf of itself and each of its subsidiaries, executed and delivered a lock-up agreement (the “Lock-Up Agreement”) to the Representatives. Pursuant to the Lock-Up Agreement and subject to specified exceptions, GE agreed not to, without the consent of Goldman Sachs & Co. LLC, Citigroup Global Markets Inc. and any one of Barclays Capital Inc., BofA Securities, Inc. and J.P. Morgan Securities LLC, (a) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any class of stock of the Issuer or any other securities convertible into or exercisable or exchangeable for any of the Issuer’s securities; (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any of the Issuer’s securities, whether any such transaction described (a) or (b) is to be settled by delivery of the Issuer’s securities or such other securities, in cash or otherwise; (c) file any registration statement with the SEC relating to the offering of any restricted securities; or (d) make certain public announcements with respect to any of the foregoing transactions, in cash for a period of 90 days after September 11, 2023.

The foregoing description of the terms of the Lock-Up Agreement does not purport to be a complete description of the rights and obligations of the parties thereunder and is qualified in its entirety by reference to Exhibit 99.3 incorporated herein by reference.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

Item 7 is hereby amended and supplemented as follows:

Exhibit No.	Description
99.1	Underwriting Agreement, dated as of September 11, 2023, among AerCap Holdings N.V., the Selling Shareholder named therein and the several underwriters named therein (incorporated by reference from Exhibit 1.1 to the Issuer’s Current Report on Form 6-K filed on September 12, 2023).
99.2*	Form of Lock-Up Agreement, dated as of September 11, 2023, by and between General Electric Company and the representatives of the several underwriters named therein.

* Filed herewith

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: September 14, 2023

GENERAL ELECTRIC COMPANY

By: /s/ Brandon Smith
Name: Brandon Smith
Title: Vice President,
Chief Corporate, Securities & Finance Counsel

GE CAPITAL GLOBAL HOLDINGS, LLC

By: /s/ Robert M. Giglietti
Name: Robert M. Giglietti
Title: Chief Financial Officer and Senior
Vice President

GE CAPITAL US HOLDINGS, INC.

By: /s/ Robert M. Giglietti
Name: Robert M. Giglietti
Title: Chief Financial Officer and Senior
Vice President

**DIRECTORS AND EXECUTIVE OFFICERS OF
GENERAL ELECTRIC COMPANY**

The following table sets forth certain information with respect to the directors and executive officers of General Electric Company. Unless otherwise specified below, the business address and address of the organization of principal occupation or employment of each director and executive officer of General Electric Company is One Financial Center, Suite 3700, Boston, Massachusetts 02111.

Name	Present Principal Occupation or Employment	Citizenship
Stephen Angel (Director)	Chairman and Former Chief Executive Officer, Linde Dallas, Texas	United States
Sébastien M. Bazin (Director)	Chairman and Chief Executive Officer, AccorHotels Paris, France	France
H. Lawrence Culp, Jr. (Director)	Chairman of the Board and Chief Executive Officer, General Electric Company; Chief Executive Officer, GE Aerospace	United States
Edward P. Garden (Director)	Former Chief Investment Officer and Founding Partner, Triam Fund Management, L.P. New York, New York	United States
Isabella Goren (Director)	Former Chief Financial Officer, American Airlines and AMR Corporation Dallas, Texas	United States
Thomas W. Horton (Director)	Partner, Global Infrastructure Partners New York, New York	United States
Catherine Lesjak (Director)	Former Chief Financial Officer, HP San Mateo, California	Canada
Darren McDew (Director)	Retired Four-Star General, United States Air Force, and Former Commander of U.S Transportation Command Waxhaw, North Carolina	United States
Paula Rospot Reynolds (Director)	President and Chief Executive Officer, PreferWest LLC Seattle, Washington	United States
Jessica Uhl (Director)	Former Chief Financial Officer, Shell plc Seattle, Washington	United States
Rahul Ghai	Senior Vice President, Chief Financial Officer, General Electric Company	United States
Michael J. Holston	Senior Vice President, General Counsel & Secretary, General Electric Company	United States
L. Kevin Cox	Senior Vice President, Chief Human Resources Officer, General Electric Company	United States
Russell Stokes	Senior Vice President, General Electric Company; President & Chief Executive Officer, Commercial Engines and Services, GE Aerospace	United States
Scott L. Strazik	Senior Vice President, General Electric Company; President and Chief Executive Officer, GE Power and GE Renewable Energy	United States
Thomas S. Timko	Vice President, Controller & Chief Accounting Officer, General Electric Company	United States

**DIRECTORS AND EXECUTIVE OFFICERS OF
GE CAPITAL GLOBAL HOLDINGS, LLC**

The following table sets forth certain information with respect to the directors and executive officers of GE Capital Global Holdings, LLC. Unless otherwise specified below, the business address and address of the organization of principal occupation or employment of each director and executive officer of GE Capital Global Holdings, LLC is 901 Main Avenue, Norwalk, Connecticut 06851.

Name	Present Principal Occupation or Employment	Citizenship
Jennifer B. VanBelle (Manager)	Chairperson of the Board of Managers, Chief Executive Officer, President and Treasurer of GE Capital Global Holdings, LLC; Senior Vice President, GE Treasury - GE Treasury & Capital Markets, General Electric Company	United States
Robert M. Giglietti (Manager)	Manager, Chief Financial Officer and Senior Vice President, GE Capital Global Holdings, LLC; Vice President, Chief Financial Officer - GE Capital & GE Corporate, General Electric Company	United States
Timothy M. Carfi (Manager)	Manager and Senior Vice President, GE Capital Global Holdings, LLC; President & CEO of Working Capital Solutions - GE Capital, General Electric Company	United States
Paul Goudie (Manager)	Manager, Vice President and Chief Risk Officer, GE Capital Global Holdings, LLC; Chief Risk Officer - GE Capital, General Electric Company	United States
Lindsay Diaspro	Vice President, GE Capital Global Holdings, LLC; Deputy Treasurer – Liquidity, Capital Structure and Ratings – GE Capital, General Electric Company	United States
Victoria Vron	Secretary, GE Capital Global Holdings, LLC; Senior Counsel/Region Leader, Americas - GE Corporate, General Electric Company	United States
Mark Landis	Vice President, General Counsel, GE Capital Global Holdings, LLC; General Counsel, GE Capital & Treasury and Vice President, Chief Counsel M&A - GE Capital, General Electric Company One Financial Center, Suite 3700, Boston, Massachusetts 02111	United States

**DIRECTORS AND EXECUTIVE OFFICERS OF
GE CAPITAL US HOLDINGS, INC.**

The following table sets forth certain information with respect to the directors and executive officers of GE Capital US Holdings, Inc. Unless otherwise specified below, the business address and address of the organization of principal occupation or employment of each director and executive officer of GE Capital US Holdings, Inc. is 901 Main Avenue, Norwalk, Connecticut 06851.

Name	Present Principal Occupation or Employment	Citizenship
Robert M. Giglietti (Director)	Chairperson of the Board of Directors, Chief Financial Officer and Senior Vice President, GE Capital US Holdings, Inc.; Vice President, Chief Financial Officer - GE Capital & GE Corporate, General Electric Company	United States
Paul Goudie (Director)	Director, Vice President and Chief Risk Officer, GE Capital US Holdings, Inc.; Chief Risk Officer - GE Capital, General Electric Company	United States
Lindsay Diaspro (Director)	Director and Vice President, GE Capital US Holdings, Inc.; Deputy Treasurer - Liquidity, Capital Structure and Ratings - GE Capital, General Electric Company	United States
Jennifer B. VanBelle	President, Chief Executive Officer and Treasurer, GE Capital US Holdings, Inc.; Senior Vice President, GE Treasurer – GE Treasury & Capital Markets, General Electric Company	United States
Timothy M. Carfi	Senior Vice President, GE Capital US Holdings, Inc.; President & CEO of Working Capital Solutions - GE Capital, General Electric Company	United States
Danielle Konsten	Vice President, GE Capital US Holdings, Inc.; Legal Entity Separation Executive, General Electric Company	United States
Mark Landis	Vice President and General Counsel, GE Capital US Holdings, Inc.; General Counsel, GE Capital & Treasury and Vice President, Chief Counsel M&A - GE Capital, General Electric Company One Financial Center, Suite 3700, Boston, Massachusetts 02111	United States
Victoria Vron	Secretary, GE Capital U.S. Holdings, Inc. Senior Counsel/Region Leader, Americas - GE Corporate, General Electric Company	United States

Lock-up Agreement

September 11, 2023

Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282

Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019

BofA Securities, Inc.
One Bryant Park
New York, New York 10036

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

As Representatives of the
several Underwriters listed
in Schedule I to the
Underwriting Agreement

Ladies and Gentlemen:

The undersigned understands that Goldman Sachs & Co. LLC, Citigroup Global Markets Inc., Barclays Capital Inc., BofA Securities, Inc. and J.P. Morgan Securities LLC, as representatives of the several Underwriters (the “**Representatives**”), propose to enter into an Underwriting Agreement (the “**Underwriting Agreement**”) with AerCap Holdings N.V., a public limited liability company (*naamloze vennootschap*) organized under the laws of the Netherlands (the “**Company**”), and GE Capital US Holdings, Inc., a Delaware corporation and a wholly owned subsidiary of the undersigned (the “**Selling Shareholder**”), providing for the public offering (the “**Public Offering**”) by the several Underwriters, including the Representatives, of ordinary shares, par value €0.01 per share, of the Company. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Underwriting Agreement.

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned General Electric Company (“**GE**”), on behalf of itself and each of its subsidiaries (collectively, the “**Restricted Parties**”), hereby agrees that, without the prior written consent of Goldman Sachs & Co. LLC, Citigroup Global Markets Inc., and any one of Barclays Capital Inc., BofA Securities, Inc. and J.P. Morgan Securities LLC, the Restricted Parties will not, during the period ending 90 days after the date of the Prospectus (the “**Restricted Period**”): (a) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of (collectively, “**Transfer**”), directly or indirectly, any shares of any class of stock of the Company (collectively, the “**Company Securities**”) or any other securities convertible into or exercisable or exchangeable for any Company Securities (collectively, the “**Restricted Securities**”); (b) enter into any swap or other arrangement that Transfers to another, in whole or in part, any of the economic consequences of ownership of any Company Securities, whether any such transaction described in clause (a) or (b) above is to be settled by delivery of Company Securities or such other securities, in cash or otherwise; (c) file any registration statement with the Commission relating to the offering of any Restricted Securities; or (d) publicly announce any intention to engage in any of the transactions described in clauses (a) through (c) above; *provided* that this clause (d) shall not apply to disclosure by a Restricted Party of its general intent with respect to its Company Securities if such disclosure makes no reference to any specific transaction of the type described in clause (a), (b) or (c).

The restrictions contained in the preceding paragraph shall not apply to (a) the sale by the Selling Shareholder of the Securities to be sold pursuant to the Underwriting Agreement and the registration of the offer and sale of the Securities under the Securities Act; (b) the sale of ordinary shares of the Company by the Selling Shareholder to the Company pursuant to the Repurchase Agreement, dated on or around September 11, 2023, between the Company and the Selling Shareholder; (c) transactions by a Restricted Party relating to Company Securities or other securities acquired in open market transactions after the completion of the offering of the Securities; *provided* that any Restricted Securities transferred pursuant to clause (d) below shall be deemed to not have been acquired in open market transactions for purposes of this clause (c); (d) Transfers by a Restricted Party of Restricted Securities; *provided* that (i) each transferee, only to the extent such transferee is not a Restricted Party at the time of such Transfer, shall enter into a written agreement accepting the restrictions set forth herein as if it were a Restricted Party and (ii) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by or on behalf of a Restricted Party or the Company in connection with any Transfer permitted pursuant to this clause (d), it shall include a statement to the effect that the Restricted Securities being Transferred remain subject to the restrictions set forth herein for the remainder of the Restricted Period; (e) Transfers of Restricted Securities to the Company or any of its subsidiaries; *provided* that any Restricted Securities received by the Company or any of its subsidiaries pursuant to such Transfer shall be subject to all of the restrictions set forth in Section 5(a)(xii) of the Underwriting Agreement; (f) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the Transfer of Restricted Securities; *provided* that (i) such plan does not provide for the Transfer of Restricted Securities during the Restricted Period and (ii) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by or on behalf of a Restricted Party or the Company regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no Transfer of

Restricted Securities may be made under such plan during the Restricted Period; or (g) Transfers of Restricted Securities pursuant to a bona fide third party tender offer, merger, consolidation, stock exchange or similar transaction involving a Change of Control (as defined below) of the Company; *provided* that (i) any such transaction is not solicited by any of the Company, the Restricted Parties or any of their respective affiliates and (ii) in the event that such tender offer, merger, consolidation or other such transaction is not completed, the Restricted Parties' Restricted Securities shall remain subject to the restrictions contained in this agreement (this "**Agreement**"). For purposes of clause (g) above, "**Change of Control**" shall mean the consummation of any bona fide third party tender offer, merger, purchase, consolidation or other similar transaction the result of which is that any "person" (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of 50% or more of the total voting power of the voting shares of the Company. In addition, GE, on behalf of itself and each of the other Restricted Parties, agrees that, without the prior written consent of Goldman Sachs & Co. LLC, Citigroup Global Markets Inc., and any one of Barclays Capital Inc., BofA Securities, Inc. and J.P. Morgan Securities LLC, the Restricted Parties will not, during the Restricted Period, make any demand for, or exercise any right with respect to, the registration of any Restricted Securities if such demand or exercise would result in a public announcement of or public filing (whether of a registration statement with the SEC or any other public filing) with respect to the same during the Restricted Period.

The undersigned understands that the Company and the Underwriters are relying upon this Agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this Agreement is irrevocable and shall be binding upon the undersigned's affiliates, legal representatives, successors and assigns.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an underwriting agreement, the terms of which are subject to negotiation between the Company and the Underwriters.

This Agreement shall automatically terminate upon the earlier to occur, if any, of (a) the date of termination of the Underwriting Agreement if such date occurs prior to payment for the Ordinary Shares, or (b) September 30, 2023, if the Closing Date has not occurred on or prior to such date.

This Agreement, and any claim, controversy or dispute arising under or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its conflicts of laws principles. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile or other electronic transmission (i.e., a "pdf" or "tif") shall be effective as delivery of a manually executed counterpart thereof. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery

thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

The undersigned acknowledges and agrees that the Underwriters have not provided any recommendation or investment advice nor have the Underwriters solicited any action from the undersigned with respect to the Public Offering of the Securities and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned further acknowledges and agrees that, although the Representatives may be required or choose to provide the Selling Shareholder certain Regulation Best Interest and Form CRS disclosures in connection with the Public Offering, the Representatives and the other Underwriters are not making a recommendation to the Selling Shareholder to participate in the Public Offering, enter into this Agreement, or sell any Securities at the price determined in the Public Offering, and nothing set forth in such disclosures is intended to suggest that the Representatives or any Underwriters are making such a recommendation.

[Signature page follows]

Very truly yours,

GENERAL ELECTRIC COMPANY, on behalf of itself and each of
the other Restricted Parties

By: /s/ Robert M. Giglietti
Name: Robert M. Giglietti
Title: Vice President, Chief Financial Officer - GE Capital &
GE Corporate
