
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 6 - K

REPORT OF FOREIGN PRIVATE ISSUER PURSUANT TO RULE 13a-16 OR 15d-16 UNDER THE SECURITIES EXCHANGE ACT OF 1934

For the month of March 2023

Commission File Number 001-33159

AERCAP HOLDINGS N.V.

(Translation of Registrant's Name into English)

AerCap House, 65 St. Stephen's Green, Dublin D02 YX20, Ireland, +353 1 819 2010
(Address of Principal Executive Office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F ☒

Form 40-F ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1): ☐

Note: Regulation S-T Rule 101(b)(1) only permits the submission in paper of a Form 6-K if submitted solely to provide an attached annual report to security holders.

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7): ☐

Note: Regulation S-T Rule 101(b)(7) only permits the submission in paper of a Form 6-K if submitted to furnish a report or other document that the registrant foreign private issuer must furnish and make public under the laws of the jurisdiction in which the registrant is incorporated, domiciled or legally organized (the registrant's "home country"), or under the rules of the home country exchange on which the registrant's securities are traded, as long as the report or other document is not a press release, is not required to be and has not been distributed to the registrant's security holders, and, if discussing a material event, has already been the subject of a Form 6-K submission or other Commission filing on EDGAR.

Other Events

On March 7, 2023, AerCap Holdings N.V. (the “Company”) issued a press release announcing the underwritten secondary offering (the “Secondary Offering”) of 18,000,000 of its ordinary shares by GE Capital US Holdings, Inc. (the “Selling Shareholder”) and the Company’s agreement to repurchase \$500 million of its ordinary shares from the Selling Shareholder. A copy of the press release is attached hereto as Exhibit 99.1.

Pursuant to the Share Repurchase Agreement, entered into between the Company and the Selling Shareholder on March 7, 2023 (the “Share Repurchase Agreement”), the Company agreed to repurchase \$500 million of its ordinary shares from the Selling Shareholder at the price per ordinary share paid by the underwriters to the Selling Shareholder in the Secondary Offering, subject to certain limitations. The closing of the share repurchase is expected to occur substantially simultaneously with, and is conditioned upon, the closing of the Secondary Offering. The foregoing description of the Share Repurchase Agreement is qualified by reference to the Share Repurchase Agreement, a copy of which is attached hereto as Exhibit 99.2 and incorporated herein by reference. The Company intends to fund the share repurchase with cash on hand. The share repurchase is being consummated pursuant to, and will utilize all authorized availability under, the share repurchase program announced by the Company’s board of directors on March 2, 2023, pursuant to which the Company’s board of directors authorized total repurchases of up to \$500 million of the Company’s ordinary shares through open market purchases or privately negotiated transactions in accordance with applicable U.S. federal securities law.

The information contained in this Form 6-K is incorporated by reference into the Company’s Registration Statements on Form F-3, File Nos. 333-270326 and 333-260359, Registration Statements on Form S-8, File Nos. 333-194638, 333-194637, 333-180323, 333-165839, and 333-154416, and related Prospectuses, as such Registration Statements and Prospectuses may be amended from time to time.

Exhibits

- 99.1 AerCap Holdings N.V. Press Release
 - 99.2 Share Repurchase Agreement, dated March 7, 2023, between AerCap Holdings N.V. and GE Capital US Holdings, Inc.
-

SIGNATURE

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

AERCAP HOLDINGS N.V.

By: /s/ Aengus Kelly

Name: Aengus Kelly

Title: Authorized Signatory

Date: March 7, 2023

EXHIBIT INDEX

- 99.1 AerCap Holdings N.V. Press Release
- 99.2 Share Repurchase Agreement, dated March 7, 2023, between AerCap Holdings N.V. and GE Capital US Holdings, Inc.

PRESS RELEASE



For Investors: Joseph McGinley
Head of Investor Relations
jmcginley@aercap.com; +353 1 418 0428

For Media: Gillian Culhane
Vice President Corporate Communications
gculhane@aercap.com; +353 1 636 0945

AerCap Holdings N.V. Announces Secondary Share Offering and Share Repurchase

DUBLIN – March 7, 2023 - AerCap Holdings N.V. ("AerCap" or the "Company") (NYSE: AER) today announced that GE Capital US Holdings, Inc. (the "Selling Shareholder"), a wholly owned subsidiary of General Electric Company, is offering 18,000,000 ordinary shares of AerCap through an underwritten public offering (the "Secondary Offering"). In addition, the Selling Shareholder expects to grant to the underwriters a 30-day option to purchase up to 2,700,000 additional ordinary shares from the Selling Shareholder. AerCap will not receive any proceeds from the sale of the ordinary shares.

In addition, AerCap today announced that it has entered into an agreement with the Selling Shareholder (the "Repurchase Agreement") to repurchase \$500 million of ordinary shares of AerCap at a price per ordinary share equal to the price per ordinary share to be paid by the underwriters to the Selling Shareholder in the Secondary Offering (the "Share Repurchase"). The Company intends to fund the Share Repurchase, which will be consummated pursuant to AerCap's previously announced share repurchase program, with cash on hand. The Company expects the closing of the Share Repurchase to occur substantially simultaneously with the closing of the Secondary Offering. The closing of the Share Repurchase is conditioned on the closing of the Secondary Offering. The closing of the Secondary Offering is not conditioned on the closing of the Share Repurchase.

Goldman Sachs & Co. LLC, Citigroup and Morgan Stanley are acting as joint bookrunning managers for the Secondary Offering.

The Company filed a registration statement (including a prospectus) on Form F-3 with the U.S. Securities and Exchange Commission (the "SEC") for the Secondary Offering to which this communication relates. The registration statement automatically became effective upon filing on March 7, 2023. A preliminary prospectus supplement relating to the Secondary Offering has also been filed with the SEC. Investors should read the preliminary prospectus supplement and accompanying prospectus, dated March 7, 2023, and documents the Company has filed with the SEC for more complete information about the Company and the Secondary Offering.

These documents may be obtained for free by visiting EDGAR on the SEC website at www.sec.gov. The prospectus supplement and accompanying prospectus relating to the Secondary Offering may also be obtained from: Goldman Sachs & Co. LLC, Attn: Prospectus Department, 200 West Street, New York, New York 10282, telephone: 1-866-471-2526, facsimile: 212-902-9316, or by emailing prospectus-ny@ny.email.gs.com; Citigroup, c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717 (Tel: 800-831-9146); or Morgan Stanley & Co. LLC, 180 Varick Street, 2nd Floor, New York, NY 10014, Attention: Prospectus Department.

This press release shall not constitute an offer to sell or the solicitation of an offer to buy the Company's ordinary shares or any other securities, nor shall there be any offer, solicitation or sale of these securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

About AerCap

AerCap is the global leader in aviation leasing with one of the most attractive order books in the industry. AerCap serves approximately 300 customers around the world with comprehensive fleet solutions. AerCap is listed on the New York Stock Exchange (AER) and is based in Dublin with offices in Shannon, Miami, Singapore, Memphis, Amsterdam, Shanghai, Dubai, Seattle, Toulouse and other locations around the world.

AerCap Holdings N.V.
65 St. Stephen's Green, Dublin D02 YX20, Ireland
www.aercap.com

Forward-Looking Statements

This press release contains certain statements, estimates and forecasts with respect to future performance and events. These statements, estimates and forecasts are “forward-looking statements”. In some cases, forward-looking statements can be identified by the use of forward-looking terminology such as “may,” “might,” “should,” “expect,” “plan,” “intend,” “will,” “aim,” “estimate,” “anticipate,” “believe,” “predict,” “potential” or “continue” or the negatives thereof or variations thereon or similar terminology. All statements other than statements of historical fact included in this press release are forward-looking statements and are based on various underlying assumptions and expectations and are subject to known and unknown risks, uncertainties and assumptions, and may include projections of our future financial performance based on our growth strategies and anticipated trends in our business. These statements are only predictions based on our current expectations and projections about future events. There are important factors that could cause our actual results, level of activity, performance or achievements to differ materially from the results, level of activity, performance or achievements expressed or implied in the forward-looking statements, including, among other things, the availability of capital to us and to our customers and changes in interest rates; the ability of our lessees and potential lessees to make lease payments to us; our ability to successfully negotiate flight equipment (which includes aircraft, engines and helicopters) purchases, sales and leases, to collect outstanding amounts due and to repossess flight equipment under defaulted leases, and to control costs and expenses; changes in the overall demand for commercial aviation leasing and aviation asset management services; the continued impacts of the Ukraine Conflict, including the resulting sanctions by the United States, the European Union, the United Kingdom and other countries, on our business and results of operations, financial condition and cash flows; the rate of recovery in air travel related to the Covid-19 pandemic, the aviation industry and global economic conditions; the potential impacts of the pandemic and responsive government actions on our business and results of operations, financial condition and cash flows; the effects of terrorist attacks on the aviation industry and on our operations; the economic condition of the global airline and cargo industry and economic and political conditions; development of increased government regulation, including travel restrictions, sanctions, regulation of trade and the imposition of import and export controls, tariffs and other trade barriers; a downgrade in any of our credit ratings; competitive pressures within the industry; regulatory changes affecting commercial flight equipment operators, flight equipment maintenance, engine standards, accounting standards and taxes.

As a result, we cannot assure you that the forward-looking statements included in this press release will prove to be accurate or correct. These and other important factors and risks are discussed in AerCap’s annual report on Form 20-F and other filings with the SEC. In light of these risks, uncertainties and assumptions, the future performance or events described in the forward-looking statements in this press release might not occur. Accordingly, you should not rely upon forward-looking statements as a prediction of actual results and we do not assume any responsibility for the accuracy or completeness of any of these forward-looking statements. Except as required by applicable law, we do not undertake any obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise.

AerCap Holdings N.V.
65 St. Stephen’s Green, Dublin D02 YX20, Ireland
www.aercap.com

REPURCHASE AGREEMENT

This REPURCHASE AGREEMENT (this “Agreement”) is entered into as of March 7, 2023 by and among AerCap Holdings N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands (the “Company”), and GE Capital US Holdings, Inc., a Delaware corporation (the “Seller”).

Background

A. The Seller intends to conduct an underwritten public offering (the “Public Offering”) of ordinary shares (the “Underwritten Shares”), par value €0.01 per share, of the Company (“Ordinary Shares”) pursuant to an underwriting agreement to be entered into among the Company, the Seller and the underwriters party thereto (the “Underwriting Agreement”).

B. In connection with the Public Offering, the Seller desires to sell and transfer to the Company, and the Company desires to purchase from the Seller, at the price and upon the terms and conditions set forth in this Agreement, \$500 million of Ordinary Shares, rounded down to the nearest whole share, at the purchase price per Ordinary Share set forth in Section 1(a) below (such shares, the “Purchased Shares”, and such repurchase, the “Share Repurchase”).

THEREFORE, in consideration of the mutual covenants, representations, warranties and other agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

Agreement

1. Repurchase.

(a) The Seller hereby agrees, upon and subject to the satisfaction or waiver of the conditions set forth in Section 1(c) below, to transfer, assign, sell, convey and deliver to the Company all of its right, title and interest in and to the Purchased Shares, free and clear of all liens, encumbrances or other claims, and the Company hereby agrees, upon and subject to the satisfaction or waiver of the conditions set forth in Section 1(b) below, to purchase and acquire from the Seller the Purchased Shares, in each case for a price per Ordinary Share (the “Per Share Purchase Price”) equal to the lesser of (i) the public offering price per Underwritten Share, less underwriting discounts and commissions per Ordinary Share, as set forth on the cover page to the final prospectus supplement filed by the Company pursuant to Rule 424(b) under the Securities Act of 1933, as amended, in connection with the Public Offering and (ii) 110% of the lesser of (x) the closing price per Ordinary Share as reported on the New York Stock Exchange on the date of this Agreement and (y) the closing price per Ordinary Share as reported on the New York Stock Exchange on the trading date immediately prior to the date of this Agreement.

(b) The obligation of the Company to purchase the Purchased Shares from the Seller for the Purchase Price (as defined below) shall be subject to (i) the consummation of the Public Offering in accordance with the terms and conditions of the Underwriting Agreement and (ii) the representations and warranties of the Seller set forth herein being true and correct in all material respects as of the Closing. The foregoing conditions may be waived by the Company in its sole discretion; *provided* that the waiver of the condition set forth in clause (i) of this Section 1(b) shall only be effective if the condition set forth in Section 1(c)(i) below is also waived by the Seller.

(c) The obligation of the Seller to sell the Purchased Shares to the Company for the Purchase Price shall be subject to (i) the consummation of the Public Offering in accordance with the terms and conditions of the Underwriting Agreement and (ii) the representations and warranties of the Company set forth herein being true and correct in all material respects as of the Closing. The foregoing conditions may be waived by the Seller in its sole discretion; *provided* that the waiver of the condition set forth in clause (i) of this Section 1(c) shall only be effective if the condition set forth in Section 1(b)(i) above is also waived by the Company.

(d) At the closing of the Share Repurchase (the "Closing"), the Seller shall deliver, or cause to be delivered, the following documents and deliverables to the Company (each in form and substance reasonably acceptable to the Company and its legal counsel):

(i) a receipt duly executed by an authorized executive officer of the Seller evidencing receipt by the Seller of payment, and delivery by the Company, of the Purchase Price.

(e) At the Closing, the Company shall deliver to the Seller:

(i) a receipt duly executed by an authorized executive officer of the Company evidencing receipt by the Company of the Purchased Shares by book-entry transfer; and

(ii) by wire transfer of immediately available funds to an account or accounts specified at least two business days prior to the Closing Date by the Seller in writing: an amount equal to the product of (A) the Per Share Purchase Price and (B) the number of Purchased Shares (such product, the "Purchase Price").

2. Company Representations. In connection with the transactions contemplated hereby, the Company represents and warrants as of the date hereof to the Seller that:

(a) The Company has been duly incorporated and is validly existing as a public limited liability company under the laws of the Netherlands. Subject to the limit on Ordinary Share repurchases by the Company imposed by the resolutions of the Company's shareholders passed at the Company's 2022 Annual General Meeting, the Company has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby.

(b) All consents, approvals, authorizations and orders necessary for the execution and delivery by the Company of this Agreement and for the purchase of the Purchased Shares hereunder have been obtained, except for such consents, approvals, authorizations and orders as would not, individually or in the aggregate, have a material adverse effect on the ability of the Company to consummate the transactions contemplated by this Agreement (a “Company Material Adverse Effect”).

(c) This Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and binding agreement of the Company enforceable in accordance with its terms, except to the extent that enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and other similar laws affecting creditors’ rights generally from time to time in effect and to general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether considered in a proceeding in equity or at law.

(d) The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby will not contravene (i) the Company’s Articles of Association, dated November 1, 2021, (ii) any agreement or other instrument binding upon the Company or any of its subsidiaries or (iii) any provision of applicable law or any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any of its subsidiaries, including Section 2:98 of the Dutch Civil Code (*Burgerlijk Wetboek*), except, in the cases of clauses (ii) and (iii) above, for any such contravention that would not, individually or in the aggregate, have a Company Material Adverse Effect.

(e) Assuming the accuracy of the Seller’s representation in Section 3(f) below, the Company is not required to withhold Dutch dividend withholding tax on the Share Repurchase.

3. Representations of the Seller. In connection with the transactions contemplated hereby, the Seller represents and warrants as of the date hereof to the Company that:

(a) The Seller has been duly incorporated and is validly existing under the laws of the State of Delaware, with corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby.

(b) All consents, approvals, authorizations and orders necessary for the execution and delivery by the Seller of this Agreement and for the sale and delivery of the Purchased Shares hereunder have been obtained, except for such consents, approvals, authorizations and orders as would not, individually or in the aggregate, have a material adverse effect on the ability of the Seller to consummate the transactions contemplated by this Agreement (a “Seller Material Adverse Effect”).

(c) This Agreement has been duly executed and delivered by the Seller and constitutes a valid and binding agreement of the Seller, enforceable in accordance with its terms, except to the extent that enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and other similar laws affecting creditors' rights generally from time to time in effect and to general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether considered in a proceeding in equity or at law.

(d) The sale of the Purchased Shares by the Seller hereunder, the compliance by the Seller with the provisions of this Agreement and the consummation of the transactions contemplated herein will not contravene (i) the certificate of incorporation or bylaws of the Seller, (ii) any agreement or other instrument binding upon the Seller or any of its subsidiaries or (iii) any provision of applicable law or any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Seller or any of its subsidiaries, except, in the cases of clauses (ii) and (iii) above, for such contravention that would not, individually or in the aggregate, have a Seller Material Adverse Effect.

(e) As of the date hereof and until immediately prior to the delivery of the Purchased Shares to the Company at the Closing, the Seller holds and will hold good and valid title to the Purchased Shares free and clear of all liens, encumbrances or other claims.

(f) As of the date hereof, the Seller is not tax resident in the Netherlands and is not subject to Dutch corporate income tax.

(g) The Seller has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the Share Repurchase. The Seller has had full access to such information concerning the Company and the Share Repurchase as it has requested. The Seller has received all information that it believes is necessary or appropriate in connection with the Share Repurchase. The Seller is an informed and sophisticated party and has engaged, to the extent the Seller deems appropriate, expert advisors experienced in the evaluation of transactions of the type contemplated hereby. The Seller acknowledges that the Seller has not relied upon any express or implied representations or warranties of any nature made by or on behalf of the Company, whether or not any such representations, warranties or statements were made in writing or orally, except as expressly set forth for the benefit of the Seller in this Agreement.

4. Termination. This Agreement may be terminated by mutual written consent of the Company and the Seller. Either of the Seller or the Company may terminate this Agreement upon notice to the other parties hereto if the Underwriting Agreement has not been executed and made effective within three business days after the date hereof. The Company may terminate this Agreement in the event that the condition set forth in Section 1(b)(ii) has not been satisfied or waived as described in Section 1(b) at or prior to the consummation of the Public Offering. The Seller may terminate this Agreement in the event that the condition set forth in Section 1(c)(ii) has not been satisfied or waived as described in Section 1(c) at or prior to consummation of the Public Offering.

5. Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when delivered personally, mailed by certified or registered mail, return receipt requested and postage prepaid, or sent via a nationally recognized overnight courier, or sent via facsimile to the recipient. Such notices, demands and other communications will be sent to the address indicated below:

To the Seller:

GE Capital US Holdings, Inc.
c/o General Electric Company
901 Main Avenue
Norwalk, Connecticut 06851
Attention: Fred Robustelli
Email: Fred.Robustelli@ge.com

With a copy to:

Paul, Weiss, Rifkind, Wharton &
Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
United States of America
Attention: John C. Kennedy
Christodoulos Kaoutzanis
Email: jkennedy@paulweiss.com
ckaoutzanis@paulweiss.com

To the Company:

AerCap Holdings N.V.
AerCap House
65 St. Stephen's Green
Dublin D02 YX20 Ireland
Attention: Legal Department

with a copy to (which shall not constitute notice):

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019-7475
Attention: Craig F. Arcella
Douglas Dolan
Email: carcella@cravath.com
ddolan@cravath.com

or such other address or to the attention of such other person as the recipient party shall have specified by prior written notice to the sending party.

6. Miscellaneous.

(a) *Survival of Representations and Warranties.* All representations and warranties contained herein or made in writing by any party in connection herewith shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(b) *Severability.* Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

(c) *Complete Agreement.* This Agreement and any other agreements ancillary thereto and executed and delivered on the date hereof embody the complete agreement and understanding between the parties and supersede and preempt any prior understandings, agreements, or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

(d) *Counterparts.* This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

(e) *Assignment; Successors and Assigns.* Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by any of the parties without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement shall bind and inure to the benefit of and be enforceable by the Seller and the Company and their respective successors and permitted assigns. Any purported assignment not permitted under this paragraph shall be null and void.

(f) *No Third Party Beneficiaries or Other Rights.* This Agreement is for the sole benefit of the parties and their successors and permitted assigns and nothing herein express or implied shall give or shall be construed to confer any legal or equitable rights or remedies to any person other than the parties to this Agreement and their successors and permitted assigns.

(g) *Governing Law; Jurisdiction.* This Agreement and any claim, controversy or dispute arising out of or related to this Agreement (whether in contract, tort or otherwise) will be governed by and construed in accordance with the laws of the State of New York. EACH OF THE PARTIES TO THIS AGREEMENT IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. Each of the Company and the Seller agrees that any suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in any state or U.S. federal court in The City of New York and County of New York, and waives any objection which it may now or hereafter have to the laying of venue of any such proceeding, and irrevocably submits to the non-exclusive jurisdiction of such courts in any suit, action or proceeding. The Company hereby appoints CT Corporation System, with offices at 28 Liberty Street, New York, NY, 10005 as its authorized agent (the "Company Authorized Agent") upon whom process may be served in any suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated herein that may be instituted in any State or U.S. federal court in The City of New York and County of New York, by the Seller and its affiliates and its respective directors, officers and partners, or by any person who controls the Seller, and expressly accepts the non-exclusive jurisdiction of any such court in respect of any such suit, action or proceeding. The Company hereby represents and warrants that the Company Authorized Agent has accepted such appointment and has agreed to act as said agent for service of process, and the Company agrees to take any and all action, including the filing of any and all documents, that may be necessary to continue such appointment in full force and effect as aforesaid. Service of process upon the Company Authorized Agent shall be deemed, in every respect, effective service of process upon the Company.

(h) *Mutuality of Drafting.* The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of the Agreement.

(i) *Remedies.* The parties hereto agree and acknowledge that money damages will not be an adequate remedy for any breach of the provisions of this Agreement, that any breach of the provisions of this Agreement shall cause the other parties irreparable harm, and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or deposit) for specific performance or other injunctive relief in order to enforce, or prevent any violations of, the provisions of this Agreement.

(j) *Amendment and Waiver.* Except as otherwise provided for in this Agreement, the provisions of this Agreement may be amended, modified or waived only with the prior written consent of the Company and the Seller. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement, nor shall any waiver constitute a continuing waiver. Moreover, no failure by any party to insist upon strict performance of any of the provisions of this Agreement or to exercise any right or remedy arising out of a breach thereof shall constitute a waiver of any other provisions or any other breaches of this Agreement.

(k) *Further Assurances.* Each of the Company and the Seller shall execute and deliver such additional documents and instruments and shall take such further action as may be necessary or appropriate to effectuate fully the provisions of this Agreement.

(l) *Headings.* The headings used herein are for convenience only and shall not affect the construction hereof.

[Signatures appear on the following pages]

WITNESS WHEREOF, the parties hereto have executed this Repurchase Agreement on the date first written above.

AERCAP HOLDINGS N.V.

By: /s/ Peter Juhas
Name: Peter Juhas
Title: Chief Financial Officer

GE CAPITAL US HOLDINGS, INC.

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