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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 26)

AERCAP HOLDINGS N.V.
(Name of Issuer)

Ordinary Shares, EUR 0.01 Nominal Value
(Title of Class of Securities)

N00985106
(CUSIP Number)

Peter Howley
Waha AC Coöperatief U.A.
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Chakib Aabouche
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Level 43, Tower 3,
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Peter Howley
Avia Holding Limited
c/o Maples Corporate Services Limited
PO Box 309, Ugland House
Grand Cayman, KY1-1104
Cayman Islands
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications on behalf of filing persons)

December 2, 2019
(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. ☐

1.	Names of reporting persons Waha AC Coöperatief U.A.		
2.	Check the appropriate box if a member of a group (a) ☐ (b) ☐		
3.	SEC use only		
4.	Source of funds AF, WC		
5.	Check if disclosure of legal proceedings is required pursuant to Item 2(d) or 2(e) ☐		
6.	Citizenship or place of organization The Netherlands		
Number of shares beneficially owned by each reporting person with:	7.	Sole voting power 0	
	8.	Shared voting power 0	
	9.	Sole dispositive power 0	
	10.	Shared dispositive power 0	
11.	Aggregate amount beneficially owned by each reporting person 0		
12.	Check if the aggregate amount in Row (11) excludes certain shares ☐		
13.	Percent of class represented by amount in Row (11) 0%		
14.	Type of reporting person OO		

* Based on 134,071,376 ordinary shares outstanding as of November 27, 2019 as noted in the FormF-3 filed December 2, 2019.

1.	Names of reporting persons Waha Capital PJSC		
2.	Check the appropriate box if a member of a group (a) ☐ (b) ☐		
3.	SEC use only		
4.	Source of funds AF		
5.	Check if disclosure of legal proceedings is required pursuant to Item 2(d) or 2(e) ☐		
6.	Citizenship or place of organization Abu Dhabi, United Arab Emirates		
Number of shares beneficially owned by each reporting person with:	7.	Sole voting power 0	
	8.	Shared voting power 0	
	9.	Sole dispositive power 0	
	10.	Shared dispositive power 0	
11.	Aggregate amount beneficially owned by each reporting person 0		
12.	Check if the aggregate amount in Row (11) excludes certain shares ☐		
13.	Percent of class represented by amount in Row (11) 0%*		
14.	Type of reporting person CO		

* Based on 134,071,376 ordinary shares outstanding as of November 27, 2019 as noted in the FormF-3 filed December 2, 2019.

1.	Names of reporting persons Avia Holding Limited		
2.	Check the appropriate box if a member of a group (a) ☐ (b) ☐		
3.	SEC use only		
4.	Source of funds AF		
5.	Check if disclosure of legal proceedings is required pursuant to Item 2(d) or 2(e) ☐		
6.	Citizenship or place of organization Cayman Islands		
Number of shares beneficially owned by each reporting person with:	7.	Sole voting power 0	
	8.	Shared voting power 0	
	9.	Sole dispositive power 0	
	10.	Shared dispositive power 0	
11.	Aggregate amount beneficially owned by each reporting person 0		
12.	Check if the aggregate amount in Row (11) excludes certain shares ☐		
13.	Percent of class represented by amount in Row (11) 0%*		
14.	Type of reporting person CO		

* Based on 134,071,376 ordinary shares outstanding as of November 27, 2019 as noted in the FormF-3 filed December 2, 2019.

INTRODUCTORY STATEMENT

This Amendment No. 26 ("Amendment No. 26") amends and supplements the statement on Schedule 13D filed by Waha AC Coöperatief U.A. (the "Stockholder") and Waha Capital PJSC on November 22, 2010 (the "Original Schedule 13D"), as amended by Amendment No. 1 thereto, filed on December 16, 2013 ("Amendment No. 1"), Amendment No. 2 thereto, filed on June 16, 2014 ("Amendment No. 2"), Amendment No. 3 thereto, filed on September 4, 2014 ("Amendment No. 3"), Amendment No. 4 thereto, filed on December 3, 2014 ("Amendment No. 4"), Amendment No. 5 thereto, filed on April 8, 2015 ("Amendment No. 5"), Amendment No. 6 thereto, filed on December 16, 2015 ("Amendment No. 6"), Amendment No. 7 thereto, filed on January 13, 2016 ("Amendment No. 7"), Amendment No. 8 thereto, filed on January 20, 2016 ("Amendment No. 8"), Amendment No. 9 thereto, filed on August 23, 2016 ("Amendment No. 9"), Amendment No. 10 thereto, filed on November 25, 2016 ("Amendment No. 10"), Amendment No. 11 thereto filed on February 7, 2018 ("Amendment No. 11"), Amendment No. 12 thereto filed on February 22, 2018 ("Amendment No. 12"), Amendment No. 13 thereto filed on March 19, 2018 ("Amendment No. 13"), Amendment No. 14 thereto filed on September 24, 2018 ("Amendment No. 14"), Amendment No. 15 thereto filed on October 3, 2018 ("Amendment No. 15"). Amendment No. 16 thereto filed on October 10, 2018 ("Amendment No. 16"), Amendment No. 17 thereto filed on December 17, 2018 ("Amendment No. 17"), Amendment No. 18 thereto filed on December 27, 2018 ("Amendment No. 18"), Amendment No. 19 thereto filed on March 7, 2019 ("Amendment No. 19"), Amendment No. 20 thereto filed on March 21, 2019 ("Amendment No. 20"), Amendment No. 21 thereto filed on June 3, 2019 ("Amendment No. 21"), Amendment No. 22 thereto filed on June 17, 2019 ("Amendment No. 22"), Amendment No. 23 thereto filed on August 15, 2019 ("Amendment No. 23"), Amendment No. 24 thereto filed on September 10, 2019 ("Amendment No. 24") and Amendment No. 25 thereto filed on September 16 ("Amendment No. 25" and the Original Schedule 13D, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, Amendment No. 8, Amendment No. 9, Amendment No. 10, Amendment No. 11, Amendment No. 12, Amendment No. 13, Amendment No. 14, Amendment No. 15, Amendment No. 16, Amendment No. 17, Amendment No. 18, Amendment No. 19, Amendment No. 20, Amendment No. 21, Amendment No. 22, Amendment No. 23, Amendment No. 24, Amendment No. 25 and this Amendment No. 26 is collectively referred to herein as the "Schedule 13D") relating to the ordinary shares, nominal value EUR0.01 per share (the "Ordinary Shares") of AerCap Holdings N.V., a Netherlands public limited liability company (the "Issuer"). This Amendment No. 26 amends the Schedule 13D as specifically set forth herein.

ITEM 4. PURPOSE OF TRANSACTION

Item 4 of the Schedule 13D is hereby amended and supplemented by the incorporation by reference of the information provided below in the response to Item 5.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

Item 5 of the Schedule 13D is hereby further amended and supplemented by adding to the final paragraph thereof the following information:

As previously described in Amendment No. 3 and Amendment No. 10, Waha entered into funded collar confirmations (as subsequently amended, the "September 2014 Funded Collar Confirmations" and the transactions thereunder, the "September 2014 Funded Collar Transactions") with each of Deutsche Bank AG, London Branch ("DB"), Nomura International plc ("Nomura") and Citibank N.A., London Branch ("Citi", and together with DB, and Nomura, the "September 2014 Funded Collar Counterparties") that relate in the aggregate to 14,923,306 Ordinary Shares (the "September 2014 Collared Shares").

As previously described in Amendment No. 23, on August 15, 2019 (the "Novation Date"), Waha transferred by novation to its affiliate, Avia Holding Limited ("Avia") each of the September 2014 Funded Collar Transactions pursuant to Novation and Security Release Deeds entered into by Waha and Avia with each September 2014 Funded Collar Counterparty (the "Novation and Security Release Deeds"). On the Novation Date, Avia entered into a new funded collar confirmation with each September 2014 Funded Collar Counterparty in form substantially identical to the September 2014 Funded Collar Confirmations (the "Avia Funded Collar Confirmations" and together with the Novation and Security Release Deeds, the "Novation Documents") and thus became a party to each September 2014 Funded Collar Transaction.

On December 2, 2019, Avia and each of the September 2014 Funded Collar Counterparties entered into an agreement to unwind and terminate (the "Unwind") the September 2014 Funded Collar Confirmations (each, an "Unwind Agreement", and collectively, "Unwind Agreements"). Under the terms of each Unwind Agreement, (i) Avia paid the relevant September 2014 Funded Collar Counterparty the Termination Amount (as such term is defined in the Unwind Agreements), (ii) each of the September 2014 Funded Collar Counterparties retained 1,000,573 Ordinary Shares pledged under the September 2014 Funded Collar Confirmations, and (iii) each of the September 2014 Funded Collar Counterparties returned to Avia, a number of Ordinary Shares pledged under the September 2014 Funded Collar Confirmations (the "Returned Shares"). Following such transactions, the September 2014 Funded Collar Counterparties have no further obligation to return any pledged Ordinary Shares to Avia. The foregoing description of the Unwind Agreements does not purport to be complete and is qualified in its entirety by the form of Unwind Agreement, a copy of which is filed as Exhibit 99.42 of this Schedule 13D.

Concurrently with the Unwind, Avia sold 3,798,829 Returned Shares and Waha sold 201,171 Ordinary Shares in an underwritten block trade at a purchase price per share of USD 59.66 (the "Block Trade") pursuant to an Underwriting Agreement dated as of December 2, 2019, among the Issuer, Avia, Waha and Citigroup Global Markets Inc. (the "Underwriting Agreement"). The foregoing description of the Underwriting Agreement does not purport to be complete and is qualified in its entirety by the full form of the Underwriting Agreement, a copy of which is filed as Exhibit 99.43 of this Schedule 13D.

Contemporaneous with the Block Trade, Avia sold 2,427,790 Returned Shares to the Issuer at a purchase price per share of USD 59.66 pursuant to a Repurchase Agreement dated as of December 2, 2019, among the Issuer, Avia and Waha (the "Repurchase Agreement"). The foregoing description of the Repurchase Agreement does not purport to be complete and is qualified in its entirety by the full form of the Repurchase Agreement, a copy of which is filed as Exhibit 99.44 of this Schedule 13D.

In addition, from the date of the most recent amendment to this Schedule 13D through November 27, 2019, the Reporting Persons disposed of 785,607 Ordinary Shares pursuant to the settlement of the Avia Funded Collar Confirmations. Details by date, listing the number of Ordinary Shares returned to the September 2014 Funded Collar Counterparties are provided below.

Dates	Ordinary Shares Returned to September 2014 Funded Collar Counterparties
November 18, 2019	99,627
November 19, 2019	99,940
November 20, 2019	99,223
November 21, 2019	98,627
November 22, 2019	98,300
November 25, 2019	97,287
November 26, 2019	96,253
November 27, 2019	96,350

The prior Amendment No. 25 inadvertently understated the Reporting Persons' beneficial ownership by 18,685 Ordinary Shares. Following the above described transactions, neither Avia nor Waha is the beneficial owner of any Ordinary Shares. Waha Capital, as the sole shareholder of each of Waha and Avia, may have been deemed to beneficially own the Ordinary Shares beneficially owned by Waha and Avia. The number of Ordinary Shares beneficially held by the Reporting Persons represents 0% of the aggregate of 134,071,376 Ordinary Shares that the Reporting Persons understand to be issued and outstanding based on the number of Ordinary Shares that the Issuer reported were issued and outstanding as of November 27, 2019 as noted in the Form F-3 filed December 2, 2019.

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

Item 6 of the Schedule 13D is hereby amended and supplemented by the incorporation by reference of the information provided above in the response to Item 5.

ITEM 7. INFORMATION TO BE FILED AS EXHIBITS

Exhibit Number	Description
99.42	Form of Unwind Agreement, dated as of December 2, 2019, between Avia and each of Deutsche Bank AG, London, Nomura International plc and Citigroup Global Markets, Inc.
99.43	Underwriting Agreement, dated as of December 2, 2019, among Avia, Waha and Citigroup Global Markets, Inc.
99.44	Repurchase Agreement, dated as of December 2, 2019, among Avia, Waha, and the Issuer.

SIGNATURES

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: December 5, 2019

WAHA AC COÖPERATIEF U.A.

By: /s/ Peter Howley
Name: Peter Howley
Title: Authorized Signatory

WAHA CAPITAL PJSC

By: /s/ Chakib Aabouche
Name: Chakib Aabouche
Title: Authorized Signatory

AVIA HOLDING LIMITED

By: /s/ Peter Howley
Name: Peter Howley
Title: Authorized Signatory

THIS UNWIND DEED is made on December 2, 2019 among:

BETWEEN:

1) [***Dealer***] at [*Address*] ("**Dealer**"); and

2) **Avia Holding Limited** at c/o Maples Corporate Services Limited, PO Box 309, Ugland House,Grand Cayman, KY1-1104**,** Cayman Islands ("**Counterparty**").

Reference is made to the Confirmation (the "**Confirmation**") dated as of September 2, 2014 between Dealer and Avia Holding Limited ("**Counterparty**") evidencing a funded collar transaction (the "**Transaction**") relating to ordinary shares ("**Shares**"), par value Euro 0.01 per share, of AerCap Holdings N.V. (the "**Issuer**"), as amended from time to time prior to the date hereof. The purpose of this Unwind Deed (this "**Unwind Deed**") is to memorialize the understanding and agreement of Dealer, Counterparty and Waha AC Coöperatief U.A. with regard to the unwind of the Transaction, including the conditions thereto, in connection with (x) the anticipated registered block sale of Shares by Counterparty to be effected immediately after market close on the date hereof (the "**Block Sale**"), pursuant to the underwriting agreement to be dated as of the date hereof by and among the Issuer, Counterparty, and the other parties thereto (the "**Underwriting Agreement**") and (y) the concurrent repurchase of Shares by the Issuer (the "**Repurchase**") pursuant to the Purchase Agreement to be dated as of the date hereof by and among the Issuer, Counterparty, and the other parties thereto. In connection with the closing of the Block Sale, the parties hereto will enter into an agreement (the "**Settlement Agreement**") on the date hereof, together with the other parties thereto, specifying closing steps and obligations of the parties thereto.

As used herein, the terms "**Closing Date**" and "**Purchase Price**" have the meanings assigned to such terms in the Underwriting Agreement, and, unless otherwise specified, capitalized terms used but not defined herein shall have the meanings specified in the relevant Confirmation.

All provisions contained in each Agreement (as modified by, and as defined in, the relevant Confirmation) shall continue to govern the Transaction, except as expressly modified or amended below. In case of any inconsistency between the provisions of this Unwind Deed, on the one hand, and the Confirmation and Agreement, on the other hand, this Unwind Deed shall prevail.

Dealer and Counterparty acknowledge and agree that the unwind provisions set forth herein constitute final termination and settlement of the Transaction under the Agreement and the Confirmation.

A. Termination of Transaction.

(i) On the Closing Date and subject to Paragraph B below, the Transaction shall terminate upon Dealer's receipt of the Termination Amount (as defined below), and Dealer's delivery of the Returned Shares to the Block Settlement Account (as specified in Paragraph A(iii) below). Each of Dealer and Counterparty hereby agrees that, upon receipt of the Termination Amount and delivery of the Returned Shares to the Block Settlement Account: (a) the Transaction and all of the respective rights and obligations of Dealer, Counterparty and the Collateral Custodian thereunder are cancelled and terminated as of the Closing Date; (b) Dealer releases and discharges Counterparty from and agrees not to make any claim against Counterparty with respect to any obligations of Counterparty arising out of, and to be performed in connection with, the Transaction after the Closing Date and; (c) Counterparty releases and discharges Dealer and Collateral Custodian from and agrees not to make any claim against Dealer or Collateral Custodian with respect to any obligations of Dealer of Collateral Custodian as the case may be, arising out of, and to be performed in connection with, the Transaction after the Closing Date. Each of the parties hereby represents and acknowledges to the other that, upon receipt of the Termination Amount by Dealer and delivery of the Returned Shares by Dealer, no further amounts are owed by Dealer or Counterparty or Collateral Custodian to any other party with respect to the Transaction.

(ii) In consideration for the termination of the Transaction, and as a condition to the delivery of the Returned Shares, Counterparty shall, pursuant to the Settlement Agreement, cause to be paid to Dealer on the Closing Date a termination payment in US dollars (the "**Termination Amount**") in immediately available funds equal to USD [_____], which is (a) the Funded Collar Termination Amount *minus* (b) the Value of the Retained Shares, where:

"**Funded Collar Termination Amount**" means USD[_____];

"**Value of the Retained Shares**" is equal to the product of the Purchase Price and the number of Retained Shares; and

"**Retained Shares**" means [_____] Shares, which is the number of Shares that constitute Dealer's theoretical short delta hedge position with respect to the Transaction as of the date hereof, as determined by Dealer.

The parties agree and acknowledge that, pursuant to the Settlement Agreement, (x) Counterparty will irrevocably direct the Underwriter or Underwriters (as defined in the Underwriting Agreement), as the case may be, to pay the Termination Amount on the Closing Date directly to the account specified by Dealer out of the proceeds of the Block Sale, and (y) the Underwriter or Underwriters, as the case may be, will agree to pay the Termination Amount to Dealer on a delivery versus payment basis with respect to the Returned Shares.

(iii) Upon receipt of the Termination Amount, Dealer shall promptly deliver (or cause to be delivered) the Returned Shares, on a delivery versus payment basis, to the account(s) specified by Counterparty to Dealer, which account(s) shall be an account of the Underwriter or Underwriters (as defined in the Underwriting Agreement) (the "**Block Settlement Account**") and/or an account of the Issuer's transfer agent (the "**Repurchase Settlement Account**"). Notwithstanding anything to the contrary in the Confirmation, the Custody Agreements or the Security Deed to the contrary, Dealer and/or the Collateral Custodian are hereby expressly instructed by Counterparty hereunder and pursuant to the Settlement Agreement to deliver the Returned Shares directly to the Block Settlement Account and/or Repurchase Settlement Account upon Dealer's receipt of the Termination Amount, on a delivery versus payment basis. The parties agree and acknowledge that, upon such delivery of the Returned Shares, Dealer's obligation to return Rehypothecated Collateral to Counterparty pursuant to the Confirmation shall be satisfied in full, and, without limiting the foregoing, the Retained Shares shall be deemed to have been returned by virtue of subtracting the Value of the Retained Shares from the Funded Collar Termination Amount.

As used herein, "**Returned Shares**" means [_____] Shares, which is (a) the aggregate Number of Shares for all Components of the Transaction that have not expired on or prior to the date hereof *minus* the Retained Shares, as determined by Dealer and notified to Counterparty prior to the Closing Date.

B. Condition to Termination.

The termination of this Transaction shall be conditioned on the occurrence of the closing of the Block Sale on the Closing Date. The parties agree and acknowledge that, pending the occurrence of the Closing Date and termination of the Transaction, the expiration of all Components with Scheduled Valuation Dates occurring after the date hereof shall be suspended and such dates shall be deemed to be Disrupted Days. In the event the Closing Date does not occur under the Underwriting Agreement, then, in addition to the adjustments set forth in "Valuation Date" under the Confirmation, the Calculation Agent shall make further adjustments to the terms of the Transaction as necessary to preserve as nearly as practicable the fair value of such Transaction to Dealer.

C. Release of Liens over Returned Shares.

Upon receipt of the Termination Amount, Dealer irrevocably and unconditionally:

(i) releases and discharges the Counterparty from all present or future, actual or contingent liabilities, obligations, and security created, evidenced or conferred by, and all claims, actions, suit, accounts and demands arising under the Security Deed;

(ii) reassigns and retransfers to the Counterparty all rights, interest and title to the Security Assets (as such term is defined in the Security Deed); and

(iii) authorises the Counterparty to give notice on behalf of the Dealer of the releases under this Unwind Deed to any person on whom notice of any security interest created by the Security Deed was served.

The Dealer will, at the request and cost of the Counterparty, do all such things and enter into and execute all such deeds, documents, memoranda, agreements or instruments as may be reasonably necessary to give effect to the provisions of this paragraph C.

D. Representations and Warranties. The representations and warranties of Counterparty set forth in the Agreement and the Confirmation are hereby incorporated by reference herein, *mutatis mutandis*, and are deemed to be made continuously as of and for the period beginning on the Applicable Time (as defined in the Underwriting Agreement) to and including the Closing Date (the "**Representation Period**"). For the avoidance of doubt, Counterparty represents and warrants to Dealer continuously during the Representation Period that Counterparty is not in possession of any material nonpublic information concerning the Shares or the business, operations or prospects of the Issuer.

E. Rights of Third Parties. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Unwind Deed and no rights or benefits expressly or impliedly conferred by this Unwind Deed are enforceable under that Act against the parties to this Unwind Deed by any other person.

E. Counterparts. This Unwind Deed may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed Unwind Deed by one party to the other may be made by facsimile or email transmission in a pdf form.

F. GOVERNING LAW. THIS UNWIND DEED AND ALL MATTERS AND ALLNON-CONTRACTUAL OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH THIS UNWIND DEED SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF ENGLAND AND WALES.

G. Jurisdiction. With respect to any suit, action or proceedings relating to any dispute arising out of or in connection with this Unwind Deed including, without limitation, disputes relating to any non-contractual obligations arising out of or in connection with this Unwind Deed ("**Proceedings**"), each party irrevocably:

(i) submits to the non-exclusive jurisdiction of the English courts if the Proceedings do not involve a Convention Court and the exclusive jurisdiction of the English courts if the Proceedings do involve a Convention Court;

(ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party; and

(iii) agrees, to the extent permitted by applicable law, that the bringing of Proceedings in any one or more jurisdictions will not preclude the bringing of Proceedings in any other jurisdiction.

G. [*Insert dealer-specific agency language or other boilerplate*]

IN WITNESS WHEREOF this Unwind Deed has been duly executed as a deed and is delivered on the date stated at the beginning of this Deed.

[***Remainder of page intentionally left blank***]

SIGNATORIES TO UNWIND DEED

EXECUTED as a DEED by
[*DEALER*] acting by:

By:	By:
Name:	Name:
Title:	Title:

EXECUTED as a DEED by
AVIA HOLDING LIMITED acting by:

_____

as Director and Authorised Signatory: _____

Witness: _____
Name: _____
Address: _____
Occupation: _____

EXECUTED as a DEED by
WAHA AC COÖPERATIEF U.A. acting by:

_____

as Director and Authorised Signatory: _____

Witness: _____
Name: _____
Address: _____
Occupation: _____

Exhibit 99.43

4,000,000 ORDINARY SHARES, PAR VALUE € 0.01 PER SHARE

AERCAP HOLDINGS N.V.

UNDERWRITING AGREEMENT

December 2, 2019

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

Ladies and Gentlemen:

1. Introductory. On the date hereof, the shareholders listed on Schedule I hereto (the "Selling Shareholders") propose, severally, to sell to Citigroup Global Markets Inc. (the "Underwriter") 4,000,000 ordinary shares, par value € 0.01 per share (the "Ordinary Shares"), of AerCap Holdings N.V., a public limited liability company (*naamloze vennootschap*) organized under the laws of The Netherlands (the "Company") (said shares to be sold by the Selling Shareholders being hereinafter called the "Securities").

On September 2, 2014, Waha AC Coöperatief U.A. ("Waha AC") entered into funded collar confirmations (the transactions governed thereby, the "Funded Collar Transactions") with each of Deutsche Bank AG, London Branch ("DB"), Nomura International plc ("Nomura") and Citibank N.A., London Branch ("Citi", and together with DB and Nomura, the "Funded Collar Counterparties") with respect to a number of Ordinary Shares. On August 15, 2019, Waha AC transferred by novation to its affiliate, Avia Holding Limited ("Avia"), each of the Funded Collar Transactions. All of the Ordinary Shares beneficially owned by Avia are currently pledged to the Funded Collar Counterparties in support of Avia's obligations under the Funded Collar Transactions (such Ordinary Shares, the "Pledged Shares").

On the date hereof, (x) Avia and each Funded Collar Counterparty entered into unwind agreements (collectively, the "Unwind Agreements") terminating each Funded Collar Transaction and (y) Avia, Waha, the Company, the Funded Collar Counterparties and the Underwriter entered into that certain settlement agreement (the "Settlement Agreement"), providing, inter alia, for (i) the delivery of the Pledged Shares by the Funded Collar Counterparties to the Underwriter, (ii) the release by the Funded Collar Counterparties of any security interest or lien over the Pledged Shares at the time of such delivery and (iii) the delivery by the Underwriter to the Funded Collar Counterparties of a portion of the net proceeds received by the Selling Shareholders from the sale of Securities.

2. Representations and Warranties.

(a) The Company represents and warrants to, and agrees with, the Underwriter that:

(i) The Company is a "foreign private issuer" as defined in Rule 405 under the Securities Act of 1933, as amended, and the rules and regulations of the Securities and Exchange Commission (the "Commission") promulgated thereunder (the "Act") and the Company meets all of the registrant requirements of, and the transactions contemplated by this Agreement meet all of the transaction requirements of, and, in each case, comply with the conditions for the use of, Form F-3 under the Act. An "automatic shelf registration statement" as defined in Rule 405 under the Act, on Form F-3 (File No. 333-235323) in respect of the Securities, including a form of prospectus (the "Base Prospectus"), has been prepared and filed by the Company with the Commission not earlier than three years prior to the date hereof, which became effective upon filing under Rule 462(e) under the Act on December 2, 2019. For purposes of this Agreement, "Effective Time" with respect to such registration statement means the date and time as of which such registration statement automatically became effective upon filing thereof with the Commission and, if the Company has filed any post-effective amendment pursuant to Rules 413(b) and 462(e) under the Act, then "Effective Time" shall also mean the date and time as of which such post-effective amendment was or is filed with the Commission and, if later, declared effective by the Commission. "Effective Date" with respect to such registration statement means, the date of the Effective Time and, if the Company has filed a post-effective amendment to such registration statement pursuant to Rules 413(b) and 462(e) under the Act, then "Effective Date" shall also mean the date of the Effective Time of such post-effective amendment. Such registration statement, including exhibits and any amendments thereto filed prior to the Applicable Time (as defined below) deemed to be a part of the registration statement as of the Effective Time, is hereinafter referred to as the "Registration Statement". If the Company has filed a post-effective amendment pursuant to Rules 413(b) and 462(e) under the Act, then any reference herein to the term "Registration Statement" shall be deemed to include such post-effective amendment. As used herein, the term "Prospectus" means the final prospectus relating to the Securities first filed with the Commission pursuant to and within the time limits described in Rule 424(b) under the Act and in accordance with Section 5(a)(i) hereof. The Base Prospectus, as supplemented by any preliminary prospectus (including any preliminary prospectus supplement) relating to the Securities filed with the Commission pursuant to Rule 424(b) under the Act, including the documents incorporated by reference in the Base Prospectus and each such preliminary prospectus and preliminary prospectus supplement is herein referred to as a "Preliminary Prospectus." Any reference herein to the Registration Statement or any Preliminary Prospectus or to the Prospectus or to any amendment or supplement to any of the foregoing documents shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 6 of Form F-3 under the Act, as of the Effective Time of the Registration Statement or the date of such Preliminary Prospectus or the Prospectus, as the case may be, and any reference to "amend," "amendment" or supplement with respect to the Registration Statement, any Preliminary Prospectus or the Prospectus shall be deemed to include any documents incorporated by reference therein, and any supplements or amendments thereto, filed with the Commission after the date of filing of the Prospectus under Rule 424(b) under the Act, and prior to the termination of the offering of the Securities by the Underwriter.

(ii) As of the Applicable Time (as defined below), none of (a) the Base Prospectus, the information set forth in Schedule III hereto and each Issuer Free Writing Prospectus listed on Schedule IV hereto, all considered together (collectively, the "General Disclosure Package"), (b) any other "free writing prospectus" (as defined pursuant to Rule 405 under the Securities Act) (a "Free Writing Prospectus") that the Underwriter shall hereafter expressly agree in writing to treat as part of the General Disclosure Package in accordance with Section 5(a)(ii) below, when taken together as a whole with the General Disclosure Package, or (c) each electronic road show, if any, when taken together as a whole with the General Disclosure Package, included any untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representations or warranties as to any Underwriter Information or Selling Shareholder Information (as defined in Sections 7(c) and 2(b)(i), respectively, hereof). As used in this Agreement:

"Applicable Time" means 4:40 p.m. (Eastern time) on the date of this Agreement.

"Issuer Free Writing Prospectus" means any "issuer free writing prospectus," as defined in Rule 433 under the Act, relating to the Securities in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company's records pursuant to Rule 433(g) under the Act.

(iii) The Commission has not issued any order preventing or suspending the use of the Registration Statement, any Preliminary Prospectus, any Issuer Free Writing Prospectus or the Prospectus or relating to the proposed offering of the Securities, and no proceeding for that purpose or pursuant to Section 8A of the Act has been instituted or, to the Company's knowledge, threatened by the Commission. The Registration Statement and any amendment thereto, as of each Effective Time, and the Prospectus, as then amended or supplemented, as of the Applicable Time, at the time filed with the Commission and as of the Closing Date, complied or will comply as to form in all material respects with the requirements of the Act. The documents incorporated, or to be incorporated, by reference in the Registration Statement and the Prospectus, at the time filed with the Commission, complied or will comply as to form in all material respects with the requirements of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder (collectively, the "Exchange Act"). The Registration Statement and any amendment thereto, as of each Effective Time, did not contain, and will not contain, any untrue statement of a material fact and did not omit, and will not omit, to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading. The Prospectus, as then amended or supplemented, as of the

Applicable Time, at the time filed with the Commission and as of the Closing Date, did not contain, and will not contain, any untrue statement of a material fact, and did not omit, and will not omit, to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Notwithstanding anything to the contrary in this clause (iii), the Company makes no representations or warranties with respect to any Underwriter Information or Selling Shareholder Information.

(iv) As of its date and as of the Applicable Time, each Issuer Free Writing Prospectus (i) complied and will comply with the requirements of the Act and (ii) did not and will not include any information that conflicted or will conflict with the information contained in the Registration Statement, the Preliminary Prospectus (if the Prospectus has not been filed with the Commission immediately prior to the time of first use of any such Issuer Free Writing Prospectus) or the Prospectus, in each case, as then amended or supplemented immediately prior to the date of first use of any such Issuer Free Writing Prospectus. Notwithstanding anything to the contrary in this clause (iv), the Company makes no representations or warranties with respect to any Underwriter Information or Selling Shareholder Information.

(v) The Company (including its agents and representatives, other than the Underwriter in its capacity as such) has not, directly or indirectly, prepared, used, distributed, authorized, approved or referred to and will not prepare, use, distribute, authorize, approve or refer to, any offering material in connection with the offering and sale of the Securities, including, without limitation, any Issuer Free Writing Prospectus or other Free Writing Prospectus or "written communication" (as defined in Rule 405 under the Act) that constitutes an offer to sell or solicitation of an offer to buy the Securities, other than any Preliminary Prospectus, the Prospectus, and each Free Writing Prospectus approved in writing in advance by the Underwriter in accordance with Section 5(a)(ii) below (each, a "Permitted Free Writing Prospectus"). To the extent it is required to do so, the Company has filed and will file with the Commission all Issuer Free Writing Prospectuses in the time and manner required under Rules 163(b)(2) and 433(d) under the Act. The Company has retained in accordance with the Act all Issuer Free Writing Prospectuses that were not required to be filed pursuant to the Act.

(vi) (i) At the time of filing of the Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus), (iii) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c) under the Act) made any offer relating to the Securities in reliance on the exemption of Rule 163 under the Act, and (iv) at the Applicable Time, the Company was and is a "well-known seasoned issuer" as defined in Rule 405 under the Act. The Company has not received from the Commission any notice pursuant to Rule 401(g)(2) under the Act objecting to the use of the automatic shelf registration form or any post-effective amendment thereto.

(vii) At the earliest time after the filing the Registration Statement that the Company or Selling Shareholders or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Act) of the Securities and as of the Applicable Time, the Company was not and is not an "ineligible issuer" (as defined in Rule 405 under the Act, without taking into account any determination by the Commission pursuant to Rule 405 under the Act that it is not necessary that the Company be considered an ineligible issuer), including, without limitation, for purposes of Rules 164 and 433 under the Act with respect to the offering of the Securities as contemplated by the Registration Statement.

(viii) Neither the Company nor any of its subsidiaries is, or after giving effect to the offering and sale of the Securities as described in the Registration Statement, the General Disclosure Package and the Prospectus will be, required to register as an "investment company" as such term is defined in the Investment Company Act.

(ix) The Company is not a party to any contractual arrangement, agreement or understanding currently in effect relating to the offer, sale, distribution or delivery of the Securities or any other securities of the Company (including with respect to granting any person registration rights or similar rights to have any securities of the Company registered for sale under the Registration Statement) other than this Agreement and the arrangements disclosed in the Registration Statement, the General Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto).

(x) The Company has not taken, nor will it take, directly or indirectly, any action designed to or that has constituted, or that might reasonably be expected to cause or result, under the Exchange Act or otherwise, in stabilization or manipulation of the price of the Ordinary Shares to facilitate the sale or resale of the Securities.

(xi) The Company has been duly incorporated and is validly existing as a public limited liability company under the laws of the Netherlands, with the corporate power and authority to own its property and to conduct its business as described in the Registration Statement, the General Disclosure Package and the Prospectus, and is duly qualified to transact business in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing (where such concept exists) would not reasonably be expected to, singly or in the aggregate, have a material adverse effect on the condition (financial or otherwise), earnings, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business (a "Material Adverse Effect").

(xii) Each significant subsidiary (as defined in Rule 1-02 of Regulation S-X) of the Company (a "Significant Subsidiary") has been duly incorporated or formed, as applicable, and is validly existing as a private limited company, corporation or other legal entity in good standing (where such concept exists) under the laws of the jurisdiction of its incorporation or formation, with the power and authority (corporate or other) to own its property and to conduct its business as described in the Registration Statement, the General Disclosure Package and the Prospectus, and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or to be in good standing would not, singly or in the aggregate, have a Material Adverse Effect; all of the issued shares of capital stock or other similar ownership interests of each Significant Subsidiary have been duly and validly authorized and issued, are (in jurisdictions where such concepts are recognized) fully paid and non-assessable and are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims, except as described in the Registration Statement, the General Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto).

(xiii) The Securities and all other outstanding shares of capital stock of the Company, including the Ordinary Shares, conform to the description thereof in the Company's Annual Report on Form 20-F for the year December 31, 2018, incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus. The statements in the Registration Statement, the General Disclosure Package and the Prospectus under the heading "Description of Ordinary Shares" and the statements incorporated by reference therein, insofar as they purport to constitute a summary of the terms of the Securities, fairly and accurately summarize the matters therein described in all material respects.

(xiv) The statements in the Registration Statement, the General Disclosure Package and the Prospectus under the heading "Tax Considerations" insofar as they purport to constitute summaries of tax law or other laws and regulations or legal conclusions with respect thereto, fairly and accurately summarize the matters therein described in all material respects.

(xv) This Agreement has been duly authorized, executed and delivered by the Company.

(xvi) None of the execution, delivery or performance by the Company of its obligations under this Agreement or the consummation of any other of the transactions herein, or the fulfillment of the terms hereof will contravene (i) the charter, by-laws, memorandum and articles of association or similar organizational documents of the Company or any of its subsidiaries, (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, except for, in the cases of clauses (ii) and (iii) above, such contravention that would not, singly or in the aggregate, have a Material Adverse Effect.

(xvii) No consent, approval, authorization or order of, or qualification with, any governmental body or agency is required for the performance by the Company of its obligations under this Agreement in connection with the sale of the Securities contemplated hereby, except (i) such filings as may be required under the Act, (ii) such as relate to the review of the transactions by the Financial Industry Regulatory Authority, Inc. ("FINRA"), (iii) such filings as may be required under applicable state securities or blue sky laws, (iv) such filings as may be required under The New York Stock Exchange (the "NYSE") rules or (v) such other consents, approvals, authorizations, orders or filings as have been obtained or made.

(xviii) The audited consolidated financial statements of the Company and its subsidiaries, included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus (the "Consolidated Financial Statements") comply in all material respects with the applicable requirements of the Act and the Exchange Act, as applicable, and present fairly in all material respects the consolidated financial position of the Company and its subsidiaries as of and at the dates indicated, and the results of operations and cash flows for the periods specified. Such financial statements were prepared in accordance with accounting principles generally accepted in the United States ("U.S. GAAP"), consistently applied for the periods specified by the Company to its respective financial statements, except as may be stated in the related notes thereto; and all non-GAAP financial information included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus, if any, complies with the requirements of Regulation G and Item 10 of Regulation S-K under the Act. The interactive data in extensible Business Reporting Language included or incorporated by reference in each of the Registration Statement, the General Disclosure Package and the Prospectus fairly present the information called for in all material respects and are prepared in accordance with the Commission's rules and guidelines applicable thereto.

(xix) There are no legal or governmental proceedings pending or, to the knowledge of the Company, threatened to which the Company or any of its subsidiaries is a party or to which any of the properties of the Company or any of its subsidiaries is subject other than proceedings described in the Registration Statement, the General Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto) and proceedings that would not, singly or in the aggregate, have a Material Adverse Effect and would not have a material adverse effect on the power or ability of the Company to perform its obligations under this Agreement.

(xx) The Company and its subsidiaries have good and marketable title to all real property and good and marketable title to all personal property owned by them that is material to the business of the Company and its subsidiaries, taken as a whole, in each case free and clear of all liens, encumbrances and defects, except such liens, encumbrances and defects as are described in the Registration Statement, the General Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto) and to the extent the failure to have such title or the existence of such liens, encumbrances and defects would not, singly or in the aggregate, have a Material Adverse Effect; and any real property and buildings that are material to the Company and its subsidiaries, taken as a whole, and are held under lease by the Company or any of its subsidiaries are held by them under legal and valid leases with such exceptions as do not interfere with the use made and proposed to be made of such property and buildings by the Company and its subsidiaries, except as described in the Registration Statement, the General Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto) or as would not, singly or in the aggregate, have a Material Adverse Effect.

(xxi) The Company and its subsidiaries own, lease or manage, directly or indirectly, the aircraft described in the Registration Statement, the General Disclosure Package and the Prospectus (collectively, the "Company Aircraft Portfolio"). Except as described in the Registration Statement, the General Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto) or except as would not, singly or in the aggregate, have a Material Adverse Effect, (x) with respect to owned and leased aircraft, the Company and its subsidiaries have, directly or indirectly, good and marketable title to or economic rights equivalent to holding good and marketable title to, or hold valid and enforceable leases in respect of, the Company Aircraft Portfolio and (y) with respect to managed aircraft, to the Company's knowledge, the management contracts of the Company and its subsidiaries with the entities that own (or have the right to the economic benefits of ownership of) the Company Aircraft Portfolio are in full force and effect.

(xxii) All of the lease agreements, lease addenda, side letters, assignments of warranties, option agreements or similar agreements material to the business of the Company and its Significant Subsidiaries, taken as a whole (collectively, the "Lease Documents"), are in full force and effect, except as would not, singly or in the aggregate, have a Material Adverse Effect; and to the Company's knowledge, no event that with the giving of notice or passage of time or both would become an event of default (as so defined) under any Lease Document has occurred, except such event of default that would not, singly or in the aggregate, have a Material Adverse Effect.

(xxiii) The Company and its subsidiaries have entered into aircraft purchase agreements (the "Aircraft Purchase Documents") and letters of intent for the purchase of aircraft consistent in all material respects with the description thereof in the Registration Statement, the General Disclosure Package and the Prospectus. Except as described in the Registration Statement, the General Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto) the Aircraft Purchase Documents are in full force and

effect and no event of default (as defined in the applicable Aircraft Purchase Document) has occurred and is continuing under any Aircraft Purchase Document, except, in each case, for such failures and events of default that would not, singly or in the aggregate, have a Material Adverse Effect.

(xxiv) None of the Company or any Significant Subsidiary is in violation of or default under (i) any provision of its charter or bylaws or comparable organizational documents; (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which it is a party or bound or to which its property is subject; or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company or any of its subsidiaries of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company, any of its subsidiaries or of the properties of the Company or any of its subsidiaries, as applicable, except for, in the cases of clauses (ii) and (iii) above, such violations and defaults that would not, singly or in the aggregate, have a Material Adverse Effect. For the avoidance of doubt, when used in this Agreement the term "subsidiary" shall be deemed to include any entity consolidated in the Company's financial statements.

(xxv) PricewaterhouseCoopers Accountants N.V., who have certified financial statements of the Company and its consolidated subsidiaries as of December 31, 2017 and for the years ended December 31, 2016 and 2017 and delivered their report with respect to the audited consolidated financial statements and schedules included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus, are independent public accountants with respect to the Company and its consolidated subsidiaries within the meaning of the Act and the applicable published rules and regulations thereunder and the rules and regulations of the Public Company Accounting Oversight Board ("PCAOB").

(xxvi) PricewaterhouseCoopers, who have (i) certified financial statements of the Company and its consolidated subsidiaries as of and for the year ended December 31, 2018 and delivered their report with respect to the audited consolidated financial statements and schedules and (ii) reviewed certain financial statements of the Company and its consolidated subsidiaries as of and for the quarters ended March 31, 2019, June 30, 2019 and September 30, 2019, in each case included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus, are independent public accountants with respect to the Company and its consolidated subsidiaries within the meaning of the Act and the applicable published rules and regulations thereunder and the rules and regulations of the PCAOB.

(xxvii) There are no stamp or other issuance or transfer taxes or duties or other similar documentary fees or charges required to be paid to the United States, Ireland or The Netherlands or any political subdivision or taxing authority thereof in connection with the issuance, sale or delivery of the Securities to the Underwriter.

(xxviii) The Company and its subsidiaries own or possess, or can acquire on reasonable terms, all patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks and trade names (collectively, "Intellectual Property"), necessary to carry on the business now operated by them, except as would not, singly or in the aggregate, have a Material Adverse Effect. Neither the Company nor any of its subsidiaries has received any notice of infringement of or conflict with asserted rights of others with respect to any Intellectual Property that would reasonably be expected to, singly or in the aggregate, have a Material Adverse Effect.

(xxix) The Company and its subsidiaries have filed all applicable tax returns that are required to be filed or have requested extensions thereof (except for any failure so to file that would not, singly or in the aggregate, have a Material Adverse Effect and except as set forth in or contemplated in the Registration Statement, the General Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto)) and have paid all taxes required to be paid by them and any other payment, assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except for any such payment, assessment, fine or penalty that is currently being contested in good faith and for which appropriate reserves have been established in accordance with U.S. GAAP or as would not, singly or in the aggregate, have a Material Adverse Effect and except as set forth in or contemplated in the Registration Statement, the General Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto).

(xxx) No material labor dispute with the employees of the Company or any of its subsidiaries exists, except as described in the Registration Statement, the General Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto), or, to the Company's knowledge, is imminent; and the Company is not aware of any existing, threatened or imminent labor disturbance by the employees of any of their principal suppliers, manufacturers or contractors that could, singly or in the aggregate, have a Material Adverse Effect.

(xxxi) The Company and each of its Significant Subsidiaries, and their respective owned and leased properties, are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which they are engaged, except as set forth in the Registration Statement, the General Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto) and for any such loss or risk that would not, singly or in the aggregate, have a Material Adverse Effect.

(xxxii) The Company and its subsidiaries have not sustained since the date of the latest audited financial statements included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus any material loss or interference with their business by fire, explosion, flood or other calamity, whether or not covered by insurance, or from any court or governmental action, order or decree, except as set forth in the Registration Statement, the General Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto) or except for any such loss or interference that would not, singly or in the aggregate, have a Material Adverse Effect.

(xxxiii) The Company and its subsidiaries possess all certificates, authorizations and permits issued by the appropriate U.S. federal or Dutch, Irish or other non-U.S. regulatory authorities necessary to conduct their respective businesses, except as would not, singly or in the aggregate, have a Material Adverse Effect. Neither the Company nor any of its subsidiaries has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit which, singly or in the aggregate, would reasonably be expected to have a Material Adverse Effect and except as described in the Registration Statement, the General Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto).

(xxxiv) The Company and its subsidiaries are in compliance with all applicable laws, regulations or other requirements of the United States Federal Aviation Administration, the European Aviation Safety Agency and similar aviation regulatory bodies (collectively, "Aviation Laws"), and neither the Company nor any of its subsidiaries has received any notice of a failure to comply with applicable Aviation Law, except for any failures to comply that would not, singly or in the aggregate, have a Material Adverse Effect.

(xxxv) The Company and each of its subsidiaries maintains a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with U.S. GAAP and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Since the end of the Company's most recent audited fiscal year, there has been (i) no material weakness in the Company's or any of the Company's subsidiaries' internal control over financial reporting (whether or not remediated) and (ii) no significant change in the Company's or any of the Company's subsidiaries' internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's or any of the Company's subsidiaries' internal control over financial reporting. The Company and its subsidiaries maintain "disclosure controls and procedures" (as defined in Rule

13a-15(e) of the Exchange Act) that are designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure. The Company and its subsidiaries have carried out evaluations of the effectiveness of their disclosure controls and procedures as required by Rule 13a-15 of the Exchange Act.

(xxxvi) The Company and its subsidiaries (i) are in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws"), (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses, (iii) are in compliance with all terms and conditions of any such permit, license or approval and (iv) have no costs or liabilities associated with Environmental Laws (including, without limitation, any capital or operating expenditures by the Company or any of its subsidiaries, required for clean-up, closure of properties or compliance with Environmental Laws or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties) for their respective accounts, except in each of clauses (i) through (iv) as would not, singly or in the aggregate, have a Material Adverse Effect and except as described in the Registration Statement, the General Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto).

(xxxvii) The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all jurisdictions where the Company or any of its subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Anti-Money Laundering Laws"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(xxxviii) Neither the Company nor any of its subsidiaries, nor, to the knowledge of the Company, any of their respective directors, officers, employees, agents or affiliates or anyone acting on their behalf, is currently the subject or the target of any sanctions administered or enforced by the U.S. government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") or the U.S. Department of State and including, without limitation, the designation as a "specially designated national"

or "blocked person"), the United Nations Security Council, the European Union or Her Majesty's Treasury or other relevant sanctions authority (collectively, "Sanctions"), nor is the Company or any of its subsidiaries, except as permitted by applicable law, located, organized or resident in a country or territory that is the subject or target of Sanctions that broadly prohibit dealings with that country or territory (currently, the Crimea region, Cuba, Iran, North Korea and Syria (each, a "Sanctioned Country")); and, except as permitted by applicable law, the Company and its subsidiaries will not, directly or indirectly, use the proceeds of the offering of the Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject or target of any Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in the imposition of Sanctions against any person (including any person participating in the transactions contemplated hereby, whether as underwriter, initial purchaser, advisor, investor or otherwise). The Company and its subsidiaries have instituted, maintain and enforce policies and procedures reasonably designed to ensure compliance with Sanctions.

(xxxix) There is and has been no failure on the part of the Company, any of its subsidiaries or any of the Company's or such subsidiaries' respective directors or officers, in their capacities as such, to comply with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the "Sarbanes-Oxley Act"), including Section 402 relating to loans and Sections 302 and 906 relating to certifications.

(xl) Neither the Company nor any of its subsidiaries, nor, to the knowledge of the Company, any director, officer, employee, agent or affiliate of the Company or any of its subsidiaries, acting on behalf of the Company or any of its subsidiaries, has taken any action, directly or indirectly, that violated or would result in a violation by such persons of any provision of the Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), the Bribery Act 2010 of the United Kingdom (the "U.K. Bribery Act") or other applicable anti-bribery or anti-corruption laws, including (i) using any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) making or taking an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds (including to any "foreign official" (as such term is defined in the FCPA) or any political party or official thereof or any candidate for political office); or (iii) making, offering, agreeing, requesting or taking an act in furtherance of any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment or benefit. The Company, its subsidiaries and, to the knowledge of the Company, its affiliates have instituted, maintain and enforce policies and procedures designed to ensure compliance with the FCPA and the U.K. Bribery Act and other applicable anti-bribery and anti-corruption laws.

(xli) Subsequent to the date of the most recent financial statements included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus, (i) the Company and its subsidiaries have not (A) incurred any debt for borrowed money that is material to the Company and its subsidiaries, taken as a whole or (B) incurred any other liabilities or obligations, direct or contingent, nor entered into any transactions, in each case that are material, in the aggregate, to the Company and its subsidiaries, taken as a whole and not in the ordinary course of business; (ii) except for purchases made pursuant to publicly announced share repurchase programs, the Company and its subsidiaries have not purchased any of their outstanding capital stock, nor declared, paid or otherwise made any dividend or distribution of any kind on their capital stock; and (iii) there has not been any change in the capital stock (other than exercise of stock options or vesting of restricted stock units issued under equity incentive plans, stock option plans or restricted stock programs reported on the Company's Annual Report on Form 20-F for the year ended December 31, 2018 and other than cancellations of shares purchased pursuant to publicly announced share repurchase programs) of the Company or its subsidiaries, in each case except as described in the Registration Statement, the General Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto).

(xlii) The authorized, issued and outstanding capital stock of the Company is as set forth in the Registration Statement, the General Disclosure Package and the Prospectus as of the dates set forth therein. All of the issued and outstanding shares of capital stock of the Company, including the Securities, are fully paid and non-assessable and are and have been duly and validly authorized and issued, in compliance with all applicable federal, state and foreign securities laws and not in violation of or subject to any preemptive or similar rights that entitle or will entitle any person to acquire from the Company or any Significant Subsidiary, upon the issuance or sale of any Ordinary Shares, any other equity security of the Company or any Significant Subsidiary or any security convertible into, or exercisable or exchangeable for, any Ordinary Shares or other such security (any "Relevant Security"), except as described in the Registration Statement, the General Disclosure Package and the Prospectus.

(xliii) The Company's Ordinary Shares, including the Securities, are listed on the NYSE.

(xliv) Except as disclosed in the Registration Statement, the General Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto), under current laws and regulations of The Netherlands and any political subdivision thereof, all dividends and other distributions declared and payable on the Securities may be paid by the Company to the holder thereof in United States dollars and freely transferred out of The Netherlands and all such payments made to holders thereof who (i) are non-residents of The Netherlands and (ii) do not have a taxable presence in The Netherlands to which the Securities are attributable will not be subject to income, withholding or other

taxes under laws and regulations of The Netherlands or any political subdivision or taxing authority thereof or therein and will otherwise be free and clear of any other tax, duty, withholding or deduction under the laws of The Netherlands or any political subdivision or taxing authority thereof or therein and without the necessity of obtaining any governmental authorization in The Netherlands or any political subdivision or taxing authority thereof or therein.

(xlv) No relationship, direct or indirect, exists between or among the Company or its Significant Subsidiaries, on the one hand, and the Selling Shareholders and the directors, officers, shareholders, customers or suppliers of the Company or its Significant Subsidiaries, on the other hand, which is required by the Act or the Exchange Act to be described in the Registration Statement, the General Disclosure Package or the Prospectus which is not so described. To the Company's knowledge, there are no outstanding loans, advances or guarantees of indebtedness by the Company to or for the benefit of any of the officers or directors of the Company or any of their respective family members which are prohibited by, or are required to be disclosed by, the Act, in the Registration Statement, the General Disclosure Package or the Prospectus which are not so disclosed.

Any certificate signed by any officer of the Company and delivered to the Underwriter or counsel for the Underwriter in connection with the offering of the Securities shall be deemed a representation and warranty by the Company to the Underwriter as to matters covered thereby.

(b) Each Selling Shareholder represents and warrants to, and agrees with, the Underwriter that:

(i) To the extent that any statements made in the Registration Statement, the General Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto) are made in reliance upon and in conformity with the Selling Shareholder Information (as defined below), (i) such statements made in the Registration Statement and any amendment thereto, as of each Effective Time, did not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; (ii) such statements made in the General Disclosure Package did not and will not, as of the Applicable Time, contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (iii) such statements made in the Prospectus, as then amended or supplemented, as of the Applicable Time, at the time filed with the Commission and as of the Closing Date, did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Each of the Company, the Underwriter and such Selling Shareholder acknowledges and agrees that for all purposes of this Agreement, the only information furnished to the Company by or on behalf of

such Selling Shareholder expressly for use in the Registration Statement, the General Disclosure Package and the Prospectus (the "Selling Shareholder Information") is (i) the legal names of such Selling Shareholder and Waha Capital PJSC, (ii) information regarding the number of Ordinary Shares owned by such Selling Shareholder as contained in the table next to the name of such Selling Shareholder and any applicable related footnotes as set forth under the heading "Selling Shareholders" in the Prospectus, (iii) the number of shares proposed to be sold by such Selling Shareholder, (iv) information regarding the Funded Collar Transactions (including, without limitation, the termination thereof) and (v) information regarding such Selling Shareholder's involvement in the transactions contemplated by the Funded Collar Transactions (including, without limitation, the termination thereof) and this Agreement.

(ii) Such Selling Shareholder (including its agents and representatives, other than the Underwriter, each in their capacity as such and, for the avoidance of doubt, excluding the Company and its agents and representatives) has not, directly or indirectly, prepared, used, distributed, authorized, approved or referred to, and will not prepare or distribute, authorize, approve or refer to, any offering material in connection with the offering and sale of the Securities, including, without limitation, any Issuer Free Writing Prospectus or other Free Writing Prospectus or "written communication" (as defined in Rule 405 under the Act) that constitutes an offer to sell or solicitation of an offer to buy the Securities, other than any Preliminary Prospectus, the Prospectus, each Permitted Free Writing Prospectus, and the Waha Capital PJSC press release (including the Arabic-language version) dated December 2, 2019 substantially in the form attached hereto as Exhibit A.

(iii) As of the Time of Sale, such Selling Shareholder is the beneficial owner of the Securities to be sold by it hereunder free and clear of all liens, encumbrances, equities and claims, other than liens in favor of the Funded Collar Counterparties, and as of the Closing Date and upon the consummation of the transactions contemplated by the Settlement Agreement, such Securities will be free and clear of all liens, encumbrances, equities and claims. Upon payment of the Securities to be sold by such Selling Shareholder hereunder, delivery of such Securities, pursuant to the Settlement Agreement and the crediting of such shares on the books of The Depository Trust Company ("DTC") to securities accounts of the Underwriter (assuming that neither DTC nor any such Underwriter has notice (as defined in Section 8-105 of the New York Uniform Commercial Code ("UCC")) of any adverse claim (within the meaning of Section 8-102(a)(1) of the UCC) to such Securities), then, assuming appropriate entries to the accounts of the Underwriter on the records of DTC have been made pursuant to the UCC, the Underwriter will have acquired a security entitlement (within the meaning of Section 8-102(a)(17) of the UCC) to such Securities and no action based on an adverse claim (within the meaning of Section 8-102(a)(1) of the UCC) may be asserted against such Underwriter with respect to such security entitlement.

(iv) This Agreement has been duly authorized, executed and delivered by or on behalf of such Selling Shareholder. Such Selling Shareholder has the full right, power and authority to perform its obligations hereunder.

(v) No consent, approval, authorization or order of, or qualification with, any governmental body or agency is required for the execution and delivery by such Selling Shareholder of this Agreement, the sale and delivery of the Securities to be sold by such Selling Shareholder, the consummation by the Selling Shareholder of the transactions contemplated hereby in connection with the sale of Securities to be sold by such Selling Shareholder and the performance by such Selling Shareholder of its obligations under this Agreement in connection with the sale of the Securities contemplated hereby, except (i) such filings as may be required under the Act or state securities laws as to which such Selling Shareholder makes no representation, (ii) such as relate to the review of the transactions by the FINRA or (iii) such other consents, approvals, authorizations, orders or filings as have been obtained or made or would not, individually and in the aggregate, adversely affect such Selling Shareholder's ability to perform its obligations under this Agreement or the Underwriter's ability to consummate the transactions contemplated hereby.

(vi) The sale of the Securities to be sold by such Selling Shareholder hereunder, the execution and delivery of this Agreement by such Selling Shareholder, the compliance by such Selling Shareholder with all of the provisions of this Agreement and the consummation by such Selling Shareholder of the transactions herein contemplated do not conflict with and will not result in a breach or violation of any of the terms and provisions of, or constitute a default under, (i) any statute or any order, rule, regulation, decree or judgment of any governmental body, agency or court having jurisdiction over such Selling Shareholder, or (ii) the terms of any indenture or other agreement or instrument to which such Selling Shareholder is a party or bound, or (iii) the certificate of incorporation or by-laws or similar organizational documents, of such Selling Shareholder, except in the case of clauses (i) and (ii) above, as would not, individually and in the aggregate, adversely affect such Selling Shareholder's ability to perform its obligations under this Agreement or the Underwriter's ability to consummate the transactions contemplated hereby, provided, that no representation or warranty is made in this clause (vii) with respect to the antifraud provisions of federal and state securities laws.

(vii) Such Selling Shareholder has not taken, nor will it take, directly or indirectly, any action designed to cause or result in, or that has constituted, that constitutes or that might reasonably be expected to constitute, under the Exchange Act or otherwise, the stabilization or manipulation of the price of the Ordinary Shares to facilitate the sale or resale of the Securities; provided, however, that such Selling Shareholder makes no representation or warranty in this clause (vii) with respect to the Company.

(viii) The Selling Shareholder will deliver to the Underwriter prior to or at the Closing Date a properly completed and executed United States Internal Revenue Service Form W-9 or W-8 (or other applicable form).

3. Purchase, Sale and Delivery of Securities

(a) On the basis of the representations, warranties and agreements herein contained, but subject to the terms and conditions herein set forth, the Selling Shareholders agree, severally, to sell to the Underwriter, and the Underwriter agrees to purchase from the Selling Shareholders, at a purchase price of $59.66 per share (the "Purchase Price"), the respective numbers of Securities set forth opposite the names of the Underwriter in Schedule II hereto.

(b) Delivery of and payment for the Securities shall be made at the office of Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017, at 10:00 a.m., New York City time, on December 5, 2019, or at such other time or place on the same or such other date, not later than the third Business Day thereafter, as the Underwriter, the Company and the Selling Shareholders may agree upon in writing (such date and time of delivery and payment for the Securities being herein referred to as the "Closing Date"). Delivery of the Securities shall be made to the Underwriter for its account against payment by the Underwriter of the aggregate purchase prices of the Securities being sold by the Selling Shareholders to or upon the order of the Selling Shareholders by wire transfer payable in Federal (same-day) funds to the account(s) specified by the Selling Shareholders. Delivery of the Securities shall be made through the facilities of The Depository Trust Company unless the Underwriter shall otherwise instruct. "Business Day" shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in New York City.

The Underwriter will pay all applicable state transfer taxes, if any, involved in the transfer to the Underwriter of the Securities to be purchased by them from the Selling Shareholders and the Selling Shareholders agree to reimburse the Underwriter for associated carrying costs if such tax payment is not rebated on the day of payment. The Underwriter will pay any additional stock transfer taxes involved in further transfers.

4. Offering by Underwriter. It is understood that the Underwriter proposes to, and will, offer the Securities for sale to the public as set forth in the Prospectus.

5. Certain Agreements of the Company and the Selling Shareholders. (a) The Company agrees with the Underwriter that:

(i) The Company (i) will prepare and timely file (and advise the Underwriter and the Selling Shareholders promptly of such filing) with the Commission under Rule 424(b) under the Act (without reliance on Rule 424(b)(8)) a Prospectus in a form approved by the Underwriter containing information previously omitted at the time of effectiveness of the Registration Statement in reliance on Rules 430A, 430B or 430C under the Act, (ii) will not

file any amendment to the Registration Statement or supplement (including the Prospectus) to the Base Prospectus unless the Company has furnished the Underwriter with a copy for its review prior to filing and will not file any such proposed amendment or supplement to which the Underwriter reasonably object, and (iii) file and/or furnish, as applicable, on a timely basis, all reports required to be filed or furnished, as the case may be, by the Company with the Commission for so long as the delivery of a prospectus is required in connection with the offering or sale of such Securities.

(ii) The Company (i) will not make any offer relating to the Securities that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a Free Writing Prospectus unless the Underwriter approve its use in writing prior to first use; provided that the prior written consent of the Underwriter shall be deemed to have been given in respect of the Free Writing Prospectus(es) included in Schedule III and any electronic road show, (ii) has treated and will treat each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus, and (iii) will comply with the requirements of Rules 163, 164 and 433 under the Act applicable to any Permitted Free Writing Prospectus, including the requirements relating to timely filing with the Commission, legending and record keeping.

(iii) The Company will advise the Underwriter promptly (i) when the Prospectus, and any supplement thereto, shall have been filed (if required) with the Commission pursuant to Rule 424(b), (ii) when, prior to termination of the offering of the Securities, any amendment to the Registration Statement shall have been filed or become effective, (iii) of any request by the Commission or its staff for any amendment of the Registration Statement, or for any supplement to the Prospectus or for any additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any notice objecting to its use or the institution or threatening of any proceeding for that purpose and (v) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the institution or threatening of any proceeding for such purpose. The Company will use commercially reasonable efforts to prevent the issuance of any such stop order or the occurrence of any such suspension or objection to the use of the Registration Statement and, upon such issuance, occurrence or notice of objection, to obtain as soon as possible the withdrawal of such stop order or relief from such occurrence or objection, including, if necessary, by filing an amendment to the Registration Statement or a new registration statement and using commercially reasonable efforts to have such amendment or new registration statement declared effective as soon as practicable.

(iv) If the Company receives from the Commission a notice pursuant to Rule 401(g)(2) under the Act or otherwise ceases to be eligible to use the automatic shelf registration statement form, the Company will (i) promptly notify the Underwriter, (ii) promptly file a new registration statement or post-effective

amendment on the proper form relating to the Securities, in a form satisfactory to the Underwriter, (iii) use commercially reasonable efforts to cause such registration statement or post-effective amendment to be declared effective as soon as practicable (if such filing is not otherwise effective immediately pursuant to Rule 462 under the Act), and (iv) promptly notify the Underwriter of such effectiveness. References herein to the Registration Statement relating to the Securities shall include such new registration statement or post-effective amendment, as the case may be.

(v) The Company agrees to pay the required filing fees to the Commission relating to the Securities in accordance with Rules 456 and 457 under the Act and in any event, prior to the Closing Date.

(vi) The Company will cooperate with the Underwriter in endeavoring to qualify the Securities for sale under the securities laws of such jurisdictions as the Underwriter may reasonably request in writing and will make such applications, file such documents, and furnish such information as may be reasonably required for that purpose; provided the Company shall not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction where it is not now so qualified or required to file such a consent. The Company will, from time to time, prepare and file such statements, reports, and other documents, as are or may be required to continue such qualifications in effect for such period as delivery of a prospectus by an Underwriter may be required by the Act (including circumstances in which such requirement may be satisfied pursuant to Rule 172) (the "Effectiveness Period").

(vii) As soon as practicable, the Company will make generally available to its security holders and to the Underwriter an earnings statement or statements of the Company and its subsidiaries which will satisfy the provisions of Section 11(a) of the Act and Rule 158.

(viii) The Company will deliver to the Underwriter and counsel for the Underwriter, without charge, as many copies of any Preliminary Prospectus or any Issuer Free Writing Prospectus, the Prospectus, and the Registration Statement (including such number of copies of the exhibits filed therewith that may reasonably be requested), including documents incorporated by reference therein and all amendments thereto as may reasonably be requested by the Underwriter. The Selling Shareholders will pay the expenses of printing or other production of all documents related to the offering for the duration of the Effectiveness Period.

(ix) If, during the Effectiveness Period, any event shall occur as a result of which, in the judgment of the Company, it becomes necessary to amend or supplement the Registration Statement or the Prospectus in order to make the statements therein (in the light of the circumstances existing at the time the Prospectus is delivered to a purchaser, in the case of the Prospectus), not misleading, or, if it is necessary at any time to amend or supplement the

Registration Statement, file a new Registration Statement or supplement the Prospectus to comply with the Act or the Exchange Act, the Company will promptly notify the Underwriter and either (i) prepare as soon as reasonably practicable and file with the Commission, subject to Section 5(a)(i) of this Agreement, an appropriate amendment to the Registration Statement and/or supplement to the Prospectus or (ii) prepare as soon as reasonably practicable and file with the Commission, subject to Section 5(a)(i) of this Agreement, an appropriate filing under the Exchange Act that shall be incorporated by reference in the Prospectus and the Registration Statement, so that each of the Prospectus and the Registration Statement as so amended or supplemented will not, in the light of the circumstances when it is so delivered, be misleading, or so that the Prospectus and the Registration Statement will comply with the law, (iii) use commercially reasonable efforts to have any amendment to the Registration Statement or new registration statement declared effective as soon as practicable in order to avoid any disruption in use of the Prospectus and (iv) supply any supplemented Prospectus to the Underwriter in such quantities as the Underwriter may reasonably request.

(x) If the General Disclosure Package is being used to solicit offers to buy the Securities at a time when the Prospectus is not yet available to prospective purchasers and any event shall occur as a result of which it becomes necessary to amend or supplement the General Disclosure Package in order to make the statements therein, in the light of the circumstances, not misleading, or to make the statements therein not conflict with the information contained in the Registration Statement then on file, or if it is necessary at any time to amend or supplement the General Disclosure Package to comply with any law, the Company will promptly notify the Underwriter and either (i) prepare as soon as reasonably practicable, and subject to Section 5(a)(i) of this Agreement, file with the Commission (if required) and furnish to the Underwriter an appropriate amendment or supplement to the General Disclosure Package or (ii) prepare as soon as reasonably practicable and, subject to Section 5(a)(i) of this Agreement, file with the Commission an appropriate filing under the Exchange Act that shall be incorporated by reference in the General Disclosure Package so that the General Disclosure Package as so amended or supplemented will not, in the light of the circumstances, be misleading or conflict with the Registration Statement then on file, or so that the General Disclosure Package will comply with law.

(xi) The Company will not take, directly or indirectly, any action designed to cause or result in or that would constitute or that might reasonably be expected to constitute, under the Exchange Act or otherwise, stabilization or manipulation of the price of the Ordinary Shares to facilitate the sale or resale of the Securities.

(xii) For a period of 30 days after the date of the Prospectus, the Company will not (i) offer, pledge, sell, contract to sell, sell any option or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, or file with the Commission a registration statement under the Act relating to, any Ordinary

Shares or any securities convertible into or exercisable or exchangeable for Ordinary Shares, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing, or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Ordinary Shares or any such other securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Ordinary Shares or such other securities, in cash or otherwise, without the prior written consent of the Underwriter, other than any Ordinary Shares issued upon the exercise of options or the vesting of equity awards granted under terms of any employee plan, benefit or compensation arrangement or employment agreement described in the Registration Statement, the General Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto).

(xiii) The Company will use commercially reasonable efforts to maintain the listing of the Ordinary Shares on the NYSE.

(b) The Selling Shareholders agree with the Company and the Underwriter that the Selling Shareholders will pay all expenses incidental to the performance of or compliance with this Agreement, including, without limiting the generality of the foregoing, the following: accounting fees of the Company; the fees and disbursements of counsel for the Company; the cost of printing and delivering to, or as requested by, the Underwriter copies of the Registration Statement, any Preliminary Prospectuses, any Issuer Free Writing Prospectuses, and the Prospectus (including all exhibits, amendments and supplements thereto); the filing fees and expenses (including legal fees and disbursements) incident to securing any required review by FINRA of the terms of the sale of the Securities; the fees and expenses incurred in connection with the registration or qualification and determination of eligibility for investment of the Ordinary Shares under the state or foreign securities or blue sky laws of such jurisdictions as the Underwriter may designate; the reasonable fees and expenses of the counsel to the Selling Shareholders; the cost of preparing stock certificates, including any cost related to printing, authentication, issuance and delivery thereof; the cost and charges of any transfer agent and any registrar; all expenses and application fees related to the listing of the Securities on the NYSE; and its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties).

6. Conditions of the Obligations of the Underwriter.

(a) The obligations of the Underwriter to purchase and pay for the Securities shall be subject to the accuracy of the representations and warranties on the part of the Company and the Selling Shareholders herein as of the Applicable Time and on the Closing Date, to the accuracy of the statements of Company's officers and the Selling Shareholders' officers made pursuant to the provisions hereof, to the performance by the Company and the Selling Shareholders of their obligations hereunder and to the following additional conditions precedent:

(i) At the Applicable Time and at the Closing Date, the Company shall have requested and caused PricewaterhouseCoopers Accountants N.V. and PricewaterhouseCoopers to furnish to the Underwriter letters, dated respectively as of the Applicable Time and as of the Closing Date, in form and substance satisfactory to the Underwriter and confirming that they are independent accountants within the meaning of the Exchange Act and the applicable published rules and regulations thereunder and containing statements and information of the type customarily included in accountants' "comfort letters" to purchasers with respect to the financial statements and certain financial information contained in the Registration Statement, the General Disclosure Package and the Prospectus; provided that such letter shall use a "cut-off" date not earlier than three business days prior to the date of the letter.

(ii) (A) The Registration Statement and all post-effective amendments thereto shall have become effective and the Prospectus and each Issuer Free Writing Prospectus required to be filed, shall have been filed as required by Rules 424(b) (without reliance on Rule 424(b)(8)), 430A, 430B, 430C or 433 under the Act, as applicable, within the time periods prescribed by, and in compliance with, the Act, and any request of the Commission for additional information (to be included in the Registration Statement, the Prospectus or otherwise) shall have been disclosed to the Underwriter and complied with to its reasonable satisfaction. (B) No stop order suspending the effectiveness of, or preventing or suspending the use of, the Registration Statement, as amended from time to time, or the Prospectus or any Issuer Free Writing Prospectus or any amendment or supplement to any of the foregoing shall have been issued and no proceedings for that purpose or pursuant to Section 8A under the Act shall have been taken or, to the knowledge of the Company, shall be contemplated or threatened by the Commission and no injunction, restraining order or order of any nature by any Federal or state court of competent jurisdiction shall have been issued as of the Closing Date which would prevent the issuance of the Securities.

(iii) Subsequent to the execution and delivery of this Agreement, there shall not have occurred any (i) change, or any development involving a prospective change, in or affecting the condition (financial or otherwise), earnings, business or properties of the Company and its subsidiaries taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Registration Statement, the General Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto), the effect of which is, in the sole judgment of the Underwriter, so material and adverse as to make it impractical or inadvisable to proceed with the public offering, sale or delivery of the Securities, (ii) decrease in the rating of any of any of the Company's securities by any "nationally recognized statistical rating organization" (as defined in Section 3(a)(62) of the Exchange Act) or any notice given of any intended or potential decrease in any such rating or of a possible change in any such rating that does not indicate the direction of the possible change, (iii) change in U.S. or international financial, political or economic conditions or currency exchange rates or exchange controls

as would, in the sole judgment of the Underwriter, be likely to prejudice materially the success of the proposed issue, sale or distribution of the Securities, whether in the primary market or in respect of dealings in the secondary market, (iv) suspension or material limitation of trading in securities generally on the NYSE or any establishment of minimum prices on such exchange, (v) suspension of trading of any securities issued or guaranteed by the Company on any exchange or in any over-the-counter market, (vi) declaration of a general banking moratorium on commercial banking activities by The Netherlands, Ireland or U.S. federal or New York State authorities, or (vii) outbreak or escalation of hostilities, declaration by The Netherlands, Ireland or the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Underwriter, impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by this Agreement.

(iv) The Underwriter shall have received an opinion, dated as of the Closing Date and addressed to the Underwriter, of NautaDutilh N.V., Dutch counsel for the Company, substantially in the form heretofore agreed upon among the Company and the Underwriter.

(v) The Underwriter shall have received an opinion and letter, dated as of the Closing Date and addressed to the Underwriter, of Cravath, Swaine & Moore LLP, U.S. counsel for the Company, substantially in the form heretofore agreed upon among the Company and the Underwriter.

(vi) The Underwriter shall have received an opinion, dated as of the Closing Date and addressed to the Underwriter, of Latham & Watkins, LLP, U.S. counsel for the Selling Shareholders, substantially in the form heretofore agreed upon among the Selling Shareholders and the Underwriter.

(vii) The Underwriter shall have received an opinion, dated as of the Closing Date and addressed to the Underwriter, of Clifford Chance LLP, Dutch counsel for the Selling Shareholders, substantially in the form heretofore agreed upon among the Company and the Underwriter.

(viii) The Underwriter shall have received an opinion, dated as of the Closing Date and addressed to the Underwriter, of Maples Group, Cayman Islands counsel for the Selling Shareholders, substantially in the form heretofore agreed upon among the Company and the Underwriter.

(ix) The Underwriter shall have received from Simpson Thacher & Bartlett LLP, U.S. counsel for the Underwriter, such opinion or letter, dated as of the Closing Date and addressed to the Underwriter, with respect to the sale of the Securities, the Registration Statement, the General Disclosure Package, the Prospectus and other related matters as the Underwriter may require, and the Company and the Selling Shareholders shall have furnished to such counsel such documents as they reasonably request for the purpose of enabling them to pass upon such matters.

(x) The Company shall have furnished to the Underwriter a certificate of the Company, signed by (x) the Chairman of the Board or the Chief Executive Officer of the Company and (y) the principal financial or accounting officer of the Company, dated the Closing Date, to the effect that the signers of such certificate have carefully examined the Registration Statement, the General Disclosure Package, the Prospectus and this Agreement and that:

(i) the representations and warranties of the Company in this Agreement are true and correct on and as of the Closing Date with the same effect as if made on the Closing Date, and the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date; and

(ii) since the date of the most recent financial statements included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus, there has been no material adverse change or development that could reasonably be expected to, singly or in the aggregate, result in a material adverse change in the condition (financial or otherwise), earnings, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Registration Statement, the General Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto).

(xi) The Company shall have complied with any request by the Underwriter with respect to the furnishing of copies of the Prospectus in compliance with the provision of Section 5(a)(viii) hereof.

(xii) The Underwriter shall have received a certificate, dated as of the Closing Date, of the Chief Executive Officer or any Executive Vice President of each Selling Shareholder in which such individual shall state, in the signer's capacity as an officer and on behalf of such Selling Shareholder that, to the best of the signer's knowledge: (i) the representations and warranties of such Selling Shareholder in this Agreement are true and correct on and as of the Closing Date, with the same effect as if made on the Closing Date; and (ii) such Selling Shareholder has complied with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date.

(xiii) The Underwriter shall have received as of the Closing Date, satisfactory evidence of the good standing of the Company and its subsidiaries in their respective jurisdictions of organization and their good standing as foreign entities in such other jurisdictions as the Underwriter may reasonably request, in each case in writing or any standard form of telecommunication from the appropriate governmental authorities of such jurisdictions.

(xiv) The Securities to be delivered on the Closing Date shall be listed on the NYSE.

(xv) On or prior to the Closing Date, the Company and the Selling Shareholders shall have furnished to the Underwriter such further information, certificates and documents as the Underwriter may reasonably request.

(xvi) The Selling Shareholders and the Company each, severally and not jointly, agree to furnish the Underwriter with such conformed copies of such opinions, certificates, letters and documents as the Underwriter reasonably request. The Underwriter may in its sole discretion waive compliance with any conditions to the obligations of the Underwriter hereunder, whether in respect of the Closing Date or otherwise.

(xvii) Concurrently with or prior to the Closing Date (i) the Selling Shareholders shall have entered into the Unwind Agreements (ii) and the Selling Shareholder and the Company shall have entered into the Settlement Agreement and shall in each case have taken such actions as necessary to consummate the termination of the Funded Collar Transactions.

If any of the conditions specified in this Section 6 shall not have been fulfilled when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be reasonably satisfactory in form and substance to the Underwriter and counsel for the Underwriter, this Agreement and all obligations of the Underwriter hereunder may be canceled at, or at any time prior to, the Closing Date by the Underwriter. Notice of such cancellation shall be given to the Company and the Selling Shareholders in writing (including via electronic mail) or by telephone or facsimile confirmed in writing.

7. Indemnification and Contribution. (a) The Company will indemnify and hold harmless the Underwriter, its directors, officers, employees, and agents and the affiliates of the Underwriter and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, against any and all losses, claims, damages or liabilities, joint or several, to which any such person or entity may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereto or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or (ii) any untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, in the Prospectus, any Issuer Free Writing Prospectus, any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Act, any other Free Writing Prospectus or "written communication" (as defined in Rule 405 under the Act), the General Disclosure Package (or, in each case, any amendment or supplement to any of the foregoing, including the General

Disclosure Package as subsequently amended or supplemented), or caused by any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and will reimburse each indemnified party for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action as such expenses are incurred; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement in or omission or alleged omission made in reliance upon and in conformity with the Underwriter Information or the Selling Shareholder Information.

(b) Each Selling Shareholder will indemnify and hold harmless the Underwriter and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, against any and all losses, claims, damages or liabilities, joint or several, to which any such person or entity may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereto or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or (ii) or any untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, in the Prospectus, any Issuer Free Writing Prospectus, or the General Disclosure Package (or, in each case, any amendment or supplement to any of the foregoing, including the General Disclosure Package that has subsequently been amended or supplemented), or caused by any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case, to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission relates to the Selling Shareholder Information; and will reimburse each indemnified party for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action as such expenses are incurred.

(c) The Underwriter will indemnify and hold harmless the Company, its directors, officers, employees, agents and affiliates and each person, if any, who controls the Company within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, and the Selling Shareholders and each person, if any, who controls the Selling Shareholders within the meaning of Section 15 of the Act or Section 20 of the Exchange Act against any and all losses, claims, damages or liabilities to which any such person or entity may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereto or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or (ii) any untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Prospectus or the General Disclosure Package (or, in each case, any amendment or

supplement to any of the foregoing, including the General Disclosure Package as subsequently amended or supplemented) or caused by any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with the written information furnished to the Company by or on behalf of such Underwriter expressly for use in the Registration Statement, the General Disclosure Package and the Prospectus (the "Underwriter Information") and will reimburse any legal or other expenses reasonably incurred by an indemnified party in connection with investigating or defending any such loss, claim, damage, liability or action as such expenses are incurred; it being understood and agreed upon that the Underwriter Information consists only of (i) the name of the Underwriter, (ii) the sentence related to concessions and reallowances and (iii) the information under the heading "Price Stabilization, Short Positions and Penalty Bids" under the caption "Underwriting" in the Prospectus.

(d) Promptly after receipt by an indemnified party under this Section 7 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under paragraph (a), (b) or (c) above, notify the indemnifying party of the commencement thereof; but the failure to notify the indemnifying party (i) shall not relieve it from any liability that it may have under paragraph (a), (b) or (c) above except and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a), (b) or (c) above. The indemnifying party shall be entitled to appoint counsel (including local counsel) of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel, other than one local counsel in each jurisdiction in which proceedings have been brought, if not appointed by the indemnifying party or retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be reasonably satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel (including local counsel) to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties that are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of

the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent (x) includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any indemnified person.

(e) If the indemnification provided for in this Section 7 is unavailable or insufficient to hold harmless an indemnified party under subsection (a), (b) or (c) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) for which indemnification is provided by an indemnifying party therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities referred to in subsection (a), (b) or (c) above (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Selling Shareholders, on the one hand, and the Underwriter on the other, respectively, from the offering of the Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law or if unavailable for any reason, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company and the Selling Shareholders, on the one hand, or the Underwriter, on the other, respectively, in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof) from the offering of the Securities as well as any other relevant equitable considerations. The relative benefits received by the Company and the Selling Shareholders, on the one hand, and the Underwriter, on the other, shall be deemed to be in the same respective proportions as the net proceeds (after deducting underwriting commissions and discounts, but before deducting expenses) received by the Selling Shareholders from the sale of the Securities and the total underwriting discounts and commissions received by the Underwriter in connection therewith, in each case as set forth on the cover page of the Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company and the Selling Shareholders, on the one hand, and the Underwriter on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to in the first sentence of this subsection (e) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any action or claim which is the subject of this subsection (e). The Company, the Selling Shareholders and the Underwriter agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this subsection (e), (1) no Underwriter shall be required to contribute any amount in excess of the amount by which the underwriting

discounts and commissions received by such Underwriter with respect to the offering of the Securities exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission and (2) the Selling Shareholders shall not be required to contribute any amount in excess of the amount by which (A) the net proceeds received by the Selling Shareholders from the sale of Securities exceeds (B) the amount of any damages which the Selling Shareholders have otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this subsection (e), (i) each person who controls an Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act and director, officer, employee, agent and affiliate of an Underwriter shall have the same rights to contribution as such Underwriter, (ii) each person who controls the Company within the meaning of Section 15 of the Act or Section 20 of the Exchange Act and each director, officer, employee, agent and affiliate of the Company shall have the same rights to contribution as the Company and (iii) each person who controls the Selling Shareholders within the meaning of Section 15 of the Act or Section 20 of the Exchange Act and each director, officer, employee, agent and affiliate of the Selling Shareholders shall have the same rights to contribution as the Selling Shareholders, subject in each case to the applicable terms and conditions of this subsection (e).

(f) The obligations of the Company and the Selling Shareholders under this Section shall be in addition to any liability which the Company and the Selling Shareholders may otherwise have.

8. Termination; Survival of Certain Representations and Obligations; Certain Expenses If any of the conditions set forth in Section 6 hereof are not satisfied on or prior to the Closing Date or the parties hereto breach their obligations hereunder, this Agreement and the obligations hereunder may be terminated by the Underwriter in its absolute discretion. The reimbursement, indemnification and contribution agreements contained in this Agreement and the representations, warranties and covenants in this Agreement shall remain in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Underwriter or any controlling person of the foregoing, or by or on behalf of the Company or its directors or officers or by or on behalf of the Selling Shareholders or their directors or officers and (iii) delivery of and payment for the Securities under this Agreement and the sale of the Securities. If this Agreement is terminated pursuant to this Section 8 or if for any reason the purchase of the Securities by the Underwriter is not consummated, each of the Selling Shareholders and the Company shall remain responsible for the expenses to be paid or reimbursed by it pursuant to Section 7 and the respective obligations of the Company, the Selling Shareholders and the Underwriter pursuant to Section 7 shall remain in effect, and if any Securities have been purchased hereunder the representations and warranties in Section 2 and all obligations under Section 5 shall also remain in effect. In addition, if the purchase of the Securities by the Underwriter is not consummated for any reason, other than the termination of this Agreement pursuant to Section 9 hereof, the Selling Shareholders will reimburse the Underwriter for all out-of-pocket expenses (including fees and disbursements of counsel) reasonably incurred by them in connection with the offering of the Securities. The provisions of Sections 7 and Section 8 hereof shall survive the termination or cancellation of this Agreement.

9. [RESERVED]

10. Notices. All communications hereunder will be in writing and effective only upon receipt, if sent to the Underwriter, will be mailed, delivered or telefaxed and confirmed to the Underwriter: Citigroup Global Markets Inc., 388 Greenwich Street, New York, New York 10013 Attention: General Counsel, facsimile number 1-646-291-1469; or, if sent to the Company, will be mailed, delivered or telefaxed and confirmed to AerCap Holdings N.V., at AerCap House, 65 St. Stephen's Green, Dublin D02 YX20, Ireland, Attention: Legal Department; or, if sent to the Selling Shareholders, will be mailed, delivered or telefaxed and confirmed to Waha AC Cooperatief U.A., at Waha AC Coöperatief U.A., Teleportboulevard 140, 1043 EJ Amsterdam, The Netherlands and Avia Holding Limited c/o Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands, with a copy to Waha Capital PJSC, Level 43, Tower 3, Etihad Towers, P.O. Box 28922, Abu Dhabi, United Arab Emirates.

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

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. 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.

13. No Advisory or Fiduciary Responsibility. The Company, the Selling Shareholders and the Underwriter acknowledge and agree that (i) the purchase and sale of the Securities pursuant to this Agreement is an arm's-length commercial transaction between the Company, and/or the Selling Shareholders, on the one hand, and the Underwriter, on the other, (ii) in connection therewith and with the process leading to such transaction the Underwriter is acting solely as a principal and not the agent or fiduciary of the Company or the Selling Shareholders, (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favor of the Company or the Selling Shareholders with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company or the Selling Shareholders on other matters) or any other obligation to the Company or the Selling Shareholders except the obligations expressly set forth in this Agreement, and (iv) each of the Company and the Selling Shareholders has consulted its own legal and financial advisors to the extent it deemed appropriate. Each of the Company and the Selling Shareholders agrees that it will not claim that any Underwriter has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company or the Selling Shareholders, in connection with such transaction or the process leading thereto. Furthermore, the Company and the Selling Shareholders agree that they are solely responsible for making their own judgments in connection with the offering (irrespective of whether any of the Underwriter has advised or is currently advising the Company or the Selling Shareholders on related or other matters).

14. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PRINCIPLES THAT WOULD APPLY THE LAW OF ANOTHER JURISDICTION.

15. Integration. This Agreement supersedes all prior agreements and understanding (whether written or oral) between the Company and the Underwriter, or any of them, with respect to the subject matter hereof.

16. Jurisdiction. The Company and the Selling Shareholders hereby submit to the exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby and irrevocably and unconditionally waive any objections to the laying of venue of any such suit or proceeding arising out of or relating to this Agreement or any transactions contemplated hereby in a Federal or state court in the Borough of Manhattan in The City of New York, and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit or proceeding in any such court has been brought in an inconvenient forum. The Company irrevocably appoints CT Corporation System, with offices at 28 Liberty Street, New York, NY, 10005, as its authorized agent in the Borough of Manhattan in The City of New York upon which process may be served in any such suit or proceeding. The Company agrees that service of process upon such agent, and written notice of said service to the Company by the person serving the same to the address provided in Section 10, shall be deemed in every respect effective service of process upon the Company in any such suit or proceeding. The Company further agrees to take any and all action as may be necessary to maintain such designation and appointment of such agent in full force and effect for a period of seven years from the date of this Agreement. The Selling Shareholders irrevocably appoint CT Corporation System, with offices at 28 Liberty Street, New York, NY, 10005, as their authorized agent in the Borough of Manhattan in The City of New York upon which process may be served in any such suit or proceeding. The Selling Shareholders agree that service of process upon such agent, and written notice of said service to the Selling Shareholders by the person serving the same to the address provided in Section 10, shall be deemed in every respect effective service of process upon the Selling Shareholders in any such suit or proceeding. The Selling Shareholders further agrees to take any and all action as may be necessary to maintain such designation and appointment of such agent in full force and effect for a period of seven years from the date of this Agreement.

17. Waiver of Jury Trial. The Company, the Selling Shareholders and the Underwriter irrevocably waive, to the fullest extent permitted by law, any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

18. Waiver of Immunity. With respect to any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, each party irrevocably waives, to the fullest extent permitted by applicable law, all immunity (whether on the basis of sovereignty or otherwise) from jurisdiction, service of process, attachment (both before and after judgment) and execution to which it might otherwise be entitled, and with respect to any such suit or proceeding, each party waives any such immunity in any court of competent jurisdiction, and will not raise or claim or cause to be pleaded any such immunity at or in respect of any such suit or proceeding, including, without limitation, any immunity pursuant to the U.S. Foreign Sovereign Immunities Act of 1976, as amended.

19. Currency. The obligation of the Company or the Selling Shareholders in respect of any sum due to any Underwriter shall, notwithstanding any judgment in a currency other than United States dollars, not be discharged until the first Business Day, following receipt by such Underwriter of any sum adjudged to be so due in such other currency, on which (and only to the extent that) such Underwriter may in accordance with normal banking procedures purchase United States dollars with such other currency; if the United States dollars so purchased are less than the sum originally due to such Underwriter hereunder, the Company and the Selling Shareholders agree, as a separate obligation and notwithstanding any such judgment, to indemnify such Underwriter against such loss. If the United States dollars so purchased are greater than the sum originally due to such Underwriter hereunder, such Underwriter agrees to pay to the Company or the Selling Shareholders an amount equal to the excess of the dollars so purchased over the sum originally due to such Underwriter hereunder.

20. Recognition of the U.S. Special Resolution Regimes In the event that the Underwriter is a Covered Entity and becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from the Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States. In the event that the Underwriter is a Covered Entity or a BHC Act Affiliate of the Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against the Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States. For the purposes of this Section 20:

(a) "BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

(b) "Covered Entity" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

(c) "Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

(d) "U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

[SIGNATURE PAGES FOLLOW]

If the foregoing is in accordance with the Underwriter's understanding of our agreement, kindly sign and return to the Company one of the counterparts hereof, whereupon it will become a binding agreement among the Company, the Selling Shareholders and the Underwriter in accordance with its terms.

Very truly yours,

AERCAP HOLDINGS N.V.

By: _____
Name:
Title:

(*Signatures continue on the next page*)

WAHA AC COOPERATIEF U.A.

By: _____
Name:
Title:

[●]

By: _____
Name:
Title:

AVIA HOLDING LIMITED

By: _____
Name:
Title:

[●]

By: _____
Name:
Title:

(*Signatures continue on the next page*)

The foregoing Agreement is
hereby confirmed and accepted
as of the date hereof.

CITIGROUP GLOBAL MARKETS INC.

By: **CITIGROUP GLOBAL MARKETS INC**

By: _____
Name:
Title:

SCHEDULE I

Selling Shareholder	Number of Securities To Be Sold
Waha AC Coopertief U.A.	201,171
Avia Holding Limited	3,798,829
Total	4,000,000

SCHEDULE II

Underwriter	Number of Securities To Be Purchased
Citigroup Global Markets Inc.	4,000,000
Total	4,000,000

SCHEDULE III

Pricing Information

Free Writing Prospectus

1. Press release issued by the Company and filed as a free writing prospectus on December 2, 2019

Pricing Information Provided Orally by the Underwriter

1. Public Offering Price Per Ordinary Share: As to each investor, the price per Ordinary Share shall be the price paid by such investor.

2. Securities: 4,000,000

SCHEDULE IV

Issuer Free Writing Prospectuses

Free Writing Prospectus, dated December 2, 2019, of the Company.

EXHIBIT A

Exhibit 99.44

EXECUTION VERSION

REPURCHASE AGREEMENT

This REPURCHASE AGREEMENT (this "Agreement") is entered into as of December 2, 2019, by and among AerCap Holdings N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands (the "Company"), Waha Capital PJSC, a public joint stock company with limited liability formed in the Emirate of Abu Dhabi, United Arab Emirates ("Waha Capital"), Avia Holding Limited, a limited liability company organized under the laws of the Cayman Islands (the "Seller") and a wholly owned subsidiary of Waha Capital, and Waha AC Coöperatief U.A., a cooperative with excluded liability incorporated under the laws of the Netherlands ("Waha" and, together with Waha Capital, the "Waha Parties").

Background

A. The Seller and Waha intend to conduct an underwritten public offering (the "Public Offering") of 4,000,000 ordinary shares (the "Underwritten Shares"), par value €0.01 per share, of the Company ("Ordinary Shares").

B. On September 2, 2014, Waha entered into funded collar confirmations (the transactions governed thereby, the "Funded Collar Transactions") with each of Deutsche Bank AG, London Branch ("DB"), Nomura International plc ("Nomura") and Citibank N.A., London Branch ("Citi", and together with DB, and Nomura, the "Funded Collar Counterparties") with respect to a number of Ordinary Shares. On August 15, 2019, Waha transferred by novation to the Seller each of the Funded Collar Transactions. Some of the Ordinary Shares beneficially owned by the Seller are currently pledged to the Funded Collar Counterparties in support of the Seller's obligations under the Funded Collar Transactions (such Ordinary Shares, the "Pledged Shares").

C. On the date hereof, (x) the Seller and each Fund Collar Counterparty entered into unwind agreements terminating each Funded Collar Transaction and (y) the Company, the Seller, the Funded Collar Counterparties and Citigroup Global Markets Inc. (the "Underwriter") entered into that certain settlement agreement (the "Settlement Agreement"), providing, *inter alia*, for (i) the delivery of certain Pledged Shares by one or more of the Funded Collar Counterparties to the Company on behalf of the Seller and (ii) the release by the Funded Collar Counterparties of any security interest or lien over such Pledged Shares at the time of such delivery.

D. In connection with the Public Offering, the Seller desires to sell and transfer to the Company, at the price and upon the terms and conditions set forth in this Agreement, 2,427,790 Ordinary Shares (the "Purchased Shares").

E. The Company desires to purchase and acquire the Purchased Shares at the price and upon the terms and conditions set forth in this Agreement (the "Purchase").

F. Concurrently with the execution and delivery of this Agreement, each of Salem Al Noaimi and Homaid Al Shimmari has delivered to the Company resignation letters, copies of which are attached hereto as Exhibit A-1 and Exhibit A-2, respectively, pursuant to which each of them will resign from the board of directors of the Company, effective upon the sale of any Ordinary Shares pursuant to the Public Offering.

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) At the Closing (as defined below), subject to the satisfaction of the conditions set forth in paragraph l(c) below, the Seller hereby agrees to transfer, assign, sell, convey and deliver to the Company 100% of its right, title and interest in and to the Purchased Shares, free and clear of all liens, encumbrances or other claims, and, subject to the satisfaction of the conditions set forth in paragraph 1(b) below, the Company hereby agrees to purchase and acquire the Purchased Shares, in each case for a purchase price per Purchased Share equal to $59.66, which is the per share price at which the Seller will sell the Underwritten Shares to the Underwriter in the Public Offering (the "Per Share Purchase Price").

(b) The obligation of the Company to purchase the Purchased Shares from the Seller against payment of the Purchase Price (as defined below) shall be subject to (i) the closing of the Public Offering, (ii) the representations and warranties of the Seller and the Waha Parties set forth herein being true and correct in all material respects as of the Closing and (iii) the Seller and the Waha Parties having complied in all material respects with all of the covenants required to be performed by the Seller or the Waha Parties on or prior to the Closing.

(c) The obligation of the Seller to sell the Purchased Shares to the Company shall be subject to (i) the closing of the Public Offering and (ii) the representations and warranties of the Company set forth herein being true and correct in all material respects as of the Closing.

(d) Pursuant to the Settlement Agreement, the Seller shall deliver the Purchased Shares to the Company through the facilities of The Depository Trust Company ("DTC") against payment of the Purchase Price. The closing of the sale and purchase of the Purchased Shares (the "Closing") shall take place remotely via electronic exchange of documents and signatures immediately following the closing of the Public Offering, or at such other time and place as may be agreed upon by the Company and the Seller.

(e) At the Closing, the Company shall deliver to the Seller, by wire transfer of immediately available funds to the account of the Seller set forth below, an amount equal to (i) $144,841,951.40, which is the product of the Per Share Purchase Price and 2,427,790 (such product, the "Purchase Price"), less (ii) $581,882.27 of expense reimbursement pursuant to Section 4 below.

Avia Holding Limited: 145-44668-12
Name of Bank: Bank of New York
ABA Number of Bank: ABA 021000018
Name of Account: F/A/O DB Securities Inc.
Account Number at Bank: # 8900327634

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

(a) The Company has been duly incorporated and is validly existing as a public limited liability company under the laws of the Netherlands. 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, singly 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, including within the authorization granted to the Company's board of directors by the April 24, 2019 annual general meeting of the Company to acquire the Company's own shares up to 10% of the issued share capital, 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 charter, by-laws, memorandum and articles of association or similar organizational documents of the Company or any of its subsidiaries, (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 for, in the cases of clauses (ii) and (iii) above, any such contravention that would not, singly or in the aggregate, have a Company Material Adverse Effect.

(e) The Company is not required to withhold Dutch dividend withholding tax from dividend distributions paid to, or on repurchases of Ordinary Shares from, non-Dutch tax resident shareholders.

(f) Pursuant to article 4 of the convention between the government of the Kingdom of the Netherlands and the government of Ireland for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income and capital (the "Treaty"), the Company qualifies solely as a tax resident of Ireland for purposes of the Treaty.

(g) The Company does not consider itself an "affiliated purchaser" of any Selling Shareholder within the meaning of regulation M under the Securities Exchange Act of 1934 ("Regulation M").

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

(a) Each of the Seller and the Waha Parties has been duly incorporated or formed, as applicable, and is validly existing under the laws of its respective jurisdiction, with power and authority (corporate, cooperative or other) 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 and the Waha Parties 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, singly or in the aggregate, have a material adverse effect on the ability of the Seller or any of the Waha Parties 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 the Waha Parties and constitutes a valid and binding agreement of the Seller and the Waha Parties, 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 and the Waha Parties with the provisions of this Agreement and the consummation of the transactions contemplated herein will not contravene (i) the articles of incorporation, membership agreement or similar organizational documents of the Seller, any of the Waha Parties or any of Waha Capital's subsidiaries, (ii) any agreement or other instrument binding upon the Seller, any of the Waha Parties or any of Waha Capital's 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, any of the Waha Parties or any of Waha Capital's subsidiaries, except for, in the cases of clauses (ii) and (iii) above, such contravention that would not, singly or in the aggregate, have a Seller Material Adverse Effect.

(e) As of the date hereof and immediately prior to the delivery of the Purchased Shares to the Company at the Closing, the Seller holds good and valid title to the Purchased Shares, has held such good and valid title to the Purchase Shares since August 15, 2019 (except to the extent such Purchased Shares were rehypothecated by any of the Collar Counterparties between August 15, 2019 and the date hereof) and holds, and will hold until delivered to the Company, such Purchased Shares free and clear of all liens, encumbrances or other claims, other than liens in favor of the Funded Collar Counterparties (it being understood that upon delivery to the Company, such Purchased Shares will be free and clear of such liens).

(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 Purchase. The Seller has had full access to such information concerning the Company and the Purchase as it has requested. The Seller has received all information that it believes is necessary or appropriate in connection with the Purchase. 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.

(h) Each of the Seller and Waha does not consider itself to be an "affiliated purchaser" of the Company within the meaning of Regulation M.

(i) Waha AV Participations B.V., a private limited liability company incorporated under the laws of the Netherlands, has been liquidated and is not validly existing, and no affiliate of Waha Capital, other than the Seller and the Waha Parties, is required to execute this Agreement or any other agreement in order to effectuate the termination of the agreements pursuant to Section 6 below.

4. Expenses. The Seller and the Waha Parties agree to pay directly or reimburse the Company, as the case may be, for all costs and expenses of the Company relating to the Purchase or the Public Offering, including: (i) the preparation of any documents in connection with the transactions contemplated herein, including, without limitation, the Public Offering; (ii) the preparation and filing under the Securities Act of 1933, as amended (the "Securities Act"), of any registration statement, prospectus, free writing prospectus and issuer free writing prospectus, and any and all Securities and Exchange Commission ("SEC") filing or registration fees, in connection with the Public Offering, including all exhibits, amendments and supplements thereto, and the distribution thereof; (iii) the printing or reproduction and delivery of such copies of the materials contained in any registration statement or any prospectus in connection with the Public Offering, and all amendments or supplements to either of them, as may, in each case, be reasonably requested for use in connection with the Public Offering; (iv) the delivery of the Underwritten Shares; (v) the printing or reproduction and delivery of all other agreements or documents printed or reproduced and delivered in connection with the transactions contemplated herein; (vi) all expenses and application fees incurred in connection with any book-entry transfer by DTC and any filing with, and clearance of the Public Offering by, the Financial Industry Regulatory Authority; (vii) any registration or qualification of the

Underwritten Shares for offer and sale under the securities or blue sky laws of the several states and any other jurisdictions the Underwriter in the Public Offering may designate (including filing fees and the reasonable fees and expenses of counsel for the Underwriter relating to such registration and qualification); (viii) the fees and expenses of the Company's accountants and the fees and expenses of counsel (including local counsel) for the Company; (ix) the cost of preparing any stock certificates; (x) the cost or charges of any transfer agent or any registrar; (xi) any transfer, documentary, stamp or similar issue taxes applicable to the sale of the Underwritten Shares and the Purchased Shares; and (xii) all other costs and expenses incident to the performance by the Company of its obligations pursuant to this Agreement or the Public Offering. The Seller and the Waha Parties shall perform the obligations set forth in this Section 4 whether or not the Public Offering closes or the Company purchases the Purchased Shares pursuant to this Agreement, unless the Public Offering does not close or the Purchased Shares are not purchased because the condition to the obligation of the Seller set forth in paragraph 1(c)(ii) has not been satisfied or because of any refusal, inability or failure on the part of the Company (1) to perform any agreement in, or comply with any provision of, any underwriting agreement the Seller, Waha and the Company may enter into in connection with the Public Offering or (2) to pay the Purchase Price pursuant to paragraph 1(e) above, in each case other than by reason of a breach by the Seller or any of the Waha Parties of such underwriting agreement or this Agreement, as applicable. For the avoidance of doubt, (i) the Company shall pay its internal expenses in connection with the performance of, and compliance with, this Agreement and (ii) the deduction of the expense amount from the Purchase Price pursuant to paragraph 1(e)(ii) above only represents reimbursement of (A) expenses invoiced on or prior to the business day prior to the date hereof and (B) the SEC filing or registration fees to be incurred by the Company in connection with the Public Offering, and is not full satisfaction by the Seller or the Waha Parties of their obligations hereunder.

5. Indemnification and Contribution.

(a) The Company agrees to indemnify and hold harmless, and hereby does indemnify and hold harmless, the Seller and the Waha Parties, their affiliates and their respective officers, directors and partners and each person who controls the Seller or any of the Waha Parties (within the meaning of the Securities Act) against any losses, claims, damages and liabilities, joint or several, to which the Seller, the Waha Parties or any such affiliate, officer, director, partner or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon (i) any untrue or alleged untrue statement of material fact contained in any registration statement, prospectus or preliminary prospectus in connection with the Public Offering, or any amendment thereof or supplement thereto, or (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading and the Company will pay and reimburse the Seller and each such affiliate, officer, director, partner and controlling person for any legal or any other expenses actually and reasonably incurred by them in connection with investigating, defending or settling any such loss, claim, liability, action or proceeding; provided that the Company will not be liable in any such case to the extent that any such loss, claim, damage, liability (or action or proceeding in respect thereof) or expense arises out of or is based upon an untrue statement or alleged untrue statement, or omission or alleged omission, made in any such registration statement, prospectus or preliminary prospectus in

connection with the Public Offering or any amendment or supplement thereto, in reliance upon, and in conformity with, written information prepared and furnished to the Company by the Seller or any of the Waha Parties expressly for use therein, including any Seller Information (as defined below), or by the Seller or Waha's failure to deliver a copy of any registration statement or prospectus or any amendment or supplement thereto after the Company has furnished the Seller or Waha with a sufficient number of copies of the same. "Seller Information" means (I) any information related to the Funded Collar Transactions, including any termination and/or unwinding of such Funded Collar Transactions, the number of Underwritten Shares, the Seller, the Waha Parties, the ownership of the Company's securities by the Seller or any of the Waha Parties, and involvement by the Seller or any of the Waha Parties in the transactions contemplated by any of the Funded Collar Transactions, including any termination and/or unwinding of such Funded Collar Transactions, or the Seller or Waha's entry into any underwriting in connection with the Public Offering, and (II) any information related to hedging by any dealers or underwriters (and/or their affiliates) and any other market activity by any dealers or underwriters (and/or their affiliates), in each case in connection with the transactions contemplated by the Funded Collar Transactions, including any termination and/or unwinding of such Funded Collar Transactions, or any underwriting agreement the Seller or Waha entered into in connection with the Public Offering.

(b) The Seller and the Waha Parties agree to indemnify and hold harmless the Company, its directors and officers and each other person who controls the Company (within the meaning of the Securities Act) against any losses, claims, damages and liabilities, joint or several, to which the Company or any such director, officer, or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon (i) any untrue or alleged untrue statement of material fact contained in any registration statement, prospectus or preliminary prospectus in connection with the Public Offering, or any amendment thereof or supplement thereto, or (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is made in such registration statement, prospectus or preliminary prospectus, or any amendment or supplement thereto, in reliance upon and in conformity with written information prepared and furnished to the Company by the Seller or any of the Waha Parties expressly for use therein, including the Seller Information, and the Seller or the Waha Parties will reimburse the Company and each such director, officer, and controlling person for any legal or any other expenses actually and reasonably incurred by them in connection with investigating, defending or settling any such loss, claim, liability, action or proceeding; provided that the obligation to indemnify and hold harmless will be limited to the net amount of proceeds received by the Seller from the sale of the Underwritten Shares and the Purchased Shares (prior to any reimbursement of the Company's expenses pursuant hereto).

(c) Any person entitled to indemnification hereunder will (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party will not

be subject to any liability for any settlement made by the indemnified party without its consent (such consent not to be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim will not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim.

(d) The indemnification provided for under this Agreement will remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person of such indemnified party and will survive the delivery of and payment for the Purchased Shares and the termination of this Agreement.

(e) If the indemnification provided for in this Section 5 is legally unavailable to an indemnified party with respect to any loss, liability, claim, damage or expense referred to therein, then the indemnifying party, in lieu of indemnifying such indemnified party thereunder, will contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage or expense in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other hand in connection with the statements or omissions that resulted in such loss, liability, claim, damage or expense as well as any other relevant equitable considerations. The relevant fault of the indemnifying party and the indemnified party will be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. Notwithstanding the foregoing, the amount the Seller and the Waha Parties will be obligated to contribute pursuant to this Section 5(e) will be limited to net amount of proceeds received by the Seller from the sale of Underwritten Shares and the Purchased Shares (prior to any reimbursement of the Company's expenses pursuant hereto, and less the aggregate amount of any damages that the Seller and the Waha Parties have otherwise been required to pay in respect of such loss, claim, damage, liability or action or any substantially similar loss, claim, damage, liability or action arising from the sale of the Underwritten Shares).

6. Termination of Other Agreements. Upon the closing of the Public Offering, the Company shall no longer have any obligation, and Waha and Waha Capital, and their affiliates, shall automatically and without any further action surrender all of their rights under (i) the Subscription Agreement, dated October 25, 2010 (the "Subscription Agreement"), by and among the Company, Waha and Waha Capital, as Guarantor (as defined therein), including, without limitation, sections 6, 7 or 8 of the Subscription Agreement, and (ii) the Framework Agreement, dated October 25, 2010, by and among the Company, the Waha Parties, Waha AV Participations B.V., AerLift Leasing Limited and AerCap AerVenture Holding B.V., and each such agreement shall terminate to the extent not previously terminated. For the avoidance of doubt, upon the closing of the Public Offering, Waha and Waha Capital and their affiliates will no longer have any rights to propose or cause the Company to appoint any directors to the Company's board of directors under the Subscription Agreement or otherwise.

7. Termination. This Agreement shall automatically terminate and be of no further force and effect in the event that the conditions set forth in paragraphs 1(b) and 1(c) of this Agreement have not been satisfied on or prior to December 5, 2019.

8. 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 or the Waha Parties:

Avia Holding Limited
c/o Maples Corporate Services Limited
PO Box 309
Ugland House
Grand Cayman KY1-1104
Cayman Islands

Waha AC Cooperatief U.A.
at Waha AC Coöperatief U.A.
Teleportboulevard 140, 1043 EJ
Amsterdam
The Netherlands

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

Waha Capital PJSC
Level 43, Tower 3, Etihad Towers
P.O. Box 28922
Abu Dhabi
United Arab Emirates

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
Fax: (212) 474-3700

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.

9. 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, the Waha Parties 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.* Except for the provisions set forth in Section 5 above with respect to the indemnification of the indemnified persons referred to therein and their respective successors, which is intended to benefit and be enforceable by such indemnified persons and their respective successors, 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, the Seller and the Waha Parties 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, the Waha Parties and their affiliates and their respective directors, officers and partners, or by any person who controls the Seller or any of the Waha Parties, 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. Notwithstanding the foregoing, any action arising out of or based upon this Agreement may be instituted by the Seller, the Waha Parties and their affiliates and their respective directors, officers and partners, or by any person who controls the Seller or any of the Waha Parties, in any court of competent jurisdiction in the Netherlands or Ireland. The Seller and the Waha Parties hereby appoint CT Corporation System, with offices at 28 Liberty Street, New York, NY, 10005 as their authorized agent (the "Seller 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 Company, its directors and officers, or by any person who controls the Company, and expressly accepts the non-exclusive jurisdiction of any such court in respect of any such suit, action or proceeding. The Seller and the Waha Parties hereby represent and warrant that the Seller Authorized Agent has accepted such appointment and has agreed to act as said agent for service of process, and the Seller and the Waha Parties agree 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 Seller Authorized Agent shall be deemed, in every respect, effective service of process upon the Seller and the Waha Parties. Notwithstanding the foregoing, any action arising out of or based upon this Agreement may be instituted by the Company, its directors and officers, or by any person who controls the Company, in any court of competent jurisdiction in the Netherlands or United Arab Emirates.

(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*. The provisions of this Agreement may be amended, modified or waived only with the prior written consent of the Company, the Seller and the Waha Parties. 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, the Seller and the Waha Parties 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]

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

Company:

AERCAP HOLDINGS N.V.

By: _____
Name:
Title:

[Signature Page to Repurchase Agreement]

Seller:

AVIA HOLDING LIMITED

By: _____
Name:
Title: [Director A]

AVIA HOLDING LIMITED

By: _____
Name:
Title: [Director B]

WAHA AC COÖPERATIEF U.A.

By: _____
Name:
Title: [Director A]

WAHA AC COÖPERATIEF U.A.

By: _____
Name:
Title: [Director B]

[Signature Page to Repurchase Agreement]

WAHA CAPITAL PJSC

By: _____
Name:
Title: [Director A]

WAHA CAPITAL PJSC

By: _____
Name:
Title: [Director B]

[Signature Page to Repurchase Agreement]

Exhibit A-1

(See attached.)

RESIGNATION LETTER

Board of Directors
AerCap Holdings N.V.
AerCap House
65 St. Stephen's Green
Dublin D02 YX20
Ireland

December 2, 2019

Dear Sirs/Madams,

On December 2, 2019, AerCap Holdings N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands (the "Company"), Waha Capital PJSC, a public joint stock company with limited liability formed in the Emirate of Abu Dhabi, United Arab Emirates ("Waha Capital"), Avia Holding Limited, a limited liability company organized under the laws of the Cayman Islands (the "Seller") and a wholly owned subsidiary of Waha Capital, and Waha AC Coöperatief U.A., a cooperative with excluded liability incorporated under the laws of the Netherlands and a wholly owned subsidiary of Waha Capital, entered into a repurchase agreement (the "Repurchase Agreement") pursuant to which the Seller agreed to sell ordinary shares of the Company to the Company pursuant to the terms set forth therein.

I hereby voluntarily resign as of December 5, 2019 from my position as a member of the board of directors of the Company and any and all positions on any committees thereof of which I am a member, effective upon the sale of any ordinary shares of the Company pursuant to the Public Offering (as defined in the Repurchase Agreement), and confirm that I have no claim against the Company in respect of loss of office or otherwise.

By: _____
Name: Salem Rashid Al Noaimi
Title:

[Signature Page to Resignation Letter]

Exhibit A-2

(See attached.)

RESIGNATION LETTER

Board of Directors
AerCap Holdings N.V.
AerCap House
65 St. Stephen's Green
Dublin D02 YX20
Ireland

December 2, 2019

Dear Sirs/Madams,

On December 2, 2019, AerCap Holdings N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands (the "Company"), Waha Capital PJSC, a public joint stock company with limited liability formed in the Emirate of Abu Dhabi, United Arab Emirates ("Waha Capital"), Avia Holding Limited, a limited liability company organized under the laws of the Cayman Islands (the "Seller") and a wholly owned subsidiary of Waha Capital, and Waha AC Coöperatief U.A., a cooperative with excluded liability incorporated under the laws of the Netherlands and a wholly owned subsidiary of Waha Capital, entered into a repurchase agreement (the "Repurchase Agreement") pursuant to which the Seller agreed to sell ordinary shares of the Company to the Company pursuant to the terms set forth therein.

I hereby voluntarily resign as of December 5, 2019 from my position as a member of the board of directors of the Company and any and all positions on any committees thereof of which I am a member, effective upon the sale of any ordinary shares of the Company pursuant to the Public Offering (as defined in the Repurchase Agreement), and confirm that I have no claim against the Company in respect of loss of office or otherwise.

By: _____
Name: Homaid Al Shimmari
Title:

[Signature Page to Resignation Letter]