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

SCHEDULE 13D

Under the Securities Exchange Act of 1934

AerCap Holdings N.V.

(Name of Issuer)

Ordinary Shares, EUR 0.01 Nominal Value

(Title of Class of Securities)

N00985106

(CUSIP Number)

Brandon Smith
Chief Corporate, Securities & Finance Counsel
General Electric Company
5 Necco Street
Boston, Massachusetts 02210
617-443-3000

With a Copy to:

Scott A. Barshay
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1285 Avenue of the Americas
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(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

November 1, 2021

(Date of Event which Requires Filing of this Statement)

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

Note**:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7(b) for other parties to whom copies are to be sent.

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

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

1	NAME OF REPORTING PERSON General Electric Company		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) ☐ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (See Instructions) OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)		
6	CITIZENSHIP OR PLACE OF ORGANIZATION New York		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 111,500,000
		8	SHARED VOTING POWER 0
		9	SOLE DISPOSITIVE POWER 111,500,000
		10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 111,500,000		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 45.5%		
14	TYPE OF REPORTING PERSON (See Instructions) CO		

1	NAME OF REPORTING PERSON GE Capital Global Holdings, LLC		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) ☐ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (See Instructions) OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 111,500,000	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 111,500,000	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 111,500,000		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 45.5%		
14	TYPE OF REPORTING PERSON (See Instructions) CO		

1	NAME OF REPORTING PERSON GE Capital US Holdings, Inc.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) ☐ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (See Instructions) OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 111,500,000
		8	SHARED VOTING POWER 0
		9	SOLE DISPOSITIVE POWER 111,500,000
		10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 111,500,000		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 45.5%		
14	TYPE OF REPORTING PERSON (See Instructions) CO		

ITEM 1. SECURITY AND ISSUER.

This statement on Schedule 13D relates to the beneficial ownership of stock, nominal valueEUR 0.01 per share (the "Ordinary Shares"), of AerCap Holdings N.V., a Netherlands public limited liability company (the "Issuer"), which has its principal executive offices at AerCap House, 65 St. Stephen's Green, Dublin D02 YX20, Ireland.

ITEM 2. IDENTITY AND BACKGROUND.

(a) – (c), (f)

This Schedule 13D is being jointly filed by the following persons (collectively, the "Reporting Persons"):

1. General Electric Company ("GE"), a corporation incorporated under the laws of the State of New York. The principal business of GE is providing global high-tech industrial and financial services. The principal business address and principal office address of GE is 5 Necco Street, Boston, Massachusetts 02210.

2. GE Capital Global Holdings, LLC ("GE Capital Global Holdings"), a limited liability company formed under the laws of the State of Delaware. The principal business of GE Capital Global Holdings is providing financial services. The principal business address and principal office address of GE Capital Global Holdings is 901 Main Avenue, Norwalk, Connecticut 06851.

3. GE Capital US Holdings, Inc. ("GE Capital US Holdings"), a corporation incorporated under the laws of the State of Delaware. The principal business of GE is providing financial services. The principal business address and principal office address of GE Capital US Holdings is 901 Main Avenue, Norwalk, Connecticut 06851.

The name, business address, present principal occupation or employment and name, principal business and address of any corporation or other organization in which such employment is conducted and the citizenship of each director and executive officer of each of the Reporting Persons is set forth on Schedules I through III hereto and such Schedules are incorporated herein by reference.

(d) and (e)

During the last five years, no Reporting Person has been, nor, to the knowledge of any Reporting Person, has any person set forth on Schedules I through III been: (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

The Reporting Parties received 111,500,000 Ordinary Shares as partial consideration for the Sale (as defined below).

ITEM 4. PURPOSE OF TRANSACTION.

The Reporting Persons acquired the Ordinary Shares pursuant to the terms of the Transaction Agreement, dated as of March 9, 2021, as amended by Amendment No. 1, dated as of November 1, 2021 (as may be further amended or supplemented from time to time, the "Transaction Agreement"), by and among GE, GE Ireland USD Holdings ULC, GE Financial Holdings ULC, GE Capital US Holdings, the Issuer, AerCap US Aviation LLC, AerCap Aviation Leasing Limited and AerCap Ireland Capital DAC, pursuant to which GE sold its aviation leasing business, GE Capital Aviation Services, to the Issuer (the "Sale"). The purpose of the Sale was to further GE's transformation to a more focused, simpler and stronger high-tech industrial company. The Sale closed on November 1, 2021 (the "Closing Date"). GE received 111,500,000 Ordinary Shares, approximately $23 billion of cash and $1 billion of senior notes of the Issuer (the "AerCap Notes") as consideration for the Sale. The Ordinary Shares and AerCap Notes were issued to GE Capital US Holdings.

The Reporting Persons, as investors in the Issuer, intend to review continuously their investment in the Issuer, the Issuer's business affairs and general industry and economic conditions, and the Reporting Persons' other business opportunities and liquidity considerations. The Reporting Persons expect over time to dispose of all or a portion of the securities of the Issuer owned by them through open market sales, private agreements or otherwise. Additionally, the Reporting Persons may at any time and from time to time determine (subject to applicable law and the terms of (i) the Registration Rights Agreement, dated as of the Closing Date, between GE and the Issuer (as it may be amended from time to time, the "Registration Rights Agreement"), (ii) the Shareholders' Agreement, dated as of the Closing Date, between the GE, GE Capital US Holdings and the Issuer (as it may be amended from time to time, the "Shareholders' Agreement") and (iii) the Noteholder Agreement, dated as of the Closing Date, by and between the Issuer, AerCap Ireland Capital Designated Activity Company, AerCap Global Aviation Trust , AerCap Aviation Solutions B.V., AerCap Ireland Limited, AerCap U.S. Global Aviation LLC, International Lease Finance Corporation and GE Capital US Holdings (the "Noteholder Agreement")) to take an action which could involve one or more of the types of transactions contemplated in clauses (a) through (j) of Item 4 of Schedule 13D, including changes in the board of directors or management of the Issuer, including the filling of existing vacancies on the board of directors (as described in Item 6 below, GE currently has the right under the Shareholders' Agreement to nominate up to two directors to the Issuer's board of directors; GE has nominated one director and may, in accordance with its rights under the Shareholders' Agreement, nominate a second director from time to time).

Any action or actions the Reporting Persons might undertake in respect of the Issuer's securities will be dependent upon the Reporting Persons' review of numerous factors, including, among other things, the terms of the Shareholders' Agreement, the price level and liquidity of the Ordinary Shares; general market and economic conditions; ongoing evaluation of the Issuer's and the Reporting Persons' business, financial condition, operations, prospects and strategic alternatives; the relative attractiveness of alternative business and investment opportunities; tax considerations; and other factors and future developments. Notwithstanding anything to the contrary herein, the Reporting Persons specifically reserve the right to change their intentions with respect to any or all of the foregoing.

The information set forth in Item 6 of this Schedule 13D, including without limitation as to the rights and obligations of the Reporting Persons (as applicable) pursuant to the terms of the Registration Rights Agreement, the Shareholders' Agreement, the Noteholder Agreement and the other matters described therein, is hereby incorporated by reference.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

(a) The aggregate number and percentage of the Ordinary Shares (the securities identified pursuant to Item 1 of this Schedule 13D) that are beneficially owned by each of the Reporting Persons is set forth in boxes (11) and (13) of the cover pages to this Schedule 13D for each of the Reporting Persons, and such information is incorporated herein by reference. Such Ordinary Shares represent approximately 45.5% of the outstanding Ordinary Shares. Such percentage is calculated based on a total of 244,878,888 Ordinary Shares outstanding (which is comprised of 133,378,888 Ordinary Shares outstanding as of June 30, 2021 and 111,500,000 Ordinary Shares issued to GE Capital US Holdings in connection with the Transaction).

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

(b) Except as described below, the number of Ordinary Shares as to which each of the Reporting Persons has sole voting power, shared voting power, sole dispositive power and shared dispositive power is set forth in boxes (7), (8), (9) and (10), respectively, on the cover page to this Schedule 13D for each of the Reporting Persons, and such information is incorporated herein by reference.

(c) Other than as disclosed in this Schedule 13D and as set forth below, no transactions involving Ordinary Shares were effected during the past sixty days:

- A family trust of L. Kevin Cox, Senior Vice President, Chief Human Resources Officer, General Electric Company, sold 274 Ordinary Shares at $64.03 each for a total of $17,544.22 on November 2, 2021. Mr. Cox currently holds 0 Ordinary Shares.

- A family trust of Thomas S. Timko, Vice President, Controller & Chief Accounting Officer, General Electric Company sold 14 Ordinary Shares at $61.01 each for a total of $854.14 on October 17, 2021. Mr. Timko currently holds 0 Ordinary Shares.

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

(e) Not applicable.

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

Shareholders' Agreement

The Shareholders' Agreement addresses, among other things, governance, voting rights and restrictions, transfer restrictions, preemptive rights and certain covenants with respect to the Ordinary Shares.

The Shareholders' Agreement provides that: (i) GE will have the right to nominate (but not elect) two directors of the Issuerso long as GE owns 10% or more of the Ordinary Shares, and (ii) so long as GE holds at least one Ordinary Share, but less than 10% of the Ordinary Shares, GE will be entitled to nominate (but not elect) one director of the Issuer. The Shareholders' Agreement provides that one director nominated by GE that is elected to the AerCap board will be appointed to the Nomination and Compensation Committee and the other director nominated by GE that is elected to the AerCap board (or, if there is only one such director, then such individual director) will be permitted to attend any meeting of each other committee of the AerCap board in an observer capacity.

The Shareholders' Agreement provides that, for so long as GE holds 25% or more of the Ordinary Shares, GE will only be entitled to exercise votes for a number of Ordinary Shares equal to the product of (i) the quotient of (A) 24.9 divided by (B) 75.1 times (ii) the difference of (A) the total number of Ordinary Shares outstanding at such time minus (B) the total number of Ordinary Shares beneficially owned by GE and its permitted transferees (collectively) at such time, subject to the following two exceptions:

(i) With respect to the shareholder voting matters listed below, GE will be entitled to exercise votes for all of its Ordinary Shares:

(A) Approval of any acquisition or purchase of equity in the Issuer that would result in any person owning more than 50% of equity of the Issuer; or any sale or other transfer of all or substantially all of the assets of the Issuer; (B) Approval of any transaction that changes the identity or character of the Issuer, including an acquisition or sale of securities or assets where the value exceeds 1/3 of the Issuer's consolidated assets; (C) Approval of any amendment to the Articles of Association or by-laws of the Issuer that would have a materially adverse and disproportionate effect on GE; (D) Approval of any proposal at any general meeting to limit or exclude GE's preemptive rights under the Shareholders' Agreement and (E) Appointment or dismissal of any director nominated by GE.

(ii) With respect to the Issuer voting matters listed below, for so long as GE holds 10% or more of the Ordinary Shares, GE will be required to abstain from voting any of the shares it owns in the Issuer:

(A) Appointment, suspension or dismissal of any director whose appointment, suspension or dismissal (as applicable) was not approved by the board of the Issuer; and (B) Approval of any control transaction (e.g., merger, tender offer) not approved by the board of the Issuer.

The Shareholders' Agreement contains transfer restrictions which provide that GE may transfer (i) up to 1/3 of the Ordinary Shares after nine months following the closing, (ii) up to 2/3 of the Ordinary Shares after 12 months following the closing, and (iii) any or all of the Ordinary Shares after 15 months following the closing. Furthermore, GE may only transfer the Ordinary Shares in accordance with all applicable laws and (i) pursuant to one of four enumerated "permitted transfers", (ii) in a broadly distributed underwritten offering made pursuant to the Registration Rights Agreement or (iii) in one or more related transactions equal to less than 9.9 percent of the total voting power of any person or to any group of persons who, to the knowledge of GE, form a group.

The Shareholders' Agreement provides that GE has the right to purchase its pro rata share of any new shares that the Issuer proposes to sell or issue, in excess of shares that (i) have, or will have upon issuance or sale, voting power equal to or in excess of 20% of the voting power outstanding, or (ii) are, or will be upon issuance or sale, equal to or in excess of 20% of the equity securities of the Issuer.

The Shareholders' Agreement provides that: (i) the Issuer shall not take any action that would cause GE to hold 50% or more of (A) the total combined voting power or (B) the total value of the shares of the Issuer; and (ii) the Issuer is required to offer to buy back GE's Ordinary Shares pro rata with any other shareholders whose shares are bought back.

Registration Rights Agreement

The Registration Rights Agreement allows GE to demand registration for the resale of the Ordinary Shares in certain circumstances.

Noteholder Agreement

The Noteholder Agreement (i) contains transfer restrictions which provide that, subject to certain exceptions, GE Capital US Holdings may not transfer the AerCap Notes prior to January 30, 2022 and (ii) allows GE Capital US Holdings to demand registration for the resale of the AerCap Notes in certain circumstances.

Financial Reporting Agreement

GE is a party to the Financial Reporting Agreement, dated as of November 1, 2021, by and between GE and the Issuer, pursuant to which the Issuer has agreed to provide GE with certain information and access rights needed by GE for its financial reporting.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

Exhibit No.	Description
99.1	Joint Filing Agreement, by and among the Reporting Persons
99.2†	Transaction Agreement, dated as of March 9, 2021, by and among GE Ireland USD Holdings ULC, GE Financial Holdings ULC, GE Capital US Holdings, GE, the Issuer, AerCap US Aviation LLC and AerCap Aviation Leasing Limited (incorporated by reference to Exhibit 2.1 of GE's Form 8-K filed on March 12, 2021)
99.3†	Amendment No. 1 to Transaction Agreement, dated as of November 1, 2021, by and among GE Ireland USD Holdings ULC, GE Financial Holdings ULC, GE Capital US Holdings, GE, the Issuer, AerCap US Aviation LLC, AerCap Ireland Capital DAC and AerCap Aviation Leasing Limited
99.4	Shareholders' Agreement, dated as of November 1, 2021, by and between the Issuer, GE Capital US Holdings and GE
99.5	Registration Rights Agreement, dated as of November 1, 2021, by and between the Issuer and GE
99.6	Noteholder Agreement, dated as of November 1, 2021, by and between the Issuer, AerCap Ireland Capital Designated Activity Company, AerCap Global Aviation Trust, AerCap Aviation Solutions B.V., AerCap Ireland Limited, AerCap U.S. Global Aviation LLC, International Lease Finance Corporation and GE Capital US Holdings
99.7	Financial Reporting Agreement, dated as of November 1, 2021, by and between GE and the Issuer

† Certain schedules and exhibits have been omitted. The Reporting Persons hereby undertake to furnish supplementally copies of any of the omitted schedules or exhibits upon request by the SEC.

SIGNATURE

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

Dated: November 10, 2021

GENERAL ELECTRIC COMPANY

By: /s/ Michael J. Holston
Name: Michael J. Holston
Title: Senior Vice President,
General Counsel and Secretary

GE CAPITAL GLOBAL HOLDINGS, LLC

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

GE CAPITAL US HOLDINGS, INC.

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

SCHEDULE I

DIRECTORS AND EXECUTIVE OFFICERS OF GENERAL ELECTRIC COMPANY

The following table sets forth certain information with respect to the directors and executive officers of General Electric Company. Unless otherwise specified below, the business address and address of the organization of principal occupation or employment of each director and executive officer of General Electric Company is 5 Necco Street, Boston, Massachusetts 02210.

Name	Present Principal Occupation or Employment	Citizenship
Sébastien M. Bazin (Director)	Chairman and Chief Executive Officer, AccorHotels Paris, France	France
H. Lawrence Culp, Jr. (Director)	Chairman of the Board and Chief Executive Officer, General Electric Company	United States
Francisco D'Souza (Director)	Former Chief Executive Officer, Cognizant Technology Solutions Corporation Teaneck, New Jersey	United States
Ashton Carter (Director)	Director, Belfer Center for Science and International Affairs, Harvard Kennedy School Boston, Massachusetts	United States
Edward P. Garden (Director)	Chief Investment Officer and Founding Partner, Trian Fund Management, L.P. New York, New York	United States
Thomas W. Horton (Director)	Partner, Global Infrastructure Partners New York, New York	United States
Risa Lavizzo-Mourey (Director)	Professor, University of Pennsylvania Philadelphia, Pennsylvania	United States
Catherine Lesjak (Director)	Former Chief Financial Officer, HP San Mateo, California	Canada
Paula Rosput Reynolds (Director)	President and Chief Executive Officer, PreferWest LLC Seattle, Washington	United States
Leslie F. Seidman (Director)	Former Chairman, Financial Accounting Standards Board Norwalk, Connecticut	United States
James S. Tisch (Director)	President and Chief Executive Officer, Loews Corporation New York, New York	United States
Carolina Dybeck Happe	Senior Vice President, Chief Financial Officer, General Electric Company	Sweden
Michael J. Holston	Senior Vice President, General Counsel & Secretary, General Electric Company	United States
L. Kevin Cox	Senior Vice President, Chief Human Resources Officer, General Electric Company	United States
Kieran P. Murphy	Senior Vice President, General Electric Company; President and Chief Executive Officer, GE Healthcare	Ireland
Jérôme X. Pécresse	Senior Vice President, General Electric Company; President & Chief Executive Officer, GE Renewable Energy	France
John Slattery	Senior Vice President, General Electric Company; President & Chief Executive Officer, GE Aviation	Ireland
Russell Stokes	Senior Vice President, General Electric Company; President & Chief Executive Officer, GE Aviation Services	United States
Scott L. Strazik	Senior Vice President, General Electric Company; Chief Executive Officer, GE Gas Power	United States
Thomas S. Timko	Vice President, Controller & Chief Accounting Officer, General Electric Company	United States

SCHEDULE II

DIRECTORS AND EXECUTIVE OFFICERS OF
GE CAPITAL GLOBAL HOLDINGS, LLC

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

Name	Present Principal Occupation or Employment	Citizenship
Jennifer B. VanBelle (Director)	Chairperson of the Board of Managers, Chief Executive Officer, President and Treasurer of GE Capital Global Holdings, LLC; Senior Vice President, GE Treasury & Capital Markets, General Electric Company	United States
Robert M. Giglietti (Director)	Director, Chief Financial Officer and Senior Vice President, GE Capital Global Holdings, LLC; Vice President, Chief Financial Officer – GE Capital & GE Corporate, General Electric Company	United States
Timothy M. Carfi (Director)	Director and Senior Vice President, GE Capital Global Holdings, LLC; President & CEO of Working Capital Solutions – GE Capital, General Electric Company	United States
Paul Goudie (Director)	Director, Vice President and Chief Risk Officer, GE Capital Global Holdings, LLC; Chief Risk Officer – GE Capital, General Electric Company	United States
Todd Grimmer	Vice President and Controller, GE Capital Global Holdings, LLC; Executive – Controllership Management – GE Capital, General Electric Company	United States
Victoria Vron	Secretary, GE Capital Global Holdings, LLC; Senior Counsel/Region Leader, Americas – GE Corporate, General Electric Company	United States

SCHEDULE III

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

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

Name	Present Principal Occupation or Employment	Citizenship
Robert M. Giglietti (Director)	Chairperson of the Board of Directors, Chief Financial Officer and Senior Vice President, GE Capital US Holdings, Inc.; Vice President, Chief Financial Officer – GE Capital & GE Corporate, General Electric Company	United States
Paul Goudie (Director)	Director, Vice President and Chief Risk Officer, GE Capital US Holdings, Inc.; Chief Risk Officer – GE Capital, General Electric Company	United States
Lindsay Diaspro (Director)	Director and Vice President, GE Capital US Holdings, Inc.; Deputy Treasurer – Liquidity, Capital Structure and Ratings – GE Capital, General Electric Company	United States
Jennifer B. VanBelle	President, Chief Executive Officer and Treasurer, GE Capital US Holdings, Inc.; Senior Vice President, GE Treasury & Capital Markets, General Electric Company Norwalk, Connecticut	United States
Todd Grimmer	Vice President and Controller, GE Capital US Holdings, Inc.; Executive – Controllership Management – GE Capital, General Electric Company	United States
Timothy M. Carfi	Senior Vice President, GE Capital US Holdings, Inc.; President & CEO of Working Capital Solutions – GE Capital, General Electric Company	United States
Mark Landis	Vice President and General Counsel, GE Capital US Holdings, Inc.; General Counsel, GE Capital & Treasury and Sr. Executive Counsel M&A – GE Capital, General Electric Company 5 Necco Street, Boston, Massachusetts 02210	United States
Victoria Vron	Secretary, GE Capital U.S. Holdings, Inc. Senior Counsel/Region Leader, Americas – GE Corporate, General Electric Company	United States

EXHIBIT 99.1

Joint Filing Agreement

This will confirm the agreement by and among all the undersigned that the Statement on Schedule 13D filed on or about this date and any further amendments thereto with respect to the beneficial ownership by the undersigned of the shares, nominal value EUR 0.01 per share, of AerCap Holdings N.V., a Netherlands public limited liability company (the "Issuer"), and such other securities of the Issuer that the undersigned may acquire or dispose of from time to time. This agreement is being filed on behalf of each of the undersigned in accordance with Rule 13d-1(k)(1) under the Securities Exchange Act of 1934.

The undersigned further agree that each party hereto is responsible for timely filing of such Statement on Schedule 13D and any further amendments thereto, and for completeness and accuracy of the information concerning such party contained therein, provided that no party is responsible for the completeness and accuracy of the information concerning any other party, unless such party knows or has reason to believe that such information is inaccurate. The undersigned further agree that this agreement shall be included as an Exhibit to such joint filing.

This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of November 10, 2021.

GENERAL ELECTRIC COMPANY

By: /s/ Michael J. Holston
Name: Michael J. Holston
Title: Senior Vice President,
General Counsel and Secretary

GE CAPITAL GLOBAL HOLDINGS, LLC

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

GE CAPITAL US HOLDINGS, INC.

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

EXHIBIT 99.3

THIS AMENDMENT NO. 1 TO TRANSACTION AGREEMENT (this "Agreement") dated as of November 1, 2021

BY AND AMONG

1. **GE IRELAND USD HOLDINGS ULC,** a private unlimited company incorporated under the laws of Ireland with registration number 568854 (the "Existing Ireland Shareholder 1");

2. **GE FINANCIAL HOLDINGS ULC**, a private unlimited company incorporated under the laws of Ireland with registration number 383420 (the "Existing Ireland Shareholder 2" and, together with Existing Ireland Shareholder 1, the "Existing Ireland Shareholders");

3. **GE CAPITAL US HOLDINGS, INC.**, a Delaware corporation (the "Existing U.S. Shareholder" and, collectively with the Existing Ireland Shareholders, the "Existing Shareholders");

4. **GENERAL ELECTRIC COMPANY**, a New York corporation (the "Parent");

5. **AERCAP HOLDINGS N.V.**, a Netherlands public limited liability company ("AerCap");

6. **AERCAP US AVIATION LLC**, a Delaware limited liability company (the "U.S. Purchaser");

7. **AERCAP IRELAND CAPITAL DAC,** a designated activity company with limited liability, incorporated under the laws of Ireland with registered number 535682 ("AIC DAC"); and

8. **AERCAP AVIATION LEASING LIMITED,** a private company limited by shares incorporated under the laws of Ireland with registered number 689205 (the "Ireland Subscriber" and, together with the U.S. Purchaser and AIC DAC, the "AerCap Entities").

BACKGROUND

(A) The Existing Shareholders, the Parent, AerCap, the U.S. Purchaser and the Ireland Subscriber (the "Parties") are each party to that certain Transaction Agreement, dated as of March 9, 2021 (the "Transaction Agreement");

(B) Pursuant to clause 28 of the Transaction Agreement, the Transaction Agreement may be amended, supplemented or modified by a written instrument signed by all the Parties; and

(C) The Parties desire to amend the Transaction Agreement as provided below.

NOW IT IS AGREED as follows:

1. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Transaction Agreement.

2. Numbered items 6 and 7 of the preamble are hereby deleted in their entirety and replaced by the following numbered items 6, 7 and 8:

"6. **AERCAP US AVIATION LLC**, a Delaware limited liability company (the "U.S. Purchaser");

7. **AERCAP IRELAND CAPITAL DAC,** a designated activity company with limited liability, incorporated under the laws of Ireland with registered number 535682 ("AIC DAC"); and

8. **AERCAP AVIATION LEASING LIMITED,** a private company limited by shares incorporated under the laws of Ireland with registered number 689205 (the "Ireland Subscriber" and, together with the U.S. Purchaser and AIC DAC, the "AerCap Entities")."

3. Clause (B)(ii) of the Background is hereby deleted in its entirety and replaced by the following:

"(ii) the Ireland Companies have agreed to issue the New Ireland Company Notes and AIC DAC has agreed to subscribe for the New Ireland Company Notes, the proceeds of which will be used to repay in full the Specified Ireland Company Intercompany Accounts,"

4. The definition of "New Ireland Company 1 Shares" in clause 1.1 is hereby deleted in its entirety and replaced by the following:

""New Ireland Company 1 Shares" means the new A ordinary shares of US$1.00 each and B ordinary shares of US$1.00 each in the capital of Ireland Company 1 to be subscribed for in cash by the Ireland Subscriber at Completion."

5. The definition of "Owner Trustee" in clause 1.1 is hereby deleted in its entirety and replaced by the following:

""Owner Trustee" means an owner trustee that is either (i) a U.S. Citizen and that is Wilmington Trust, Wells Fargo, Bank of Utah, U.S. Bank, Bank of New York Mellon**,** UMB Bank or Deutsche Bank (a "US Owner Trustee") or (ii) an Irish trustee and that is Wilmington Trust (an "Irish Owner Trustee") or, in either case, another person reasonably acceptable to the Existing Shareholders after consultation with the AerCap Entities."

6. The words "the Ireland Subscriber" in clause 2.1(a)(i) are hereby deleted and replaced by the words "AIC DAC".

7. Clause 2.3 is hereby deleted in its entirety and replaced by the following:

"The aggregate amount payable by the AerCap Entities for (a) the purchase of the U.S. Company Membership Interests, the Ireland Company 2 Shares and the Ireland Company 3 Shares, (b) the subscription for the New Ireland Company 1 Shares, (c) the subscription for the New Ireland Company Notes, (d) the purchase of the Transferred Assets and (e) the purchase of fifty percent (50%) of the outstanding shares in SES (the "SES Shares") pursuant to Schedule 4.14 of the Disclosure Letter and that certain Agreement for the Sale and Purchase of Shares in Shannon Engine Support Limited, dated as of September 30, 2021, by and among ESH, AerCap Aero Engines Limited, Safran Aircraft Engines, AerCap, the Parent and CFMI (as amended, supplemented or otherwise modified from time to time, the "SES Agreement") shall be (x) 111,500,000 AerCap Ordinary Shares (the "Stock Consideration"), (y) an amount in cash equal to the Base Cash Consideration, as adjusted pursuant to clauses 2.4 and 2.5 (as so adjusted, the "Cash Consideration"), and (z) the AerCap Notes in the aggregate principal amount of up to one billion U.S. dollars (US$1,000,000,000) on and subject to the terms set forth in clause 2.7 (*provided* that, if AerCap elects to pay cash in lieu of all or any portion of the AerCap Notes, any difference between one billion U.S. dollars and the aggregate principal amount of AerCap Notes issued will be paid in cash) (the AerCap Notes (and any cash paid in lieu of all or any portion thereof), together with the Cash Consideration and the Stock Consideration, the "Consideration"). For the avoidance of doubt, the amount of the Cash Consideration set forth on Schedule 7 shall be paid by AerCap pursuant to the SES Agreement for the purchase of the SES Shares."

8. The words "(the "Preparation Period")" are hereby inserted after the first instance of the words "Completion Date" in clause 2.5(a).

9. Clause 2.5(b) is hereby deleted in its entirety and replaced by the following:

(b) "AerCap shall have ninety (90) days (the "Review Period") after the Parent's delivery of the Proposed Final Completion Statement to review the same. In connection with this clause 2.5, during the Preparation Period, the Review Period and the Resolution Period, each of the Parent, AerCap and their respective Representatives shall reasonably cooperate with and make available to each other for review such of the Books and Records of the Parent and its Affiliates and the Company Group, as applicable, as are reasonably necessary in connection with the preparation, review and analysis of the Proposed Final Completion Statement and the resolution of any disputes thereunder, and the Parent and AerCap shall reasonably promptly make available the individuals in the employ of the Parent, the Company Group and their respective Subsidiaries as well as Representatives of the respective independent accountants of the Parent and the Business responsible for and knowledgeable about the information used in, and the preparation of, the Proposed Final Completion Statement, to respond to the reasonable inquiries of, or requests for information by, the Parent, AerCap or their respective Representatives (as applicable) subject, in the case of Business's and the Parent's accountants, to the execution of customary release letters."

10. The reference to "clause 2.5(c)" in clause 2.5(c) is hereby deleted and replaced by a reference to "clause 2.5".

11. Clause 3.1(c) is hereby deleted in its entirety and replaced by the following:

(c) "the title to, and registration with the FAA of, each aircraft (i) (x) title to which was, as of the Lease Disclosure Date, owned directly by a Company Group Member or (y) that is acquired by a Company Group Member after such date and (ii) that, immediately prior to Completion, is beneficially owned by a Company Group Member and registered with the FAA (each such aircraft, an "FAA Aircraft"), being held by, and registered with the FAA in the name of:

(i) a U.S. Owner Trustee, in each case, for the benefit of the applicable Company Group Member:

1. under a trust agreement between the U.S. Owner Trustee and the applicable Company Group Member, as owner participant, in substantially the form of a trust agreement as shall have been approved (at the time of registration) by the Aeronautical Center Counsel for use with a non-citizen trust; or

2. where the voting rights, membership interests or other ownership interest in the applicable Company Group Member are held, directly or indirectly, by a U.S. Owner Trustee for the benefit of another Company Group Member under a trust agreement between the U.S. Owner Trustee and such other Company Group Member in substantially the form of a trust agreement as shall have been approved (at the time of registration) by the Aeronautical Center Counsel for use with a non-citizen trust of such nature;

(ii) a U.S. limited liability company, corporation or other entity the voting rights, membership interests or other ownership interest in which are held by a U.S. Owner Trustee, in each case, for the benefit of the applicable Company Group Member under a trust agreement between the U.S. Owner Trustee and the applicable Company Group Member in substantially the form of a trust agreement as shall have been approved (at the time of registration) by the Aeronautical Center Counsel for use with a non-citizen trust of such nature;

(iii) a Delaware statutory trust for the benefit of the applicable Company Group Member where the membership interests in the applicable Company Group Member are held, directly or indirectly, by a U.S. Owner Trustee for the benefit of another Company Group Member under a trust agreement between the U.S. Owner Trustee and such other Company Group Member in substantially the form of a trust agreement as shall have been approved by the Aeronautical Center Counsel for use with a non-citizen trust of such nature; or

(iv) in the case of an FAA Aircraft which is subject to a finance lease, the lessee of such FAA Aircraft;"

12. In each instance in which it appears in clause 11.14, the term "Specified Ireland Company 1 Intercompany Accounts" is hereby deleted and replaced with the term "Specified Ireland Company Intercompany Accounts."

13. Clause 11.15(a) is hereby deleted in its entirety and replaced by the following:

"11.15(a) From and after the Completion Date, the Company Group Members shall cease to be in any manner insured by, entitled to any benefits or coverage under or entitled to seek benefits or coverage from or under any Insurance Policies other than (i) any Insurance Policy issued exclusively in the name and for the benefit of any Company Group Member (except for any such Insurance Policy which forms a part of a fronted, or equivalent, insurance program for which any Retained Group Member retains funding responsibility); (ii) with respect to any incident reported under the relevant Insurance Policies prior to the Completion Date; (iii) with respect to any incident reported under the Available Insurance Policies within a one (1)-year period concluding on the first anniversary of the Completion Date, but solely for such incidents that took place prior to the Completion Date; or (iv) the Parent's Manufacturer's Comprehensive Aviation insurance program effective October 16, 2021, including all predecessor policies of which the policies in this program are a renewal thereof, but solely with regard to the Coverage A, Bodily Injury and Property Damage Liability Contingent Coverage, and Coverage G, Physical Damage to Scheduled Property, Contingent Coverage, and solely with respect to occurrences that take place prior to the Completion, and excepting all other coverages including the Technical Records and Repossession Expenses coverages to which the Company Group Members shall cease to have access, in each case under clauses (i) through (iv) above subject to the terms and conditions of the relevant Insurance Policies and this Agreement, and except to the extent otherwise mandated by Law. For the avoidance of doubt, there shall be no benefits or coverage under the foregoing clause (iii) for incidents that take place after the Completion Date even if they are related to other similar incidents that took place prior to the Completion Date. From and after Completion, the Company Group Members shall procure all contractual and statutorily obligated insurance in respect of the Company Group Members."

14. Clause 11.19 is hereby deleted in its entirety and replaced by the following:

"11.19 The parties hereby agree to the terms set forth on Schedule 11.19 of the Disclosure Letter."

15. The following clause 12.7 is hereby inserted immediately after clause 12.6:

"12.7 The parties shall, and shall cause their respective Affiliates to, comply with the provisions of Schedule 12.7 of the Disclosure Letter."

16. The first two (2) sentences of clause 16.2 are hereby deleted in their entirety and replaced by the following:

"16.2 On or before the Completion Date, AerCap and the Parent shall agree on an allocation of the Consideration among the Equity Interests, the New Ireland Company Notes, the Transferred Assets, and the SES Shares in accordance with the principles set forth on Schedule 6 (the "Consideration Allocation") and in a manner consistent with the SES Agreement. In addition, AerCap shall prepare and deliver to the Parent (i) a schedule (the "Asset Allocation Schedule") allocating the allocable portion of the Consideration (or other amounts treated as purchase price for U.S. federal Income Tax purposes), consistent with the Consideration Allocation, among (w) the assets of U.S. Company and the assets of any Company Group Member that is treated as an entity disregarded from U.S. Company, (x) the assets of Ireland Company 1, Ireland Company 2 and Ireland Company 3 and the assets of any Company Group Member that is treated as an entity disregarded from Ireland Company 1, (y) the Transferred Assets, and (z) the SES Shares, if required, and (ii) IRS Forms 8883 and a Schedule allocating the "aggregate deemed sale price," as defined in Treasury Regulation Section 1.338-4, for each Company Group Member with respect to which a Section 338 election is made pursuant to clause 16.1, among the assets of the affected Company Group Member (each a "Section 338 Allocation Schedule"), in each case, at least sixty (60) days prior to the date such IRS Forms 8883 are required to be filed with the IRS."

17. Clauses 20.1(a), (b), and (d) are hereby deleted in their entirety and replaced as follows, respectively:

(a) "if to the Parent:

General Electric Company
5 Necco Street
Boston, Massachusetts 02210
Attention: Senior Counsel, Mergers & Acquisitions
E-mail: ma.transaction@ge.com

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
United States of America
Attention: Scott A. Barshay
Steven J. Williams
Email: sbarshay@paulweiss.com
swilliams@paulweiss.com

(b) if to the Existing Shareholders:

c/o General Electric Company
5 Necco Street
Boston, Massachusetts 02210
Attention: Senior Counsel, Mergers & Acquisitions
E-mail: ma.transaction@ge.com

with a copy to:
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
United States of America
Attention: Scott A. Barshay
Steven J. Williams
Email: sbarshay@paulweiss.com
swilliams@paulweiss.com

(d) if to the Ireland Subscriber or AIC DAC:

AerCap Aviation Leasing Limited
AerCap House
65 St. Stephen's Green
Dublin D02 YX20
Ireland
Attention: General Counsel
Email: VDrouillard@aercap.com

with a copy to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Attention: Mark I. Greene
O. Keith Hallam, III
G.J. Ligelis Jr.
Email: MGreene@cravath.com
KHallam@cravath.com
GLigelisJr@cravath.com"

18. Schedule 11.19 of the Disclosure Letter is hereby deleted in its entirety and replaced by the Schedule 11.19 attached hereto.

19. A new Schedule 12.7 of the Disclosure Letter is hereby added and is attached hereto as Schedule 12.7.

20. Schedule 3 is hereby deleted in its entirety and replaced by the Schedule 3 attached hereto.

21. Schedule 6 is hereby deleted in its entirety and replaced by the Schedule 6 attached hereto.

22. A new Schedule 7 is hereby added and is attached hereto as Schedule 7.

23. Except as expressly set forth in this Amendment, nothing contained herein is intended to or shall be deemed to limit, restrict, modify, alter, amend or otherwise change in any manner the rights and obligations of the parties under the Transaction Agreement. Clauses 17, 22, 25, 26, 27, 28, 29, 30, 32, 33 and 34 of the Transaction Agreement are incorporated herein by reference, *mutatis mutandis*, as if set forth in full herein.

[*Signature Page Follows*]

IN WITNESS WHEREOF, each of the Parties has duly executed this Amendment as of the date and year set forth above.

GE IRELAND USD HOLDINGS ULC

By: /s/ Robert Holmes
Name: Robert Holmes
Title: Director

GE CAPITAL US HOLDINGS, INC.

By: /s/ Robert M. Giglietti
Name: Robert M. Giglietti
Title: Senior Vice President & CFO

GE FINANCIAL HOLDINGS ULC

By: /s/ Robert Holmes
Name: Robert Holmes
Title: Director

GENERAL ELECTRIC COMPANY

By: /s/ Robert M. Giglietti
Name: Robert M. Giglietti
Title: Vice President

AERCAP HOLDINGS N.V.

By: /s/ Peter Juhas
Name: Peter Juhas
Title: Authorised Signatory

By: /s/ Risteard Sheridan
Name: Risteard Sheridan
Title: Authorised Signatory

AERCAP US AVIATION LLC

By: /s/ Patrick Ross
Name: Patrick Ross
Title: Vice President

AERCAP AVIATION LEASING LIMITED

By: /s/ Emma Hehir
Name: Emma Hehir
Title: Attorney

AERCAP IRELAND CAPITAL DAC

By: /s/ Emma Hehir
Name: Emma Hehir
Title: Attorney

EXHIBIT 99.4

AERCAP SHAREHOLDERS' AGREEMENT

Dated as of November 1, 2021

TABLE OF CONTENTS

SHAREHOLDERS' AGREEMENT, dated as of November 1, 2021 (this "Agreement"), among (i) AerCap Holdings N.V., a public company with limited liability organized and existing under the laws of The Netherlands, whose principal place of business is at AerCap House, 65 St. Stephen's Green, Dublin D02 YX20, Ireland (together with its successors and permitted assigns, the "Company"), (ii) GE Capital US Holdings, Inc., a Delaware corporation (the 'Shareholder") and (iii) General Electric Company, a New York corporation (together with its successors and permitted assigns, the "Parent").

W I T N E S S E T H

WHEREAS, on the date hereof, the Shareholder acquired 111,500,000 Company Ordinary Shares pursuant to the Transaction Agreement;

WHEREAS, on the date hereof, the Company and the Parent are also entering into a Registration Rights Agreement (the 'Registration Rights Agreement"); and

WHEREAS, the Company, the Shareholder and the Parent desire to establish in this Agreement certain terms and conditions concerning the Shareholder's and other Investors' relationships with and investments in the Company.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Defined Terms. Capitalized terms when used in this Agreement have the following meanings:

"Action" means any claim, action, suit, arbitration or proceeding by or before any Governmental Authority, court, tribunal or arbitration body.

"Affiliate" means, with respect to any Person, any other Person that, at the time of determination, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such Person; provided that for the avoidance of doubt, the Company, on the one hand, and the Parent and the Shareholder, on the other hand, shall not be deemed to be Affiliates of each other.

"Agreement" has the meaning set forth in the preamble.

"Articles of Association" means the Company's articles of association as then in effect.

"Beneficial Owner," "Beneficially Own" or "Beneficial Ownership" has the meaning assigned to such term in Rule 13d-3 under the Securities Exchange Act, and a Person's beneficial ownership of securities shall be calculated in accordance with the provisions of such Rule (in each case, irrespective of whether or not such Rule is actually applicable in such circumstance). In addition, a Person shall be deemed to be the Beneficial Owner of, and shall be deemed to Beneficially Own, and shall be deemed to have Beneficial Ownership of, any securities which are the subject of, or the reference securities for, or that underlie, any Derivative Instrument held by such Person, with the number of securities Beneficially Owned being the notional or other number of securities specified in the documentation evidencing the Derivative Instrument as being subject to be acquired upon the exercise or settlement of the Derivative Instrument or as the basis upon which the value or settlement amount of such Derivative Instrument is to be calculated in whole or in part or, if no such number of securities is specified in such documentation, as determined by the Board in its sole discretion to be the number of securities to which the Derivative Instrument relates. For the avoidance of doubt, if the Foundation Structure is implemented, the Investors, rather than the Stichting, shall be deemed to Beneficially Own the relevant Voting Securities.

"Board" means the Board of Directors of the Company.

"Board Seat Period" means any period during which the Parent is entitled to appoint Shareholder Designees pursuant toSection 2.1(a).

"Business Day" means any day other than a Saturday or a Sunday on which commercial banks in Amsterdam, Dublin and New York are open for normal banking business.

"CFC" means a "controlled foreign corporation" within the meaning of Section 957 of the Code.

"Code" means the U.S. Internal Revenue Code of 1986.

"Company" has the meaning set forth in the preamble.

"Company Ordinary Shares" means the ordinary shares of the Company, each having a nominal value of one eurocent (EUR 0.01).

"Confidentiality Agreement" means the Confidentiality Agreement, dated as of December 11, 2020, between the Company and the Parent.

"Contract" means any contract, agreement, instrument, undertaking, indenture, commitment, loan, license, settlement, consent, note or other legally binding obligation (whether or not in writing).

"Control," "Controlled" and "Controlling" means, with respect to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "Controlled by" and "under common Control with" shall be construed accordingly.

"Controlled Affiliate" means any Affiliate of the specified Person that is, directly or indirectly, Controlled by the specified Person.

"Derivative Instruments" means any and all derivative securities (as defined under Rule 16a-1 under the Securities Exchange Act) that increase in value as the value of any Equity Securities of the Company increases, including a long convertible security, a long call option and a short put option position, in each case, regardless of whether (i) such derivative security conveys any voting rights in any Equity Securities of the Company, (ii) such derivative security is required to be, or is capable of being, settled through delivery of any Equity Securities of the Company or (iii) other transactions hedge the value of such derivative security.

"Designated Company Voting Matters" means each of the following: (i) the appointment, suspension or dismissal of any director (other than any Shareholder Designee) whose appointment, suspension or dismissal (as applicable) was not approved by the Board; and (ii) any Merger Transaction or Sale Transaction that was not approved by the Board.

"Designated Shareholder Voting Matter" means each of the following: (i) any Merger Transaction or Sale Transaction (other than a Merger Transaction or Sale Transaction not approved by the Board); (ii) any Qualifying Transaction (other than a Qualifying Transaction that is a Merger Transaction or Sale Transaction not approved by the Board); (iii) any amendment or series of related amendments to the Articles of Association, by-laws, or other organizational or constitutive documents of the Company that would have a materially adverse and disproportionate effect on the rights of the Parent, the Shareholder or any Investor under such organizational or constitutive documents relative to the other shareholders of the Company; (iv) any proposal at any general meeting of the Company in accordance with Article 5.3 of the Articles of Association to limit or exclude the Preemptive Rights; and (v) the appointment or dismissal of a Shareholder Designee.

"Dispute" has the meaning set forth in Section 6.13.

"Dutch Civil Code" means the civil code of the Netherlands (*Burgerlijk Wetboek*).

"Encumbrance" means any mortgage, commitment, transfer restriction, deed of trust, pledge, option, power of sale, retention of title, right of preemption, right of first refusal, executorial attachment, hypothecation, security interest, encumbrance, claim, lien or charge of any kind, or an agreement, arrangement or obligation to create any of the foregoing.

"Equity Securities" means any and all (i) shares, interests, participations or other equivalents (however designated) of capital stock or other voting securities of a corporation, and any and all equivalent or analogous ownership (or profit) or voting interests in a Person (other than a corporation), (ii) securities convertible into or exchangeable for shares, interests, participations or other equivalents (however designated) of capital stock or voting securities of a corporation, and securities convertible into or exchangeable for any equivalent or analogous ownership (or profit) or voting interests in a Person (other than a corporation), and (iii) any and all warrants, rights or options to purchase any of the foregoing, whether voting or nonvoting, and, in each case, whether or not such shares, interests, participations, equivalents, securities, warrants, options, rights or other interests are authorized or otherwise existing on any date of determination.

"Foundation Agreements" means any and all agreements among the Company, the Parent, the Shareholder, the Investors and any other Persons with respect to the Foundation Structure, including the Stichting's constitutional documents and the terms of administration.

"Foundation Structure" means the structure with respect to (and the terms and provisions governing) the ownership, voting and transfer of each Shareholder's and each Investor's Company Ordinary Shares set forth on Exhibit A.

"GAAP" means generally accepted accounting principles in the United States of America.

"Governmental Approval" means any consent, approval, license, permit, order, qualification, authorization of, or registration or other action by, or any filing with or notification to, any Governmental Authority.

"Governmental Authority" means any supranational, national, regional, federal, state, provincial, territorial, municipal or local court, administrative body or other governmental or quasi-governmental entity or authority or SRO with competent jurisdiction (including any arbitration panel or body) exercising legislative, judicial, regulatory or administrative functions of or pertaining to supranational, national, regional, federal, state, provincial, territorial, municipal or local government, including any department, commission, board, agency, bureau, subdivision, instrumentality or other regulatory, administrative, arbitral or judicial authority.

"Group" has the meaning assigned to such term in Section 13(d)(3) of the Securities Exchange Act.

"Investor Action" has the meaning set forth in Section 6.3.

"Investors" means (i) the Shareholder, (ii) any Permitted Transferee of the Shareholder to whom Company Ordinary Shares are Transferred by the Shareholder in compliance with the terms of this Agreement and (iii) any Permitted Transferee of any of the Persons described in clause (ii) of this definition to whom Company Ordinary Shares are Transferred by such Person in compliance with the terms of this Agreement.

"Knowledge of the Shareholder" means, with respect to any matter, the actual knowledge of any officer or employee of the Parent or any of its Subsidiaries whose job responsibilities include making decisions with respect to, or executing, Transfers of the Company Ordinary Shares, after reasonable (i) inquiry of the officers and employees of the Parent or any of its Subsidiaries who would reasonably be expected to have knowledge of such matter and (ii) review of public filings under the Securities Exchange Act relating to the Beneficial Ownership of Company Ordinary Shares.

"Law" means any supranational, federal, state, local or foreign law (including common law), statute or ordinance or any rule, regulation, or agency requirement of any Governmental Authority.

"Merger Transaction" means any transaction or series of related transactions involving: (i) any acquisition (whether direct or indirect, including by way of merger, share exchange, consolidation, business combination or other similar transaction) or purchase from the Company or any of its Subsidiaries that would result in any Person or Group Beneficially Owning more than fifty percent (50%) of the total outstanding Equity Securities of the Company (measured by voting power or economic interest), or (ii) any tender offer, exchange offer or other secondary acquisition that would result in any Person or Group Beneficially Owning more than fifty percent (50%) of the total outstanding Equity Securities of the Company (measured by voting power or economic interest).

"New Securities" means any Equity Securities of the Company other than (i) Equity Securities of the Company issued to employees, officers or directors pursuant to any stock options, employee stock purchase or other equity-based plans approved by the Board, or (ii) Equity Securities of the Company issued in connection with a stock split, stock dividend or similar recapitalization.

"Nine Month Restricted Period" means the period from the date that is the nine (9) month anniversary of the date of this Agreement until the date that is the twelve (12) month anniversary of the date of this Agreement.

"Order" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award by a Governmental Authority of competent jurisdiction.

"Original Company Ordinary Shares" means the 111,500,000 Company Ordinary Shares issued to the Shareholder by the Company on the date hereof (as adjusted from time to time to reflect appropriately the effect of any stock split, reverse stock split, stock dividend, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change).

"Parent" has the meaning set forth in the preamble.

"Permitted Transfer" has the meaning set forth in Section 3.1(b).

"Permitted Transferee" means the Parent and any wholly owned Subsidiary of the Parent; provided that such Transferee would continue to qualify as a Permitted Transferee of the applicable Transferor if such Transfer were to take place as of any time of determination (and, in the event that such Transferee would no longer so qualify, (i) such Transferee shall, and the Parent shall procure that such Transferee shall, immediately Transfer back the Transferred securities to such Transferor, or, if such Transferor by that time is no longer a Permitted Transferee, to the Parent as if such Transfer had not taken place ab initio, (ii) the Parent shall procure that such Transfer shall not be notified to the Company and (iii) except as otherwise required under applicable Law, the Company shall no longer, and shall instruct its transfer agent and other third parties to no longer, record or recognize such Transfer on the shareholders' register of the Company).

"Person" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

"PFIC" means a "passive foreign investment company" within the meaning of Section 1297 of the Code.

"Preemptive Rights" means the rights granted to the Investors pursuant to Section 3.3 of this Agreement.

"Preemptive Rights Threshold" means the issuance or sale by the Company of New Securities for cash since the date hereof that, in the aggregate, (i) have, or will have upon issuance or sale, voting power equal to or in excess of twenty percent (20%) of the voting power outstanding as of the date hereof, or (ii) are, or will be upon issuance or sale, equal to or in excess of twenty percent (20%) of the Equity Securities of the Company outstanding as of the date hereof.

"Pro Rata Portion" means, with respect to any Investor, (a) for the purposes of Section 3.3, the number of New Securities equal to the product of (i) the total number of New Securities to be issued or sold by the Company and (ii) the fraction determined by dividing (A) the number of Company Ordinary Shares held by such Investor immediately prior to such issuance or sale by (B) the total number of Company Ordinary Shares outstanding immediately prior to such issuance or sale; and (b) for the purposes of Section 3.5, the number of Equity Securities of the Company equal to the product of (i) the total number of Equity Securities of the Company to be redeemed or repurchased by the Company or any of its Subsidiaries and (ii) the fraction determined by dividing (A) the number of Company Ordinary Shares held by such Investor immediately prior to such redemption or repurchase by (B) the total number of Company Ordinary Shares outstanding immediately prior to such redemption or purchase.

"QEF Election" has the meaning set forth in Section 5.3.

"Qualifying Transaction" means any transaction or series of related transactions that requires approval of the general meeting of the Company under Section 2:107a of the Dutch Civil Code.

"Registration Rights Agreement" has the meaning set forth in the Recitals.

"Representatives" of a Person means such Person's Affiliates and the directors, officers, employees, advisers, agents, consultants, accountants, attorneys, sources of financing, investment bankers and other representatives of such Person and of such Person's Affiliates.

"Restricted Period Termination Date" has the meaning set forth in Section 3.1(a).

"Sale Transaction" means any transaction or series of related transactions involving the direct or indirect sale, lease, assignment, disposition or other transfer (by operation of law or otherwise) of all or substantially all of the assets of the Company and its Subsidiaries, on a consolidated basis.

"SEC" means the U.S. Securities and Exchange Commission.

"Securities Act" means the U.S. Securities Act of 1933, as amended, and applicable rules and regulations thereunder.

"Securities Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended, and applicable rules and regulations thereunder.

"Shareholder Designee" means an individual designated in writing by the Parent, pursuant to Section 2.1(a), to be nominated by the Company for appointment to the Board as a non-executive director for a term expiring at the close of the fourth annual general meeting following such appointment, or any such term pursuant to reappointment of such individual at the annual general meeting (and shall include any such individual designated for appointment on an interim basis in accordance with Section 2.1(e) pending formal appointment at a general meeting of the Company).

"Shareholder Director" means a Shareholder Designee who has been appointed to the Board (including on an interim basis in accordance with Section 2.1(e) pending formal appointment at a general meeting of the Company).

"Shareholder" has the meaning set forth in the preamble.

"Signing Date" means March 9, 2021.

"SRO" means (i) any "self-regulatory organization" as defined in Section 3(a)(26) of the Securities Exchange Act, (ii) any other United States or foreign securities exchange, futures exchange, commodities exchange or contract market or (iii) any other securities exchange.

"Standstill Level" means, as of any date of determination, a number of Company Ordinary Shares equal to the greater of (a) (i) 111,500,000 Company Ordinary Shares less (ii) the total number of Company Ordinary Shares Transferred by the Parent, the Shareholder and each Investor (other than Transfers to a Permitted Transferee) from the date of this Agreement through the date of determination (in each case, as adjusted from time to time to reflect appropriately the effect of any stock split, reverse stock split, stock dividend, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to Company Ordinary Shares with a record date occurring on or after the date of this Agreement) and (b) twenty percent (20%) of the outstanding Company Ordinary Shares, based on the most recently (as of the date of determination) publicly outstanding share count of Company Ordinary Shares disclosed by the Company in any filings with the SEC.

"Standstill Period" has the meaning set forth in Section 3.2(b).

"Subsidiary" in respect of a Person, means any corporation, partnership, joint venture, trust, limited liability company, unincorporated association or other entity in respect of which such Person: (w) is entitled to more than 50% of the interest in the capital or profits; (x) holds or controls a majority of the voting securities or other voting interests; (y) has rights via holdings of debt or other contract rights that are sufficient for control and consolidation for GAAP purposes; or (z) has the right to appoint or elect a majority of the board of directors or Persons performing similar functions.

"Total Voting Power" means, as of any date of determination, the total number of votes that may be cast at any general meeting of the Company, including (without duplication) votes that may be cast with respect to the Designated Shareholder Voting Matters and abstentions that may be made with respect to the Designated Company Voting Matters. For purposes of Section 6.3, the percentage of the Total Voting Power Beneficially Owned by any Person as of any date of determination is the percentage of the Total Voting Power that is represented by the total number of votes that may be cast or abstained from voting by such Person pursuant to (a) any Voting Securities then Beneficially Owned by such Person or (b) any Contract or other arrangement or right, including this Agreement.

"Transaction Agreement" means the Transaction Agreement, dated as of the Signing Date, among GE Ireland USD Holdings ULC, GE Financial Holdings ULC, the Shareholder, the Parent, the Company, AerCap US Aviation LLC, AerCap Ireland Capital DAC and AerCap Aviation Leasing Limited, as amended by Amendment No. 1, dated as of the date hereof, and as may be further amended, supplemented or otherwise modified from time to time.

"Transaction Dispute" has the meaning set forth in Section 6.13(a).

"Transfer" means (i) any direct or indirect offer, sale, lease, assignment, Encumbrance, disposition or other transfer (by operation of law or otherwise), either voluntary or involuntary, of any Equity Securities of the Company or (ii) to enter into any Derivative Instrument, swap or any other Contract, agreement, transaction or series of transactions that hedges or transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of any Equity Securities of the Company, whether any such Derivative Instrument, swap, Contract, agreement, transaction or series of transaction is to be settled by delivery of securities, in cash or otherwise; provided that the following will not be deemed to be a Transfer: (i) a change of control transaction, merger of equals or similar business combination involving the Parent or (ii) a bona fide sale, spinoff or other divestiture of a business unit or division of the Parent or any of its Affiliates that directly or indirectly owns the equity interests of the Investors, so long as in the case of clause (ii) (x) with respect to any spinoff, the Equity Securities of the Company held by the Investors do not constitute a majority of the assets of the applicable business unit or division that is spun off and (y) with respect to any sale or other divestiture, the Equity Securities of the Company held by the Investors are transferred to the Parent or one of its Subsidiaries that will not be sold or divested in such transaction.

"Transferor" means a Person that Transfers or proposes to Transfer; and "Transferee" means a Person to whom a Transfer is made or is proposed to be made.

"Twelve Month Restricted Period" means the period from the date following the date that is the twelve (12) month anniversary of the date of this Agreement until the date that is the fifteen (15) month anniversary of the date of this Agreement.

"Voting Agreement Period" means the period beginning on the date of this Agreement and ending on the first Business Day on which the collective Beneficial Ownership of Company Ordinary Shares of the Investors, as a group, is less than or equal to twenty-four and nine-tenths percent (24.9%) of the then-issued and outstanding Company Ordinary Shares.

"Voting Agreement Period Voting Shares" means, at any time of calculation during the Voting Agreement Period, the number of Company Ordinary Shares equal to the product of (a) the quotient of (i) 24.9 *divided by* (ii) 75.1 *times* (b) the difference of (i) the total number of Company Ordinary Shares outstanding at such time *minus* (ii) the total number of Company Ordinary Shares Beneficially Owned by the Investors (collectively) at such time.

"Voting Securities" means Company Ordinary Shares and any other securities of the Company entitled to vote at any general meeting of the Company.

"Waived Provisions" has the meaning set forth in Section 3.2(a)(xii).

Section 1.2 Interpretation. The words "hereof" and "herein" and similar words shall be construed as references to this Agreement as a whole and not limited to the particular Article, Section or Schedule in which the reference appears. Unless the context otherwise requires, references herein: (x) to Articles, Sections and Schedules mean the Articles and Sections of, and Schedules attached to, this Agreement; and (y) to an agreement, instrument or other document, means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof. Any reference to a wholly owned Subsidiary of a Person shall mean such Subsidiary is directly or indirectly wholly owned by such Person. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. No rule of construction against the draftsperson shall be applied in connection with the interpretation or enforcement of this Agreement. The headings in this Agreement do not affect its interpretation. The schedules, exhibits and annexes form part of this Agreement. References to "U.S. dollars" are to U.S. dollars. Any reference to a "company" includes any company, corporation or other body corporate, wherever and however incorporated or established. Any reference to a statute, statutory provision or subordinate legislation ("legislation") includes references to: (a) that legislation as reenacted or amended by or under any other legislation before or after the Signing Date; (b) any legislation which that legislation re-enacts (with or without modification); and (c) any subordinate legislation made under that legislation before or after the Signing Date, as re-enacted or amended as described in (a), or under any legislation referred to in (b). Any reference to writing shall include any mode of reproducing words in a legible and non-transitory form. References to one gender include all genders and references to the singular include the plural and vice versa. References to "ordinary course" or words of similar meaning when used in this Agreement shall mean with respect to any Person "the ordinary course of business of such Person, consistent with past practice" unless specified otherwise. References to "includes" or "including" or words of similar meaning when used in this Agreement shall mean "including without limitation" unless specified otherwise. References to a number or amount of "issued and outstanding" Company Ordinary Shares shall mean the number or amount of issued and outstanding Company Ordinary Shares based on the most recently (as of the date of determination) publicly outstanding share count of Company Ordinary Shares disclosed by the Company in any filings with the SEC.

ARTICLE II
GOVERNANCE

Section 2.1 Composition of the Board of Directors.

(a) Subject to the other provisions of this Section 2.1, (i) for so long as the Investors Beneficially Own any of the then-issued and outstanding Company Ordinary Shares, the Parent shall have the right to designate one (1) Shareholder Designee, and to propose to remove any Shareholder Director and designate another Shareholder Designee in his or her place; and (ii) for so long as the Investors Beneficially Own (collectively) at least ten percent (10%) of the then-issued and outstanding Company Ordinary Shares, the Parent shall have the right to designate two (2) Shareholder Designees, and to propose to remove any Shareholder Director and designate another Shareholder Designee in his or her place; provided that no other Person shall have the exercisable right to designate more directors to the Board than the Parent as a result of any agreement between the Company and such Person. The Company shall take all necessary actions to give effect to this Section 2.1(a), including, if necessary adjusting the size of the Board and/or seeking and accepting the resignations of incumbent directors.

(b) Unless waived by the Parent or restricted by Law, during the Board Seat Period, (i) the Company shall cause one (1) Shareholder Director to be appointed to the Nomination and Compensation Committee of the Board and (ii) the other Shareholder Director (or, if there is only one Shareholder Director, such Shareholder Director) shall (upon request of Parent or such Shareholder Director) be permitted to attend any meeting of each other committee of the Board in an observer (non-voting) capacity and to receive all materials provided to the members of each such committee when provided to such members.

(c) During the Board Seat Period, the Company shall procure that the appointment of the relevant number of Shareholder Designees to the Board that Parent is entitled to designate pursuant to Section 2.1(a) is proposed and recommended for approval by the Company's shareholders at the next annual general meeting of the Company following any designation by the Parent of such Shareholder Designee.

(d) If any Shareholder Designee is not appointed to the Board at any annual general meeting of the Company during the Board Seat Period (including if a Shareholder Designee was designated by the Parent and appointed prior to and effective as of the Completion (as defined in the Transaction Agreement), but is unable to serve or has resigned as a Shareholder Director as of the Completion, or any Shareholder Designee has not been elected prior to the Completion) the Parent may designate a replacement (or initial, as applicable) Shareholder Designee for appointment to the Board. The Company shall (i) appoint such replacement Shareholder Designee to the Board in accordance with clause (e) and (ii) propose and recommend the appointment of such replacement Shareholder Designee at an extraordinary general meeting of the Company to be held not later than sixty (60) days after any such annual general meeting.

(e) Notwithstanding anything in this Section 2.1 to the contrary, in the event that at any time (i) Parent has the right to nominate a Shareholder Designee and (ii) a Shareholder Designee is not yet appointed or a Shareholder Designee shall cease to serve as a director for any reason, upon written notice from Parent to the Company, the vacancy resulting therefrom shall be filled by the Board as promptly as reasonably practicable with a substitute Shareholder Designee until the Shareholder Designee is formally appointed at the relevant next general shareholder meeting.

(f) The Parent shall have the right to propose to remove any Shareholder Director and designate another Shareholder Designee in his or her place. If the Parent wishes to remove a Shareholder Director and designate another Shareholder Designee in his or her place pursuant to this Section 2.1, the Company shall, upon written notice from the Parent to the Company, (i) fill the vacancy resulting from such removal with such replacement Shareholder Designee in accordance with clause (e) and (ii) propose and recommend the appointment of such replacement Shareholder Designee at the next general meeting of the Company following any such designation.

(g) The Parent shall notify the Company of the identity of any proposed Shareholder Designee in writing, at or before the time such information is reasonably requested by the Board, any committee of the Board or the Company for inclusion in any materials to be provided to shareholders of the Company in connection with a general meeting of the Company, together with all information about such proposed Shareholder Designee as shall be reasonably requested by the Board, any committee of the Board or the Company (including, at a minimum, any information regarding such proposed Shareholder Designee to the extent required by applicable Law).

(h) During the Board Seat Period, in the event of the death, disability, removal or resignation of a Shareholder Director, the Parent may propose a replacement Shareholder Designee for appointment to the Board and the Company shall upon written notice from the Parent to the Company, (i) fill the vacancy resulting from such removal with such replacement Shareholder Designee in accordance with clause (e) and (ii) propose and recommend the appointment of such replacement Shareholder Designee at the next general meeting of the Company following any such designation.

(i) The Company will at all times provide each Shareholder Director (in his or her capacity as a member of the Board) with the same rights to indemnification and insurance that it provides to the other members of the Board and shall procure that the agenda for each annual general meeting of the Company during the Board Seat Period and the first annual general meeting following the termination of the Board Seat Period includes a resolution discharging all directors of the Board, including any Shareholder Directors, in respect of their management during the prior fiscal year.

(j) During any period between (A) the designation of a Shareholder Designee and the appointment of such Shareholder Designee to the Board or (B) the death, disability, removal or resignation of a Shareholder Director and the appointment of any replacement Shareholder Designee to the Board, such Shareholder Designee shall be entitled to attend meetings of the Board in the capacity of an observer with the right to speak and participate in discussions of the Board, but without any voting rights, and the Company shall provide such Shareholder Designee with written notice of all Board meetings and all Board papers on the same basis as notices and Board documents are provided to the directors of the Company.

(k) The Parent and the Shareholder acknowledge that the Company will require, prior to his or her nomination:

(i) each Shareholder Designee to be appointed to the Board to agree in writing, on substantially the same terms as accepted in writing by the other non-executive directors of the Company, to be bound by and duly comply with applicable Law, the Articles of Association, the rules and practices applicable to the Board and its committees and the corporate governance principles applied by the Company;

(ii) each Shareholder Designee to be appointed to the Board to agree in writing, on substantially the same terms as accepted in writing by the other members of the Board, to keep confidential all information regarding the Company and its Subsidiaries of which he or she becomes aware in his or her capacity as a member of the Board;

(iii) each Shareholder Designee to be appointed to the Board to agree in writing to recuse himself or herself from any deliberations or discussions of the Board or any committee of the Board regarding the Transaction Agreement, the transactions contemplated thereby and any matter related thereto;

(iv) each Shareholder Designee to be appointed to the Board to agree in writing to (x) resign from the Board effective immediately upon the termination of the Board Seat Period and (y) if requested by the Parent or the Shareholder (including, for the avoidance of doubt, pursuant to Section 2.4), resign from the Board to the extent that a Shareholder Designee is required to resign in order to (A) result in the requisite number of Shareholder Designees serving on the Board as set forth in Section 2.1(a) or (B) satisfy the requirements of Section 2.2; and

(v) each Shareholder Designee that acts as an observer to agree in writing to keep confidential all information regarding the Company and its Subsidiaries of which he or she becomes aware in his or her capacity as an observer.

The Parent and the Shareholder shall cause each Shareholder Designee and each Shareholder Director to comply with all of the agreements referenced in the foregoing clauses (i)-(v).

(l) Notwithstanding anything to the contrary herein, during the Board Seat Period, each Shareholder Director shall be entitled to attend meetings of the Shareholder.

Section 2.2 Objection to Shareholder Designee. Notwithstanding the provisions of this Article II, the Parent will not be entitled to designate a particular Shareholder Designee (or, for the avoidance of doubt, any Shareholder Director) for appointment to the Board pursuant to this Article II in the event that the Board or any committee of the Board reasonably determines (in each case, based on the advice of outside legal counsel) that (i) the appointment of such Shareholder Designee to the Board would by virtue of the identity of such Shareholder Designee cause the Company or the appointment to not be in compliance with applicable Law, (ii) such Shareholder Designee has been the subject of any of the events enumerated in Item 2(d) or (e) of Schedule 13D under the Securities Exchange Act or Item 401(f) of Regulation S-K under the Securities Act or is subject to any Order of any Governmental Authority prohibiting service as a director of any public company, (iii) such Shareholder Designee does not satisfy the director eligibility requirements applicable to the other members of the Board (x) as set forth on Exhibit B or (y) adopted following the Signing Date (1) to comply with changes in applicable Law, (2) in good faith by the Board in furtherance of corporate governance initiatives (including, for the avoidance of doubt, in furtherance of changes in the Dutch Corporate Governance Code) or (3) that otherwise were not adopted with the intent of adversely and disproportionately affecting Parent or any Shareholder Designee, (iv) for any Shareholder Designee that is not a senior officer of the Parent, the appointment of such Shareholder Designee to the Board would reasonably be expected to cause reputational or business harm to AerCap or (v) the appointment of such Shareholder Designee would result in a majority of the members of the Board being "United States citizens or residents" for purposes of Rule 405 under the Securities Act and Rule 3b-4(c) under the Securities Exchange Act. Notwithstanding the foregoing, (A) for one of the Shareholder Directors that Parent is entitled to designate, such Shareholder Director shall not be prevented from being designated to, or continuing to serve on, the Board by the application of any Law, eligibility requirement or other restriction described above regarding the overall composition of the Board (including relating to the number of directors that are "United States citizens or residents" or any requirement relating to diversity of the membership of the Board), (B) for the other Shareholder Director that Parent is entitled to designate, such Shareholder Director may be required to (1) not be a "United States citizen or resident" to the extent necessary to permit the Company to remain a Foreign Private Issuer and (2) satisfy any one additional requirement of any such Law, eligibility requirement or other restriction described above regarding the overall composition of the Board, but shall not be required to satisfy any other such Law, eligibility requirement or other restriction regarding overall composition of the Board and (C) the Board (and each committee thereof) shall apply all other matters addressed in clauses (i) through (iv) above in a non-discriminatory manner as among all directors of the Company. In any such case described in clauses (i) through (v) of the first sentence of this Section 2.2, the Shareholder will withdraw the designation of such proposed Shareholder Designee or cause the resignation of such Shareholder Director and, during the Board Seat Period, be permitted to designate a replacement therefor (which replacement Shareholder Designee will also be subject to the requirements of this Section 2.2). The Company shall consult in good faith with the Parent prior to adopting any changes to its director eligibility requirements.

Section 2.3 Voting Agreement.

(a) During the Voting Agreement Period, the Parent, the Shareholder and each Investor, pursuant to the procedures set forth in Section 2.3(d), (i) may vote in the aggregate up to a number of Voting Securities equal to the Voting Agreement Period Voting Shares in any manner chosen by the Parent, the Shareholder or the Investor, as applicable, and (ii) shall abstain from voting any Voting Securities in excess of the Voting Agreement Period Voting Shares owned by them in the aggregate or over which they have voting control, in each case with respect to any action, proposal or other matter to be voted upon at each general meeting of the Company; provided, however, that, with respect to the Designated Shareholder Voting Matters, the Parent, the Shareholder and each Investor shall be entitled to vote each Voting Security owned by them or over which they have voting control in any manner chosen by the Parent, the Shareholder or the Investor, as applicable.

(b) Notwithstanding anything to the contrary herein, at any time that the collective Beneficial Ownership of Company Ordinary Shares of the Investors, as a group, is equal to or more than ten percent (10%) of the then-issued and outstanding Company Ordinary Shares, each of the Parent, the Shareholder and each Investor shall cause all of the Voting Securities owned by them or over which they have voting control to abstain from voting with respect to any Designated Company Voting Matter.

(c) Following the Voting Agreement Period, except as set forth in Section 2.3(b), the Shareholder and each Investor shall be entitled to vote each Voting Security owned by them or over which they have voting control in any manner chosen by the Shareholder or the Investor, as applicable.

(d) So long as the collective Beneficial Ownership of Company Ordinary Shares of the Investors is equal to or more than ten percent (10%) of the then-issued and outstanding Company Ordinary Shares, with respect to any matter that the Shareholder and each Investor is required to abstain from voting on or is permitted to vote on, the Parent, the Shareholder and each Investor shall cause each Voting Security owned by them or over which they have voting control to abstain from voting or to be voted, as applicable, by completing the proxy forms distributed by the Company together with the notice of the general meeting, and not by any other means. The Shareholder and each Investor shall deliver the completed proxy form to the Company no later than one (1) week prior to the date of such general meeting of the Company; provided that this sentence will not restrict the Shareholder's or any Investor's right to determine what vote to cast with respect to a particular matter beyond those restrictions otherwise set forth in this Agreement. Furthermore, so long as the collective Beneficial Ownership of Company Ordinary Shares of the Investors, as a group, is equal to or more than ten percent (10%) of the then issued and outstanding Company Ordinary Shares, none of the Parent, the Shareholder or any Investor, and none of their respective designees or Representatives, except as permitted pursuant to Section 2.1(j), shall attend any general meeting of the Company or vote in person at any general meeting of the Company and each of them, on its own behalf and on behalf of its respective designees and Representatives, irrevocably waives the right to do so. The Parent, the Shareholder and each Investor acknowledge and agree that the attendance in-person at any general meeting of the Company by the Parent, the Shareholder, any Investor or any of their respective designees or Representatives, except as permitted pursuant to Section 2.1(j), shall be a breach of this Section 2.3(d) and the Company shall be entitled to take any and all actions to give effect to the terms of this Section 2.3, including by adjourning, suspending or postponing such meeting and seeking and obtaining an injunction or injunctions pursuant to Section 6.14 requiring the Parent, the Shareholder and each Investor to act in accordance with thisSection 2.3.

(e) In the event the Parent or any Investor challenges the validity or enforceability of thisSection 2.3 (but, for the avoidance of doubt, not the performance of the provisions of this Section in accordance with their terms), and the Company has sent a written notice to the Parent and the Investors requiring a confirmation that the Parent and the Investors unambiguously confirm in writing they do not or no longer challenge the validity or enforceability of this Section 2.3 within three (3) Business Days, which notice should include in any case on which grounds the Company believes that the Parent and/or the Investors challenge the validity or enforceability of this Section 2.3, and Parent and the Investors have failed to give such confirmation within such period, then the Company may, at its option, elect to implement the Foundation Structure. If the Company so elects to implement the Foundation Structure pursuant to this Section 2.3(e), then, as promptly as practicable, the Parent and each Investor shall use reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to implement the Foundation Structure, including executing and delivering any and all Foundation Agreements. Each Investor grants to the Company an irrevocable power of attorney with the power of sub-delegation to (i) perform all acts, including acts of disposition (*beschikkingshandelingen*) on behalf of each Investor, that, in the reasonable discretion of the Company, are necessary to and (ii) cause to be done all things necessary, proper or advisable to, implement the Foundation Structure pursuant to this Section 2.3(e), including executing and delivering any and all Foundation Agreements.

(f) If the Foundation Structure is implemented at any time, the Shareholder and the Company shall cause the Stichting to execute a customary joinder to this Agreement, in form and substance reasonably acceptable to the Company.

(g) For the avoidance of doubt, the voting restrictions set forth in this Section 2.3 apply only to the Parent, the Shareholder and any Investor, and do not apply to any Transferee (other than a Permitted Transferee) of the Shareholder or any Investor.

Section 2.4 Termination of Board Designation Rights. Notwithstanding anything in this Agreement to the contrary:

(a) promptly upon the termination of the Board Seat Period, (i) all obligations of the Company with respect to the Shareholder and any Shareholder Director or Shareholder Designee pursuant to this Article II shall forever terminate, (ii) the Shareholder shall have no further rights to designate any persons for appointment to the Board and (iii) unless otherwise consented to by the Company, the Parent and the Shareholder shall cause any Shareholder Directors to immediately resign from the Board; and

(b) promptly upon the date that the Investors Beneficially Own (collectively) less than ten percent (10%) of the then issued and outstanding Company Ordinary Shares, the Parent and the Shareholder shall cause one Shareholder Director (such Shareholder Director to be designated by the Parent) to resign from the Board, if at such time there are two Shareholder Directors on the Board; provided, that if the Board, any committee of the Board or the Company reasonably determines that the resignation of a particular Shareholder Director would, immediately following such resignation, result in (A) the composition of the Board of Directors not being in compliance with applicable Law or (B) a majority of the members of the Board being "United States citizens or residents" for purposes of Rule 405 under the Securities Act and Rule 3b-4(c) under the Securities Exchange Act, the Parent and the Shareholder shall, unless otherwise agreed by the Company, cause a different Shareholder Director to resign in lieu of such particular Shareholder Director; provided, further, that the Parent shall at all times during the Board Seat Period be entitled to have at least one Shareholder Director who the Company may not require to resign for the reasons set forth in the foregoing proviso.

For the avoidance of doubt, if at any time the Investors do not Beneficially Own any Company Ordinary Shares the Parent and the Shareholder shall cause any Shareholder Directors to immediately resign from the Board.

ARTICLE III
COVENANTS

Section 3.1 Transfer Restrictions.

(a) Other than Permitted Transfers, none of the Shareholder or any Investor shall Transfer any Company Ordinary Shares or other Voting Securities until the date that is the fifteen (15) month anniversary of the date of this Agreement (such date, the "Restricted Period Termination Date"); provided that the Shareholder or any Investor may Transfer any Company Ordinary Shares or other Voting Securities (i) up to an aggregate amount equal to one-third of the Original Company Ordinary Shares during the Nine Month Restricted Period, and (ii) up to an aggregate amount equal to two-thirds of the Original Company Ordinary Shares (including any Original Company Ordinary Shares or other Voting Securities Transferred by the Shareholder or any Investor during the Nine Month Restricted Period) in the Twelve Month Restricted Period.

(b) "Permitted Transfer" means, in each case so long as such Transfer is in accordance with applicable Law:

(i) a Transfer of Company Ordinary Shares or other Voting Securities to a Permitted Transferee, so long as such Permitted Transferee, to the extent it has not already done so, executes a customary joinder to this Agreement, in form and substance reasonably acceptable to the Company, in which such Permitted Transferee agrees to be an "Investor" for all purposes of this Agreement;

(ii) a Transfer of Company Ordinary Shares or other Voting Securities in connection with a Merger Transaction approved by the Board;

(iii) a Transfer of Company Ordinary Shares or other Voting Securities to the Company; and

(iv) a Transfer of Company Ordinary Shares or other Voting Securities to the Stichting as part of the implementation of the Foundation Structure pursuant to Section 2.3.

(c) Notwithstanding anything to the contrary contained herein or in the Registration Rights Agreement, including the occurrence of the Restricted Period Termination Date or the expiration or inapplicability of the Nine Month Restricted Period or the Twelve Month Restricted Period, none of the Shareholder or any Investor shall Transfer (including pursuant to the Registration Rights Agreement) any Company Ordinary Shares or other Voting Securities:

(i) other than in accordance with all applicable Laws and the other then-applicable terms and conditions of this Agreement; and

(ii) except pursuant to a Permitted Transfer or a bona fide, broadly distributed underwritten offering made pursuant to the Registration Rights Agreement, in one or more related transactions Company Ordinary Shares representing Beneficial Ownership of Company Ordinary Shares equal to or in excess of nine and nine-tenths percent (9.9%) of the Total Voting Power to any single Person or to any group of Persons who, to the Knowledge of the Shareholder, form a Group.

(d) In connection with any Transfer to a Permitted Transferee prior to the termination of this Agreement pursuant to Section 6.1, the Parent and the Shareholder shall cause any Permitted Transferee to execute a customary joinder to this Agreement, in form and substance reasonably acceptable to the Company, in which such Permitted Transferee agrees to become a party to this Agreement and to be an "Investor" for all purposes of this Agreement and provides notice information for the purposes of Section 6.2.

(e) Notwithstanding anything to the contrary contained herein or in the Registration Rights Agreement, including the occurrence of the Restricted Period Termination Date or the expiration or inapplicability of the Nine Month Restricted Period or the Twelve Month Restricted Period, for so long as the collective Beneficial Ownership of Company Ordinary Shares of the Investors, as a group, is equal to or greater than five percent (5%) of the then-issued and outstanding Company Ordinary Shares, none of the Parent, the Shareholder or any Investor shall Transfer any Company Ordinary Shares or other Voting Securities in connection with any tender offer or exchange offer not approved and recommended by the Board.

Section 3.2 Standstill Provisions.

(a) During the Standstill Period, the Parent, the Shareholder and each Investor shall not, directly or indirectly, and shall not authorize any of their Representatives (acting on their behalf) or Controlled Affiliates, directly or indirectly, to, without the prior written consent of, or waiver by, the Company:

(i) acquire, offer or seek to acquire, agree to acquire or make a proposal (including any private proposal to the Company or the Board) to acquire, by purchase or otherwise (including through the acquisition of Beneficial Ownership), any securities (including any Equity Securities) or Derivative Instruments, or direct or indirect rights to acquire any securities (including any Equity Securities) or Derivative Instruments, of, or in respect of, the Company or any Subsidiary of the Company or any successor to or Person in Control of the Company, or any securities (including any Equity Securities of the Company) or indebtedness convertible into or exchangeable for any such securities or indebtedness, other than as a result of any stock split, stock dividend or distribution, other subdivision, reorganization, reclassification or similar capital transaction involving Equity Securities of the Company; provided that the Shareholder and each Investor may acquire, offer or seek to acquire, agree to acquire or make a proposal to acquire Company Ordinary Shares (and any securities (including any Equity Securities of the Company) convertible into or exchangeable for Company Ordinary Shares) and Derivative Instruments of, or in respect of, the Company or any Subsidiary of the Company, if immediately following such acquisition, agreement to acquire or proposal to acquire, the collective Beneficial Ownership of Company Ordinary Shares of the Investors, as a group, would not exceed the Standstill Level;

(ii) enter into any discussions or arrangements with any Person regarding any Transfer (other than Transfers permitted bySections 3.1 and 3.2) of Voting Securities, including Transfers by operation of Law and Transfers in connection with any merger, share exchange, consolidation, business combination or other similar transaction;

(iii) participate in any acquisition of assets or business of the Company or its Subsidiaries or Affiliates;

(iv) conduct, fund or otherwise participate in any tender offer or exchange offer involving Voting Securities or any securities convertible into, or exercisable or exchangeable for, Voting Securities, in each case not approved by the Board (other than tendering or exchanging any such Voting Securities or securities convertible into, or exercisable or exchangeable for, Voting Securities in a manner not otherwise prohibited by Section 3.1);

(v) otherwise act, alone or in concert with others, to seek to control or influence the management, Board, shareholders or policies of the Company or its Subsidiaries or Affiliates, or take any action to prevent or challenge any transaction to which the Company or any of its Subsidiaries or Affiliates is a party, except as required pursuant to Section 2.3(b) or by exercising their voting rights as a shareholder of the Company in a manner that is not otherwise prohibited by this Agreement;

(vi) make or join or become a participant in (or in any way knowingly encourage) any "solicitation" of "proxies" (as such terms are defined in Regulation 14A as promulgated by the SEC) or consent to vote any Voting Securities or any of the voting securities of any of the Company's Subsidiaries or Affiliates, or otherwise advise or knowingly influence any Person with respect to the voting of any securities of the Company or its Subsidiaries or Affiliates;

(vii) make any public announcement with respect to, or solicit or submit a proposal for, or offer, seek, propose or indicate an interest in (with or without conditions) any merger, consolidation, business combination, tender or exchange offer, recapitalization, reorganization, purchase or license of a material portion of the assets, properties, securities or indebtedness of the Company or any Subsidiary of the Company, or other similar extraordinary transaction involving the Company, any Subsidiary of the Company or any of their respective securities or indebtedness, or enter into any discussions, negotiations, arrangements, understandings or agreements (whether written or oral) with any other Person (other than their respective Representatives) regarding any of the foregoing;

(viii) call or seek to call a meeting of shareholders of the Company or initiate any shareholder proposal for action of the Company's shareholders, or seek election or appointment to or to place a representative on the Board (except pursuant to Article II of this Agreement) or seek the removal or suspension of any director from the Board (except pursuant to Article II of this Agreement);

(ix) form, join, become a member or in any way participate in a Group (other than with any Investors) with respect to the securities, other than indebtedness, of the Company or any of its Subsidiaries or Affiliates;

(x) deposit any Voting Securities in a voting trust or similar Contract or subject any Voting Securities to any voting agreement, pooling arrangement or similar arrangement or Contract, or grant any proxy with respect to any Voting Securities (in each case, other than in accordance with Section 2.3 hereof);

(xi) make any proposal or disclose any plan, or cause or authorize any of its and their directors, officers, employees, agents, advisors and other Representatives to make any proposal or disclose any plan on its or their behalf, inconsistent with the foregoing restrictions;

(xii) exercise any rights granted to shareholders of the Company pursuant to Sections 2:110 or 2:114a of the Dutch Civil Code and the corresponding provisions of the Articles of Association (such provisions, the "Waived Provisions");

(xiii) take any action or cause or authorize any of its and their directors, officers, employees, agents, advisors and other Representatives to take any action on its or their behalf, that would reasonably be expected to require the Company or any of its Subsidiaries or Affiliates to publicly disclose any of the foregoing actions or the possibility of a business combination, merger or other type of transaction or matter described in this Section 3.2;

(xiv) advise, intentionally assist, arrange or otherwise enter into any discussions or arrangements with any third party with respect to any of the foregoing;

(xv) directly or indirectly, contest the validity of, or seek an amendment, waiver, suspension or termination of, any provision of this Section 3.2 (including this subclause) or Section 2.3 (whether by legal action or otherwise); or

(xvi) enter into any Derivative Instrument, swap or any other Contract, agreement, transaction or series of transactions that hedges or transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of any Equity Securities of the Company, whether any such Derivative Instrument, swap, Contract, agreement, transaction or series of transactions is to be settled by delivery of securities, in cash or otherwise (each, a "Derivative Transaction"), if the number of Company Ordinary Shares specified or referenced in, or that underlie, such Derivative Transaction, in one or a series of related Derivative Transactions, would exceed nine and nine-tenths percent (9.9%) of the then-issued and outstanding Company Ordinary Shares without the Company's prior written consent (not to be unreasonably withheld, delayed or conditioned);

it being understood and agreed that this Section 3.2 shall not in any way limit the activities of any Shareholder Director taken in good faith solely in his or her capacity as a director of the Company. The Parent, the Shareholder and each Investor shall not, and shall not authorize any of their respective Subsidiaries, Affiliates, directors, officers, employees, agents, advisors or other Representatives to, directly or indirectly, make, in each case to the Company or to a third party, any proposal, statement or inquiry, or disclose any intention, plan or arrangement, whether written or oral, inconsistent with the provisions of this Section 3.2, or request the Company or any of its directors, officers, employees, agents, advisors or other Representatives, directly or indirectly, to amend, waive, suspend or terminate any provision of this Section 3.2 (including this sentence); provided that nothing in this Agreement shall prevent the Parent, the Shareholder, the Investors or any of their respective Representatives from making a suggestion, proposal, offer or other communication relating to any matter to the Board (or any committee thereof) or the CEO of the Company on a confidential basis or otherwise in a manner that would not reasonably be expected to require the Company or Parent to make a public announcement regarding such suggestion, proposal, offer or other communication. A breach of this Section 3.2 by any Subsidiary, Affiliate, director, officer, employee, agent, advisor or other Representative of the Parent, the Shareholder or any Investor (acting on such Person's behalf) shall be deemed a breach by such Person of this Section 3.2. The Shareholder and each Investor expressly and irrevocably waive through the end of the Standstill Period any and all rights they may have under the Waived Provisions.

(b) "Standstill Period" shall mean the period beginning on the date hereof and ending six (6) months after the first Business Day on which the Investors collectively Beneficially Own less than ten percent (10%) of the then-issued and outstanding Company Ordinary Shares.

(c) Notwithstanding anything to the contrary in this Agreement, the provisions of Section 3.2(a) shall not apply with respect to transactions in securities made by (x) any pension plan or benefit plan managed on behalf of the employees or former employees of the Parent or (y) any of its Affiliates or made by insurance Subsidiaries of the Parent or any of its Affiliates in connection with insurance activities in the ordinary course of business.

(d) Notwithstanding anything to the contrary in this Agreement, the prohibition in Section 3.2(a)(i) shall not apply to:

(i) transactions by the Parent's GE Aviation business involving the purchase, sale or leasing of engines, aircraft and related assets;

(ii) acquisitions made (A) as a result of a stock split, stock dividend, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change, (B) in connection with securing or collecting indebtedness previously contracted in good faith and not with the intention of circumventing the prohibition in Section 3.2(a)(i) or (C) as a result of the exercise of preemptive rights pursuant to Section 3.3; or

(iii) acquisitions made in connection with a transaction in which the Parent, the Shareholder, any of the Investors or any of their respective Affiliates acquires a previously unaffiliated business entity that Beneficially Owns Company Ordinary Shares or other Voting Securities, or any securities convertible into, or exercisable or exchangeable for, Company Ordinary Shares or other Voting Securities, at the time of the consummation of such acquisition; provided that in connection with any such acquisition, the Parent, the Shareholder, the applicable Investor or the applicable Affiliate, as the case may be, (A) either (1) causes such entity to divest the Company Ordinary Shares or other Voting Securities, or any securities convertible into, or exercisable or exchangeable for, Company Ordinary Shares or other Voting Securities, Beneficially Owned by the acquired entity prior to the consummation of such acquisition or (2) divests the Company Ordinary Shares or other Voting Securities, or any other securities convertible into, or exercisable or exchangeable for, Company Ordinary Shares or other Voting Securities, Beneficially Owned by the Parent, the Shareholder, the Investors and their respective Affiliates, in an amount so that the Parent, the Shareholder, the Investors and their respective Affiliates, together with such acquired business entity, shall not, acting alone or as part of a Group, directly or indirectly, Beneficially Own a number of Company Ordinary Shares in excess of the Standstill Level following such acquisition, and (B) if any annual or extraordinary meeting of the shareholders is held prior to the disposition thereof, votes such Company Ordinary Shares or other Voting Securities to be so disposed on each matter presented at any such annual or extraordinary meeting of the shareholders in accordance with the recommendation of the Board, any committee of the Board or the Company;

provided that, in the case of each of (i) through (iii) of this Section 3.2(d), such activities shall be made without the intent to influence the control of the Company, and provided, further, that the Parent, the Shareholder, the Investors or any of their Affiliates shall not use any confidential material of the Company in connection with such activities.

Section 3.3 Preemptive Rights. Except to the extent the Board, as a matter of applicable mandatory Law, is unable to offer Preemptive Rights to the Investors, the Company hereby grants each Investor the right, subject to applicable Law, to purchase its Pro Rata Portion of any New Securities the Company proposes to sell or issue for cash from time to time in excess of the Preemptive Rights Threshold. The Company shall give written notice of a proposed issuance or sale described in the preceding sentence to the Shareholder and each Investor at least ten (10) days prior to the date of the proposed issuance or sale (or, if such notice period is not reasonably possible under the circumstances, such prior notice as is reasonably possible) in excess of the Preemptive Rights Threshold. Such notice shall set forth (to the extent known) the material terms and conditions of the proposed issuance or sale, including the proposed manner of disposition, the number or amount and description of the shares proposed to be issued or sold, the proposed issuance or sale date, the proposed purchase or subscription price per share, and an offer to each Investor to purchase or subscribe for its Pro Rata Portion of such New Securities. At any time during the ten (10) day period (or such shorter period if the Company's notice was sent, in accordance with the second sentence of this Section 3.3, less than ten (10) days prior to the proposed issuance or sale date) following receipt of such notice, each Investor shall have the right to elect to purchase or subscribe for its Pro Rata Portion of the number of New Securities at the purchase or issuance price and upon the terms and conditions set forth in the notice. Each Investor may transfer its rights to make such purchase to any of its Permitted Transferees. The Company shall be free to complete the proposed issuance or sale of New Securities; provided that (i) the Company sells or issues to each Investor (or its Permitted Transferees) any New Securities it elected to purchase pursuant to its response to the Company's notice, on the terms and conditions set forth in the notice, simultaneously with any sale or issuance of such New Securities to any other Person, (ii) any sale or issuance of such New Securities to any other Person must be on terms no less favorable to the Company than those set forth in the notice delivered to the Investors and (iii) the sale or issuance must close no more than ninety (90) days after the proposed date included in the notice.

Section 3.4 Majority Ownership. For so long as any Investor is a "United States shareholder" within the meaning of Section 951(b) of the Code (a "United States Shareholder"), the Company shall not take any actions out of the ordinary course of business that would reasonably be expected to cause the Company to be a CFC. Neither the Investors nor the Company shall take any action that would cause the Investors (collectively) to own (within the meaning of Section 958(a) of the Code) more than fifty percent (50%) of either (i) the total combined voting power; or (ii) the total value of the stock of the Company, either alone or together with one or more Persons who are United States Shareholders of the Company; provided that if the Investors (collectively) do come to own more than fifty percent (50%) of the vote or value of the Company, either alone or together with one or more United States Shareholders (the number of securities in excess of such fifty percent (50%) level (by vote or value), the "Excess Shares Amount"), the Shareholder and each Investor may Transfer a number of Equity Securities of the Company equal to the Excess Shares Amount freely without regard to the transfer restrictions set forth in Section 3.1. For purposes of this Section 3.4, the term "Equity Securities" shall also include any interest treated as Equity Securities of the Company for U.S. federal income tax purposes.

Section 3.5 Pro Rata Redemptions. In the event of a proposed redemption or repurchase of Equity Securities of the Company by the Company or its Subsidiaries, each Investor shall be entitled to cause the Company or its Subsidiaries to redeem or repurchase Equity Securities of the Company it holds up to its Pro Rata Portion of the Equity Securities of the Company that the Company or its Subsidiary, as applicable, proposes to redeem or repurchase. The Company shall give written notice of a proposed redemption or repurchase to the Shareholder and each Investor at least ten (10) days prior to the date of the proposed redemption or repurchase (or, if such notice period is not reasonably possible under the circumstances, such prior notice as is reasonably possible). Such notice shall set forth (to the extent known) the material terms and conditions of the proposed redemption or repurchase, including the proposed manner of redemption or repurchase, the number or amount and description of the shares proposed to be redeemed or repurchased, the proposed transaction date, the proposed redemption or repurchase price per share, and an offer to each Investor to cause the Company or its Subsidiaries to redeem or repurchase Equity Securities of the Company it holds up to its Pro Rata Portion of the Equity Securities of the Company that the Company or its Subsidiary proposes to redeem or repurchase. At any time during the ten (10) day period (or such shorter period if the Company's notice was sent, in accordance with the second sentence of this Section 3.5, less than ten (10) days prior to the proposed redemption or repurchase date) following receipt of such notice, any Investor shall have the right to elect to redeem or resell its Pro Rata Portion of the Equity Securities of the Company at the redemption or repurchase price and upon the terms and conditions set forth in the notice. The Company shall be free to complete the proposed redemption or repurchase of Equity Securities of the Company; provided that (i) the Company redeems or repurchases any Equity Securities of the Company that any Investor elected to have redeemed or repurchased pursuant to its response to the Company's notice, on the terms and conditions set forth in the notice, simultaneously with any redemption or repurchase of Equity Securities of the Company from any other shareholder of the Company, (ii) any redemption or repurchase of such Equity Securities of the Company from any other shareholder must be on terms no less favorable to the Company than those set forth in the notice delivered to the Investors and (iii) the redemption or repurchase must close no more than ninety (90) days after the proposed date included in the notice.

Section 3.6 Listing. The Company shall not take any action, or fail to take any action, that would cause the Company Ordinary Shares to no longer be listed on the New York Stock Exchange.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of the Investors. Each Investor, on behalf of itself and not any other Investor, hereby represents and warrants to the Company as follows as of the date hereof (or, if applicable, as of the date of the joinder agreement pursuant to which such Investor shall have become a party to this Agreement):

(a) Such Investor Beneficially Owns and owns of record the number of Company Ordinary Shares as listed on Schedule A (or, in the case of a joinder agreement, as listed on an annex to such joinder agreement) opposite such Investor's name.

(b) Such Investor is duly incorporated or otherwise organized and validly existing under the Laws of its jurisdiction of organization and has the requisite power and authority to own its assets and properties and operate its business as now conducted. Such Investor is in good standing (where such concept is legally recognized in the applicable jurisdiction) and has all requisite power to enter into, complete the transactions contemplated by, and carry out its obligations under, this Agreement.

(c) The execution and delivery by such Investor of this Agreement, the performance by it of its obligations under this Agreement and the consummation by it of the transactions contemplated by this Agreement do not and will not: (i) violate or result in the breach of any provision of the organizational documents of such Investor; (ii) conflict with or violate in any material respect any Law or Order of any Governmental Authority applicable to, or require any Governmental Approvals to be made or obtained by, such Investor (except for any such consents or approvals which have been obtained); or (iii) conflict with or violate, result in any breach of, constitute a default (or event which, with the giving or notice or lapse of time, or both, would constitute a default) under, require any consent under or give to any Person any rights of termination, acceleration or cancellation of, or result in a loss of rights under, any Contract to which such Investor is a party or by which it or any of its properties, assets or businesses is bound or subject.

(d) The execution, delivery and performance by such Investor of this Agreement, and the consummation by such Investor of the transactions contemplated hereunder, have been duly authorized by all necessary corporate and shareholder action on the part of such Investor, and no further approval or authorization shall be required on the part of such Investor. This Agreement has been duly executed and delivered by such Investor. Assuming due authorization, execution and delivery by the other parties hereto, this Agreement constitutes the legal, valid and binding obligation of such Investor, enforceable against such Investor in accordance with its terms.

(e) Such Investor: (i) is acquiring the Company Ordinary Shares for its own account, solely for investment and not with a view toward, or for sale in connection with, any distribution thereof in violation of any foreign, federal, state or local securities or "blue sky" laws, or with any present intention of distributing or selling such Company Ordinary Shares, as applicable, in violation of any such laws, (ii) has such knowledge and experience in financial and business matters and in investments of this type that it is capable of evaluating the merits and risks of its investment in the Company Ordinary Shares, as applicable, and of making an informed investment decision and (iii) is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act. Such Investor understands that the Company is relying on the statements contained herein to establish an exemption from registration under the Securities Act and under foreign, federal, state and local securities Laws and acknowledges that the Company Ordinary Shares issued to it by the Company pursuant to the applicable deed of issue are not registered under the Securities Act or any other applicable Law and that such Company Ordinary Shares may not be Transferred except pursuant to the registration provisions of the Securities Act (and in compliance with any other applicable Law) or pursuant to an applicable exemption therefrom.

Section 4.2 Representations and Warranties of the Company. The Company hereby represents and warrants to the Parent and the Investors as follows:

(a) The Company is validly existing and is a company duly incorporated under the Laws of the Netherlands with full power and authority to conduct such business as it presently conducts, and has been in continuous existence since its incorporation. The Company has all requisite power to enter into, complete the transactions contemplated by, and carry out its obligations under, this Agreement.

(b) The execution and delivery by the Company of this Agreement, the performance by it of its obligations under this Agreement and the consummation by it of the transactions contemplated by this Agreement do not and will not: (i) subject to Section 6.6, violate or result in the breach of any provision of the organizational documents of the Company; (ii) conflict with or violate in any material respect any Law or Order of any Governmental Authority applicable to, or require any Governmental Approvals to be made or obtained by the Company (except for any such consents or approvals which have been obtained); or (iii) conflict with or violate, result in any breach of, constitute a default (or event which, with the giving or notice or lapse of time, or both, would constitute a default) under, require any consent under or give to any Person any rights of termination, acceleration or cancellation of, or result in a loss of rights under, any Contract to which the Company is a party or by which it or any of its properties, assets or businesses is bound or subject.

(c) The execution, delivery and performance by the Company of this Agreement, and the consummation by the Company of the transactions contemplated hereunder, have been duly authorized by all necessary corporate and shareholder action on the part of the Company, and no further approval or authorization shall be required on the part of the Company. This Agreement has been duly executed and delivered by the Company. Assuming due authorization, execution and delivery by the other parties hereto, this Agreement constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

Section 4.3 Representations and Warranties of the Parent. The Parent hereby represents and warrants to the Company as follows as of the date hereof:

(a) The Parent is duly incorporated or otherwise organized and validly existing under the Laws of its jurisdiction of organization and has the requisite power and authority to own its assets and properties and operate its business as now conducted. The Parent is in good standing (where such concept is legally recognized in the applicable jurisdiction) and has all requisite power to enter into, complete the transactions contemplated by, and carry out its obligations under, this Agreement.

(b) The execution and delivery by the Parent of this Agreement, the performance by it of its obligations under this Agreement and the consummation by it of the transactions contemplated by this Agreement do not and will not: (i) violate or result in the breach of any provision of the organizational documents of the Parent; (ii) conflict with or violate in any material respect any Law or Order of any Governmental Authority applicable to, or require any Governmental Approvals to be made or obtained by the Parent (except for any such consents or approvals which have been obtained); or (iii) conflict with or violate, result in any breach of, constitute a default (or event which, with the giving or notice or lapse of time, or both, would constitute a default) under, require any consent under or give to any Person any rights of termination, acceleration or cancellation of, or result in a loss of rights under, any Contract to which the Parent is a party or by which it or any of its properties, assets or businesses is bound or subject.

(c) The execution, delivery and performance by the Parent of this Agreement, and the consummation by the Parent of the transactions contemplated hereunder, have been duly authorized by all necessary corporate and shareholder action on the part of the Parent, and no further approval or authorization shall be required on the part of the Parent. This Agreement has been duly executed and delivered by the Parent. Assuming due authorization, execution and delivery by the other parties hereto, this Agreement constitutes the legal, valid and binding obligation of the Parent, enforceable against the Parent in accordance with its terms.

ARTICLE V
TAX MATTERS

Section 5.1 Tax Return Information. The Company will as promptly as practicable furnish to any Investor information reasonably requested to enable such Investor or its direct or indirect equity owners to comply with any applicable tax reporting requirements with respect to Equity Securities of the Company held by such Investor, including such information as may be reasonably requested by such Investor to complete U.S. federal, state or local or non-U.S. income tax returns. The Company will use reasonable best efforts to provide any tax-related information that is required to be provided to the Investors by the Company or any of its Subsidiaries in respect of a taxable year within eighty (80) days following the end of such taxable year.

Section 5.2 PFIC and CFC Information. As soon as practicable, but in any event within eighty (80) days after the end of each taxable year, the Company will timely determine whether the Company or any of its Subsidiaries is expected to be, or was, a PFIC or CFC for any taxable year and inform the Investors of its determination. If the Company believes the Company or any of its Subsidiaries is a PFIC or a CFC for any taxable year or there is a reasonable possibility that the Company or any of its Subsidiaries will be a PFIC or a CFC for any taxable year, as soon as practicable, but in any event, within eighty (80) days after the end of each taxable year, the Company will prepare an annual statement that sets forth an estimate of the amount that the Investors would be required to include in taxable income on their U.S. tax returns if the Company or such Subsidiary did in fact constitute a PFIC or a CFC for such taxable year, as well as any other information required to comply with applicable CFC and PFIC reporting requirements. Each of the Investors will cooperate with the Company, and provide such information as may be reasonably requested by the Company, to determine whether the Company is a CFC.

Section 5.3 QEF Election. If the Company believes there is a reasonable possibility that the Company or any of its Subsidiaries constitutes a PFIC for any taxable year, as soon as practicable, but in any event, within ninety (90) days after the end of such taxable year, the Company will provide the Investors with the information necessary in order for the Investors or any direct or indirect equity owner therein, as the case may be, to timely and properly make an election under Section 1295 of the Code to treat the Company or such Subsidiary as a "qualified electing fund" (a "QEF Election") and comply with the reporting requirements applicable to such a QEF Election. The Company will obtain professional assistance experienced in matters relating to the relevant aspects of the Code to the extent necessary to make the determinations and to provide the information and statements described in Section 5.1, Section 5.2 and this Section 5.3.

Section 5.4 Retention of Tax Information. The Company hereby undertakes to keep any documentation supporting any tax-related information supplied to any Investor as provided under this Article V for no less than seven (7) years.

Section 5.5 Cooperation. The Company will reasonably cooperate with the Investors in considering structures that mitigate any adverse PFIC or CFC tax consequences to the Investors and that limit withholding or capital gain taxes with respect to amounts paid to the Investors, including in connection with any transfer of Company Ordinary Shares. Without limitation of the foregoing, for so long as any Investor is a "United States shareholder" within the meaning of Section 951(b) of the Code, the Company will, at the Shareholder's request, consult with the Shareholder regarding the advisability of making an election to treat any Subsidiary for U.S. federal income tax purposes as an association taxable as a corporation, a partnership or a disregarded entity under U.S. Treasury Regulations Section 301.7701-3(a) and shall use commercially reasonable efforts to make an election to treat each foreign Subsidiary for U.S. federal income tax purposes as a disregarded entity and not to make an election to treat any foreign Subsidiary for U.S. federal income tax purposes as an association taxable as a corporation provided that the making of such election, or failure to make such election, respectively, would not have any material adverse consequences to the Company as determined in the Company's sole good faith discretion.

ARTICLE VI
MISCELLANEOUS

Section 6.1 Term. This Agreement will be effective as of the date hereof and shall automatically terminate at such time as the Investors no longer Beneficially Own any Company Ordinary Shares. If this Agreement is terminated pursuant to this Section 6.1, this Agreement shall become void and of no further force and effect, except for the provisions set forth in Section 1.2 and this Article VI, and except that no termination hereof shall have the effect of shortening the Standstill Period.

Section 6.2 Notices.

(a) All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by electronic mail, by delivery in person, by overnight courier service or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 6.2):

(i) if to the Parent:

General Electric Company
5 Necco Street
Boston, Massachusetts 02210
Attention: Senior Counsel, Mergers & Acquisitions
Email: ma.transaction@ge.com

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
United States of America
Attention: Scott A. Barshay
Steven J. Williams
Email: sbarshay@paulweiss.com
swilliams@paulweiss.com

(ii) if to the Shareholder:

c/o General Electric Company

5 Necco Street
Boston, Massachusetts 02210
Attention: Senior Counsel, Mergers & Acquisitions
Email: ma.transaction@ge.com

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
United States of America
Attention: Scott A. Barshay
Steven J. Williams
Email: sbarshay@paulweiss.com
swilliams@paulweiss.com

(iii) if to the Company:

AerCap Holdings N.V.
AerCap House
65 St. Stephen's Green
Dublin D02 YX20
Ireland
Attention: General Counsel
Email: VDrouillard@aercap.com

with a copy to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Attention: Mark I. Greene
Craig Arcella
O. Keith Hallam, III
G.J. Ligelis Jr.
Email: MGreene@cravath.com
CArcella@cravath.com
KHallam@cravath.com
GLigelisJr@cravath.com

(b) Any notice given under this Agreement shall, in the absence of earlier receipt, be deemed to have been duly given as follows:

(i) if delivered by electronic mail, upon confirmation of receipt;

(ii) if delivered personally, on delivery; and

(iii) if sent by registered or certified mail, three (3) clear Business Days after the date of posting.

(c) For the purposes of this Section 6.2, any reference to a particular time relates to the time at the location of the party giving notice as set out in Section 6.2(a).

Section 6.3 Investor Actions. Any determination, consent or approval of, or notice or request delivered by, or any similar action of, the Investors (each, an "Investor Action") shall be made by, and shall be valid and binding upon, all Investors if made by (i) a majority of the Total Voting Power then Beneficially Owned by all Investors or (ii) the Parent; provided, that in the event of any conflict between any Investor Action made by a majority of the Total Voting Power Beneficially Owned by all Investors and an Investor Action made by the Parent, the Investor Action made by the Parent shall control.

Section 6.4 No Rescission. Each party to this Agreement hereby waive their rights under Sections 6:265 to 6:272 inclusive and 6:228, respectively, of the Dutch Civil Code to rescind (*ontbinden*) or nullify (*vernietigen*) on the ground of error (*dwaling*), or demand in legal proceedings the rescission (*ontbinding*) or nullification (*vernietiging*) of, this Agreement or to amend (*wijzigen*) this Agreement under Section 6:230 of the Dutch Civil Code.

Section 6.5 No Partnership. Nothing in this Agreement shall be taken to constitute a partnership between any of the parties to this Agreement or the appointment of the parties to this Agreement as agent for the others.

Section 6.6 Articles of Association. Upon the occurrence of a conflict between any provision of this Agreement and any provision of the Articles of Association, then this Agreement will prevail, subject to applicable Law.

Section 6.7 Amendments and Waivers. No provision of this Agreement may be amended, supplemented or modified except by a written instrument signed by the Parent, the Shareholder and the Company, and any such amendment, supplement or modification shall be binding on the Investors. No provision of this Agreement may be waived except by a written instrument signed by (i) the Company, in the event the waiver is to be effective against the Company or (ii) the Parent and the Shareholder, in the event the waiver is to be effective against the Parent, the Shareholder or the Investors, and any such waiver shall be binding on the Investors. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege (*geen rechtsverwerking*). The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

Section 6.8 Assignment. This Agreement shall not be assigned, in whole or in part, by operation of Law or otherwise without the prior written consent of the Parent, the Shareholder and the Company, and any such assignment shall be binding on the Investors. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their successors and permitted assigns.

Section 6.9 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Any term or provision of this Agreement held invalid, illegal or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid, illegal or unenforceable. Upon any determination that any term or provisions of this Agreement is held invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be completed as originally contemplated to the greatest extent possible.

Section 6.10 Counterparts. This Agreement may be executed in one or more counterparts, and by the parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of any such agreement.

Section 6.11 Entire Agreement. Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement of the parties hereto with respect to its subject matter and supersedes all prior agreements and undertakings, both written and oral, other than the Confidentiality Agreement to the extent not in conflict with this Agreement, between or on behalf of the Parent and/or its Affiliates, on the one hand, and the Company and/or its Affiliates, on the other hand, with respect to its subject matter.

Section 6.12 English Language. This Agreement is in the English language and if this Agreement is translated into another language, the English language text shall prevail. Each notice or other communication under or in connection with this Agreement shall be in English.

Section 6.13 Governing Law; Jurisdiction.

(a) This Agreement, all transactions contemplated by this Agreement, and all claims and defenses of any nature (including contractual and non-contractual claims and defenses) arising out of or relating to this Agreement, any transaction contemplated by this Agreement, and the formation, applicability, breach, termination or validity of this Agreement (each, a "Dispute"), will be exclusively governed by and construed and enforced in accordance with the laws of the Netherlands without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the Netherlands to be applied.

(b) Any Dispute will exclusively be brought and resolved in the courts of Amsterdam, The Netherlands.

Section 6.14 Specific Performance. The parties hereby agree that irreparable damage would occur and that the parties would not have an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that monetary damages, even if available, would not be an adequate remedy therefor and that the right of specific enforcement is an integral part of this Agreement and without that right, none of the Parent, the Shareholder, the Investors or the Company would have entered into this Agreement. It is accordingly agreed by the parties hereby that, prior to any termination of this Agreement in accordance with its terms, the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, without proof of damages or otherwise (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which such party is entitled at law or in equity. The parties further agree not to assert that a remedy of specific enforcement by the Parent, the Shareholder, the Investors or the Company is unenforceable, invalid, contrary to Law or inequitable for any reason, and not to assert that a remedy of monetary damages would provide an adequate remedy or that the Parent, the Shareholder, the Investors or the Company otherwise have an adequate remedy at law. The parties further acknowledge and agree that it is their anticipation and expectation that specific enforcement will be the primary remedy in the event that any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached.

Section 6.15 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns and is not intended to and shall not confer upon any other Person any rights (*geen derdenbeding*), benefits or remedies of any nature under or by reason of this Agreement. Accordingly, any Person who is not a party to this Agreement may not enforce any of its terms.

Section 6.16 Obligation To Update Schedule A. The Parent, the Shareholder and each Investor shall, as promptly as practicable following the completion of any acquisition or Transfer of any Equity Securities of the Company or any Derivative Instrument in respect of the Company, notify the Company in writing of such acquisition or Transfer and provide the Company with any information or materials with respect to such acquisition or Transfer (including the amount acquired or Transferred and the identity of the counterparty to such acquisition or Transfer) reasonably requested by the Company. Each of the parties hereto agrees that in connection with any acquisitions or Transfers of securities of the Company in accordance with the terms hereof, the parties hereto will, as promptly as practicable following the completion of such acquisition or Transfer, modify Schedule A to reflect the effect of such acquisition or Transfer.

Section 6.17 Agent for Service of Process.

(a) Without prejudice to any other permitted mode of service, each of the Parent, the Shareholder and each Investor irrevocably agrees that service of any claim form, notice or other document for the purpose of Section 6.13 shall be duly served upon it if delivered personally or sent by pre-paid recorded delivery, special delivery or registered post to the address of the Parent provided in Section 6.2 or such other Person and address in New York, New York as the Parent or the Shareholder shall notify the Company of in writing from time to time and the parties agree that failure by such appointed Person to notify their appointor of any such service shall not invalidate the proceedings concerned.

(b) Without prejudice to any other permitted mode of service, the Company irrevocably agrees that service of any claim form, notice or other document for the purpose of Section 6.13 shall be duly served upon it if delivered personally or sent by pre-paid recorded delivery, special delivery or registered post to the Company at its address set forth in Section 6.2 or such other Person and address in The Netherlands as the Company shall notify the Parent and the Shareholder of in writing from time to time and the parties agree that failure by such appointed Person to notify their appointor of any such service shall not invalidate the proceedings concerned.

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IN WITNESS WHEREOF, each of the parties has duly executed this Agreement as of the date and year set forth above.

GENERAL ELECTRIC COMPANY

By: /s/ Robert M. Giglietti
Name: Robert M. Giglietti
Title: Vice President

GE CAPITAL US HOLDINGS, INC.

By: /s/ Robert M. Giglietti
Name: Robert M. Giglietti
Title: Senior Vice President & CFO

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement as of the date and year set forth above.

AERCAP HOLDINGS N.V.

By: /s/ Peter Juhas
Name: Peter Juhas
Title: Authorised Signatory

By: /s/ Risteard Sheridan
Name: Risteard Sheridan
Title: Authorised Signatory

EXHIBIT A

Foundation Structure

Ownership of Company Ordinary Shares:	● Each Investor shall transfer all Company Ordinary Shares owned by it to a Dutch foundation (*stichting administratiekantoor*) (the "Stichting"). ● The Investors will receive a corresponding number of registered depository receipts from the Stichting which will entitle them to all of the economic benefits of the Company Ordinary Shares held by the Stichting (e.g., dividends on the Company Ordinary Shares). The depositary receipts will be issued without cooperation of the Company (*zonder medewerking*). ● The Stichting will be the legal owner of the Company Ordinary Shares held by it and will act as trustee for the Investors. ● The Stichting will accede to the Agreement, which Agreement, at the direction of the Company, will be amended as required to implement Exhibit A.
Voting of Company Ordinary Shares:	● The Foundation Agreements shall, at all times, provide that the Stichting shall (i) attend all general meetings of the Company and sign the attendance list and (ii) cause all Company Ordinary Shares owned by it or over which it has voting control to abstain from voting or be voted in accordance with the terms of this Agreement. ● The voting of Company Ordinary Shares shall be subject to the terms and conditions of this Agreement, including Section 2.3, as if such terms and conditions applied to voting by the Stichting.
Transfers of Company Ordinary Shares to Third Parties:	● Investors will be able to direct the Stichting to Transfer Company Ordinary Shares held by the Stichting to any Person other than a Permitted Transferee, in which case the Stichting shall, at such Investor's request, Transfer such number of Company Ordinary Shares on behalf of such Investor to such Person upon such Investor either (A) transferring the corresponding number of depository receipts to the Stichting or (B) acknowledging the cancellation of the corresponding number of depository receipts by the Stichting. ● All Transfers of Company Ordinary Shares shall be subject to applicable Laws and the terms and conditions of this Agreement, including Section 3.1, as if such terms and conditions applied to Transfers by the Stichting.

Terms of Depository Receipts:	● To be governed by terms of administration, including the items under the heading "Voting of Company Ordinary Shares" in this Exhibit A. ● The terms of administration will stipulate in any case the following: (i) any distributions on the Company Ordinary Shares will be paid without any delay by the Stichting to the Investor holding the corresponding depository receipts; (ii) each Investor will have the right to exercise pre-emptive rights in the same manner as regular shareholders of the Company can exercise in any future share issuances; (iii) each Investor will have the right to instruct the Stichting to vote at a general meeting, and the Stichting must act in accordance with such instruction, subject to the terms and conditions of this Agreement, including Section 2.3; and (iv) to the extent permitted by the Agreement, the Stichting must act in accordance with the instructions of the Investors whenever an investment decisions should be made with respect to the Company Ordinary Shares which situations includes but is not limited to the corporate events such as a Designated Shareholder Voting Matters, buy-back programs, transactions triggering cash exit rights, optional dividend (cash and/or shares).
Form and Governance of the Stichting:	● Tax transparent orphan legal entity (i.e. without shareholders or members). ● Board of the Stichting will be comprised of three (3) members, to be appointed and removed by the Company, two of which will be independent from the Company within the meaning of the Dutch Corporate Governance Code. ● The Company will be a third party beneficiary at no consideration of the terms of administration.
Other Provisions / Documentation Conventions:	● The Foundation Agreements will, except to the extent inconsistent with the Foundation Structure, this Agreement or any other Transaction Agreement, be based upon Section 2 of the Shareholder Agreement, dated 12 September 2012, relating to ASML Holding N.V., between Intel Holdings B.V., Intel Corporation, Stichting Administratiekantoor MAKTSJAB and ASML Holding N.V.
Termination:	● The Investors, at the election of the Shareholder, shall be permitted to terminate the Foundation Structure and the Foundation Agreements on the first Business Day on which the collective Beneficial Ownership of Company Ordinary Shares of the Investors, as a group, is less than or equal to ten percent (10%) of the then issued and outstanding Company Ordinary Shares.

EXHIBIT B

Director Eligibility Requirements

[See attached.]

AerCap Holdings N.V.

Profile

of the

Non-Executive Directors

of the

Board of Directors

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10 December 2020

1. Introduction

1.1 AerCap Holdings N.V. (the **Company**) is a NYSE listed company, incorporated in the Netherlands and having its office and principal place of business in Ireland, with a one-tier board structure. This profile regulates the number of Non-Executive Directors on the board of directors of AerCap Holdings N.V. (the **Board of Directors**) and the composition of their group.

2. Size

2.1 The Board of Directors shall consist of a maximum of twelve (12) Directors including one (1) Executive Director. The other Directors shall be Non-Executive Directors.

2.2 The Non-Executive Directors shall be appointed in accordance with applicable law, the Company's Articles of Association and/or the Company's Rules for the Board of Directors, including its Committees. The Board of Directors appointment schedule is posted on the Company's website.

3. Independence

3.1 In accordance with article 2.3.2 of the Company's Rules for the Board of Directors, including its Committees, the Board of Directors intends to meet the independence requirements of the Dutch Corporate Governance Code, as applied by the Company.

3.2 The Non-Executive Director who is serving as chairman of the Board of Directors shall not have been an executive director of the Company.

4. Composition

4.1 The composition of the Board of Directors shall be such that proper and independent supervision by the Non-Executive Directors is assured. The Board of Directors shall aim for a diverse composition, in line with the global nature and identity of the Company and its business, in terms of such factors as nationality, background, gender and age. We are committed to advancing female representation on our Board of Directors, as we believe that greater diversity of the Board of Directors will have a positive impact. Candidate Non-Executive Directors will be primarily selected on the basis of core competencies, professional backgrounds and skill sets as listed in clause 4.3.

4.2 The Non-Executive Directors are from diverse professional backgrounds and combine a broad spectrum of experience and expertise with a reputation for integrity. All Non-Executive Directors have experience in positions with a high degree of responsibility and have a proven ability to exercise mature business judgement.

4.3 The Non-Executive Directors as a whole should also possess the core competencies, professional backgrounds and skill sets listed below, and each member is nominated on the basis of their potential contribution in terms of knowledge, experience and skill in one or more areas, regardless of gender or race and in accordance with the needs of the Board of Directors and its committees at the time of nomination and should be capable of assessing the broad outline of the overall policy.

Aviation expertise

a. aircraft operating expertise;
b. aircraft leasing expertise;
c. transportation or logistics expertise;

Management expertise

d. international management expertise;
e. experience with political, economic and social relations, domestic and international;
f. financial and accounting expertise;
g. information technology and human resources expertise;
h. marketing and networking expertise;
i. strategy and management expertise;

Corporate governance expertise

j. corporate legal expertise in a complex legal and regulatory environment;
k. familiarity with the requirements of the New York Stock Exchange and the SEC;
l. familiarity with the corporate governance requirements for public companies in Europe, including the Netherlands; and
m. familiarity with corporate social responsibility issues that are relevant for the Company and its business.

4.4 The Non-Executive Director who is serving as chairman of the Board of Directors shall also meet the following criteria:

a. he/she shall have demonstrable experience in a management function within a complex internationally operating organisation;
b. he/she shall have demonstrable experience in a supervisory or non-executive role within a complex internationally operating organisation;
c. he/she shall have an excellent reputation and great authority.

4.5 At least one Non-Executive Director shall be a financial expert, in the sense that the Non-Executive Director has relevant knowledge and experience of financial administration and international accounting for listed companies or other large legal entities (including knowledge of and experience with IFRS and US GAAP).

5. Disclosure

5.1 This profile shall be posted on the Company's website.

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SCHEDULE A

Ownership Schedule

Shareholder/Investor	Number of Company Ordinary Shares Beneficially Owned	Number of Company Ordinary Shares Owned of Record
GE Capital US Holdings, Inc.		111,500,000

EXHIBIT 99.5

AERCAP REGISTRATION RIGHTS AGREEMENT

Dated as of November 1, 2021

TABLE OF CONTENTS

This REGISTRATION RIGHTS AGREEMENT, dated as of November 1, 2021 (this "Agreement"), is made between AerCap Holdings N.V., a Netherlands public limited liability company (together with its successors and permitted assigns, the "Company"), and General Electric Company, a New York corporation (together with its successors and permitted assigns, the "Shareholder").

A. On the date hereof, GE Capital US Holdings, Inc., a Delaware corporation ("GE U.S."), acquired 111,500,000 ordinary shares of the Company, par value EUR 0.01 per share (the "Company Shares"), pursuant to the Transaction Agreement, dated as of March 9, 2021 (as amended by Amendment No. 1, dated as of the date hereof, and as may be further amended, supplemented or otherwise modified from time to time, the "Transaction Agreement"), among the Company, AerCap Aviation Leasing Limited, AerCap US Aviation LLC, AerCap Ireland Capital DAC, the Shareholder, GE Ireland USD Holdings ULC, GE Financial Holdings ULC and GE U.S.

B. On the date hereof, the Company, the Shareholder and GE U.S. are also entering into a Shareholders' Agreement (the 'Shareholders' Agreement").

C. In connection with the Completion, the Company desires to grant to the Shareholder certain registration rights in the United States with respect to the Company Shares issued to GE U.S. pursuant to the Transaction Agreement.

D. Capitalized terms used in this Agreement are used as defined in Section 12.

Now, therefore, the parties hereto agree as follows:

1. Demand Registrations.

(a) Short-Form Registration. After the date that is 210 days after the Completion Date, so long as the Shareholder or any Investor holds Company Shares and such shares are Registrable Securities and so long as the Company is eligible to use Form F-3 or, if at such time the Company is not a "foreign private issuer" within the meaning of Rule 3b-4 under the Exchange Act, Form S-3 (or a comparable form) for the registration of the Company Shares, the Shareholder may make one or more Registration Requests covering all or a portion of the Registrable Securities held by it and the Investors pursuant to a shelf registration for the sale or distribution of Registrable Securities on a delayed or continuous basis pursuant to Rule 415 under the Securities Act (a "Shelf Registration"). Any Shelf Registration shall provide for the resale of the Company Shares from time to time in the United States by and pursuant to any method or combination of methods legally available to the Shareholder and the Investors (including, without limitation, an underwritten offering, a direct sale to purchasers, a sale to or through brokers, dealers or agents, a sale over the internet, block trades, derivative transactions with third parties, sales in connection with short sales and other hedging transactions). The Company shall comply with the applicable provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by the Shelf Registration Statement in accordance with the intended methods of disposition by the Shareholder and the Investors thereof.

(b) Other Demand Registration. After the date that is 210 days after the Completion Date, so long as the Shareholder or any Investor holds Company Shares and such shares are Registrable Securities, if the Company is not eligible to use Form F-3 or Form S-3 (or a comparable form) for the registration of the Company Shares, the Shareholder may make one or more Registration Requests other than pursuant to a Shelf Registration covering all or a portion of the Registrable Securities held by it and the Investors pursuant to the Securities Act. The Company shall comply with the applicable provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by the Registration Statement in accordance with the intended methods of disposition by the Shareholder and the Investors thereof.

(c) The Company, within thirty (30) days of the date on which the Company receives a Registration Request given by the Shareholder in accordance with Section 1(a) or Section 1(b) hereof, will file with the Commission, and the Company will thereafter use commercially reasonable efforts to cause to be declared effective as promptly as practicable, a Registration Statement on the appropriate form for the registration and sale, in accordance with the intended method or methods of distribution, of the total number of Registrable Securities specified by the Shareholder in such Registration Request (it being agreed that the Registration Statement shall be an automatic shelf registration statement that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act if Rule 462(e) is available to the Company); provided, however, that the Company shall not be obligated to give effect to any Registration Request if, in the Company's reasonable judgment, it is not feasible for the Company to proceed with such registration because of the unavailability of audited or other required financial statements of the Company or any other Person; provided that the Company shall use its commercially reasonably efforts to obtain such financial statements as promptly as practicable.

(d) The Company will use commercially reasonable efforts to keep each Shelf Registration Statement filed pursuant to this Section 1 continuously effective and usable for the resale of the Registrable Securities covered thereby (including by renewing or refiling upon expiration) until the earlier of (i) to the extent applicable, the expiration date contemplated by Rule 415(a)(5) under the Securities Act after giving effect to the grace period contemplated thereby and (ii) the date on which all of the Registrable Securities covered by such Shelf Registration Statement have been sold pursuant to such Shelf Registration Statement; provided that, if on the third (3rd) anniversary date of the effectiveness of a Shelf Registration Statement, Registrable Securities covered by such Shelf Registration Statement remain unsold, the Company shall re-file such Shelf Registration Statement (or file a new Shelf Registration Statement) upon its expiration and keep such re-filed (or new) Shelf Registration Statement effective and usable for the aforesaid period. The time period for which the Company is required to maintain the effectiveness of any Registration Statement is hereinafter referred to as the "Effectiveness Period".

(e) After the date that is 270 days after the Completion Date, at any time that any Shelf Registration is effective, if the Shareholder delivers a notice to the Company (a "Take-Down Notice") stating that it (or any Investor) intends to effect an underwritten offering or distribution of all or part of its or their Registrable Securities included by it (or any Investor) on any Shelf Registration (a "Shelf Offering") and stating the number of the Registrable Securities to be included in the Shelf Offering, then the Company shall amend or supplement the Shelf Registration Statement as may be necessary in order to enable such Registrable Securities to be distributed pursuant to the Shelf Offering. In connection with any Shelf Offering, if the managing underwriter(s) advise the Shareholder and the Investors in writing that in its or their view the total number or dollar amount of Registrable Securities proposed to be sold in such offering is such as to adversely affect the success of such offering, the managing underwriter(s) may limit the number of shares which would otherwise be included in such offering in the same manner as is described in Section 1(h). The Company will pay all Registration Expenses incurred in connection with any registration or underwritten offering requested in accordance with this Agreement.

(f) Selection of Underwriters. If the Shareholder or the Investors intend to distribute the Registrable Securities covered by any Registration Request or Take-Down Notice by means of an underwritten offering, the Shareholder will so advise the Company as a part of the Registration Request or Take-Down Notice. Subject to the last sentence of this Section 1(f), the Shareholder shall have the right to cause the Company to effect up to three (3) such underwritten offerings in any 12-month period pursuant to a Registration Request or Take-Down Notice. In connection with any such underwritten offering, (i) if there are less than five total joint book-running managing underwriters, the Company will have the right to appoint one such joint book-running managing underwriter, and (ii) if there are five or more total joint book-running managing underwriters, the Company will have the right to appoint two such joint book-running managing underwriters, and in each case the Shareholder will have the right to appoint the remaining joint book-running managing underwriters; provided that each of the joint book-running managing underwriters appointed pursuant hereto will have equally shared responsibilities and economics, including for investor meetings and allocating the order book with all other joint book-running managing underwriters. In such an underwritten offering, the Shareholder and any Investor which holds Registrable Securities which are to be sold in such offering (together with the Company) will enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such offering. If the Shareholder disapproves of the terms of the underwriting, the Shareholder may elect to withdraw therefrom (which withdrawal will also constitute a withdrawal by all Investors) by written notice to the Company and the joint book-running managing underwriters; provided, however, that such attempted offering will count as one of the Shareholder's three (3) underwritten offerings described above. Notwithstanding anything in this Agreement to the contrary, an attempted offering will not count as one of the Shareholder's three (3) underwritten offerings described above if the Shareholder's decision to withdraw from, terminate, abandon or cancel such offering results from or arises out of an action by the Company that could reasonably be expected to adversely affect the timing, marketability or offering price of the securities contemplated to have been offered in such registration.

(g) Restrictions on Underwritten Offerings. Notwithstanding anything in this Section 1 to the contrary, the Shareholder and the Investors may not make, and the Company will not be obligated to effect, an underwritten offering unless the reasonably anticipated aggregate gross proceeds of such underwritten offering are at least $100,000,000 (unless the Shareholder and the Investors are proposing to sell all of their remaining Company Shares). In addition, the Shareholder and the Investors may not without the Company's prior written consent:

(i) launch any offering within 120 days of any other underwritten offering of Registrable Securities by the Shareholder or any Investor; and

(ii) offer or sell in any offering (including, if applicable, pursuant to the exercise of any over-allotment or "green shoe" option) any Registrable Securities that would represent more than 16% of the outstanding Company Shares at the time of such offering.

(h) Priority on Demand Registrations. The Company will not include in any underwritten registration pursuant to Section 1 any securities that are not Registrable Securities without the prior written consent of the Shareholder and each Investor. If the managing underwriter(s) advise the Shareholder and the Investors in writing that in its or their opinion the number of Registrable Securities (and, if permitted hereunder, other securities requested to be included in such offering) exceeds the number of securities that can be sold in such offering without adversely affecting the marketability of the offering, the Company will include in such offering only such number of securities that can be sold without adversely affecting the marketability of the offering, which securities will be so included in the following order of priority: (i) first, Registrable Securities of the Shareholder or any Investor and (ii) second, any other securities of the Company that have been requested to be so included. Notwithstanding the foregoing, no employee of the Company or any subsidiary thereof will be entitled to participate, directly or indirectly, in any such registration to the extent that the managing underwriter(s) (or, in the case of any offering that is not underwritten, a nationally recognized investment banking firm) determines in good faith that the participation of such employee in such registration would adversely affect the marketability or offering price of the securities being sold in such registration.

2. Restrictions on Demand Registration.

(a) Right to Defer or Suspend Registration. In the event that the Company determines in good faith that any one or more of the following circumstances exist, the Company may, at its option, (x) defer any registration of Registrable Securities in response to a Registration Request or (y) require the Shareholder and the Investors to suspend any offerings of Registrable Securities pursuant to a Registration Statement for the periods specified:

(i) if the Company is subject to any of its customary suspension or blackout periods, for all or part of such period;

(ii) if any offering would occur during the period commencing 15 days prior to any scheduled investor day presentation and ending two days after the furnishing to the Commission of the Form 6-K or Form 8-K reporting the substance of such investor day presentation, for the duration of such period;

(iii) for not more than sixty (60) days in the aggregate in any 180-day period, if the Company believes that an offering would require the Company, under applicable securities laws and other laws, to make disclosures of material non-public information that would not otherwise be required to be disclosed at that time and the Company believes in good faith that such disclosures at that time would not be in the Company's best interests; provided that this exception shall continue to apply only during the time that such material non-public information has not been disclosed and remains material; provided, further, that upon disclosure of such material non-public information, the Company shall (x) notify the Shareholder and the Investors whose Registrable Securities are included in the Registration Statement; (y) terminate any deferment or suspension it has put into effect; and (z) take such actions necessary to permit registered sales of Registrable Securities as required or contemplated by this Agreement, including, if necessary, the preparation and filing of a post-effective amendment or prospectus supplement so that the Registration Statement and any prospectus forming a part thereof will not include an untrue statement of material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; and

(iv) for not more than sixty (60) days in the aggregate in any 180-day period, if the Company is pursuing a primary underwritten offering of Company Shares pursuant to a Registration Statement; provided, however, that the Shareholder and the Investors shall have Piggyback Registration rights with respect to such primary underwritten offering in accordance with and subject to the restrictions set forth in Section 3.

(b) In addition, the Company shall have the right, exercisable at its option, once in any 12-month period, to (x) defer any registration of Registrable Securities, including the exercise of Piggyback Registration rights in accordance with and subject to the restrictions set forth in Section 3, in response to a Registration Request, or (y) require the Shareholder and the Investors to suspend any offerings of Registrable Securities pursuant to a Registration Statement for a period of not more than sixty (60) days from the date of receipt of notice of such deferral or suspension, in each case, if the Company elects at such time to offer Company Shares or Company Share equivalents in order to:

(i) fund a merger, third party tender offer or exchange offer or other business combination, acquisition of assets or similar transaction; or

(ii) meet rating agency and other capital funding requirements.

(c) Limitation on Deferrals and Suspensions. The Company shall not be permitted to defer registration or require the Shareholder and the Investors to suspend an offering pursuant to this Section 2 if the duration of all such deferrals or suspensions would for any individual reason exceed sixty (60) consecutive days or if the duration of all such deferrals or suspensions would in the aggregate exceed one hundred twenty (120) days in any 12-month period.

(d) If the Company defers any registration of Registrable Securities in response to a Registration Request or Take-Down Notice or requires the Shareholder or the Investors to suspend any offering of Registrable Securities, the Shareholder and the Investors shall be entitled to withdraw such Registration Request or such Take-Down Notice, as the case may be, and if it does so, such request shall not be treated for any purpose as an exercise of a Registration Request or the delivery of a Take-Down Notice pursuant to Section 1 of this Agreement and, for the avoidance of doubt, such offering will not count as one of the three (3) underwritten offerings described in Section 1(f) of this Agreement.

3. Piggyback Registrations.

(a) Right to Piggyback. After the date that is 270 days after the Completion Date, whenever the Company proposes to register any of its securities (other than a registration pursuant to Section 1, relating solely to employee benefit plans, or relating solely to the sale of debt or convertible debt instruments) and the registration form to be filed may be used for the registration or qualification for distribution of Registrable Securities, the Company will give written notice at least fifteen (15) days before the anticipated filing date to the Shareholder and the Investors of its intention to effect such a registration and will include in such registration all Registrable Securities held by the Shareholder and the Investors with respect to which the Company has received from the Shareholder or the Investors a written request for inclusion therein within ten (10) days after the date of the Company's notice (a "Piggyback Registration"). If the Shareholder or any Investor has made such a written request, it may withdraw its Registrable Securities from such Piggyback Registration by giving written notice to the Company and the managing underwriter(s), if any, on or before the fifth (5th) day prior to the planned effective date of such Piggyback Registration. The Company may terminate or withdraw any registration under this Section 3 prior to the effectiveness of such registration, whether or not the Shareholder or any Investor has elected to include Registrable Securities in such registration, and, except for the obligation to pay Registration Expenses pursuant to Section 3(c), the Company will have no liability to the Shareholder or any Investor in connection with such termination or withdrawal.

(b) Underwritten Registration. If the registration referred to in Section 3(a) is proposed to be underwritten, the Company will so advise the Shareholder and the Investors as a part of the written notice given pursuant to Section 3(a). In such event, the right of the Shareholder and the Investors to registration pursuant to this Section 3 will be conditioned upon the Shareholder's or such Investor's participation in such underwriting and the inclusion of the Shareholder's or such Investor's Registrable Securities in the underwriting, and the Shareholder and any Investor which holds Registrable Securities which are to be sold in such offering will (together with the Company and any other holders distributing their securities through such underwriting) enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such offering by the Company. If the Shareholder or an Investor disapproves of the terms of the underwriting, the Shareholder or such Investor may elect to withdraw therefrom (which withdrawal, in the case of the Shareholder, will also constitute a withdrawal by all of its affiliated Investors) by written notice to the Company and the managing underwriter(s).

(c) Piggyback Registration Expenses. The Company will pay all Registration Expenses in connection with any Piggyback Registration, whether or not any registration or prospectus becomes effective or final.

(d) Priority on Primary Registrations. If a Piggyback Registration relates to an underwritten primary offering on behalf of the Company, and the managing underwriters advise the Company in writing that in their opinion the number of securities requested to be included in such registration exceeds the number which can be sold without adversely affecting the marketability of such offering, the Company will include in such registration or prospectus only such number of securities that in the opinion of such underwriters can be sold without adversely affecting the marketability of the offering, which securities will be so included in the following order of priority: (i) first, the securities the Company proposes to sell and (ii) second, the Registrable Securities requested to be included in such registration by the Shareholder or any Investor and other securities requested to be included in such registration, *pro rata* among the holders of Registrable Securities and other securities on the basis of the number of securities owned by each such holder. Notwithstanding the foregoing, any employee of the Company or any subsidiary thereof will not be entitled to participate, directly or indirectly, in any such registration to the extent that the managing underwriter(s) (or, in the case of an offering that is not underwritten, a nationally recognized investment banking firm) will determine in good faith that the participation of such employee in such registration would adversely affect the marketability or offering price of the securities being sold in such registration.

(e) Priority on Secondary Registrations. If a Piggyback Registration relates to an underwritten secondary registration on behalf of other holders of the Company's securities, and the managing underwriters advise the Company in writing that in their opinion the number of securities requested to be included in such registration exceeds the number which can be sold without adversely affecting the marketability of the offering, the Company will include in such registration only such number of securities that in the opinion of such underwriters can be sold without adversely affecting the marketability of the offering, which securities will be so included in the following order of priority: (i) first, the securities requested to be included therein by the holders requesting such registration and (ii) second, the Registrable Securities requested to be included in such registration by the Shareholder or any Investor and other securities requested to be included in such registration, *pro rata* among the holders of Registrable Securities and other securities on the basis of the number of securities owned by each such holder. Notwithstanding the foregoing, any employee of the Company or any subsidiary thereof will not be entitled to participate, directly or indirectly, in any such registration to the extent that the managing underwriter(s) (or, in the case of an offering that is not underwritten, a nationally recognized investment banking firm) will determine in good faith that the participation of such employee in such registration would adversely affect the marketability or offering price of the securities being sold in such registration.

4. Holdback Agreement.

(a) If (i) during the Effectiveness Period, the Company shall file a Registration Statement (other than in connection with the registration of securities issuable pursuant to an employee stock option, stock purchase or similar plan or pursuant to a merger, exchange offer or a transaction of the type specified in Rule 145(a) under the Securities Act) with respect to an underwritten public offering of Company Shares or securities convertible into, or exchangeable or exercisable for, Company Shares, (ii) with reasonable prior notice, the managing underwriter or underwriters advises the Company in writing (in which case the Company shall notify the Shareholder and the Investors) that a public sale or distribution of Registrable Securities would materially adversely impact such offering and (iii) the underwriter or underwriters have obtained written holdback agreements from the Company, each executive officer of the Company and each other person who has been granted registration rights by the Company, then the Shareholder and each Investor shall, if requested by the Company and the managing underwriter or underwriters, to the extent not inconsistent with applicable law, refrain from effecting any public sale or distribution of Registrable Securities, without the prior written consent of the Company and the managing underwriter or underwriters, during the ten (10) days prior to the effective date of such Registration Statement and until the earliest of (A) sixty (60) days from the effective date of such Registration Statement; provided that if the managing underwriter or underwriters, in its or their reasonable judgment, advises the Company that a period of sixty (60) days from the effective date is too short, this sixty (60) day period may be extended by the Company at the direction of the managing underwriter or underwriters by up to an aggregate of thirty (30) additional days or (B) the abandonment of such offering. Notwithstanding the foregoing, the obligations of the Shareholder and each Investor under this Section 4 in respect of any such offering shall terminate in the event that the Company or any underwriter terminates, releases or waives, in whole or in part, the holdback agreements with respect to the Company, any executive officer of the Company or any such other person who has been granted registration rights by the Company in respect of such offering; and

(b) The Company, if requested in writing by the managing underwriter or underwriters in connection with an underwritten public offering of Registrable Securities by the Shareholder or any Investor, shall not make any public sale or other distribution of Company Shares or securities convertible into, or exercisable or exchangeable for, Company Shares (other than offerings in connection with the registration of securities issuable pursuant to an employee stock option, stock purchase or similar plan or pursuant to a merger, exchange offer or a transaction of the type specified in Rule 145(a) under the Securities Act) during the ten (10) days prior to the pricing date of such underwritten public offering and until the earliest of (A) sixty (60) days from the pricing date of such underwritten public offering; provided that if the managing underwriter or underwriters, in its or their reasonable judgment, advises the Shareholder that a period of sixty (60) days from the pricing date is too short, this sixty (60) day period may be extended by the Shareholder at the direction of the managing underwriter or underwriters by up to an aggregate of thirty (30) additional days or (B) the abandonment of such offering.

5 . Registration Procedures. In connection with the registration obligations of the Company pursuant to and in accordance withSection 1, the Company will use commercially reasonable efforts to effect the registration and sale of such Registrable Securities in accordance with the intended method of disposition thereof. Without limiting the generality of the foregoing, the Company will, as expeditiously as possible:

(a) prepare and file with the Commission a Registration Statement with respect to such Registrable Securities, subject toSection 1(c) of this Agreement, make all required filings with FINRA and thereafter use commercially reasonable efforts to cause such Registration Statement to become effective upon filing but in any event not later than thirty (30) days after the filing of such Registration Statement; provided that before filing a Registration Statement or any amendments or supplements thereto (other than reports required to be filed by it under the Exchange Act that are incorporated or deemed to be incorporated by reference into the Registration Statement), the Company will furnish to the Shareholder copies of all documents proposed to be filed. If the Shareholder informs the Company in writing within five Business Days that it has any objections to the filing of such Registration Statement, amendment or supplement, the Company will not file such Registration Statement, amendment or supplement prior to the date that is five Business Days from the date the Shareholder received such document. The Company will not file any Registration Statement or amendment or supplement to such Registration Statement to which the Shareholder will have reasonably objected in writing on the grounds that (and explaining why) such amendment or supplement does not comply in all material respects with the requirements of the Securities Act or of the rules or regulations thereunder;

(b) prepare and file with the Commission such amendments and supplements to such Registration Statement as may be necessary to keep such Registration Statement effective for a period of either (i) not less than the Effectiveness Period or, if such Registration Statement relates to an underwritten offering, such longer period as in the opinion of counsel for the underwriters a prospectus is required by law to be delivered in connection with sales of Registrable Securities by an underwriter or dealer or (ii) such shorter period as will terminate when all of the securities covered by such Registration Statement have been disposed of in accordance with the intended methods of disposition by the Shareholder or any Investor, as applicable, set forth in such Registration Statement (but in any event not before the expiration of any longer period required under the Securities Act), and to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement until such time as all of such securities have been disposed of in accordance with the intended methods of disposition by the Shareholder and any Investor, as applicable, set forth in such Registration Statement;

(c) furnish to the Shareholder and any Investors participating in a disposition pursuant to such Registration Statement, without charge, such number of conformed copies of such Registration Statement and of each post-effective amendment thereto, and deliver, without charge, such number of copies of each preliminary prospectus, final prospectus, all exhibits and other documents filed therewith and such other documents as the Shareholder and such Investors may reasonably request including in order to facilitate the disposition of their Registrable Securities;

(d) use commercially reasonable efforts to register or qualify such Registrable Securities under such other securities or blue sky laws of such jurisdictions as the Shareholder reasonably requests in writing (provided that the Company will not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subsection, (ii) subject itself to taxation in any such jurisdiction or (iii) consent to general service of process in any such jurisdiction);

(e) promptly notify the Shareholder and any Investors participating in a disposition pursuant to such Registration Statement, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, upon discovery that, or upon the discovery of the happening of any event as a result of which, the prospectus contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading in the light of the circumstances under which they were made, and, as promptly as practicable, prepare and furnish to the Shareholder and such Investors a reasonable number of copies of a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus will not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading in the light of the circumstances under which they were made;

(f) promptly notify the Shareholder and any Investors participating in a disposition pursuant to such Registration Statement (i) when the prospectus or any prospectus supplement or post-effective amendment has been filed and, with respect to such Registration Statement or any post-effective amendment, when the same has become effective, (ii) of any request by the Commission for amendments or supplements to such Registration Statement or to amend or to supplement such prospectus or for additional information, (iii) of the issuance by the Commission of any stop order suspending the effectiveness of such Registration Statement or the initiation of any proceedings for such purpose, (iv) of the receipt by the Company or its legal counsel of any notification with respect to the suspension of the qualification of any of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose and (v) the happening of any event that requires the Company to make changes in any effective Registration Statement or the prospectus related to such Registration Statement necessary to make the statements in such Registration Statement not misleading or the statements in such prospectus not misleading in light of the circumstances in which they were made (which notice shall be accompanied by an instruction to suspend the use of the prospectus until the requisite changes have been made);

(g) use commercially reasonable efforts to cause all such Registrable Securities to be listed on each securities exchange, if any, on which similar securities issued by the Company are then listed or, if no similar securities issued by the Company are then listed on any securities exchange, use commercially reasonable efforts to cause all such Registrable Securities to be listed on such securities exchange reasonably selected by the Company;

(h) enter into such customary agreements (including underwriting agreements in form, scope and substance as is customary in underwritten offerings) and take all such appropriate and reasonable other actions as the Shareholder or the underwriters, if any, reasonably request in order to expedite or facilitate the disposition of such Registrable Securities;

(i) if such offering is an underwritten offering, make available for inspection by the Shareholder and any Investor or underwriter participating in any disposition pursuant to such Registration Statement and any attorney, accountant or other agent retained by the Shareholder, such Investors or any such underwriter, all financial and other records and pertinent corporate documents of the Company as will be reasonably necessary to enable them to exercise their due diligence responsibilities, provided that each of the Shareholder, any such Investor, any such underwriter and any attorney, accountant or other agent retained by the Shareholder, any such Investor or any such underwriter will enter into a confidentiality agreement reasonably satisfactory to the Company;

(j) otherwise use commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve months beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement, which earnings statement will satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(k) in the event of the issuance of any stop order suspending the effectiveness of a Registration Statement, or of any order suspending or preventing the use of any related prospectus or ceasing trading of any securities included in such Registration Statement for sale in any jurisdiction, use commercially reasonable efforts promptly to obtain the withdrawal of such order at the earliest practicable time;

(l) enter into such agreements and take such other actions as the Shareholder or the underwriters reasonably request in order to expedite or facilitate the disposition of such Registrable Securities, including, without limitation, preparing for and participating in such number of "road shows", and all such other customary selling efforts as the underwriters reasonably request in order to expedite or facilitate such disposition, including, as the underwriters reasonably request, making members of senior management of the Company, as would customarily participate in "road show" and other customary marketing activities for an offering by the Company comparable to such offering in size and type of securities offered, cooperate with the managing underwriters or underwriter and make themselves available to participate on a reasonable basis in "road show" and other customary marketing activities in such locations (domestic and foreign) as recommended by the managing underwriters or underwriter (including one-on-one meetings with prospective purchasers of the Registrable Securities);

(m) if such offering is an underwritten offering, use commercially reasonable efforts to obtain one or more comfort letters, addressed to the underwriters, the Shareholder and the Investors participating in any such offering (provided that the Company's independent public accountants will address a comfort letter to the Shareholder and such Investors), dated the effective date of, or the date of the final receipt issued for such Registration Statement (the date of the closing under the underwriting agreement for such offering), signed by the Company's independent public accountants in customary form and covering such matters of the type customarily covered by comfort letters in underwritten offerings;

(n) if such offering is an underwritten offering, use commercially reasonable efforts to provide legal opinions of the Company's outside counsel, addressed to the underwriters, dated the effective date of, or the date of the final receipt issued for, such Registration Statement (the date of the closing under the underwriting agreement for such offering), each amendment and supplement thereto, with respect to the Registration Statement, each amendment and supplement thereto (including the preliminary prospectus) and such other documents relating thereto in customary form and covering such matters of the type customarily covered by legal opinions of such nature;

(o) make available to the Shareholder and the Investors participating in a disposition pursuant to such Registration Statement each item of correspondence from the Commission or the staff of the Commission (or other governmental agency or self-regulatory body or other body having jurisdiction, including any domestic or foreign securities exchange) and each item of correspondence written by or on behalf of the Company to the Commission or the staff of the Commission (or other governmental agency or self-regulatory body or other body having jurisdiction, including any domestic or foreign securities exchange), in each case relating to such Registration Statement, other than, in each case, any item of correspondence relating to any reports delivered or required to be delivered under the Exchange Act whether or not in connection with such Registration Statement; and

(p) use commercially reasonable efforts to procure the cooperation of the Company's transfer agent in settling any Transfer of Registrable Securities, including with respect to the transfer of any physical stock certificates representing common stock into book-entry form in accordance with any procedures reasonably requested by the Shareholder or the Investors or the underwriters.

The Company agrees not to file or make any amendment to any Registration Statement with respect to any Registrable Securities, or any amendment of or supplement to the prospectus used in connection therewith, that refers to the Shareholder or any Investor by name, or otherwise identifies the Shareholder or any Investor as the holder of any securities of the Company, without the consent of the Shareholder or such Investor (any such consent, in the case of the Shareholder, to be binding on all of its affiliated Investors), such consent not to be unreasonably withheld or delayed, unless and to the extent such disclosure is required by applicable law.

The Company may require the Shareholder and any Investor to furnish the Company with such information regarding the Shareholder and such Investor pertinent to the disclosure requirements relating to the registration and the distribution of any securities as the Company may from time to time reasonably request in writing. If within 20 days of the receipt of a written request from the Company, the Shareholder or any Investor fails to provide to the Company any information relating to the Shareholder or such Investor, as applicable, that is required by applicable law to be disclosed in the Registration Statement, the Company may exclude the Shareholder's and such Investor's, as applicable, Registrable Securities from such Registration Statement (and, in the case of the Shareholder, shall not be obligated to file such Registration Statement).

The Shareholder and the Investors agree that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 5(e), 5(f)(ii) or 5(f)(iii) hereof, each of the Shareholder and the Investors shall discontinue, and each shall cause each of its affiliated Investors to discontinue, disposition of any Registrable Securities covered by such Registration Statement or the related prospectus until receipt of the copies of the supplemented or amended prospectus contemplated by Section 5(c) hereof, which supplement or amendment shall be prepared and furnished as soon as reasonably practicable, or until the Shareholder and the Investors are advised in writing by the Company that the use of the applicable prospectus may be resumed, and has received copies of any amended or supplemented prospectus or any additional or supplemental filings which are incorporated, or deemed to be incorporated, by reference in such prospectus (such period during which disposition is discontinued being an "Interruption Period") and, if requested by the Company, each of the Shareholder and the Investors shall use its commercially reasonable efforts to return to the Company all copies then in its possession or in the possession of any of its affiliated Investors, other than permanent file copies then in such holder's possession, of the prospectus covering such Registrable Securities at the time of receipt of such request. As soon as practicable after the Company has determined that the use of the applicable prospectus may be resumed, the Company will notify the Shareholder and the Investors participating in such disposition. In the event the Company invokes an Interruption Period hereunder and in the reasonable discretion of the Company the need for the Company to continue the Interruption Period ceases for any reason, the Company shall, as soon as reasonably practicable, provide written notice to the Shareholder and the Investors participating in such disposition that such Interruption Period is no longer applicable. Notwithstanding anything in this paragraph to the contrary, no Interruption Period shall exceed sixty (60) days and, in any 12-month period, no more than one hundred twenty (120) days in the aggregate may be part of an Interruption Period.

6. Registration Expenses.

(a) All expenses incidental to the Company's performance of or compliance with this Agreement, including, without limitation, all registration and filing fees, fees and expenses of compliance with securities or blue sky laws, word processing, duplicating and printing expenses, messenger and delivery expenses, the fees and disbursements of counsel for the Company, all independent certified public accountants, underwriters and other Persons retained by the Shareholder and any of its affiliated Investors, including the reasonable fees and expenses of one counsel to represent the Shareholder and the Investors selected by the Shareholder, and all transportation and other expenses incurred by or on behalf of the Shareholder, any affiliated Investor, the Company or any underwriters, or any of their representatives, in connection with "roadshow" presentations and the holding of meetings with potential investors to facilitate the distribution and sale of the Registrable Securities (all such expenses, "Registration Expenses"), will be borne as provided in this Agreement, except that the Company will, in any event, pay its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expenses of any annual audit or quarterly review, the expenses of any liability insurance and the expenses and fees for listing the securities to be registered on each securities exchange on which similar securities issued by the Company are then listed or on the New York Stock Exchange.

(b) Selling Expenses will be borne by the Shareholder and the Investors, as applicable.

7. Indemnification.

(a) The Company agrees to indemnify and hold harmless, and hereby does indemnify and hold harmless, the Shareholder and the Investors, their affiliates and their respective directors, officers, employees and partners and each Person who controls the Shareholder and the Investors (within the meaning of the Securities Act) against, and pay and reimburse the Shareholder and the Investors, affiliate, director, officer, employee or partner or controlling Person for any losses, claims, damages, liabilities, joint or several, to which the Shareholder and the Investors or any such affiliate, director, officer, employee or 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 or any amendment thereof or supplement thereto, or any "issuer free writing prospectus" as such term is defined under Rule 433 under the Securities Act 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 Shareholder and the Investors and each such affiliate, director, officer, employee, 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 such Registration Statement, any such prospectus or preliminary prospectus or any amendment or supplement thereto, or any "issuer free writing prospectus" as such term is defined under Rule 433 under the Securities Act, or in any application, in reliance upon, and in conformity with, written information prepared and furnished to the Company by the Shareholder or any Investor expressly for use therein. In connection with an underwritten offering, the Company, if requested, will indemnify such underwriters, their officers and directors and each Person who controls such underwriters (within the meaning of the Securities Act) to the same extent as provided above with respect to the indemnification of the Shareholder and the Investors.

(b) In connection with any Registration Statement in which the Shareholder or any Investor is participating, the Shareholder and each such Investor, as applicable, will furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such Registration Statement or prospectus and will, severally and not jointly (except that the indemnity from affiliated Investors (or the Shareholder and its affiliated Investors) shall be joint), indemnify and hold harmless the Company, its directors and officers, each underwriter and each other Person who controls the Company or such underwriter (within the meaning of the Securities Act) against any losses, claims, damages, liabilities, joint or several, to which the Company or any such director or officer, any such underwriter 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 the Registration Statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or in any application 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, any such prospectus or preliminary prospectus or any amendment or supplement thereto, or in any application, in reliance upon and in conformity with written information prepared and furnished to the Company by the Shareholder or such Investor, as applicable, expressly for use therein, and the Shareholder or such Investor, as applicable, will reimburse the Company and each such director, officer, underwriter 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 Shareholder or such Investor, as applicable, from the sale of Registrable Securities pursuant to such Registration Statement.

(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 (but such consent will not 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 registration and sale of any securities by any Person entitled to any indemnification hereunder and the expiration or termination of this Agreement.

(e) If the indemnification provided for in this Section 7 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 which resulted in such loss, liability, claim, damage or expense as well as any other relevant equitable considerations. The relative 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 or alleged 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 Shareholder or any Investor will be obligated to contribute pursuant to this Section 7(e) will be limited to an amount equal to the proceeds received by the Shareholder or such Investor (in each case together with its affiliated Investors), as applicable, in respect of the Registrable Securities sold pursuant to the Registration Statement which gives rise to such obligation to contribute (less the aggregate amount of any damages which the Shareholder or such Investor (in each case together with its affiliated Investors), as applicable, has 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 such Registrable Securities).

8. Participation in Underwritten Registrations.

(a) Neither the Shareholder nor any Investor may participate in any registration hereunder that is underwritten unless each of the Shareholder and any such Investor i) completes and executes all customary questionnaires, powers of attorney, underwriting agreements and other customary documents reasonably required under the terms of such underwriting arrangements and (ii) cooperates with the Company's requests in connection with such registration or qualification (it being understood that the Company's failure to perform its obligations hereunder, which failure is caused by the Shareholder's or any Investor's failure to cooperate, will not constitute a breach by the Company of this Agreement).

(b) To the extent that the Shareholder or any Investor is participating in any registration hereunder, the Shareholder agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 5(e) above, each of the Shareholder and the Investors will, and each will cause each of its affiliated Investors to, forthwith discontinue the disposition of its Registrable Securities pursuant to the Registration Statement until the Shareholder and such Investors receive copies of a supplemented or amended prospectus as contemplated by such Section 5(e).

9. Rule 144 and 144A Reporting.

(a) With a view to making available the benefits of certain rules and regulations of the Commission which may permit the sale of the Registrable Securities to the public without registration, the Company agrees to use commercially reasonable efforts to file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act and keep public information available at any time when the Company is subject to such reporting requirements.

Upon request of the Shareholder or the Investors, the Company will deliver to the Shareholder and the Investors a written statement as to whether it has complied with such informational and reporting requirements and will, within the limitations of the exemptions provided by Rule 144 (as such rule may be amended from time to time) or any similar rule enacted by the Commission, instruct the transfer agent to remove the restrictive legend affixed to any Company Shares to enable such shares to be sold in compliance with Rule 144 (as such rule may be amended from time to time) or any similar rule enacted by the Commission.

(b) For purposes of facilitating sales pursuant to Rule 144A, so long as the Company is not subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, the Shareholder, each Investor and any prospective purchaser of the Shareholder's or any Investor's securities will have the right to obtain from the Company, upon written request of the Shareholder or such Investor prior to the time of sale, a copy of the most recent annual or quarterly report of the Company, and such other reports and documents that the Company would have been required to file if the Company were subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act as the Shareholder, the Investors or prospective purchaser may reasonably request in writing in availing itself of any rule or regulation of the Commission allowing the Shareholder or any Investor, as applicable, to sell any such securities without registration.

10. Term. This Agreement will be effective as of the date hereof and will continue in effect thereafter until the earliest of (a) its termination by the written consent of the parties hereto or their respective successors in interest, (b) the date on which no Registrable Securities remain outstanding and (c) the dissolution, liquidation or winding up of the Company.

11. Governing Law, Consent to Jurisdiction, Waiver of Jury Trial

(a) This Agreement, all transactions contemplated by this Agreement, and all claims and defenses of any nature (including contractual and non-contractual claims and defenses) arising out of or relating to this Agreement, any transaction contemplated by this Agreement, and the formation, applicability, breach, termination or validity of this Agreement (each, a "Transaction Dispute"), will be exclusively governed by and construed and enforced in accordance with the internal Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied. The parties expressly acknowledge and agree that (i) the requirements of 6 Del. C § 2708 are satisfied by the provisions of this Agreement and that such statute mandates the application of Laws of the State of Delaware to this Agreement, the relationship of the parties, the Transaction and the interpretation and enforcement of the rights and duties of the parties hereunder and (ii) the parties have a reasonable basis for the application of the Laws of the State of Delaware to this Agreement, the relationship of the parties, the transactions contemplated by this Agreement and the interpretation and enforcement of the rights and duties of the parties hereunder.

(b) Any Transaction Dispute will exclusively be brought and resolved in the Court of Chancery of the State of Delaware (or, only if such court declines to accept jurisdiction over a particular matter, then in the United States District Court for the District of Delaware or, if jurisdiction is not then available in the United States District Court for the District of Delaware (but only in such event), then in any Delaware state court sitting in New Castle County) and any appellate court from any of such courts. In that context, and without limiting the generality of the foregoing, each party irrevocably and unconditionally: (i) submits for itself and its property to the exclusive jurisdiction of such courts with respect to any Transaction Dispute and for recognition and enforcement of any judgment in respect thereof, and agrees that all claims in respect of any Transaction Dispute shall be heard and determined in such courts and (ii) agrees that venue would be proper in such courts, and waives any objection that it may now or hereafter have that any such court is an improper or inconvenient forum for the resolution of any Transaction Dispute. The foregoing consent to jurisdiction will not constitute submission to jurisdiction or general consent to service of process in the State of Delaware for any purpose except with respect to any Transaction Dispute.

(c) To the maximum extent permitted by Law, each party irrevocably and unconditionally waives any right to trial by jury in any forum in respect of any Transaction Dispute and covenants that neither it nor any of its Affiliates or Representatives will assert (whether as plaintiff, defendant or otherwise) any right to such trial by jury. Each party certifies and acknowledges that (i) such party has considered the implications of this waiver, (ii) such party makes this waiver voluntarily and (iii) such waiver constitutes a material inducement upon which such party is relying and will rely in entering into the Transaction Documents. Each party may file an original counterpart or a copy of this Section 11 with any court as written evidence of the consent of each party to the waiver of its right to trial by jury.

12. Defined Terms. Capitalized terms when used in this Agreement have the following meanings:

"Affiliate" has the meaning set forth in the Transaction Agreement.

"Agreement" has the meaning set forth in the preamble.

"Commission" means the United States Securities and Exchange Commission or any other federal agency administering the Securities Act.

"Company" has the meaning set forth in the preamble.

"Company Shares" has the meaning set forth in the preamble.

"Completion" has the meaning set forth in the Transaction Agreement.

"Completion Date" has the meaning set forth in the Transaction Agreement.

"Effectiveness Period" has the meaning set forth in Section 1(d).

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any similar federal statute and the rules and regulations thereunder, as in effect from time to time.

"FINRA" means the Financial Industry Regulatory Authority, Inc.

"Interruption Period" has the meaning set forth in Section 5.

"Investor" means (i) any Person that is an "Investor" under the Shareholders' Agreement and (ii) any other Person that is assigned rights under this Agreement pursuant to Section 13(f) to the extent such rights are assigned thereunder, except that for purposes of this Agreement, references to "Investor" will exclude the Shareholder.

"Law" has the meaning set forth in the Transaction Agreement.

"Nine Month Restricted Period" has the meaning set forth in the Shareholders' Agreement.

"Permitted Transferees" has the meaning set forth in the Shareholders' Agreement.

"Person" means an individual, a partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization or a government or department or agency thereof.

"Piggyback Registration" has the meaning set forth in Section 3(a).

"Register," "registered" and "registration" refers to a registration effected by preparing and filing a Registration Statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such Registration Statement, and compliance with applicable state securities laws of such states in which the Shareholder notifies the Company of its or any Investor's intention to offer Registrable Securities.

"Registrable Securities" means (i) the Company Shares initially issued to GE U.S. pursuant to the Transaction Agreement or (ii) any equity securities issued or issuable directly or indirectly with respect to the securities referred to in the foregoing clause (i) by way of conversion or exchange thereof or share dividend or share split or in connection with a combination of shares, recapitalization, reclassification, merger, amalgamation, arrangement, consolidation or other reorganization. As to any particular securities constituting Registrable Securities, such securities will cease to be Registrable Securities when (x) they have been effectively registered or qualified for sale by a prospectus filed under the Securities Act and disposed of in accordance with the Registration Statement covering such securities or (y) they have been sold to the public through a broker, dealer or market maker pursuant to Rule 144 or other exemption from registration under the Securities Act. For purposes of this Agreement, a Person will be deemed to be a holder of Registrable Securities whenever such Person has the right to acquire directly or indirectly such Registrable Securities (upon conversion or exercise in connection with a transfer of securities or otherwise, but disregarding any restrictions or limitations upon the exercise of such right), whether or not such acquisition has actually been effected.

"Registration Expenses" has the meaning set forth in Section 6(a).

"Registration Request" means a request by the Shareholder for the registration under the Securities Act of the Registrable Securities held by it and the Investors pursuant to Section 1 of this Agreement.

"Registration Statement" means the prospectus and other documents filed with the Commission to effect a registration under the Securities Act.

"Representative" has the meaning set forth in the Transaction Agreement.

"Rule 144" means Rule 144 under the Securities Act or any successor or similar rule as may be enacted by the Commission from time to time, as in effect from time to time.

"Rule 144A" means Rule 144A under the Securities Act or any successor or similar rule as may be enacted by the Commission from time to time, as in effect from time to time.

"Securities Act" means the United States Securities Act of 1933, as amended, or any similar federal statute and the rules and regulations thereunder, as in effect from time to time.

"Selling Expenses" means all underwriting discounts, selling commissions and transfer taxes applicable to the sale of Registrable Securities hereunder.

"Shareholder" has the meaning set forth in the preamble.

"Shelf Offering" has the meaning set forth in Section 1(e).

"Shelf Registration" has the meaning set forth in Section 1(a).

"Shelf Registration Statement" means a Registration Statement of the Company filed with the Commission on Form F-3 or Form S-3 (or any successor form or other appropriate form under the Securities Act) for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act (or any similar rule that may be adopted by the Commission) covering the Registrable Securities.

"Shareholders' Agreement" has the meaning set forth in the preamble.

"Take-Down Notice" has the meaning set forth in Section 1(e).

"Transfer" has the meaning set forth in the Shareholders' Agreement.

"Transaction" has the meaning set forth in the Transaction Agreement.

"Transaction Agreement" has the meaning set forth in the preamble.

"Transaction Dispute" has the meaning set forth in Section 11(a).

13. Miscellaneous.

(a) No Inconsistent Agreements. The Company will not hereafter enter into any agreement with respect to its securities which is inconsistent with or violates the rights granted to the Shareholder or the Investors in this Agreement. For a period of thirty months after the Completion Date, the Company shall not grant to any Person the right to require the Company to register any equity securities of the Company, or any securities convertible or exchangeable into or exercisable for such securities, without the approval of the Shareholder, not to be unreasonably withheld or delayed; provided that this sentence will be of no further force and effect if, at any time prior to the commencement of the Nine Month Restricted Period, the Company irrevocably waives in writing the requirement set forth in Section 1(g)(ii).

(b) Adjustments Affecting Registrable Securities. The Company will not on its own initiative, except to the extent required by applicable law or an enforceable court order, propose any of the following actions to be taken by the general meeting of shareholders, after the date of this Agreement with respect to the Company Shares as a class if such actions would materially and adversely affect the ability of the Shareholder or the Investors to include the Registrable Securities in a registration undertaken pursuant to this Agreement: (i) implementing transfer restrictions on the Company Shares, (ii) implementing limits on dispositions of the Company Shares, (iii) adopting restrictions on the nature of transferees of the Company Shares or (iv) implementing or adopting any similar restrictions or limitations with respect to the transfer of Company Shares in violation of the terms of this Agreement or the Shareholders' Agreement. For the avoidance of doubt, any actions which occur by operation of law, pursuant to an enforceable court order or are taken by the general meeting of shareholders (and not initiated by the Board of Directors of the Company), whether or not pursuant to articles 2:110 or 2:114A of the Dutch Civil Code, shall not be deemed to be a violation of this Section 13(b).

(c) Dilution. If, from time to time, there is any change in the capital structure of the Company by way of a split, dividend, combination or reclassification, or through a merger, consolidation, reorganization or recapitalization, or by any other means, appropriate adjustment shall be made in the provisions hereof so that the rights and privileges granted hereby shall continue.

(d) Remedies. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party hereto will have the right to injunctive relief, in addition to all of its other rights and remedies at law or in equity, to enforce the provisions of this Agreement, provided that neither the Shareholder nor any Investor will have any right to an injunction to prevent the filing or effectiveness of any Registration Statement of the Company, other than a Registration Statement filed pursuant to this Agreement in response to a Registration Request.

(e) Amendments and Waivers. Except as otherwise provided herein, the provisions of this Agreement may be amended or waived only upon the prior written consent of the Company and the Shareholder. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(f) Assignment of Registration Rights. The rights of the Shareholder and any Investor to registration of all or any portion of its Registrable Securities pursuant to this Agreement may be assigned by the Shareholder or such Investor to any Permitted Transferee or any other Person to whom Registrable Securities are permitted to be Transferred in accordance with the Shareholders' Agreement (to the extent of the Registrable Securities Transferred) as long as (i) the Shareholder or such Investor, within ten (10) days after such Transfer (in the case of a Transfer to a Permitted Transferee) or upon such Transfer (in the case of a Transfer to any other Person), furnishes to the Company written notice of the Transfer to such Permitted Transferee or other Person, (ii) such Permitted Transferee or other Person agrees, following such Transfer (in the case of a Transfer to a Permitted Transferee) or upon such Transfer (in the case of a Transfer to any other Person), to be subject to all applicable restrictions and obligations set forth in this Agreement, and executes a customary joinder to this Agreement, in form and substance reasonably acceptable to the Company (including notice information for the purposes of Section 13(m)) and (iii) in the case of a Transfer to a Person that is not a Permitted Transferee, such Person immediately following the Transfer beneficially owns at least 1% of the then-outstanding Company Shares. Upon satisfaction of clauses (i), (ii) and, if applicable, (iii) of the immediately preceding sentence, the applicable Permitted Transferee or other Person shall be the beneficiary of all or a portion of the rights of the Shareholder or such Investor, and subject to all restrictions and obligations applicable to the Shareholder or such Investor pursuant to this Agreement, to the same extent as the Shareholder or such Investor; provided, however, that in the case of any assignment of rights to a Person that is not a Permitted Transferee, (1) such Person shall not become the beneficiary of any rights under Section 1 or 2 of this Agreement (except Section 2(a)(iv) in respect of Piggyback Registration rights) and, for the avoidance of doubt, shall not have the right to make a Registration Request or deliver a Take Down Notice (but such Person's rights under Section 3 shall apply with respect to any Registration Request or Take Down Notice made by the Shareholder or any Permitted Transferee pursuant to Section 1), (2) all rights, restrictions and obligations assigned to, or assumed by, such Person pursuant to this Section 13(f) shall automatically terminate on the date on which the Shareholder and its affiliated Investors (taken together) beneficially own less than 5% of the then-outstanding Company Shares and (3) such assignment shall not be permitted under this Section 13(f) if such assignment would create an incremental material burden to the Company.

(g) Successors and Assigns. Except as provided in Section 13(f) hereof, neither this Agreement nor any of the rights or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties hereto. Subject to the preceding sentence, this Agreement will be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. If any of the Registrable Securities is converted into or exchanged or substituted for other securities issued by any other Person, as a condition to the effectiveness of the merger, consolidation, reclassification, share exchange or other transaction pursuant to which such conversion, exchange, substitution or other transaction takes place, such other Person shall become bound hereby with respect to such other securities which shall constitute Registrable Securities.

(h) Conversion of Other Securities. If the Shareholder or any Investor offers Registrable Securities by forward sale, or by an offering (directly or by entering into a derivative transaction with a broker-dealer or other financial institution) of any options, rights, warrants or other securities that are offered with, convertible into or exercisable or exchangeable for any Registrable Securities, the Registrable Securities subject to such forward sale or underlying such options, rights or warrants or other securities shall be eligible for registration pursuant to this Agreement.

(i) 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 the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

(j) Counterparts. This Agreement may be executed simultaneously in counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same Agreement.

(k) Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(l) Entire Agreement. This Agreement and the Shareholders' Agreement constitute the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, between the parties, with respect to the subject matter hereof.

(m) 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 personally delivered or received by certified mail, return receipt requested, or sent by guaranteed overnight courier service. Such notices, demands and other communications will be sent to the Company, the Shareholder and the Investors in the manner and at the addresses set forth in the Shareholders' Agreement.

[*Remainder of this page left intentionally blank*]

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement as of the date and year set forth above.

GENERAL ELECTRIC COMPANY

By: /s/ Robert M. Giglietti
Name: Robert M. Giglietti
Title: Vice President

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement as of the date and year set forth above.

AERCAP HOLDINGS N.V.

By: /s/ Peter Juhas
Name: Peter Juhas
Title: Authorised Signatory

By: /s/ Risteard Sheridan
Name: Risteard Sheridan
Title: Authorised Signatory

EXHIBIT 99.6

AERCAP IRELAND CAPITAL DESIGNATED ACTIVITY COMPANY
AERCAP GLOBAL AVIATION TRUST

$1,000,000,000 1.899% Senior Notes due 2025

NOTEHOLDER AGREEMENT

Dated as of November 1, 2021

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This NOTEHOLDER AGREEMENT, dated as of November 1, 2021 (this "Agreement"), is made between AerCap Holdings N.V., a Netherlands public limited liability company (together with its successors, "AerCap" or the "Company"), AerCap Ireland Capital Designated Activity Company, a designated activity company limited by shares incorporated under the laws of Ireland with registered number 535682 (the "Irish Issuer"), AerCap Global Aviation Trust, a statutory trust organized under the laws of Delaware (the "U.S. Issuer" and, together with the Irish Issuer, the "Issuers"), GE Capital US Holdings, Inc., a corporation incorporated under the laws of Delaware (together with its successors, permitted assigns and Permitted Transferees, the "Noteholder"), and the guarantors of the Notes listed on Schedule I hereto (the "Guarantors").

A. On the date hereof, the Issuers issued to the Noteholder $1,000,000,000 aggregate principal amount of their 1.899% Senior Notes due 2025 (the "Notes"), pursuant to the Transaction Agreement, dated March 9, 2021, dated as of the date hereof (as amended by Amendment No. 1, dated as of the date hereof, and as may be further amended, supplemented or otherwise modified from time to time, the "Transaction Agreement"), among AerCap, AerCap Aviation Leasing Limited, a private company limited by shares incorporated under the laws of Ireland with registered number 689205, AerCap US Aviation LLC, a Delaware limited liability company, AerCap Ireland Capital DAC, a designated activity company with limited liability, incorporated under the laws of Ireland with registered number 535682, General Electric Company, a New York corporation (together with its successors, "GE"), GE Ireland USD Holdings ULC, a private unlimited company incorporated under the laws of Ireland with registration number 568854, GE Financial Holdings ULC, a private unlimited company incorporated under the laws of Ireland with registration number 383420, and GE Capital US Holdings, Inc., a Delaware corporation.

B. The Notes are being issued under an indenture, dated October 29, 2021, among the Irish Issuer, the U.S. Issuer, AerCap, the guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee (as amended or supplemented from time to time, including pursuant to the third supplemental indenture relating to the Notes, dated November 1, 2021, the "Indenture"), and the Issuers' obligations under the Notes and the applicable Indenture will be guaranteed on a senior unsecured basis (collectively, the "Guarantees") by the Guarantors.

C. In connection with the issuance of the Notes, the Noteholder agrees to comply with certain covenants set forth herein with respect to the Notes.

D. In connection with the Completion, the Issuers and the Guarantors desire to grant to the Noteholder certain registration rights in the United States with respect to the Notes.

E. Capitalized terms used in this Agreement are used as defined in Section 11. Now, therefore, the parties hereto agree as follows:

1. Transfer Restrictions.

(a) Other than Permitted Transfers, the Noteholder shall not Transfer any Notes until the applicable Restricted Period Termination Date.

(b) "Permitted Transfer" means, in each case so long as such Transfer is in accordance with applicable Law:

(i) a Transfer of Notes to a Permitted Transferee subject to Section 1(d) below; and

(ii) a Transfer of Notes to the Irish Issuer or the U.S. Issuer.

(c) Notwithstanding anything to the contrary contained herein, including the occurrence of any Restricted Period Termination Date, the Noteholder shall not Transfer any Notes other than in accordance with all applicable Laws and the other then-applicable terms and conditions of this Agreement.

(d) In connection with any Transfer to a Permitted Transferee prior to the termination of this Agreement pursuant to Section 9, the Noteholder shall cause any Permitted Transferee, to the extent it has not already done so, to execute a customary joinder to this Agreement, in form and substance reasonably acceptable to the Company, in which such Permitted Transferee agrees to become a party to this Agreement and to be a "Noteholder" for all purposes of this Agreement and provides notice information for the purposes of Section 12(j).

2. Demand Registrations.

(a) Short-Form Registration. At any time after the date that is 60 days prior to the earliest Restricted Period Termination Date, so long as the Noteholder holds Notes and such securities are Registrable Securities and so long as the Issuers and the Guarantors are eligible to use Form F-3 or, if at such time the Company is not a "foreign private issuer" within the meaning of Rule 3b-4 under the Exchange Act, Form S-3 (or a comparable form) for the registration of the Notes, the Noteholder may make one or more Registration Requests to the Company covering all or a portion of the Registrable Securities held by it and no longer subject to the transfer restrictions set forth in Section 1 pursuant to a shelf registration for the sale or distribution of such Registrable Securities on a delayed or continuous basis pursuant to Rule 415 under the Securities Act (a "Shelf Registration"). Any Shelf Registration shall provide for the resale of the Notes from time to time by and pursuant to any method or combination of methods legally available to the Noteholder (including, without limitation, an underwritten offering, a direct sale to purchasers, a sale to or through brokers, dealers or agents, a sale over the internet, block trades, derivative transactions with third parties and hedging transactions). The Issuers and the Guarantors shall comply with the applicable provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by the Shelf Registration Statement in accordance with the intended methods of disposition by the Noteholder.

(b) Other Demand Registration. At any time after the date that is 60 days prior to the earliest Restricted Period Termination Date, so long as the Noteholder holds Notes and such securities are Registrable Securities, if the Issuers and the Guarantors are not eligible to use Form F-3 or Form S-3 (or a comparable form) for the registration of the Notes, the Noteholder may make one or more Registration Requests other than pursuant to a Shelf Registration covering all or a portion of the Registrable Securities held by it and no longer subject to the transfer restrictions set forth in Section 1 pursuant to the Securities Act. The Issuers and the Guarantors shall comply with the applicable provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by the Registration Statement in accordance with the intended methods of disposition by the Noteholder.

(c) The Issuers and the Guarantors, within thirty (30) days of the date on which the Company receives a Registration Request given by the Noteholder in accordance with Section 2(a) or Section 2(b) hereof, will file with the Commission, and the Issuers will thereafter use commercially reasonable efforts to cause to be declared effective as promptly as practicable, a Registration Statement on the appropriate form for the registration and sale, in accordance with the intended method or methods of distribution, of the aggregate principal amount of Registrable Securities specified by the Noteholder in such Registration Request (it being agreed that the Registration Statement shall be an automatic shelf registration statement that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act if Rule 462(e) is available to the Issuers and the Guarantors); *provided*, *however*, that the Issuers and the Guarantors shall not be obligated to give effect to any Registration Request if, in the reasonable judgment of AerCap, it is not feasible for the Issuers and the Guarantors to proceed with such registration because of the unavailability of audited or other required financial statements of AerCap or any other Person; *provided* that the Issuers and the Guarantors shall use their commercially reasonable efforts to obtain such financial statements as promptly as practicable.

(d) The Issuers and the Guarantors will use commercially reasonable efforts to keep each Shelf Registration Statement filed pursuant to this Section 2 continuously effective and usable for the resale of the Registrable Securities covered thereby (including by renewing or refiling upon expiration) until the earlier of (i) to the extent applicable, the expiration date contemplated by Rule 415(a)(5) under the Securities Act after giving effect to the grace period contemplated thereby and (ii) the date on which all of the Registrable Securities covered by such Shelf Registration Statement have been sold pursuant to such Shelf Registration Statement; *provided* that, if on the third (3rd) anniversary date of the effectiveness of a Shelf Registration Statement, Registrable Securities covered by such Shelf Registration Statement remain unsold, the Issuers and the Guarantors shall re-file such Shelf Registration Statement (or file a new Shelf Registration Statement) upon its expiration and keep such re-filed (or new) Shelf Registration Statement effective and usable for the aforesaid period. The time period for which the Issuers and the Guarantors are required to maintain the effectiveness of any Registration Statement is hereinafter referred to as the "Effectiveness Period".

(e) After the earliest Restricted Period Termination Date, at any time that any Shelf Registration is effective, if the Noteholder delivers a notice to the Company (a "Take-Down Notice") stating that it intends to effect an underwritten offering or distribution of all or part of its Registrable Securities included by it on any Shelf Registration (a "Shelf Offering") and stating the aggregate principal amount of the Registrable Securities to be included in the Shelf Offering, then the Issuers and the Guarantors shall amend or supplement the Shelf Registration Statement as may be necessary in order to enable such Registrable Securities to be distributed pursuant to the Shelf Offering; *provided* that, for the avoidance of doubt, in no event shall the Issuers and the Guarantors be required to effect a Shelf Offering covering securities that remain subject to the transfer restrictions set forth in Section 1.

(f) Selection of Underwriters. If the Noteholder intends to distribute the Registrable Securities covered by any Registration Request or Take-Down Notice by means of an underwritten offering, the Noteholder will so advise the Company as a part of the Registration Request or Take-Down Notice. Subject to the last sentence of this Section 2(f), the Noteholder shall have the right to cause the Issuers and the Guarantors to effect up to three (3) such underwritten offerings in any 12-month period pursuant to a Registration Request or Take-Down Notice. In connection with any such underwritten offering, (i) if there are three or fewer total joint book-running managing underwriters, the Company will have the right to appoint one such joint book-running managing underwriter, and (ii) if there are more than three total joint book-running managing underwriters, the Company will have the right to appoint two such joint book-running managing underwriters, and in each case the Noteholder will have the right to appoint the remaining joint book-running managing underwriters; *provided* that each of the joint book-running managing underwriters appointed pursuant hereto will have equally shared responsibilities and economics, including for investor meetings and allocating the order book with all other joint book-running managing underwriters. In such an underwritten offering, the Noteholder (together with the Issuers and the Guarantors) will enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such offering. If the Noteholder disapproves of the terms of the underwriting, the Noteholder may elect to withdraw therefrom by written notice to the Company and the joint book-running managing underwriters; *provided*, *however*, that such attempted offering will count as one of the Noteholder's three (3) underwritten offerings described above. Notwithstanding anything in this Agreement to the contrary, an attempted offering will not count as one of the Noteholder's three (3) underwritten offerings described above if the Noteholder's decision to withdraw from, terminate, abandon or cancel such offering results from or arises out of an action by the Issuers or the Guarantors that could reasonably be expected to adversely affect the timing, marketability or offering price of the securities contemplated to have been offered in such registration.

(g) Restrictions on Underwritten Offerings. Notwithstanding anything in this Section 2 to the contrary, the Noteholder may not make, and the Issuers and the Guarantors will not be obligated to effect, an underwritten offering unless the aggregate principal amount of Registrable Securities being offered in such underwritten offering is at least $150,000,000 (unless the Noteholder is proposing to sell all of its remaining Notes). In addition, the Noteholder may not, without the Company's prior written consent, launch any offering within 90 days of any other underwritten offering of Registrable Securities by the Noteholder.

(h) No Other Demand Registrations. The Issuers and the Guarantors will not include in any underwritten registration pursuant to Section 2 any securities that are not Registrable Securities of the Noteholder without the Noteholder's consent.

3. Restrictions on Demand Registration.

(a) Right to Defer or Suspend Registration. In the event that AerCap determines in good faith that any one or more of the following circumstances exist, the Issuers and the Guarantors may, at their option, (x) defer any registration of Registrable Securities in response to a Registration Request or (y) require the Noteholder to suspend any offering of Registrable Securities pursuant to a Registration Statement for the periods specified:

(i) if AerCap is subject to any of its customary suspension or blackout periods, for all or part of such period;

(ii) if any offering would occur during the period commencing 15 days prior to any scheduled investor day presentation of AerCap and ending two days after the furnishing to the Commission of the Form 6-K or Form 8-K reporting the substance of such investor day presentation, for the duration of such period; and

(iii) for not more than sixty (60) days in the aggregate in any 180-day period, if AerCap believes that an offering would require an Issuer or any Guarantors, under applicable securities laws and other laws, to disclose material non-public information that would not otherwise be required to be disclosed at that time and AerCap believes in good faith that such disclosures at that time would not be in the best interests of an Issuer or any Guarantor; *provided* that this exception shall continue to apply only during the time that such material non-public information has not been disclosed and remains material; *provided*, *further*, that upon disclosure of such material non-public information, the Issuers or the Guarantors shall (x) notify the Noteholder; (y) terminate any deferral or suspension it has put into effect; and (z) take such actions necessary to permit registered sales of Registrable Securities as required or contemplated by this Agreement, including, if necessary, the preparation and filing of a post-effective amendment or prospectus supplement so that the Registration Statement and any prospectus forming a part thereof will not include an untrue statement of material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading.

(b) Limitation on Deferrals and Suspensions. The Issuers and the Guarantors shall not be permitted to defer registration or require the Noteholder to suspend an offering pursuant to this Section 3 if the duration of all such deferrals or suspensions would for any individual deferral or suspension pursuant to Section 3(a)(i), (ii) or (iii) exceed sixty (60) consecutive days or if the duration of all such deferrals or suspensions would in the aggregate exceed one hundred twenty (120) days in any 12-month period.

(c) If the Issuers and the Guarantors defer any registration of Registrable Securities in response to a Registration Request or Take-Down Notice or require the Noteholder to suspend any offering of Registrable Securities, the Noteholder shall be entitled to withdraw such Registration Request or such Take-Down Notice, as the case may be, and if it does so, such request shall not be treated for any purpose as an exercise of a Registration Request or the delivery of a Take-Down Notice pursuant to Section 2 and, for the avoidance of doubt, such offering will not count as one of the three (3) underwritten offerings described in Section 2(f) of this Agreement.

4. Registration Procedures. In connection with the registration obligations of the Issuers and the Guarantors pursuant to and in accordance with Section 2, the Issuers and the Guarantors will use commercially reasonable efforts to effect the registration and sale of such Registrable Securities in accordance with the intended method of disposition thereof. Without limiting the generality of the foregoing, the Issuers and the Guarantors will, as expeditiously as possible:

(a) prepare and file with the Commission a Registration Statement with respect to such Registrable Securities, subject to Section 2(c) of this Agreement, make all required filings with FINRA and thereafter use commercially reasonable efforts to cause such Registration Statement to become effective upon filing but in any event not later than thirty (30) days after the filing of such Registration Statement; *provided* that before filing a Registration Statement or any amendments or supplements thereto (other than reports required to be filed by it under the Exchange Act that are incorporated or deemed to be incorporated by reference into the Registration Statement), the Issuers will furnish to the Noteholder copies of all documents proposed to be filed. If the Noteholder informs the Issuers in writing within five Business Days that it has any objections to the filing of such Registration Statement, amendment or supplement, the Issuers will not file such Registration Statement, amendment or supplement prior to the date that is five Business Days from the date the Noteholder received such document. The Issuers will not file any Registration Statement or amendment or supplement to such Registration Statement to which the Noteholder will have reasonably objected in writing on the grounds that (and explaining why) such amendment or supplement does not comply in all material respects with the requirements of the Securities Act or of the rules or regulations thereunder;

(b) prepare and file with the Commission such amendments and supplements to such Registration Statement as may be necessary to keep such Registration Statement effective for a period of either (i) not less than the Effectiveness Period or, if such Registration Statement relates to an underwritten offering, such longer period as in the opinion of counsel for the underwriters a prospectus is required by law to be delivered in connection with sales of Registrable Securities by an underwriter or dealer or (ii) such shorter period as will terminate when all of the securities covered by such Registration Statement have been disposed of in accordance with the intended methods of disposition by the Noteholder, set forth in such Registration Statement (but in any event not before the expiration of any longer period required under the Securities Act), and to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement until such time as all of such securities have been disposed of in accordance with the intended methods of disposition by the Noteholder set forth in such Registration Statement;

(c) furnish to the Noteholder, without charge, such number of conformed copies of such Registration Statement and of each post-effective amendment thereto, and deliver, without charge, such number of copies of each preliminary prospectus, final prospectus, all exhibits and other documents filed therewith and such other documents as the Noteholder may reasonably request including in order to facilitate the disposition of the Registrable Securities owned by it;

(d) use commercially reasonable efforts to register or qualify such Registrable Securities under such other securities or blue sky laws of such jurisdictions as the Noteholder reasonably requests in writing (*provided* that none of the Issuers or the Guarantors will be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subsection, (ii) subject itself to taxation in any such jurisdiction or (iii) consent to general service of process in any such jurisdiction);

(e) promptly notify the Noteholder, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, upon discovery that, or upon the discovery of the happening of any event as a result of which, the prospectus contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading in the light of the circumstances under which they were made, and, as promptly as practicable, prepare and furnish to the Noteholder a reasonable number of copies of a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus will not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading in the light of the circumstances under which they were made;

(f) promptly notify the Noteholder (i) when the prospectus or any prospectus supplement or post-effective amendment has been filed and, with respect to such Registration Statement or any post-effective amendment, when the same has become effective, (ii) of any request by the Commission for amendments or supplements to such Registration Statement or to amend or to supplement such prospectus or for additional information, (iii) of the issuance by the Commission of any stop order suspending the effectiveness of such Registration Statement or the initiation of any proceedings for such purpose, (iv) of the receipt by the Issuers or the Guarantors or their legal counsel of any notification with respect to the suspension of the qualification of any of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose and (v) the happening of any event that requires the Issuers or the Guarantors to make changes in any effective Registration Statement or the prospectus related to such Registration Statement necessary to make the statements in such Registration Statement not misleading or the statements in such prospectus not misleading in light of the circumstances in which they were made (which notice shall be accompanied by an instruction to suspend the use of the prospectus until the requisite changes have been made);

(g) if, upon sale pursuant to this Agreement, the Notes of a series will share the same non-economic terms (other than maturity) with any outstanding series of notes previously issued by AerCap or one or more of its Subsidiaries and such notes are listed on a securities exchange, use commercially reasonable efforts to cause such Notes to be so listed;

(h) enter into such customary agreements (including underwriting agreements in form, scope and substance as is customary in underwritten offerings) and take all such appropriate and reasonable other actions as the Noteholder or the underwriters, if any, reasonably request in order to expedite or facilitate the disposition of such Registrable Securities;

(i) if such offering is an underwritten offering, make available for inspection by the Noteholder, any underwriter participating in any disposition pursuant to such Registration Statement and any attorney, accountant or other agent retained by the Noteholder or any such underwriter, all financial and other records and pertinent corporate documents of the Company as will be reasonably necessary to enable them to exercise their due diligence responsibilities, *provided* that the Noteholder, any such underwriter and any attorney, accountant or other agent retained by the Noteholder or any such underwriter will enter into a confidentiality agreement reasonably satisfactory to the Company;

(j) otherwise use commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and make available to its security holders, as soon as reasonably practicable, an earnings statement of AerCap and its Subsidiaries covering the period of at least twelve months beginning with the first day of AerCap's first full calendar quarter after the effective date of the Registration Statement, which earnings statement will satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(k) in the event of the issuance of any stop order suspending the effectiveness of a Registration Statement, or of any order suspending or preventing the use of any related prospectus or ceasing trading of any securities included in such Registration Statement for sale in any jurisdiction, use commercially reasonable efforts promptly to obtain the withdrawal of such order at the earliest practicable time;

(l) enter into such agreements and take such other actions as the Noteholder or the underwriters reasonably request in order to expedite or facilitate the disposition of such Registrable Securities, including, without limitation, preparing for and participating in such number of "road shows", and all such other customary selling efforts as the underwriters reasonably request in order to expedite or facilitate such disposition, including, as the underwriters reasonably request, making members of senior management of AerCap, as would customarily participate in "road show" and other customary marketing activities for an offering by AerCap comparable to such offering in size and type of securities offered, cooperate with the managing underwriters or underwriter and make themselves available to participate on a reasonable basis in "road show" and other customary marketing activities in such locations (domestic and foreign) as recommended by the managing underwriters or underwriter (including one-on-one meetings with prospective purchasers of the Registrable Securities);

(m) if such offering is an underwritten offering, use commercially reasonable efforts to obtain one or more comfort letters, addressed to the underwriters and the Noteholder (*provided* that AerCap's independent public accountants will address a comfort letter to the Noteholder), dated the effective date of, or the date of the closing under, the underwriting agreement for such offering, signed by AerCap's independent public accountants in customary form and covering such matters of the type customarily covered by comfort letters in underwritten offerings;

(n) if such offering is an underwritten offering, use commercially reasonable efforts to provide legal opinions of the Issuers' and the Guarantors' outside counsel, addressed to the underwriters, dated the effective date of, or the date of the closing under, the underwriting agreement for such offering, each amendment and supplement thereto, with respect to the Registration Statement, each amendment and supplement thereto (including the preliminary prospectus) and such other documents relating thereto in customary form and covering such matters of the type customarily covered by legal opinions of such nature;

(o) make available to the Noteholder each item of correspondence from the Commission or the staff of the Commission (or other governmental agency or self-regulatory body or other body having jurisdiction, including any domestic or foreign securities exchange) and each item of correspondence written by or on behalf of the Company or the Guarantors to the Commission or the staff of the Commission (or other governmental agency or self-regulatory body or other body having jurisdiction, including any domestic or foreign securities exchange), in each case relating to such Registration Statement, other than, in each case, any item of correspondence relating to any reports delivered or required to be delivered under the Exchange Act whether or not in connection with such Registration Statement;

(p) use commercially reasonable efforts to procure the cooperation of the applicable trustee in settling any transfer of Registrable Securities, including with respect to the transfer of any physical certificates into book-entry form in accordance with any procedures reasonably requested by the Noteholder or the underwriters; and

(q) if required under applicable law and not already so qualified, cause any applicable Indenture to be qualified under the Trust Indenture Act of 1939, as amended.

The Company and the Guarantors agree not to file or make any amendment to any Registration Statement with respect to any Registrable Securities, or any amendment of or supplement to the prospectus used in connection therewith, that refers to the Noteholder by name, or otherwise identifies the Noteholder as the holder of any securities of the Company or the Guarantors, without the consent of the Noteholder, such consent not to be unreasonably withheld or delayed, unless and to the extent such disclosure is required by applicable law.

The Company may require the Noteholder to furnish the Company with such information regarding the Noteholder pertinent to the disclosure requirements relating to the registration and the distribution of any securities as the Company may from time to time reasonably request in writing. If within 20 days of the receipt of a written request from the Company, the Noteholder fails to provide to the Company any information relating to the Noteholder that is required by applicable law to be disclosed in the Registration Statement, the Issuers shall not be obligated to file such Registration Statement and/or may exclude the Noteholder's Registrable Securities from such Registration Statement.

The Noteholder agrees that, upon receipt of any notice from the Issuers or the Guarantors of the happening of any event of the kind described in Section 4(e), 4(f)(ii) or 4(f)(iii) hereof, the Noteholder shall discontinue disposition of any Registrable Securities covered by such Registration Statement or the related prospectus until receipt of the copies of the supplemented or amended prospectus contemplated by Section 4(c) hereof, which supplement or amendment shall be prepared and furnished as soon as reasonably practicable, or until the Noteholder is advised in writing by the Issuers or the Guarantors that the use of the applicable prospectus may be resumed, and has received copies of any amended or supplemented prospectus or any additional or supplemental filings which are incorporated, or deemed to be incorporated, by reference in such prospectus (such period during which disposition is discontinued being an "Interruption Period") and, if requested by the Issuers or the Guarantors, the Noteholder shall use its commercially reasonable efforts to return to the Issuers and the Guarantors all copies then in its possession, other than permanent file copies then in such holder's possession, of the prospectus covering such Registrable Securities at the time of receipt of such request. As soon as practicable after the Issuers and the Guarantors have determined that the use of the applicable prospectus may be resumed, the Issuers and the Guarantors will notify the Noteholder. In the event the Issuers or the Guarantors invoke an Interruption Period hereunder and in the reasonable discretion of the Issuers the need for the Issuers or the Guarantors to continue the Interruption Period ceases for any reason, the Issuers and the Guarantors shall, as soon as reasonably practicable, provide written notice to the Noteholder that such Interruption Period is no longer applicable. Notwithstanding anything in this paragraph to the contrary, no Interruption Period shall exceed sixty (60) days and, in any calendar year, no more than one hundred twenty (120) days in the aggregate may be part of an Interruption Period.

5. Registration Expenses.

(a) The Issuers and the Guarantors will, jointly and severally, pay all expenses incidental to the Issuers' and the Guarantors' performance of, or compliance with, this Agreement, including, without limitation, all registration and filing fees, fees and expenses of compliance with securities or blue sky laws, word processing, duplicating and printing expenses, messenger and delivery expenses, the fees and disbursements of counsel for the Issuers and the Guarantors, independent certified public accountants, the reasonable fees and expenses of one counsel to represent the Noteholder and all transportation and other expenses incurred by or on behalf of the Noteholder, the Issuers, the Guarantors or any underwriters, or any of their respective representatives, in connection with "roadshow" presentations and the holding of meetings with potential investors to facilitate the distribution and sale of the Registrable Securities. In addition, the Issuers and the Guarantors will, in any event, pay their own internal expenses (including, without limitation, all salaries and expenses of their own officers and employees performing legal or accounting duties), the expenses of any annual audit or quarterly review and the expenses of any liability insurance and the expenses and fees for listing the securities to be registered on each securities exchange as provided in Section 4(g).

(b) Selling Expenses will be borne by the Noteholder;*provided* that the Company will reimburse the Noteholder for the underwriting discount or dealer commission (or any similar such fee), incurred in connection with a sale pursuant to this Agreement, in all cases, up to one (1) percent of the gross proceeds of the Registrable Securities sold in such sale.

6. Indemnification.

(a) The Issuers and the Guarantors, jointly and severally, agree to indemnify and hold harmless, and hereby do indemnify and hold harmless, the Noteholder, its affiliates and their respective directors, officers, employees and partners and each Person who controls the Noteholder (within the meaning of the Securities Act) against, and pay and reimburse the Noteholder and any such affiliate, director, officer, employee or partner or controlling Person for, any losses, claims, damages, liabilities, joint or several, to which the Noteholder or any such affiliate, director, officer, employee or 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 or any amendment thereof or supplement thereto, or any "issuer free writing prospectus" as such term is defined under Rule 433 under the Securities Act 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 Issuers and the Guarantors, jointly and severally, will pay and reimburse the Noteholder and each such affiliate, director, officer, employee, 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 Issuers and the Guarantors 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 such Registration Statement, any such prospectus or preliminary prospectus or any amendment or supplement thereto, or any "issuer free writing prospectus" as such term is defined under Rule 433 under the Securities Act, or in any application, in reliance upon, and in conformity with, written information prepared and furnished to the Issuers or the Guarantors by the Noteholder expressly for use therein. In connection with an underwritten offering, the Issuers and the Guarantors, if requested, will indemnify such underwriters, their officers and directors and each Person who controls such underwriters (within the meaning of the Securities Act) to the same extent as provided above with respect to the indemnification of the Noteholder.

(b) The Noteholder will furnish to the Company in writing such information and affidavits as the Issuers and the Guarantors may reasonably request for use in connection with any such Registration Statement or prospectus and will indemnify and hold harmless the Issuers and the Guarantors, their respective directors and officers, each underwriter and each other Person who controls any of the Issuers, the Guarantors or such underwriters (within the meaning of the Securities Act) against any losses, claims, damages, liabilities, joint or several, to which the Issuers or any Guarantors or any such director or officer, any such underwriter 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 the Registration Statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or in any application 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, any such prospectus or preliminary prospectus or any amendment or supplement thereto, or in any application, in reliance upon and in conformity with written information prepared and furnished to the Issuers or any Guarantor by the Noteholder expressly for use therein, and the Noteholder will reimburse the Issuers or any Guarantors and each such director, officer, underwriter 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 Noteholder from the sale of Registrable Securities pursuant to such Registration Statement.

(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 (but such consent will not 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 registration and sale of any securities by any Person entitled to any indemnification hereunder and the expiration or termination of this Agreement.

(e) If the indemnification provided for in this Section 6 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 which resulted in such loss, liability, claim, damage or expense as well as any other relevant equitable considerations. The relative 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 or the alleged 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 Noteholder will be obligated to contribute pursuant to this Section 6(e) will be limited to an amount equal to the proceeds received by the Noteholder in respect of the Registrable Securities sold pursuant to the Registration Statement which gives rise to such obligation to contribute (less the aggregate amount of any damages which the Noteholder has 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 such Registrable Securities).

7. Participation in Underwritten Registrations.

(a) The Noteholder may not participate in any registration hereunder that is underwritten unless the Noteholder (i) completes and executes all customary questionnaires, powers of attorney, underwriting agreements and other customary documents reasonably required under the terms of such underwriting arrangements and (ii) cooperates with the Company's requests in connection with such registration or qualification (it being understood that the failure on the part of the Issuers and the Guarantors to perform their obligations hereunder, which failure is caused by the Noteholder's failure to cooperate, will not constitute a breach by either of the Issuers or any of the Guarantors of this Agreement).

(b) To the extent that the Noteholder is participating in any registration hereunder, the Noteholder agrees that, upon receipt of any notice from the Issuers or any Guarantor of the happening of any event of the kind described in Section 4(e) above, the Noteholder will forthwith discontinue the disposition of its Registrable Securities pursuant to the Registration Statement until the Noteholder receive copies of a supplemented or amended prospectus as contemplated by such Section 4(e).

8. Rule 144 and 144A Reporting.

(a) With a view to making available the benefits of certain rules and regulations of the Commission which may permit the sale of the Registrable Securities to the public without registration, the Issuers and the Guarantors agree to use commercially reasonable efforts to file with the Commission in a timely manner all reports and other documents required of the Issuers and the Guarantors under the Securities Act and the Exchange Act and keep public information available at any time when the Issuers and the Guarantors are subject to such reporting requirements.

Upon request of the Noteholder, the Issuers and the Guarantors will deliver to the Noteholder a written statement as to whether they have complied with such informational and reporting requirements and will, within the limitations of the exemptions provided by Rule 144 (as such rule may be amended from time to time) or any similar rule enacted by the Commission, instruct the applicable trustee to remove the restrictive legend affixed to any Notes to enable such Notes to be sold in compliance with Rule 144 (as such rule may be amended from time to time) or any similar rule enacted by the Commission.

(b) For purposes of facilitating sales pursuant to Rule 144A, to the extent AerCap is not subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, the Noteholder and any prospective purchaser of the Noteholder's securities will have the right to obtain from AerCap, upon written request of the Noteholder prior to the time of sale, a copy of the most recent annual or quarterly report of AerCap, and such other reports and documents that AerCap would have been required to file if AerCap were subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act as the Noteholder or prospective purchaser may reasonably request in writing in availing itself of any rule or regulation of the Commission allowing the Noteholder to sell any such securities without registration, including the information required by Rule 144A(d)(4) under the Securities Act.

9. Term. This Agreement will be effective as of the date hereof and will continue in effect thereafter until the earliest of (a) its termination by the written consent of the parties hereto or their respective successors in interest, (b) the date on which no Registrable Securities remain outstanding and (c) the dissolution, liquidation or winding up of either of the Issuers.

10. Governing Law, Dispute Resolution and Jurisdiction.

(a) This Agreement, all transactions contemplated by this Agreement, and all claims and defenses of any nature (including contractual and non-contractual claims and defenses) arising out of or relating to this Agreement, any transaction contemplated by this Agreement, and the formation, applicability, breach, termination or validity of this Agreement (each, a "Transaction Dispute"), will be exclusively governed by and construed and enforced in accordance with the internal Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied.

The parties expressly acknowledge and agree that (i) the requirements of 6 Del. C § 2708 are satisfied by the provisions of this Agreement and that such statute mandates the application of Laws of the State of Delaware to this Agreement, the relationship of the parties, the Transaction and the interpretation and enforcement of the rights and duties of the parties hereunder and (ii) the parties have a reasonable basis for the application of the Laws of the State of Delaware to this Agreement, the relationship of the parties, the transactions contemplated by this Agreement and the interpretation and enforcement of the rights and duties of the parties hereunder.

(b) Any Transaction Dispute will exclusively be brought and resolved in the Court of Chancery of the State of Delaware (or, only if such court declines to accept jurisdiction over a particular matter, then in the United States District Court for the District of Delaware or, if jurisdiction is not then available in the United States District Court for the District of Delaware (but only in such event), then in any Delaware state court sitting in New Castle County) and any appellate court from any of such courts. In that context, and without limiting the generality of the foregoing, each party irrevocably and unconditionally: (i) submits for itself and its property to the exclusive jurisdiction of such courts with respect to any Transaction Dispute and for recognition and enforcement of any judgment in respect thereof, and agrees that all claims in respect of any Transaction Dispute shall be heard and determined in such courts and (ii) agrees that venue would be proper in such courts, and waives any objection that it may now or hereafter have that any such court is an improper or inconvenient forum for the resolution of any Transaction Dispute. The foregoing consent to jurisdiction will not constitute submission to jurisdiction or general consent to service of process in the State of Delaware for any purpose except with respect to any Transaction Dispute.

(c) To the maximum extent permitted by Law, each party irrevocably and unconditionally waives any right to trial by jury in any forum in respect of any Transaction Dispute and covenants that neither it nor any of its Affiliates or Representatives will assert (whether as plaintiff, defendant or otherwise) any right to such trial by jury. Each party certifies and acknowledges that (i) such party has considered the implications of this waiver, (ii) such party makes this waiver voluntarily and (iii) such waiver constitutes a material inducement upon which such party is relying and will rely in entering into the Transaction Documents. Each party may file an original counterpart or a copy of this Section 10 with any court as written evidence of the consent of each party to the waiver of its right to trial by jury.

11. Defined Terms. Capitalized terms when used in this Agreement have the following meanings:

"Affiliate" has the meaning set forth in the Transaction Agreement.

"Agreement" has the meaning set forth in the preamble.

"Commission" means the United States Securities and Exchange Commission or any other federal agency administering the Securities Act.

"Company" has the meaning set forth in the preamble and includes any successor in interest thereto.

"Completion" has the meaning set forth in the Transaction Agreement.

"Completion Date" has the meaning set forth in the Transaction Agreement.

"Contract" means any contract, agreement, instrument, undertaking, indenture, commitment, loan, license, settlement, consent, note or other legally binding obligation (whether or not in writing).

"Effectiveness Period" has the meaning set forth in Section 2(d).

"Encumbrance" means any mortgage, commitment, transfer restriction, deed of trust, pledge, option, power of sale, retention of title, right of preemption, right of first refusal, executorial attachment, hypothecation, security interest, encumbrance, claim, lien or charge of any kind, or an agreement, arrangement or obligation to create any of the foregoing.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any similar federal statute and the rules and regulations thereunder, as in effect from time to time.

"FINRA" means the Financial Industry Regulatory Authority, Inc.

"Governmental Authority" means any supranational, national, regional, federal, state, municipal or local court, administrative body or other governmental or quasi-governmental entity or authority with competent jurisdiction (including any arbitration panel or body) exercising legislative, judicial, regulatory or administrative functions of or pertaining to supranational, national, regional, federal, state, municipal or local government, including any department, commission, board, agency, bureau, subdivision, instrumentality or other regulatory, administrative, arbitral or judicial authority.

"Guarantees" has the meaning set forth in the preamble.

"Guarantors" has the meaning set forth in the preamble, and, in each case, any successor in interest thereto.

"Indenture" has the meaning set forth in the preamble.

"Interruption Period" has the meaning set forth in Section 4.

"Irish Issuer" has the meaning set forth in the preamble and includes any successor in interest thereto.

"Issuers" has the meaning set forth in the preamble and includes any successors in interest thereto.

"Law" means any supranational, federal, state, local or foreign law (including common law), statute or ordinance, or any rule, regulation, or agency requirement of any Governmental Authority.

"Noteholder" has the meaning set forth in the preamble.

"Notes" has the meaning set forth in the preamble.

"Permitted Transfer" has the meaning set forth in Section 1(b).

"Permitted Transferee" means any wholly-owned Subsidiary of GE.

"Person" means an individual, a partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization or a government or department or agency thereof.

"Register," "registered" and "registration" refers to a registration effected by preparing and filing a Registration Statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such Registration Statement, and compliance with applicable state securities laws of such states in which the Noteholder notifies the Company of its intention to offer Registrable Securities.

"Registrable Securities" means any Notes issued to the Noteholder pursuant to the Transaction Agreement. As to any particular securities constituting Registrable Securities, such securities will cease to be Registrable Securities when (x) they have been effectively registered or qualified for sale by a prospectus filed under the Securities Act and disposed of in accordance with the Registration Statement covering such securities, (y) they have been sold to the public through a broker, dealer or market maker pursuant to Rule 144 or other exemption from registration under the Securities Act or (z) after the two-year anniversary of the Completion Date, they are eligible to be sold pursuant to Rule 144 without volume restrictions (but shall in no event under this clause (z) cease to be Registrable Securities prior to the date that is 90 days after the first day on which the Noteholder or its affiliates no longer beneficially owns any AerCap ordinary shares). For purposes of this Agreement, a Person will be deemed to be a holder of Registrable Securities whenever such Person has the right to acquire directly or indirectly such Registrable Securities (upon conversion or exercise in connection with a transfer of securities or otherwise, but disregarding any restrictions or limitations upon the exercise of such right), whether or not such acquisition has actually been effected.

"Registration Request" means a request by the Noteholder for the registration under the Securities Act of the Registrable Securities held by it pursuant to Section 2 of this Agreement.

"Registration Statement" means the prospectus and other documents filed with the Commission to effect a registration under the Securities Act.

"Representative" has the meaning set forth in the Transaction Agreement.

"Restricted Period Termination Date" means, (i) with respect to any Notes that are senior unsecured notes, the date that is ninety (90) days after the Completion Date, and (ii) with respect to any Notes that are subordinated unsecured notes, the date that is one hundred eighty (180) days after the Completion Date.

"Rule 144" means Rule 144 under the Securities Act or any successor or similar rule as may be enacted by the Commission from time to time, as in effect from time to time.

"Rule 144A" means Rule 144A under the Securities Act or any successor or similar rule as may be enacted by the Commission from time to time, as in effect from time to time.

"Securities Act" means the United States Securities Act of 1933, as amended, or any similar federal statute and the rules and regulations thereunder, as in effect from time to time.

"Selling Expenses" means all underwriting discounts, selling commissions and transfer taxes applicable to the sale of Registrable Securities hereunder.

"Shelf Offering" has the meaning set forth in Section 2(e).

"Shelf Registration" has the meaning set forth in Section 2(a).

"Shelf Registration Statement" means a Registration Statement of the Issuers filed with the Commission on Form F-3 or Form S-3 (or any successor form or other appropriate form under the Securities Act) for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act (or any similar rule that may be adopted by the Commission) covering the Registrable Securities.

"Subsidiary" means any corporation, partnership, joint venture, trust, limited liability company, unincorporated association or other entity in respect of which such Person, directly or indirectly: (w) is entitled to more than 50% of the interest in the capital or profits; (x) holds or controls a majority of the voting securities or other voting interests; (y) has rights via holdings of debt or other contract rights that are sufficient for control and consolidation for purposes of generally accepted accounting principles in the United States of America; or (z) has the right to appoint or elect a majority of the board of directors or persons performing similar functions.

"Take-Down Notice" has the meaning set forth in Section 2(e).

"Transaction" has the meaning set forth in the Transaction Agreement.

"Transaction Dispute" has the meaning set forth in Section 10(a).

"Transfer" means (i) any direct or indirect offer, sale, lease, assignment, Encumbrance, disposition or other transfer (by operation of law or otherwise), either voluntary or involuntary, or entry into any Contract, option or other arrangement or understanding with respect to any offer, sale, lease, assignment, Encumbrance, disposition or other transfer (by operation of law or otherwise), of any Notes or (ii) to enter into any swap or any other Contract, agreement, transaction or series of transactions that hedges or transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of any Note, whether any such swap, Contract, agreement, transaction or series of transaction is to be settled by delivery of securities, in cash or otherwise.

"U.S. Issuer" has the meaning set forth in the preamble and includes any successor in interest thereto.

12. Miscellaneous.

(a) No Inconsistent Agreements. The Issuers and the Guarantors will not hereafter enter into any agreement with respect to their securities which is inconsistent with or violates the rights granted to the Noteholder in this Agreement.

(b) Remedies. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party hereto will have the right to injunctive relief, in addition to all of its other rights and remedies at law or in equity, to enforce the provisions of this Agreement, *provided* that the Noteholder will not have any right to an injunction to prevent the filing or effectiveness of any Registration Statement of the Issuers or the Guarantors, other than a Registration Statement filed pursuant to this Agreement in response to a Registration Request.

(c) Amendments and Waivers. Except as otherwise provided herein, the provisions of this Agreement may be amended or waived only upon the prior written consent of the Issuers, the Guarantors and the Noteholder. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(d) Assignment of Registration Rights. The rights of the Noteholder to registration of all or any portion of its Registrable Securities pursuant to this Agreement may be assigned by the Noteholder to any Permitted Transferee to the extent of the Registrable Securities transferred as long as (i) the Noteholder, within ten (10) days after such transfer, furnishes to the Issuers and the Guarantors written notice of the transfer to the Permitted Transferee and (ii) such Permitted Transferee agrees, following such transfer, to be subject to all applicable restrictions and obligations set forth in this Agreement, and executes a customary joinder to this Agreement, in form and substance reasonably acceptable to the Issuers and the Guarantors, in which case the applicable Permitted Transferee shall be the beneficiary of all or a portion of the rights of the Noteholder and subject to all restrictions and obligations applicable to the Noteholder pursuant to this Agreement, to the same extent as the Noteholder.

(e) Successors and Assigns. Except as provided in Section 12(d) hereof, neither this Agreement nor any of the rights or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties hereto. Subject to the preceding sentence, this Agreement will be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. If any of the Registrable Securities is converted into or exchanged or substituted for other securities issued by any other Person, as a condition to the effectiveness of the merger, consolidation, reclassification, share exchange or other transaction pursuant to which such conversion, exchange, substitution or other transaction takes place, such other Person shall become bound hereby with respect to such other securities, which shall constitute Registrable Securities.

(f) 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 the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

(g) Counterparts. This Agreement may be executed simultaneously in counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same Agreement.

(h) Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(i) Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, between the parties, with respect to the subject matter hereof.

(j) Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing, and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following respective addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12(j):

if to the Issuers or the Guarantors:

AerCap Holdings N.V.
AerCap House
65 St. Stephen's Green
Dublin D02 YX20
Ireland
Attention: General Counsel
Email Address: VDrouillard@aercap.com

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

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

if to the Noteholder:

General Electric Company
5 Necco Street
Boston, Massachusetts 02210
Attention: Senior Counsel, Mergers & Acquisitions
Email Address: ma.transaction@ge.com

With a copy to (which shall not constitute notice):
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attention: Scott A. Barshay
Steven J. Williams, Esq.
Email Address: SBarshay@paulweiss.com
SWilliams@paulweiss.com

[*Remainder of this page left intentionally blank*]

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement as of the date and year set forth above.

GE CAPITAL US HOLDINGS, INC.

By: /s/ Robert M. Giglietti
Name: Robert M. Giglietti
Title: Senior Vice President & CFO

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement as of the date and year set forth above.

AERCAP IRELAND CAPITAL DESIGNATED ACTIVITY COMPANY

By: /s/ Ken Faulkner
Name: Ken Faulkner
Title: Attorney

AERCAP GLOBAL AVIATION TRUST

By: /s/ Ken Faulkner
Name: Ken Faulkner
Title: Authorized Signatory

AERCAP HOLDINGS N.V.

By: /s/ Risteard Sheridan
Name: Risteard Sheridan
Title: Attorney

AERCAP AVIATION SOLUTIONS B.V.

By: /s/ Johan-Willem Dekkers
Name: Johan-Willem Dekkers
Title: For and on behalf of AerCap Group Services, B.V. Director

AERCAP IRELAND LIMITED

By: /s/ Ken Faulkner
Name: Ken Faulkner
Title: Attorney

AERCAP U.S. GLOBAL AVIATION LLC

By: /s/ Ken Faulkner
Name: Ken Faulkner
Title: Authorized Signatory

INTERNATIONAL LEASE FINANCE CORPORATION

By: /s/ Bashir Hajjar
Name: Bashir Hajjar
Title: CEO

Schedule I
Guarantors

Guarantors	Jurisdiction
AerCap Holdings N.V.	Netherlands
AerCap Aviation Solutions B.V.	Netherlands
AerCap Ireland Limited	Ireland
AerCap U.S. Global Aviation LLC	Delaware
International Lease Finance Corporation	California

EXHIBIT 99.7

FINANCIAL REPORTING AGREEMENT

dated November 1, 2021
between
General Electric Company
and
AerCap Holdings N.V.

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This FINANCIAL REPORTING AGREEMENT, dated November 1, 2021 (this "Agreement"), is made by and between General Electric Company, a New York corporation ("GE"), and AerCap Holdings N.V., a Netherlands public limited liability company ("AerCap"; each of AerCap and GE, a "Party", and, together, the "Parties").

RECITALS

A. GE currently indirectly owns approximately 46% of the issued and outstanding ordinary shares of AerCap.

B. GE will require certain information to facilitate certain of GE's reporting obligations as a U.S. public reporting company listed on the New York Stock Exchange and to fulfill its fiduciary obligations with respect to GE's ownership interest in AerCap.

C. GE and AerCap have entered into this Agreement to set out certain key provisions relating to the provision of information and certain of their respective rights, duties and obligations.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto hereby agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.01 Certain Defined Terms. The following capitalized terms used in this Agreement shall have the meanings set forth below:

"AerCap" has the meaning set forth in the Preamble.

"AerCap Affiliated Group" means, collectively, AerCap or any of its subsidiaries.

"AerCap Confidential Information" has the meaning set forth in Section 6.01(a).

"AerCap Public Documents" has the meaning set forth in Section 2.01(b)(i).

"AerCap Shares" means the ordinary shares, each having a nominal value of one eurocent (EUR 0.01), in the capital of AerCap or such other shares or other securities into which such ordinary shares are converted, exchanged, reclassified or otherwise changed from time to time.

"Agreement" has the meaning set forth in the Preamble.

"Applicable Law" means, with respect to any Person, property, transaction, event or other matter, any Law relating or applicable to such Person, property, transaction, event or other matter.

"Business Day" means any day other than a Saturday or a Sunday on which commercial banks in Amsterdam, Dublin and New York are open for normal banking business.

"Dispute" has the meaning set forth in Section 3.01.

"Effective Date" means the date hereof.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any similar federal statute and the rules and regulations thereunder, as in effect from time to time.

"GAAP" has the meaning set forth in Section 2.01.

"GE" has the meaning set forth in the Preamble.

"GE Affiliated Group" means, collectively, GE or any of its subsidiaries.

"GE Confidential Information" has the meaning set forth in Section 6.01(b).

"GE Public Documents" has the meaning set forth in Section 2.03(b).

"Governmental Authority" means:

(a) any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise);

(b) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government;

(c) any court, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions; and

(d) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange or professional association.

"Law" or "Laws" mean (a) any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal bylaw, Order or other requirement having the force of law and (b) any policy, practice, protocol, standard or guideline of any Governmental Authority which, although not necessarily having the force of law, is regarded by such Governmental Authority as requiring compliance as if it had the force of law, and also includes, where appropriate, any interpretation of the law (or any part thereof) by any Governmental Authority having jurisdiction over it, or charged with its administration or interpretation.

"Order" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award by a Governmental Authority of competent jurisdiction.

"Party" has the meaning set forth in the Preamble.

"Person" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

"Personal Information" means any information about an identifiable individual that is provided to or obtained by either Party.

"Representative" of a Person means such Person's affiliates and the directors, officers, employees, advisers, agents, consultants, accountants, attorneys, sources of financing, investment bankers and other representatives of such Person and of such Person's affiliates.

"Rule 3-09" has the meaning set forth in Section 2.01(e).

"SEC" means the U.S. Securities and Exchange Commission.

"Transaction Agreement" means that certain Transaction Agreement, dated as of March 9, 2021, by and among GE, GE Ireland USD Holdings ULC, GE Financial Holdings ULC, GE Capital US Holdings, Inc., AerCap, AerCap US Aviation LLC, AerCap Ireland Capital DAC and AerCap Aviation Leasing Limited, as amended by Amendment No. 1, dated as of the date hereof, and as may be further amended, supplemented or otherwise modified from time to time.

ARTICLE 2
FINANCIAL AND OTHER INFORMATION

Section 2.01 Twenty Percent Threshold. If (i) GE directly or indirectly beneficially owns at least twenty percent (20%) of the outstanding AerCap Shares, or (ii) the GE Affiliated Group is eligible, in accordance with United States generally accepted accounting principles ("GAAP"), to account for its investment in AerCap under the equity method of accounting, the following covenants shall apply:

(a) Maintenance of Books and Records. AerCap will, and will cause each of its consolidated subsidiaries to:

(i) make and keep books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of AerCap and such subsidiaries;

(ii) devise and maintain a system of internal control over GAAP financial reporting to provide reasonable assurances: (w) that transactions are executed in accordance with management's general or specific authorization, (x) that transactions are recorded as necessary (A) to permit preparation of financial statements in conformity with GAAP or any other criteria applicable to such statements and (B) to maintain accountability for assets, (y) that access to assets is permitted only in accordance with management's general or specific authorization, and (z) that the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences;

(iii) use of commercially reasonable efforts to ensure that the "internal control over financial reporting" (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) of AerCap and its subsidiaries are effective and that there are no material weaknesses in their internal controls over financial reporting;

(iv) establish and maintain "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) (a) required in order for the chief executive officers and chief financial officers of AerCap and GE to engage in the review and evaluation process mandated by Section 302 of the Sarbanes-Oxley Act of 2002 and (b) that are reasonably designed to ensure that information required to be disclosed by AerCap in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to AerCap's management as appropriate to allow timely decisions regarding required disclosure; and

(v) perform testing and report to GE or any of its subsidiaries information that GE reasonably requires to assess significant deficiencies or material weaknesses in internal control over financial reporting in time for GE to meet its schedule for filing any relevant GE Public Document.

(b) Public Information and Security Filings. AerCap and any of its subsidiaries that files information with the SEC or any United States national securities exchange will:

(i) deliver to GE, reasonably in advance of filing, all (x) reports, notices and proxy and information statements to be sent or made available, or required by Applicable Law to be sent or made available, by AerCap or its material subsidiaries to their security holders and (y) all registration statements and prospectuses to be filed by AerCap or its material subsidiaries ((x) and (y), collectively, the "AerCap Public Documents");

(ii) deliver to GE, reasonably in advance of public release, in final form, copies of (a) all press releases and other statements to be made available by AerCap or its subsidiaries to the public and (b) all reports and other written information prepared by AerCap or any of its subsidiaries for general release to financial analysts or investors; and

(iii) AerCap shall not, and shall not permit its subsidiaries to, file or otherwise make public any report, registration, information or proxy statement, prospectus or other document that refers, or contains information with respect to any member of the GE Affiliated Group without the prior written consent of GE with respect to those portions of such document that contain information with respect to any member of the GE Affiliated Group, except as may be required by Applicable Law (in which case, AerCap shall use its reasonable best efforts to notify the relevant member of the GE Affiliated Group and obtain such member's prior written consent before making such filing or otherwise making any such information public).

(c) Meetings with Financial Analysts. AerCap will notify GE reasonably in advance of the date of all scheduled "investor days", earnings release and similar conference calls and of conferences to be attended by management of AerCap with members of the investment community, and shall consult with GE as to the appropriate timing for such "investor days" and earnings releases.

(d) Budgets and Projections. AerCap shall deliver to GE copies of annual and other budgets and financial projections relating to AerCap or any of its subsidiaries and shall provide GE an opportunity to meet with management of AerCap to discuss such budgets and projections.

(e) AerCap Financial Statements. AerCap will deliver to GE (i) the final form of AerCap's unqualified audited annual financial statements no later than 90 days after AerCap's fiscal year-end (or, if (1) GE has given AerCap the prompt notice contemplated by Section 2.04(iv)(b), stating that GE reasonably expects that a member of the GE Affiliated Group will be required to file AerCap's financial statements pursuant to Rule 3-09 of Regulation S-X ("Rule 3-09") or (2) AerCap has not delivered the reasonably required information contemplated by Section 2.04(iv)(a), three (3) business days prior to the date any such member is required to so file AerCap's financial statements) and (ii) the final form of AerCap's unaudited quarterly interim report no later than 60 days after AerCap's quarter-end, in each case, together with all certifications required by Applicable Law by each of the chief executive officer and the chief financial officer of AerCap and, in the case of the audited annual financial statements, an opinion thereon by AerCap's independent auditors; *provided* that the foregoing delivery requirement shall be satisfied if AerCap has filed such annual or periodic report with the SEC on or prior to such date. AerCap shall, if requested by GE, also deliver to GE all of the information required to be delivered by this Section 2.01(e) with respect to each subsidiary of AerCap which is itself required to file or furnish with the SEC or a United States national securities exchange annual or periodic reports, with such information to be provided in the same manner and detail and on the same time schedule as the information with respect to AerCap required to be delivered to GE pursuant to this Section 2.01(e).

(f) In order to facilitate AerCap's and GE's respective earnings calendars, AerCap and GE agree that GE shall receive from AerCap all financial information required to be reported by GE, which includes (i) for purposes of GE's annual financial statements, the applicable AerCap financial information from the four most recent quarters for which AerCap has publicly filed annual or periodic reports, as applicable, as of the time of GE's annual report and earnings announcement (e.g., GE may report AerCap financial information from Q42020-Q32021 in GE's annual report covering GE's Q12021-Q42021 financial results); and (ii) for purposes of GE's quarterly financial statements, the applicable AerCap financial information from the most recent quarter for which AerCap has publicly filed an annual or periodic report, as applicable, as of the time of GE's quarterly report and earnings announcement (e.g., GE may report AerCap financial information from Q42020 in GE's quarterly report covering GE's Q12021 results); *provided* that, in each case, GE shall disclose in its annual or quarterly report, as applicable, the quarter(s) for which AerCap financial results have been incorporated into the GE financial statements contained in such annual or quarterly report, as applicable; *provided*, *further*, that the foregoing requirement shall be satisfied with respect to any financial information that AerCap has filed in an annual or periodic report with the SEC reasonably in advance of GE's annual or quarterly report, as applicable, and earnings announcement.

Section 2.02 Ten Percent Threshold. If GE directly or indirectly beneficially owns at least ten percent (10%) of the outstanding AerCap Shares, the following covenant shall apply:

(a) AerCap Public Information. AerCap shall deliver to GE reasonably in advance of filing copies of (i) all financial statements, reports, notices and proxy statements sent by AerCap in a general mailing to all of its shareholders, (ii) annual reports and (iii) final prospectuses filed.

Section 2.03 Five Percent Threshold. If GE directly or indirectly beneficially owns at least five percent (5%) of the outstanding AerCap Shares, the following covenants shall apply:

(a) Agreement for Exchange of Information. Each of GE and AerCap agrees to provide to the other any information which the requesting Party reasonably needs (i) to comply with any requirements imposed on the requesting Party by a Governmental Authority, (ii) for use in any other judicial, regulatory, administrative, tax or other proceeding, and (iii) to comply with this Agreement.

(b) GE Public Documents. AerCap will, and will use commercially reasonable efforts to cause its subsidiaries and auditors (subject to applicable regulatory and auditing reporting requirements) to, cooperate fully with GE, to (i) provide all information that GE reasonably requests, including, without limitation, assistance with the preparation of any pro forma information, in the preparation and filing with the SEC of GE's press releases, public earnings releases, quarterly reports, annual reports, current reports, any amendments to any of the foregoing, any proxy, information and registration statements, and any other reports, notices, prospectuses and public filings made by any member of the GE Affiliated Group with the SEC or any United States national securities exchange (collectively, the "GE Public Documents"), including commercially reasonable efforts to obtain any consent required for the filing or incorporation by reference into any GE Public Documents of the opinion of AerCap's independent auditors with respect to the audited annual financial statements of AerCap, and (ii) cause such independent auditors to provide (at GE's expense except as contemplated by that certain registration rights agreement and that certain noteholder agreement, each dated the date hereof) customary comfort letters in accordance with applicable auditing guidance (including "negative assurance" comfort, if appropriate) reasonably requested in connection with any offering of securities by GE in which financial information of AerCap is included in any offering material used by GE.

Section 2.04 General Requirements. If GE directly or indirectly beneficially owns any outstanding AerCap Shares, the following covenants shall apply:

GE Financial Statements and Regulatory Reports

(i) AerCap shall promptly provide to GE upon reasonable request all information, and access to personnel, of AerCap and its subsidiaries that may be necessary in order to prepare any GE Public Document or for any member of the GE Affiliated Group to (i) comply with applicable GAAP and SEC accounting or financial reporting requirements or other Laws and regulatory requirements (*provided*, for the avoidance of doubt, that AerCap shall not be required to provide financial statements or information in accordance with any accounting principles other than GAAP), (ii) respond in a timely manner to any reasonable requests for information regarding AerCap and its subsidiaries received by GE from investors, financial analysts or Governmental Authorities, (iii) effectively implement new accounting standards or policies as elected by GE, (iv) meet its schedule for the preparation, printing, filing and public dissemination of any GE Public Document, including any financial statements and regulatory reports, or (v) meet its schedule and requirements for the preparation and filing of any reports and data with any regulatory or supervisory authorities with jurisdiction over GE. In connection therewith, AerCap shall also permit GE and its auditors and other representatives to discuss the affairs, finances and accounts of AerCap and its subsidiaries with the officers and employees of AerCap and its auditors, all at such times and as often as GE may reasonably request upon reasonable notice during AerCap's normal business hours. If and to the extent requested by GE, prior to any final printing or public release of any GE Public Document, AerCap shall diligently and promptly review drafts of such GE Public Document, prepare in a diligent and timely fashion any portion of such GE Public Document pertaining to AerCap or its subsidiaries;

(ii) All annual consolidated financial statements of AerCap and its subsidiaries delivered to GE shall set forth in comparative form the consolidated figures for the previous fiscal year and shall be prepared in accordance with Regulation S-X;

(iii) All quarterly (or other periodic) consolidated financial statements of AerCap and its subsidiaries delivered to GE shall include financial statements for such quarterly (or other) periods and for the period from the beginning of the current fiscal year to the end of such quarter (or other period), setting forth in each case in comparative form for each such fiscal quarter of AerCap the consolidated figures for the corresponding quarter and period of the previous fiscal year and shall be prepared in accordance with applicable accounting requirements and Regulation S-X; and

(iv) (a) Promptly after such information is available following AerCap's fiscal year-end, AerCap shall deliver to GE all information reasonably required for GE to perform its Rule 3-09 significance calculations and to formulate a preliminary view as to whether a member of the GE Affiliated Group will be required to file AerCap's financial statements pursuant to Rule 3-09 and (b) as promptly as reasonably practicable after AerCap delivers such information to GE (and in any event no more than three (3) business days after such delivery), GE will give notice to AerCap as to whether such calculations indicate (subject to possible adjustments to any information so provided by AerCap) that a member of the GE Affiliated Group will be required to file AerCap's financial statements pursuant to Rule 3-09 (which notice will also state the applicable deadline for such filing, if any). If, after delivery of any information pursuant to clause (a) above, AerCap becomes aware of any material updates or developments that would reasonably be expected to impact GE's Rule 3-09 significance calculations, AerCap shall deliver such updated information to GE as promptly as reasonably practicable.

(v) Upon reasonable request from AerCap (and in any event no more than once per calendar year), GE shall provide to AerCap, a schedule or statement setting forth its then-current Rule 3-09 significance calculations; *provided* that in no event shall such schedule or statement be required to disclose any financial information of any member of the GE Affiliated Group that is not publicly available at such time.

Section 2.05 Other Requirements. Notwithstanding anything in this Agreement, if any covenants under Sections 2.01, 2.02, 2.03 or 2.04 would cease to apply during any fiscal period of AerCap, the applicable covenant shall apply until all required information and documents for such period have been provided to GE.

ARTICLE 3
GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL

Section 3.01 Governing Law. This Agreement, all transactions contemplated by this Agreement, and all claims and defenses of any nature (including contractual and non-contractual claims and defenses) arising out of or relating to this Agreement, any transaction contemplated by this Agreement, and the formation, applicability, breach, termination or validity of this Agreement (each, a "Dispute"), will be exclusively governed by and construed and enforced in accordance with the internal Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied. The Parties expressly acknowledge and agree that (a) the requirements of 6 Del. C § 2708 are satisfied by the provisions of this Agreement and that such statute mandates the application of Laws of the State of Delaware to this Agreement, the relationship of the Parties, the transactions contemplated by this Agreement and the interpretation and enforcement of the rights and duties of the Parties hereunder and (b) the Parties have a reasonable basis for the application of the Laws of the State of Delaware to this Agreement, the relationship of the Parties, the transactions contemplated by this Agreement and the interpretation and enforcement of the rights and duties of the Parties hereunder.

Section 3.02 Consent to Jurisdiction. Any Dispute will exclusively be brought and resolved in the Court of Chancery of the State of Delaware (or, only if such court declines to accept jurisdiction over a particular matter, then in the United States District Court for the District of Delaware or, if jurisdiction is not then available in the United States District Court for the District of Delaware (but only in such event), then in any Delaware state court sitting in New Castle County) and any appellate court from any of such courts. In that context, and without limiting the generality of the foregoing, each Party irrevocably and unconditionally: (i) submits for itself and its property to the exclusive jurisdiction of such courts with respect to any Dispute and for recognition and enforcement of any judgment in respect thereof, and agrees that all claims in respect of any Dispute shall be heard and determined in such courts and (ii) agrees that venue would be proper in such courts, and waives any objection that it may now or hereafter have that any such court is an improper or inconvenient forum for the resolution of any Dispute. The foregoing consent to jurisdiction will not constitute submission to jurisdiction or general consent to service of process in the State of Delaware for any purpose except with respect to any Dispute.

Section 3.03 Waiver of Jury Trial. To the maximum extent permitted by Law, each Party irrevocably and unconditionally waives any right to trial by jury in any forum in respect of any Dispute and covenants that neither it nor any of its Affiliates or Representatives will assert (whether as plaintiff, defendant or otherwise) any right to such trial by jury. Each Party certifies and acknowledges that (a) such Party has considered the implications of this waiver, (b) such Party makes this waiver voluntarily and (c) such waiver constitutes a material inducement upon which such Party is relying and will rely in entering into this Agreement. Each Party may file an original counterpart or a copy of this Section 3.03 with any court as written evidence of the consent of each Party to the waiver of its right to trial by jury.

ARTICLE 4
TERM; SURVIVAL

Section 4.01 Term. The term of this Agreement shall commence on the date hereof and continue for so long as GE owns any AerCap Shares, with various requirements and covenants progressively falling away as GE's ownership of AerCap Shares is reduced as and to the extent expressly set forth in this Agreement.

Section 4.02 Survival. Article 3, this Section 4.02 and Article 5 shall survive the expiration or other termination of this Agreement and remain in full force and effect.

ARTICLE 5
GENERAL PROVISIONS

Section 5.01 Notices.

(a) All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by electronic mail, by delivery in person, by overnight courier service, by facsimile with receipt confirmed or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 5.01):

if to GE:

General Electric Company
5 Necco Street Boston, Massachusetts 02210
Attention: Senior Counsel, Mergers & Acquisitions
E-mail: ma.transaction@ge.com

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
United States of America
Attention: Scott A. Barshay

Steven J. Williams
Email: sbarshay@paulweiss.com
swilliams@paulweiss.com

if to AerCap:

AerCap Holdings N.V.
AerCap House
65 St. Stephen's Green
Dublin D02 YX20
Ireland
Attention: General Counsel
Email: VDrouillard@aercap.com

with a copy to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Attention: Craig F. Arcella
Email: CArcella@cravath.com

(b) Any notice given under this Agreement shall, in the absence of earlier receipt, be deemed to have been duly given as follows:

(i) if delivered by electronic mail, upon confirmation of receipt;

(ii) if delivered personally, on delivery; and

(iii) if sent by registered or certified mail, three (3) clear Business Days after the date of posting.

(c) For the purposes of this Section 5.01, any reference to a particular time relates to the time at the location of the Party giving notice as set out in Section 5.01(a).

Section 5.02 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Any term or provision of this Agreement held invalid, illegal or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid, illegal or unenforceable. Upon any determination that any term or provision of this Agreement is held invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 5.03 Entire Agreement. Except as otherwise expressly provided herein, this Agreement, together with the Transaction Agreement, the Confidentiality Agreement (as defined in the Transaction Agreement), the Shareholders' Agreement (as defined in the Transaction Agreement) and the documents contemplated hereby and thereby, constitutes the entire agreement of the Parties hereto with respect to its subject matter and supersedes all prior agreements and undertakings, both written and oral, between or on behalf of GE and/or its affiliates, on the one hand, and AerCap and/or its affiliates, on the other hand, with respect to its subject matter.

Section 5.04 Assignment; No Third-Party Beneficiaries.

(a) A member of the GE Affiliated Group may assign this Agreement to any other member of the GE Affiliated Group to whom AerCap Shares are transferred and who agrees to become Party hereto and to be bound by this Agreement, provided, however, that such transferor must remain Party hereto in respect of any AerCap Shares remaining held by it, and AerCap hereby consents and agrees to any such assignment. Except as aforesaid, this Agreement shall not be assigned by any Party hereto without the prior written consent of the other Party.

(b) This Agreement is for the sole benefit of the Parties to this Agreement and their permitted successors and assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 5.05 Amendment; Waiver. No provision of this Agreement may be amended or modified except by a written instrument signed by all the Parties hereto. No waiver by any Party of any provision hereof shall be effective unless explicitly set forth in writing and executed by the Party so waiving. The waiver by either Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

Section 5.06 Rules of Construction. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires, (b) references to the terms Article, Section, paragraph, and Schedule are references to the Articles, Sections, paragraphs, and Schedules to this Agreement unless otherwise specified, (c) the word "including" and words of similar import shall mean "including, without limitation," (d) provisions shall apply, when appropriate, to successive events and transactions, (e) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement and (f) this Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

Section 5.07 Currency. All references in this Agreement to "dollars" or "$" are expressed in United States currency, unless otherwise specifically indicated.

Section 5.08 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 5.09 Regulatory Approval and Compliance. Each of GE and AerCap shall be responsible for its own compliance with any and all Laws applicable to its performance under this Agreement.

Section 5.10 No Unreasonable Interference; No Violation of Applicable Laws. The rights of the Parties will be exercised so as not to unreasonably interfere with their ordinary course operations or those of their respective affiliates. The Parties acknowledge that they and their affiliates are subject to various Laws issued from time to time by regulators or other Governmental Authorities or securities exchanges and no provision of this Agreement is intended to require any Party to take (or cause to be taken) any action that would violate such Laws.

Section 5.11 Privilege. The provision of any information pursuant to this Agreement shall not be deemed a waiver of privilege, including privileges arising under or related to the attorney-client privilege or any other applicable privileges. No member of the AerCap Affiliate Group or the GE Affiliate Group will be required to provide any information or materials to GE or AerCap, respectively, pursuant to this Agreement if GE or AerCap, as applicable, reasonably determines upon the advice of counsel doing so could result in the loss of the ability to successfully assert any privilege, including the attorney-client privilege and work-product privilege, *provided* that each of GE and AerCap, as applicable, shall use commercially reasonable efforts to provide such information and materials in a manner that does not violate such privilege.

ARTICLE 6
USE OF INFORMATION; CONFIDENTIALITY

Section 6.01 Confidential Information.

(a) From and after the Effective Date, subject to Section 6.01(c) and except as contemplated by this Agreement, GE shall not, and shall cause its Representatives not to, (i) directly or indirectly disclose, reveal, divulge or communicate to any Person other than Representatives of such Party who reasonably need to know such information for the purpose (in this Section 6.01(a) only, the "Purpose") of discharging GE's obligations under Applicable Law or exercising its rights under this Agreement, or (ii) use or otherwise exploit for its own benefit, to compete with AerCap and its subsidiaries or for the benefit of any third party or for any purpose other than the Purpose, any AerCap Confidential Information. GE shall use the same degree of care to prevent and restrain the unauthorized use or disclosure of the AerCap Confidential Information by any of its Representatives as it currently uses for its own confidential information of a like nature, but in no event less than a reasonable standard of care. For purposes of this Section 6.01, any information, material or documents relating to AerCap's business as it is then currently or formerly conducted, or proposed to be conducted, by AerCap furnished to or in possession of GE or any of its Representatives, including without limitation Personal Information, and any other information, material or documents provided to GE or any of its Representatives pursuant to this Agreement, in each case irrespective of the form of communication, and all notes, analyses, compilations, forecasts, data, translations, studies, memoranda or other documents prepared by GE or its Representatives, that contain or otherwise reflect such information, material or documents is hereinafter referred to as "AerCap Confidential Information." "AerCap Confidential Information" does not include, and there shall be no obligation hereunder with respect to, information that (x) is or becomes generally available to the public, other than as a result of a disclosure by GE or any of its Representatives not otherwise permissible hereunder, (y) GE can demonstrate was or became available to GE from a source other than AerCap or (z) is developed independently by GE without reference to the AerCap Confidential Information; provided, however, that, in the case of clause (y), the source of such information was not known by GE to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, AerCap with respect to such information.

(b) From and after the Effective Date, subject to Section 6.01(c) and except as contemplated by this Agreement, AerCap shall not, and shall cause its Representatives, not to, (i) directly or indirectly disclose, reveal, divulge or communicate to any Person other than Representatives of such Party who reasonably need to know such information for the purpose (in this Section 6.01(b) only, the "Purpose") of discharging AerCap's obligations under Applicable Law or exercising its rights under this Agreement, or (ii) use or otherwise exploit for its own benefit, to compete with GE and its subsidiaries or for the benefit of any third party or for any purpose other than the Purpose, any GE Confidential Information. AerCap shall use the same degree of care to prevent and restrain the unauthorized use or disclosure of the GE Confidential Information by any of its Representatives as it currently uses for its own confidential information of a like nature, but in no event less than a reasonable standard of care. For purposes of this Section 6.01, any information, material or documents relating to GE's business as it is then currently or formerly conducted, or proposed to be conducted, by GE (for greater certainty, not including AerCap and its subsidiaries) furnished to or in possession of AerCap or any of its Representatives, including without limitation Personal Information, and any other information, material or documents provided to GE or any of its Representatives pursuant to this Agreement, in each case irrespective of the form of communication, and all notes, analyses, compilations, forecasts, data, translations, studies, memoranda or other documents prepared by AerCap or its Representatives, that contain or otherwise reflect such information, material or documents is hereinafter referred to as "GE Confidential Information." "GE Confidential Information" does not include, and there shall be no obligation hereunder with respect to, information that (x) is or becomes generally available to the public, other than as a result of a disclosure by AerCap or any of its Representatives not otherwise permissible hereunder, (y) AerCap can demonstrate was or became available to AerCap from a source other than GE or (z) is developed independently by AerCap without reference to the GE Confidential Information; provided, however, that, in the case of clause (y), the source of such information was not known by AerCap to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, GE with respect to such information.

(c) If either GE or AerCap is requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) by any Governmental Authority or pursuant to Applicable Law to disclose or provide any AerCap Confidential Information or GE Confidential Information (other than with respect to any such information furnished pursuant to the financial reporting provisions of this Agreement, which each Party shall be permitted to disclose in its public filings as required by any Governmental Authority or pursuant to Applicable Law and in accordance with past practice), as applicable, the Person receiving such request or demand shall use all reasonable efforts to provide the other Party with written notice of such request or demand as promptly as practicable under the circumstances (except where such notice is prohibited by Applicable Law) so that such other Party shall have an opportunity to seek an appropriate protective order. The Party receiving such request or demand agrees to take, and cause its Representatives to take, at the requesting Party's expense, all other reasonable steps necessary to obtain confidential treatment by the recipient. Subject to the foregoing, the Party that received such request or demand may thereafter disclose or provide any AerCap Confidential Information or GE Confidential Information, as the case may be, to the extent required by such Law (as so advised by counsel) or by lawful process or such Governmental Authority.

(d) In the event that any disclosure of information is made in contravention of this Article 6, the Party that has made or permitted to be made such contravening disclosure shall immediately notify the other Party thereof.

(e) Each Party is aware, and will advise its respective Representatives who are informed as to the matters which are the subject of this Agreement, that applicable securities Laws prohibit any Person who has received from an issuer any material, non-public information from purchasing or selling securities of such issuer or from communicating such information to any other Person under circumstances in which it is reasonably foreseeable that such Person is likely to purchase or sell such securities.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

GENERAL ELECTRIC COMPANY

By: /s/ Robert M. Giglietti
Name: Robert M. Giglietti
Title: Vice President

AERCAP HOLDINGS N.V.

By: /s/ Peter Juhas
Name: Peter Juhas
Title: Authorised Signatory

By: /s/ Risteard Sheridan
Name: Risteard Sheridan
Title: Authorised Signatory