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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 16, 2013

AMERICAN INTERNATIONAL GROUP, INC.
(Exact name of registrant as specified in its charter)

Delaware	**1-8787**	**13-2592361**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

180 Maiden Lane
New York, New York 10038
(Address of principal executive offices)

Registrant's telephone number, including area code: (212) 770-7000

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Section 1 — Registrant's Business and Operations

Item 1.01. Entry into a Material Definitive Agreement.

On December 16, 2013, American International Group, Inc. ("AIG") and AIG Capital Corporation ("Seller"), a wholly-owned direct subsidiary of AIG, entered into a definitive agreement (the "AerCap Share Purchase Agreement") with AerCap Holdings N.V. ("AerCap") and AerCap Ireland Limited ("Purchaser"), a wholly-owned subsidiary of AerCap, for the sale of 100% of the common stock of International Lease Finance Corporation ("ILFC") by Seller to Purchaser for $3.0 billion in cash, a portion of which will be funded by a special dividend of $600.0 million to be paid by ILFC to AIG upon consummation of the Transaction, and 97,560,976 shares of AerCap common stock (the "Transaction"). Based on AerCap's closing price per share of $24.93 on December 13, 2013, the total value of the consideration was approximately $5.4 billion. Upon completion of the Transaction, AIG will hold approximately 46% of the common stock of AerCap.

The consummation of the Transaction is subject to the satisfaction or waiver of certain customary and other closing conditions, including receipt of approvals or non-disapprovals from certain regulatory bodies, including, among others, CFIUS and other anti-trust and regulatory agencies and the approval of the Transaction by AerCap shareholders. There is no financing condition for the Transaction.

In addition to other customary termination events, the AerCap Share Purchase Agreement allows termination by (i) AIG, Seller or Purchaser if the closing of the Transaction has not occurred on or before September 16, 2014 (the "Long-Stop Date"), subject to an extension to December 16, 2014 for the receipt of certain approvals, (ii) AIG, Seller or Purchaser in the event that approvals or non-disapprovals from certain regulatory bodies have not been obtained by the Long-Stop Date (as extended), (iii) AIG or Seller, if the AerCap shareholders fail to approve the Transaction, (iv) AIG or Seller, if the AerCap board of directors withdraws or adversely modifies its approval of the Transaction, or (v) AIG or Seller if all conditions are satisfied, AIG and Seller are prepared to close but Purchaser fails to close the Transaction as required.

AerCap has agreed to pay a $100.0 million fee to AIG in the event the AerCap Share Purchase Agreement has been terminated because (i) AerCap has failed to consummate the Transaction within ten business days following the date on which the last of the closing conditions has been satisfied or waived, (ii) the AerCap board of directors has withdrawn or adversely modified its approval of the Transaction or (iii) the AerCap shareholders have failed to approve the Transaction when another acquisition proposal is publicly known and within 12 months of the termination of the Transaction, AerCap consummates an acquisition that would result in any person or group owning more than 50% of the outstanding shares of AerCap common stock. The parties' liability for breach of warranty generally terminates at closing, with the exception of actual fraud and certain indemnifiable warranties, including a warranty as to the information contained in certain filings with the Securities and Exchange Commission (the "SEC") and the warranties relating to fundamental matters.

In connection with the AerCap Share Purchase Agreement, AIG, AerCap, Purchaser, AerCap Ireland Capital Limited ("AerCap Ireland") and certain subsidiaries of AerCap, as guarantors, entered into a credit agreement (the "Revolving Credit Agreement") for a senior unsecured revolving credit facility between AerCap Ireland, as borrower, and AIG, as lender and administrative agent (the "Revolving Credit Facility"). The Revolving Credit Facility provides for an aggregate commitment of $1,000,000,000 and permits loans for general corporate purposes. Drawings under the Revolving Credit Facility will become available upon the closing of the Transaction. The proceeds of the Revolving Credit Facility will not be used to finance the purchase price of ILFC, or to retire, repurchase, or refinance any indebtedness in connection with the Purchaser's purchase of ILFC. Amounts borrowed and repaid under the Revolving Credit Facility may be reborrowed up until maturity.

The Revolving Credit Facility is senior unsecured debt of AerCap Ireland and the various guarantors and will rank *pari passu* with AerCap Ireland's and such guarantors' other unsecured obligations. The Revolving Credit Facility will be guaranteed by AerCap and certain of its subsidiaries, including, after completion of the Transaction, ILFC.

The Revolving Credit Facility contains (i) customary representations and warranties, which are made at closing and at each subsequent borrowing, (ii) customary affirmative and negative covenants with respect to liens, indebtedness, compliance, taxes, payments, and use of proceeds, (iii) certain financial maintenance covenants, including debt to equity ratio, interest coverage ratio, and unencumbered assets ratio and (iv) customary events of default, including a cross-default. The negative covenants are subject to customary and other specified exceptions. The Revolving Credit Facility will mature five years from the date of the consummation of the Transaction.

Simultaneously with the consummation of the Transaction, the parties will enter into a shareholders' agreement (the "Shareholders' Agreement"), a registration rights agreement (the "Registration Rights Agreement"), a financial reporting and compliance agreement (the "Compliance Agreement"), and simultaneously with the signing of the Transaction, AerCap's largest shareholder, Waha Capital, has entered into a voting agreement (the "Voting Agreement") pursuant to which Waha Capital has agreed to vote in favor of the Transaction.

Pursuant to the Shareholders' Agreement, AIG will have the right to nominate two board members of AerCap so long as AIG beneficially owns at least 10% of AerCap common stock, or one board member so long as AIG beneficially owns less than 10% of AerCap common stock but at least one share of AerCap common stock. Except with respect to certain significant transactions of AerCap, AIG may only vote 24.9% of AerCap's voting shares and abstain with respect to the remainder. Until 6 months after AIG holds less than 10% of AerCap, AIG may not acquire securities of AerCap beyond a total ownership of 20% of AerCap, acquire any of the assets or business of AerCap, participate in any tender offer involving AerCap, or seek control of or influence AerCap's board or management. AIG is precluded from selling a portion of its AerCap shares for the first 15 months after the consummation of the Transaction: (i) none of its shares may be sold during the first nine months; (ii) 1/3 of its shares may be transferred after 9 months; (iii) 2/3 of its shares may be transferred after 12 months; and (iv) all of its shares may be transferred after 15 months. AIG may not sell in excess of 9.9% of AerCap's common stock to any single buyer or group.

Under the Registration Rights Agreement, AIG will have demand rights providing for the sale or distribution of its AerCap common stock in SEC registered offerings after the expiry of the initial lock-up period. AIG will have customary piggyback registration rights.

Pursuant to the Compliance Agreement, AerCap will adopt certain compliance policies and procedures and has agreed to provide AIG and its supervisory authorities with certain information and access rights.

The description of the AerCap Share Purchase Agreement, the Revolving Credit Agreement, the Shareholders' Agreement, the Registration Rights Agreement, and the Compliance Agreement contained herein does not purport to be complete and is qualified in its entirety by reference to the full text of the AerCap Share Purchase Agreement and the Revolving Credit Agreement, which are attached to this Current Report on Form 8-K as Exhibit 2.1 and Exhibit 10.1 and incorporated in their entirety into this Item 1.01 by reference.

Item 1.02. Termination of a Material Definitive Agreement.

On December 9, 2012, AIG and Seller entered into a definitive agreement (the "Jumbo Share Purchase Agreement") with Jumbo Acquisition Limited for the sale of up to 90% of the common stock of ILFC (such transaction, the "Jumbo Transaction"). On June 15, 2013, the parties entered into an amendment (the "Amendment") to, among other things, extend to July 31, 2013 the date on which AIG or Seller may terminate the Jumbo Share Purchase Agreement if the closing of the Jumbo Transaction had not yet occurred by July 31, 2013.

The closing of the Jumbo Transaction did not occur on July 31, 2013. In accordance with their rights under the Jumbo Share Purchase Agreement and the Amendment, on December 16, 2013, prior to entering into the AerCap Share Purchase Agreement, AIG and Seller exercised their rights to terminate the Jumbo Share Purchase Agreement. AIG previously filed the Jumbo Share Purchase Agreement as Exhibit 2.1 to its Current Report on Form 8-K filed on December 10, 2012, Amendment No. 1 as Exhibit 2.1 to its Current Report on Form 8-K filed on May 13, 2013, and Amendment No. 2 as Exhibit 2.1 to its Current Report on Form 8-K filed on June 17, 2013.

Section 8 — Other Events

Item 8.01. Other Events.

On December 16, 2013, AIG issued a press release announcing the signing of the AerCap Share Purchase Agreement and the termination of the Jumbo Share Purchase Agreement. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Section 9 — Financial Statements and Exhibits

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

2.1	AerCap Share Purchase Agreement, dated as of December 16, 2013 by and among AIG Capital Corporation, American International Group, Inc., AerCap Holdings N.V., and AerCap Ireland Limited.
10.1	Revolving Credit Agreement, dated as of December 16, 2013 by and among American International Group, Inc., AerCap Ireland Capital Limited, AerCap Holdings N.V., AerCap Ireland Limited and certain subsidiaries of AerCap Holdings N.V., as guarantors.
99.1	Press release of American International Group, Inc., dated December 16, 2013.

SIGNATURES

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

AMERICAN INTERNATIONAL GROUP, INC.
(Registrant)

Date: December 16, 2013

By: /s/ James J. Killerlane III
Name: James J. Killerlane III
Title: Associate General Counsel and Assistant Secretary

EXHIBIT INDEX

Exhibit No.	Description
2.1	AerCap Share Purchase Agreement, dated as of December 16, 2013 by and among AIG Capital Corporation, American International Group, Inc., AerCap Holdings N.V., and AerCap Ireland Limited.
10.1	Revolving Credit Agreement, dated as of December 16, 2013 by and among American International Group, Inc., AerCap Ireland Capital Limited, AerCap Holdings N.V., AerCap Ireland Limited and certain subsidiaries of AerCap Holdings N.V., as guarantors.
99.1	Press release of American International Group, Inc., dated December 16, 2013.

SHARE PURCHASE AGREEMENT

by and among

AIG CAPITAL CORPORATION

and

AMERICAN INTERNATIONAL GROUP, INC.

and

AERCAP HOLDINGS N.V.

and

AERCAP IRELAND LIMITED

Dated as of December 16, 2013

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EXHIBIT A Shareholders' Agreement

EXHIBIT B Registration Rights Agreement

EXHIBIT C Compliance Agreement

THIS SHARE PURCHASE AGREEMENT (this **"Agreement"**) dated as of December 16, 2013

BY AND AMONG

1. **AIG CAPITAL CORPORATION,** a Delaware corporation (the **"Seller"**);
2. **AMERICAN INTERNATIONAL GROUP, INC.**, a Delaware corporation (the **"Parent"**);
3. **AERCAP HOLDINGS N.V.,** a Netherlands public limited liability company (**"AerCap"**); and
4. **AERCAP IRELAND LIMITED.,** an Ireland private limited liability company (the **"Purchaser"**).

BACKGROUND

(A) The Shares (as defined in this Agreement) are legally and beneficially owned by the Seller.

(B) The Seller has agreed to sell, and the Purchaser has agreed to purchase, the Shares, representing all of the issued and outstanding shares of the common stock of the Company (as defined in this Agreement), on the terms and subject to the conditions set out in this Agreement (the **"Transaction"**).

(C) The Board of Directors of AerCap, at a meeting thereof duly called and held, has (a) approved and supported the Transaction, (b) declared that the Transaction is in the best interests of AerCap, (c) directed that the approval of the Transaction be submitted to a vote at a general meeting of AerCap, and (d) recommended to the shareholders of AerCap that they approve the Transaction and the appointment of the Shareholders Designees (as defined in the Shareholders' Agreement) (subclause (d), the **"AerCap Board Recommendation"**);

(D) The Board of Directors of Parent, at a meeting thereof duly called and held, has (a) approved and declared advisable the Transaction and (b) declared that the Transaction is in the best interests of Parent;

(E) Concurrently with the execution and delivery of this Agreement, Waha AC Coöperatief U.A., a cooperative with excluded liability incorporated under the laws of The Netherlands (**"Waha"**), the Parent, the Seller and AerCap are entering into an agreement (the **"Voting Agreement"**), pursuant to which, subject to the terms thereof, Waha has irrevocably agreed, among other things, to vote its AerCap Ordinary Shares in favor of the transactions contemplated by this Agreement;

(F) Concurrently with the execution and delivery of this Agreement, members of the Parent Group and the Purchaser Group are entering into a revolving credit facility (the **"Revolving Credit Facility"**).

NOW IT IS AGREED as follows:

1. Interpretation

1.1 In this Agreement (unless otherwise specified or inconsistent with the context):

"Acceptable Confidentiality Agreement"	means a confidentiality agreement that contains terms that are no less favorable in the aggregate to AerCap than those contained in the Confidentiality Agreement (except with regard to standstill provisions); provided that an Acceptable Confidentiality Agreement shall not include any provision having the effect of prohibiting AerCap from satisfying its obligations under this Agreement, including any exclusivity provision.
"Action"	means any claim, action, suit, arbitration or proceeding by or before any Governmental Authority, court, tribunal or arbitration body.
"Acquisition Proposal"	shall mean any bona fide proposal or offer made by any Person for, in a single transaction or a series of transactions, (i) a merger, reorganization, share exchange, consolidation or similar transaction involving AerCap pursuant to which any Person or group (or the stockholders of any Person) would own, directly or indirectly, (x) fifty percent (50%) or more of the voting power of the outstanding AerCap Ordinary Shares or of the outstanding voting shares of the surviving entity in a merger or the resulting direct or indirect parent of AerCap or such surviving entity or (y) businesses or assets that constitute fifty percent (50%) or more of the consolidated revenues, net income or total assets of AerCap and its Subsidiaries, (ii) the direct or indirect acquisition by any Person or group of fifty percent (50%) or more of the assets of AerCap and its Subsidiaries, on a consolidated basis, or assets of AerCap and its Subsidiaries representing fifty percent (50%) or more of the consolidated revenues or net income of AerCap and its Subsidiaries or (iii) the direct or indirect acquisition by any Person or group of fifty percent (50%) or more of the voting power of the outstanding AerCap Ordinary Shares, including any tender offer or exchange offer that if consummated would result in any Person or group beneficially owning shares with fifty percent (50%) or more of the voting power of the outstanding shares of AerCap Ordinary Shares.

"Adverse Recommendation Change"	means that the Board of Directors of AerCap, or any committee thereof, shall have (i) withdrawn (or withheld, modified or qualified in a manner adverse to Parent and Seller), or publicly proposed to withdraw (or withhold, modify or qualify in a manner adverse to Parent and Seller), the AerCap Board Recommendation, (ii) made any other public statement in connection with the AerCap Extraordinary General Meeting inconsistent with the AerCap Board Recommendation, (iii) failed to have included such AerCap Board Recommendation in materials communicated to shareholders of AerCap in connection with the AerCap Extraordinary General Meeting, (iv) approved or recommended, or publicly proposed to approve or recommend to the shareholders of AerCap, an AerCap Competing Proposal or if a tender offer or exchange offer for shares of capital stock of AerCap that constitutes an AerCap Competing Proposal is commenced, failed to recommend against acceptance of such tender offer or exchange offer by the AerCap shareholders (including, for these purposes, by disclosing that it is taking no position with respect to the acceptance of such tender offer or exchange offer by its shareholders, which shall constitute a failure to recommend against acceptance of such tender offer or exchange offer), (v) authorized, adopted or approved or proposed to authorize, adopt or approve, an AerCap Competing Proposal or (vi) failed to enact a resolution by the record date for the AerCap Extraordinary General Meeting issuing, and excluding any preemptive rights of the shareholders of AerCap with respect to, all of the Stock Consideration or withdrawn, modified or qualified in any manner adverse to Parent and Seller such resolution.
"Adverse Recommendation Change Termination Fee"	has the meaning set out in clause 7.9.
"AerCap Aircraft"	means, either collectively or individually, as applicable, the aircraft described in Schedule 1.1(a) of the Purchaser Disclosure Letter, each with the airframe manufacturer's serial number as set forth in the Purchaser Disclosure Letter, including (a) the airframe, (b) the associated engines and (c) all appliances, parts, accessories, instruments, navigational and communications equipment, furnishings, modules, components and other items of equipment installed in or furnished with such aircraft, except that, with respect to AerCap Lessee Furnished Equipment, references in this Agreement to an "AerCap Aircraft" shall be deemed to refer only to that interest in AerCap Lessee Furnished Equipment as is held by the owner of the relevant airframe under the applicable AerCap Lease Document.

"AerCap Aircraft Trading Agreement"	means any Contract (including for the avoidance of doubt any agreement relating to a sale and leaseback transaction and any AerCap Residual Value Guarantee Agreement) pursuant to which any Purchaser Group Member agrees to purchase an aircraft or an aircraft engine from any third party who is not a Manufacturer or to dispose of an aircraft or an aircraft engine to any third party, in either case for consideration in excess of US$10 million, other than consignment agreements.
"AerCap Audited Financial Statements"	has the meaning set out in paragraph 5 of Part B of Schedule 1.
"AerCap Board Recommendation"	has the meaning set out in the recitals hereto.
"AerCap Business"	means the business conducted by the Purchaser Group as at the Signing Date.
"AerCap Competing Proposal"	has the meaning set out in clause 11.15(a).
"AerCap Engines"	means (i) with respect to each AerCap Aircraft, the engines related to that AerCap Aircraft, title to which engines has vested in the owner of that AerCap Aircraft or, with respect to all AerCap Aircraft, all of those engines and (ii) the engines described in Schedule 1.1(a) of the Purchaser Disclosure Letter, each with the manufacturer's serial number as set forth in the Purchaser Disclosure Letter, and together in each case with all equipment and accessories belonging to, installed in or appurtenant to those aircraft engines (other than AerCap Lessee Furnished Equipment). For the avoidance of doubt, references to AerCap Engines shall include aircraft engines which shall have replaced another aircraft engine under the relevant AerCap Lease if title to such replacement aircraft engine shall have passed to the lessor or owner of such AerCap Aircraft under such AerCap Lease.
"AerCap ERISA Affiliate"	means any entity which, together with such entity, would be treated as a single employer with AerCap under Section 414 of the U.S. Tax Code.
"AerCap Extraordinary General Meeting"	has the meaning set out in clause 9.1.

"AerCap Financial Statements"	has the meaning set out in paragraph 5 of Part B of Schedule 1.
"AerCap Form 20-F"	means the AerCap 2012 annual report on Form 20-F filed with the SEC on March 13, 2013.
"AerCap Lease"	means, with respect to each AerCap Aircraft, any lease agreement relating to the leasing of that AerCap Aircraft between a Purchaser Group Member as lessor and any Person as lessee, and, with respect to each AerCap Engine, any lease agreement relating to the leasing of that AerCap Engine between a Purchaser Group Member as lessor and any Person as lessee, other than any lease agreement relating to the leasing of an AerCap Engine for a period of less than six (6) months.
"AerCap Lease Document"	means, with respect to each AerCap Aircraft or AerCap Engine, the AerCap Lease and all other material agreements (including any assignments, novations, side letters, amendments, waivers, modifications, assignment of warranties or option agreements) delivered in connection with, or relating to, the AerCap Lease of that AerCap Aircraft or AerCap Engine, as applicable.
"AerCap Lessee"	means, with respect to each AerCap Aircraft, or AerCap Engine, the operating lessee of such AerCap Aircraft, or AerCap Engine, as applicable.
"AerCap Lessee Furnished Equipment"	means, with respect to each AerCap Aircraft, any appliances, parts, accessories, instruments, navigational and communications equipment, furnishings, modules, components and other items of equipment, installed in or furnished with that AerCap Aircraft which in accordance with the terms of the AerCap Lease Documents are not required to vest in or be transferred to the lessor or owner of such AerCap Aircraft.
"AerCap Manufacturer Agreement"	means each Contract with a Manufacturer pursuant to which any Purchaser Group Member agrees to purchase an aircraft or an aircraft engine for consideration in excess of US$10 million.
"AerCap Material Contract"	means any contract, agreement, instrument or other legally binding obligation, individually or together with related contracts, agreements, instruments and other legally binding obligations, to which any Purchaser Group Member is a party (other than leases for real property, aircraft and engine leases and other agreements related thereto, AerCap Aircraft Trading Agreements and Contracts with Manufacturers pursuant to which any Purchaser Group Member agrees to purchase an

	aircraft or aircraft engine, including AerCap Manufacturer Agreements) which (i) calls for the payment by or on behalf of any Purchaser Group Member in excess of US$100 million per annum, or the delivery by any Purchaser Group Member of goods or services (or license of rights) with a fair market value in excess of US$100 million per annum, during the remaining term thereof, (ii) provides for any Purchaser Group Member to receive any payments in excess of, or any rights or property with a fair market value in excess of, US$100 million during the remaining term thereof, (iii) contains covenants purporting to restrict materially the ability of any Purchaser Group Member or its Affiliates to engage in any line of the AerCap Business in any geographical area or otherwise purporting to restrict their ability to lease aircraft or to market or sell products or services (other than as required by applicable Law or pursuant to legal compliance policies of the relevant counterparty), (iv) relates to the acquisition or disposition by any Purchaser Group Member within the last three years of any business (whether by merger, sale of stock, sale of assets or otherwise) for aggregate consideration in excess of, US$100 million and which contains material ongoing obligations of any Purchaser Group Member, (v) provides for a material partnership, joint venture or other similar agreement or arrangement, (vi) contains the terms of or evidences the Indebtedness covered by paragraph 10 of Part B of Schedule 1, or required to be disclosed in, paragraph 10 of Part B of Schedule 1 of the Purchaser Disclosure Letter, (vii) would be required to be filed by AerCap as a "material contract" pursuant to Item 601(b)(10) of Regulation S-K under the Securities Act (other than a Purchaser Benefit Plan) or (viii) contains any provisions regarding a "change of control" or similar event with respect to any Purchaser Group Member or contains any provisions regarding the merger or consolidation of any Purchaser Group Member and for the purposes of this clause (viii), in each case, which provision would be triggered by the transactions contemplated by this Agreement and (a) if triggered (without obtaining a waiver or consent with respect to the transactions contemplated by this Agreement) would result in damages or additional expenses for the Purchaser Group in excess of $25 million or (b) require payments by the Purchaser Group in excess of $25 million in a year.
"AerCap Ordinary Shares"	means the ordinary shares of AerCap, each having a nominal value of one eurocent (EUR 0.01).
"AerCap Permits"	has the meaning set out in paragraph 14 of Part B of Schedule 1.

"AerCap Reports"	has the meaning set out in paragraph 15 of Part B of Schedule 1.
"AerCap Residual Value Guarantee Agreement"	means any Contract to which any Purchaser Group Member is a party that provides for a residual value guarantee, asset guarantee, loan guarantee or similar arrangement.
"AerCap Shareholder Approval"	means the approval of the anticipated acquisition of the Company pursuant to article 2:107A of the civil code of the Netherlands (*Burgerlijk Wetboek*) and article 16.7 of AerCap's articles of association.
"AerCap Subsidiaries"	means the Subsidiaries of AerCap.
"AerCap Unaudited Financial Statements"	has the meaning set out in paragraph 5 of Part B of Schedule 1.
"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 Group Members and the Purchaser Group Members, on the one hand, and the Seller and the Parent, on other hand, shall not be deemed to be Affiliates of each other after the Completion; provided, further that for the avoidance of doubt, the Purchaser Group Members, on the one hand, and any Subsidiary of the Seller and the Parent other that the Company Group Members, shall not be deemed to be Affiliates of each other at any time.
"Aggregate Current Tax Liabilities Payment"	means an amount in cash equal to the sum of (a) the Current Tax Liabilities on the opening balance sheet (net of current Tax assets except to the extent such assets are included in Current Tax Liabilities) of the Company Group immediately following the Completion and after giving effect to the Transaction and to the Section 338 Elections (which, for the avoidance of doubt, shall not include any Taxes subject to indemnification under clause 16.3(i) or Tax refunds subject to retention by Seller under clause 16.9) and (b) the amount, if any, of any payments made by any Company Group Member since June 30, 2013 through the Completion Date in respect of Current Tax Liabilities other than payments of Separate Taxes that are made in the ordinary course of business.

"Aircraft"	means, either collectively or individually, as applicable, the aircraft described in Schedule 1.1(a) of the Disclosure Letter, each with the airframe manufacturer's serial number as set forth in the Disclosure Letter, including (a) the airframe, (b) the associated engines and (c) all appliances, parts, accessories, instruments, navigational and communications equipment, furnishings, modules, components and other items of equipment installed in or furnished with such aircraft, except that, with respect to Lessee Furnished Equipment, references in this Agreement to an "Aircraft" shall be deemed to refer only to that interest in Lessee Furnished Equipment as is held by the owner of the relevant airframe under the applicable Lease Document.
"Aircraft Disclosure Date"	means November 30, 2013.
"Aircraft Trading Agreement"	means any Contract (including for the avoidance of doubt any agreement relating to a sale and leaseback transaction and any Residual Value Guarantee Agreement) pursuant to which any Company Group Member agrees to purchase an aircraft or an aircraft engine from any third party who is not a Manufacturer or to dispose of an aircraft or an aircraft engine to any third party, in either case for consideration in excess of US$10 million, other than consignment agreements.
"Aircraft Trading Agreement Disclosure Date"	means November 30, 2013.
"AIG Indemnitees"	has the meaning set out in clause 7.2(b).
"ALC Litigation"	means the litigation that is the subject matter of the Litigation Agreement, and any other litigation that is covered by the Litigation Agreement.
"Alternative Acquisition Fee"	has the meaning set out in clause 7.10.
"Alternative Financing"	has the meaning set out in clause 10.1.
"Amended and Restated Litigation Agreement"	has the meaning set out in clause 11.10.
"Announcement"	has the meaning set out in clause 21.1.
"Arbitral Tribunal"	has the meaning set out in clause 31.2.
"Arbitration Request"	has the meaning set out in clause 31.3.

"Audited Financial Statements"	has the meaning set out in paragraph 5 of Part A of Schedule 1.
"Award"	means an award, order or ruling (including for injunctive relief or specific performance) of the Arbitral Tribunal in accordance with, and subject to the terms of, this Agreement.
"Bankruptcy Exceptions"	means the applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general equitable principles, regardless of whether such enforceability is considered in a proceeding of law or at equity.
"Basket Amount"	has the meaning set out in clause 7.1(a).
"Benefit Plan"	means all incentive, profit-sharing, share option, share purchase, other equity-based, employment, consulting, compensation, holiday or other leave, change in control, retention, supplemental retirement, pension, severance, health, medical, disability, life insurance, deferred compensation and other employee compensation and benefit plans, programs, policies or agreements, in each case established or maintained by the Parent or any of its Affiliates or to which the Parent or any of its Affiliates contributes or is obligated to contribute.
"Books and Records"	has its common law meaning and includes all notices, correspondence, plans, books of account and any other documents and all computer disks or tapes or other machine legible programs or other records.
"Business"	means the business conducted by the Company Group as at the Signing Date.
"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.
"Cash Consideration"	has the meaning set out in clause 2.3.
"CFIUS"	has the meaning set out in clause 4.10.
"Claimant(s)"	has the meaning set out in clause 31.3.
"Closing Failure Termination Fee"	has the meaning set out in clause 7.8.

"Company"	International Lease Finance Corporation, a California corporation.
"Company Benefit Plan"	means any Benefit Plan that is sponsored solely by one or more Company Group Members.
"Company Employee"	means (i) each Person who as of the Completion Date is an active employee of any Company Group Member and (ii) each Person who is an employee of any Company Group Member as of the Completion Date who is absent from employment due to illness, vacation, injury, military service or other authorized absence (including an employee who is "disabled" within the meaning of the short-term disability plan currently in place for the Company Group or who is on long-term disability leave).
"Company Group"	means the Company, the Company Subsidiaries and any Subsidiary of any such Company Subsidiary from time to time.
"Company Group Member"	means any corporation, partnership, joint venture, limited liability company, unincorporated association, trust or other entity within the Company Group.
"Company Prospectus"	has the meaning set out in paragraph 11 of Part A of Schedule 1.
"Company Prospectus Date"	means November 22, 2013.
"Company Subsidiaries"	means the Subsidiaries of the Company.
"Competing Transaction"	has the meaning set out in clause 11.3.
"Completion"	has the meaning set out in clause 5.1.
"Completion Date"	has the meaning set out in clause 5.2.
"Compliance Agreement"	means, the Financial Reporting and Compliance Agreement, in the form set out in Exhibit C.
"Conditions"	means the conditions to Completion set out in clause 3.1, and "Condition" shall be construed accordingly.
"Confidential Information"	has the meaning set out in clause 31.6.

"Confidentiality Agreement"	has the meaning set out in clause 17.1.
"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.
"Credit Agreement"	has the meaning set out in paragraph 24 of Part B of Schedule 1.
"Current Tax Liabilities"	means, as of any date, all obligations and liabilities of any Company Group Member which would be required to be included in the line item "Current income taxes and other tax liabilities" on a consolidated balance sheet of the Company as of such date prepared in accordance with GAAP and pursuant to the practices and methodologies used to prepare the Financial Statements.
"Data Room"	means all documents made available as of the date hereof to the Purchaser either (i) in the virtual data room (x) maintained through SmartRoom Powered by bmcgroup or (y) maintained through IntraLinks, in each case established by or on behalf of the Parent Group Members and made available to AerCap and the Purchaser in connection with the transactions contemplated by the Transaction Agreements, all of which are contained in a CD-ROM delivered by the Seller to the Seller's counsel and the Purchaser's counsel on an outside counsel basis on the Signing Date or (ii) in the physical data room located at the offices of Freshfields Bruckhaus Deringer LLP, Strawinskylaan 10 , 1077 XZ Amsterdam, Netherlands, all of which are listed in Schedule 1.1(b) of the Disclosure Letter, or otherwise made available to the Purchaser by the Seller or any of its Representatives in connection with the Transaction.
"Debt Financing"	has the meaning set out in paragraph 24 of Part B of Schedule 1.
"Disclosure Letter"	means the disclosure letter (together with its schedules and enclosures) of even date from the Parent and the Seller to AerCap and the Purchaser.

"Disclosure Warranty"	means the Warranty contained in paragraph 11 of Part A of Schedule 1.
"Dispositions"	has the meaning set out in paragraph 11 of Part A of Schedule 2.
"Economic Interest Aircraft"	means any Aircraft title to which is held by a Person that is not an institutional trust company or any Company Group Member in a structure in which the entire economic interest in such Aircraft and the right to acquire title thereto for a nominal amount is held by a Company Group Member.
"Economic Interest Aircraft Escrow Agreement"	means any escrow agreement among the Economic Interest Titleholder, the Company and any other party thereto pertaining to the arrangements regarding an Economic Interest Aircraft.
"Economic Interest Aircraft Transfer Agreements"	means the asset transfer agreements each between the Company and an Economic Interest Titleholder.
"Economic Interest Titleholder"	means the Person who holds title to an Economic Interest Aircraft under the relevant Economic Interest Aircraft Transfer Agreement.
"Encumbrance"	means any mortgage, deed of trust, pledge, option, power of sale, retention of title, right of pre-emption, right of first refusal, hypothecation, security interest, encumbrance, claim, lien or charge of any kind, or an agreement, arrangement or obligation to create any of the foregoing.
"Engines"	means (i) with respect to each Aircraft, the engines related to that Aircraft, title to which engines has vested in the owner of that Aircraft or, with respect to all Aircraft, all of those engines and (ii) the engines described in Schedule 1.1(a) of the Disclosure Letter, each with the manufacturer's serial number as set forth in the Disclosure Letter, and together in each case with all equipment and accessories belonging to, installed in or appurtenant to those aircraft engines (other than Lessee Furnished Equipment). For the avoidance of doubt, references to Engines shall include aircraft engines which shall have replaced another aircraft engine under the relevant Lease if title to such replacement aircraft engine shall have passed to the lessor or owner of such Aircraft under such Lease.
"Environmental Laws"	has the meaning set out in paragraph 24.1(a) of Part A of Schedule 1.

"Equity Arrangement"	means each plan, program, agreement or arrangement pursuant to which a Company Employee or a former employee of any Company Group Member holds restricted common stock of the Parent, options to purchase the common stock of the Parent, restricted stock units of the Parent, stock appreciations right of the Parent or any other rights related to equity of the Parent, excluding (1) stock appreciation rights that form part of any LTIP and (2) the TARP Compensation.
"ERISA"	means the U.S. Employee Retirement Income Act of 1974, as amended from time to time.
"ERISA Affiliate"	means any entity which, together with such entity, would be treated as a single employer with the Parent under Section 414 of the U.S. Tax Code.
"FAA"	means the Federal Aviation Administration of the United States of America and any successor governmental authority.
"FAA Aircraft"	has the meaning set out in clause 3.1(d).
"Fee Letters"	has the meaning set forth in clause 10.1.
"Financial Statements"	has the meaning set out in paragraph 5 of Part A of Schedule 1.
"FINSA"	has the meaning set out in clause 4.10.
"Fundamental Warranties"	means each of the warranties made by the Parent and the Seller to AerCap and the Purchaser in paragraphs 1 (other than the warranty in paragraph 1.8), 2 (other than the warranties in paragraph 2.6), and 3 of Part A of Schedule 1 (other than the warranties made therein that relate to any Company Group Member that is not the Company or a Material Subsidiary).
"GAAP"	means generally accepted accounting principles in the United States of America.
"Governmental Approvals"	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, 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.
"Governmental Official"	means (i) an executive, official, employee or agent of a Governmental Authority, (ii) a director, officer, employee or agent of a wholly or partially government-owned or -controlled company or business, (iii) a political party or official thereof, or candidate for political office, or (iv) an executive, official, employee or agent of a Public International Organization (defined as any organization, such as the United Nations or European Union, having two or more governments as members).
"Hazardous Materials"	has the meaning set out in paragraph 24.1(a) of Part A of Schedule 1.
"ICC"	has the meaning set out in clause 31.2.
"ICC Court"	has the meaning set out in clause 31.3.
"Income Tax"	means any Taxes measured by or imposed on net income.
"Indebtedness"	means, without duplication, with respect to any Person, all liabilities, obligations and indebtedness for borrowed money of such Person, of any kind or nature, now or hereafter owing, arising, due or payable, howsoever evidenced, created, incurred, acquired or owing, whether primary, secondary, direct, contingent, fixed or otherwise, consisting of indebtedness for borrowed money or the deferred purchase price of property or services, excluding purchases of merchandise and services in the ordinary course of business, but including: (a) all obligations and liabilities of any Person secured by any lien on such Person's property, even though such Person shall not have assumed or become liable for the payment thereof (except unperfected Permitted Liens or Purchaser Permitted Liens incurred in the ordinary course of business and not in connection with the borrowing of money); (b) all obligations and liabilities of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized

	amount thereof determined in accordance with GAAP; (c) all obligations and liabilities created or arising under any conditional sale or other title retention agreement with respect to property used or acquired by such Person, even if the rights and remedies of the lessor, seller or lender thereunder are limited to repossession of such property; (d) all obligations and liabilities under guarantees by such Person of Indebtedness of another Person; (e) all obligations and liabilities of such Person in respect of letters of credit, bankers' acceptances or similar instruments issued or accepted by banks and other financial institutions for the account of such Person; (f) all obligations of such Person evidenced by bonds, notes, debentures, or similar instruments; (g) all obligations of such Person with respect to deposits or advances of any kind; (h) obligations under Swap Contracts; (i) all obligations and liabilities of such Person as lessee/borrower under any sale and leaseback transaction or any synthetic lease transaction; and (j) all accrued interest, prepayment penalties or premiums, breakage fees and all other amounts owed in respect of any of the foregoing. Notwithstanding anything herein to the contrary, "Indebtedness" shall not include (i) intercompany loans, guarantees or advances made among Company Group Members or among Purchaser Group Members, (ii) obligations under or arising out of any employee benefit plan, employment contract or other similar arrangement in existence as of the Completion Date or (iii) obligations under any severance or termination of employment agreement or plan. For the avoidance of doubt, "Indebtedness" shall not include statutory liens incurred or advances or deposits or other security granted to any Governmental Authority in connection with a governmental authorization, registration, filing, license, permit or approval of the ordinary course of business.
"Indemnified Party"	has the meaning set out in clause 7.3.
"Indemnifying Party"	has the meaning set out in clause 7.3.
"Indemnitees"	has the meaning set out in clause 7.2(b).
"Independent Accountant"	has the meaning set out in clause 16.2.
"Initial Long-Stop Date"	has the meaning set out in clause 7.5(b).
"Intellectual Property"	means all U.S. and foreign patents, inventions, trademarks, service marks, trade names, corporate names, domain names, logos, trade dress, trade secrets, copyrights and copyrightable works, and all registrations or applications related thereto, and databases and computer software.

"Interest Rate"	means an interest rate per annum equal to the average of the three month LIBOR for US dollars that appears on page LIBOR 01 (or a successor page) of the Reuters Telerate Screen as at 11:00 a.m. (London time) on each day during the period for which interest is to be paid.
"Intervening Event"	has the meaning set out in clause 9.5.
"IRS"	has the meaning set out in paragraph 23.3(d) of Part A of Schedule 1.
"knowledge of AerCap", "to AerCap's knowledge", "awareness of AerCap" or similar phrases	means, with respect to any matter, the actual knowledge of any of the individuals listed in Part B of Schedule 4 after reasonable inquiry of the officers and employees of the Purchaser Group Members who would reasonably be expected to have knowledge of such matter.
"knowledge of the Parent", "to the Parent's knowledge", "awareness of the Parent" or similar phrases	means, with respect to any matter, the actual knowledge of any of the individuals listed in Part A of Schedule 4 after reasonable inquiry of the officers and employees of the Parent and its Subsidiaries and the officers and employees of the Company Group Members who would reasonably be expected to have knowledge of such matter.
"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.
"Lease"	means, with respect to each Aircraft, any lease agreement relating to the leasing of that Aircraft between a Company Group Member as lessor and any Person as lessee, and, with respect to each Engine, any lease agreement relating to the leasing of that Engine between a Company Group Member as lessor and any Person as lessee, other than any lease agreement relating to the leasing of an Engine for a period of less than six (6) months.
"Lease Disclosure Date"	means November 30, 2013.

"Lease Document"	means, with respect to each Aircraft or Engine, the Lease and all other material agreements (including any assignments, novations, side letters, amendments, waivers, modifications, assignment of warranties or option agreements) delivered in connection with, or relating to, the Lease of that Aircraft or Engine, as applicable.
"Lenders"	has the meaning set out in paragraph 24 of Part B of Schedule 1.
"Lessee"	means, with respect to each Aircraft or Engine, the operating lessee of such Aircraft or Engine, as applicable.
"Lessee Furnished Equipment"	means, with respect to each Aircraft, any appliances, parts, accessories, instruments, navigational and communications equipment, furnishings, modules, components and other items of equipment, installed in or furnished with that Aircraft which in accordance with the terms of the Lease Documents are not required to vest in or be transferred to the lessor or owner of such Aircraft.
"Letter of Intent"	means a letter of intent, memorandum of understanding or similar writing or instrument that is not a Contract.
"Litigation Agreement"	means the joint litigation agreement, dated as of November 15, 2012, between the Parent and the Company, as it may be amended in accordance with the terms hereof.
"Long-Stop Date"	has the meaning set out in clause 7.5(b).
"Losses"	means all losses, damages, liabilities, obligations and claims of any kind together with all costs and expenses reasonably incurred in respect of the same (including reasonable attorneys' fees).
"Manufacturer"	means, with respect to an aircraft or engine, the manufacturer of such aircraft or engine.
"Manufacturer Agreement"	means each Contract with a Manufacturer pursuant to which any Company Group Member agrees to purchase an aircraft or an aircraft engine for consideration in excess of US$10 million.
"Manufacturer Agreement Disclosure Date"	means the Signing Date.
"MAPS"	means the market auction preferred stock of the Company described in the Company Prospectus.

"Material Adverse Effect"	means a material adverse effect on the business, assets, results of operation or financial condition of the Company Group taken as a whole, except any such effect to the extent arising or resulting from (A) changes after the Signing Date in general business, economic, political or market conditions (including changes generally in prevailing interest rates, credit availability and liquidity, currency exchange rates and price levels or trading volumes) in the United States, the Netherlands or other securities or credit markets, (B) any outbreak or escalation of hostilities, declared or undeclared acts of war or terrorism, in each case after the Signing Date generally affecting the industries or jurisdictions in which the Company Group operates, (C) changes after the Signing Date in GAAP, or authoritative interpretations thereof, (D) changes after the Signing Date in securities, aviation and other Laws of general applicability or related authoritative or binding policies or interpretations of Governmental Authorities, (E) actions required to be taken under the Transaction Agreements or taken with the Purchaser's prior written consent after the Signing Date (other than with respect to paragraph 4 of Part A of Schedule 1), (F) the identity of, or the effects of any facts or circumstances relating to, AerCap, the Purchaser or any of their Affiliates, the effects of any action (including in relation to obtaining any Governmental Approvals) taken or required to be taken by AerCap, the Purchaser or any of their Affiliates or Representatives with respect to the transactions contemplated hereby and under the other Transaction Agreements or the effects of the negotiation, execution, public announcement, disclosure or completion of the transactions (and in each case, including the attrition or departure of any employees, independent contractors, consultants or agents of any Company Group Member) (other than with respect to paragraph 4 of Part A of Schedule 1), (G) any matter set forth in the Disclosure Letter which is an exception to a Warranty to the extent that the relevance of such items is readily apparent (other than with respect to paragraph 6.1 of Part A of Schedule 1) or (H) any failure by any Company Group Member to achieve any earnings or other financial projections or forecasts, provided that any event, change, occurrence or development or state of facts that may have caused or contributed to such failure shall not be excluded under this subclause (H); provided that in the case of each of subclauses (A) through (D), such changes or occurrences have not had and would not reasonably be expected to have a materially disproportionate adverse effect on the Company Group taken as a whole relative to other comparable participants in the aircraft leasing industry.

"Material Contract"	means any contract, agreement, instrument or other legally binding obligation, individually or together with related contracts, agreements, instruments and other legally binding obligations, to which any Company Group Member is a party (other than leases for real property, aircraft and engine leases and other agreements related thereto, Aircraft Trading Agreements and Contracts with Manufacturers pursuant to which any Company Group Member agrees to purchase an aircraft or aircraft engine, including Manufacturer Agreements) which (i) calls for the payment by or on behalf of any Company Group Member in excess of US$100 million per annum, or the delivery by any Company Group Member of goods or services (or license of rights) with a fair market value in excess of US$100 million per annum, during the remaining term thereof, (ii) provides for any Company Group Member to receive any payments in excess of, or any rights or property with a fair market value in excess of, US$100 million during the remaining term thereof, (iii) contains covenants purporting to restrict materially the ability of any Company Group Member or its Affiliates to engage in any line of the Business in any geographical area or otherwise purporting to restrict their ability to lease aircraft or to market or sell products or services (other than as required by applicable Law or pursuant to legal compliance policies of the relevant counterparty), (iv) relates to the acquisition or disposition by any Company Group Member within the last three (3) years of any business (whether by merger, sale of stock, sale of assets or otherwise) for aggregate consideration in excess of, US$100 million and which contains material ongoing obligations of any Company Group Member, (v) provides for a material partnership, joint venture or other similar agreement or arrangement, (vi) contains the terms of or evidences the Indebtedness covered by paragraph 10 of Part A of Schedule 1, or required to be disclosed in paragraph 10 of Part A of Schedule 1 of the Disclosure Letter, (vii) would be required to be filed by the Company as a "material contract" pursuant to Item 601(b)(10) of Regulation S-K under the Securities Act (other than a Benefit Plan or a Company Benefit Plan) or (viii) is a material Related Party Contract (other than Related Party Contracts entered into on an arms'-length basis for the provision of insurance) or (ix) contains any provisions regarding a "change of control" or similar event with respect to any Company Group Member or contains any provisions regarding the merger or consolidation of any Company Group Member, and, for the purposes of this clause (ix), in each case, which provision would be triggered by the transactions contemplated by this Agreement and (a) if triggered (without obtaining a waiver or consent with respect to the transactions contemplated by this Agreement) would result in damages or additional expenses for the Company Group in excess of $25 million or (b) require payments by the Company Group in excess of $25 million in a year.

"Material Jurisdictions"	means the jurisdictions set out in Schedule 1.1(c) of the Disclosure Letter.
"Material Subsidiary"	means any Subsidiary of the Company that would constitute "a significant subsidiary" of the Company within the meaning of Rule 1-02 under Regulation S-X promulgated by the SEC.
"Materials"	has the meaning set out in clause 18.4.
"Order"	means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award by a Governmental Authority of competent jurisdiction.
"Ownership Percentage"	means, as of any date of determination, (a)(i) 97,560,776 AerCap Ordinary Shares less (ii) the total number of AerCap Ordinary Shares sold by the Parent, the Seller and each of their respective Subsidiaries (other than sales to the Parent, the Seller or any of their respective Subsidiaries) from the date of this Agreement through the date of determination divided by (b) the total number of issued and outstanding AerCap Ordinary Shares as of the date of determination; provided that, in the case of clauses (a)(i) and (a)(ii), the number of AerCap Ordinary Shares shall be adjusted to reflect appropriately the effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into AerCap Ordinary Shares), reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to AerCap Ordinary Shares with a record date occurring on or after the date of this Agreement and prior to the date of determination.
"Owner Trustee"	has the meaning set out in clause 3.1(d).
"Parent"	has the meaning set out in the preamble hereto.
"Parent Benefit Plan"	means each Benefit Plan that is or has been entered into, maintained or administered or contributed to, with respect to which there are obligations to contribute to, by the Parent or any of its Subsidiaries or Affiliates other than the Company Group Members.

"Parent Group"	means Parent, the Seller, each Subsidiary of Parent, and each Company Group Member.
"Parent Group Member"	means any corporation, partnership, joint venture, limited liability company, unincorporated association, trust or other entity within the Parent Group.
"Parent Names and Marks"	has the meaning set out in clause 18.2.
"Pay Status Plan"	means the ILFC Incentive Deferred Compensation Plan, the Parent 2011 Long-Term Incentive Plan for ILFC Employees, the Parent 2010 Long-Term Incentive Plan for ILFC Employees and the 2012 Long-Term Incentive Plan for Employees of AeroTurbine.
"Permits"	has the meaning set out in paragraph 16 of Part A of Schedule 1.
"Permitted Liens" and "Permitted Lien" shall mean any such lien	means: (a) liens for Taxes that are not yet due or payable or that are being contested in good faith by appropriate proceedings and with respect to which reserves have been made on the Financial Statements to the extent required under GAAP; (b) statutory liens of landlords and liens of carriers, warehousemen, mechanics, material men, repairmen and other liens imposed by Law for amounts not yet due; (c) liens incurred or deposits made to a Governmental Authority in the ordinary course of business or as required by applicable Laws in connection with a governmental authorization, registration, filing, license, permit or approval; (d) liens incurred or deposits made in the ordinary course of the business of any Company Group Member in connection with workers' compensation, unemployment insurance or other types of social security; (e) defects of title, easements, rights of way, covenants, restrictions and other similar charges or encumbrances not materially interfering with the ordinary conduct of business or which are shown by a current title report or other similar report or listing previously provided or made available to the Purchaser; (f) liens incurred in the ordinary course of the business of any Company Group Member securing obligations or liabilities that are not individually or in the aggregate material to the relevant asset or property, respectively; (g) all licenses, settlements and covenants not to assert entered into in the ordinary course of the business of any Company Group Member; (h) zoning, building and other generally applicable land use restrictions; (i) liens that have been placed by a third party on the fee title of the real property constituting the leased real property or real property over which any Company Group Member has easement rights;

(j) leases or similar agreements affecting the real property owned by any Company Group Member, provided that such leases and agreements have been previously provided or made available to the Purchaser; (k) liens or other restrictions on transfer imposed by applicable Laws; (l) liens granted on securities held for cash management purposes under repurchase and reverse repurchase agreements and liens granted under derivatives entered into in the ordinary course of the business of any Company Group Member; (m) clearing and settlement liens on securities and other investment properties incurred in the ordinary course of clearing and settlement transactions in such securities and other investment properties and the holding of legal title or other interests in securities or other investment properties by custodians or depositories in the ordinary course of the business of any Company Group Member; (n) agreements with any Governmental Authorities or any public utilities or private suppliers of services, including subdivision agreements, development agreements and site control agreements in the ordinary course of business or as required by applicable Law (provided that such agreements do not materially interfere with the ordinary conduct of business of any Company Group Member); (o) rights of any Owner Trustee with respect to any FAA Aircraft registered with the FAA; and (p) with respect to any aircraft, airframe, aircraft engine or aircraft part: (i) the rights conferred by the Lease Documents and Aircraft Trading Agreements; (ii) any "Permitted Liens" (or any other phrase with substantially similar meaning) under the terms of the relevant Lease Documents; (iii) Encumbrances for which the applicable Lessee (other than a Company Group Member) is responsible or for which the applicable Lessee is to indemnify the lessor under the terms of the applicable Lease Documents; (iv) in respect of an Economic Interest Aircraft, any Encumbrance created pursuant to a related Economic Interest Aircraft Transfer Agreement or Economic Interest Aircraft Escrow Agreement; (v) Encumbrances which do not materially detract from the value of such Aircraft or any Company Group Member's interest in such Aircraft, or materially interfere with the use of such Aircraft in substantially the manner used before the Signing Date; (vi) Encumbrances created by, or resulting from the actions or omissions of, Lessees or third parties during the term of a Lease Document or thereafter but prior to repossession of the relevant Aircraft by a Company Group Member; or (vii) Encumbrances securing an obligation incurred by any Lessee.

"Person"	means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.
"Potential Contributor"	has the meaning set out in clause 7.2(d).
"Pre-Completion Company Employee"	means (i), from the date of this Agreement until the Completion Date, each Person who is a current or former employee of any Company Group Member and (ii), as of and following the Completion Date, each Person who is a former employee of any Company Group Member.
"Pre-Completion Covenants"	means the covenants contained in this Agreement that by their terms are expected to be complied with prior to Completion.
"Pre-Completion Tax Period"	means any Tax period ending on or before the Completion Date.
"Proprietary Rights"	has the meaning set out in paragraph 21 of Part A of Schedule 1.
"Purchase Price"	has the meaning set out in clause 2.3.
"Purchaser"	has the meaning set out in the preamble hereto.
"Purchaser Benefit Plan"	means all incentive, profit-sharing, share option, share purchase, other equity-based, employment, consulting, compensation, holiday or other leave, change in control, retention, supplemental retirement, pension, severance, health, medical, disability, life insurance, deferred compensation and other employee compensation and benefit plans, programs, policies or agreements, in each case sponsored solely by one or more Purchaser Group Members.
"Purchaser Data Room"	means all documents made available as of the date hereof to the Seller in the virtual data room maintained through IntraLinks established by or on behalf of the Purchaser Group Members and made available to Parent and the Seller in connection with the transactions contemplated by the Transaction Agreements, all of which are contained in a CD-ROM delivered by the Purchaser to the Purchaser's counsel and the Seller's counsel on an outside counsel basis on the Signing Date or, all of which are listed in Schedule 1.1(b) of the Purchaser Disclosure Letter, or otherwise made available to the Seller by the Purchaser or any of its Representatives in connection with the Transaction.

"Purchaser Disclosure Letter"	means the disclosure letter (together with its schedules and enclosures) of even date from AerCap and the Purchaser to the Parent and the Seller.
"Purchaser Employee"	means (i) each Person who as of the Completion Date is an active employee of any Purchaser Group Member and (ii) each Person who is an employee of any Purchaser Group Member as of the Completion Date who is absent from employment due to illness, vacation, injury, military service or other authorized absence (including an employee who is "disabled" within the meaning of the short-term disability plan currently in place for the Purchaser Group or who is on long-term disability leave).
"Purchaser Fundamental Warranties"	means the each of the warranties made by AerCap and the Purchaser in paragraphs 1, 2 (other than the warranty in Paragraph 2.5) and 3 of Part B of Schedule 1.
"Purchaser Group"	means AerCap, the Purchaser, AerCap Subsidiaries and any Subsidiary of any such AerCap Subsidiary from time to time.
"Purchaser Group Member"	means any corporation, partnership, joint venture, limited liability company, unincorporated association, trust or other entity within the Purchaser Group.
"Purchaser Indemnifiable Tax Warranties"	means the warranties made by AerCap and the Purchaser in paragraph 23.1 of Part B of Schedule 1.
"Purchaser Indemnifiable Warranties"	means each of the warranties made by AerCap and the Purchaser in paragraphs 12 (first sentence), 14 (fourth sentence), 15 (with respect to the AerCap Form 20-F), 16 (first sentence), 20.1 (first sentence), 20.2(a) (first sentence), 20.2(b), 20.3 (first sentence) and 20.4 (first sentence), 21.1, 21.2, 21.5 and 25 of Part B of Schedule 1, the Purchaser Indemnifiable Tax Warranties and the Purchaser Fundamental Warranties.
"Purchaser Indemnitees"	has the meaning set out in clause 7.2(a).
"Purchaser Material Adverse Effect"	means a material adverse effect on the business, assets, results of operation or financial condition of the Purchaser Group taken as a whole, except any such effect to the extent arising or resulting from (A) changes after the Signing Date in general business, economic, political or market conditions (including changes generally in prevailing interest rates, credit availability and liquidity, currency exchange rates and price levels or trading volumes) in the United States, the Netherlands or other securities or credit markets, (B) any outbreak or escalation of

hostilities, declared or undeclared acts of war or terrorism, in each case after the Signing Date generally affecting the industries or jurisdictions in which the Purchaser Group operates, (C) changes after the Signing Date in GAAP, or authoritative interpretations thereof, (D) changes after the Signing Date in securities, aviation and other Laws of general applicability or related authoritative or binding policies or interpretations of Governmental Authorities, (E) actions required to be taken under the Transaction Agreements or taken with the Parent's prior written consent after the Signing Date (other than with respect to paragraph 4 of Part B of Schedule 1), (F) the identity of, or the effects of any facts or circumstances relating to, the Parent, the Seller, the Company or any of their Affiliates, the effects of any action (including in relation to obtaining any Governmental Approvals) taken or required to be taken by the Parent, the Seller, the Company or any of their Affiliates or Representatives with respect to the transactions contemplated hereby and under the other Transaction Agreements or the effects of the negotiation, execution, public announcement, disclosure or completion of the transactions (and in each case, including the attrition or departure of any employees, independent contractors, consultants or agents of any Purchaser Group Member) (other than with respect to paragraph 4 of Part B of Schedule 1), (G) any matter set forth in the Purchaser Disclosure Letter which is an exception to a Purchaser Warranty to the extent that the relevance of such items is readily apparent (other than with respect to paragraph 6.1 of Part B of Schedule 1), (H) any failure by any Purchaser Group Member to achieve any earnings or other financial projections or forecasts, provided that any event, change, occurrence or development or state of facts that may have caused or contributed to such failure shall not be excluded under this subclause (H) or (I) any change in the trading prices or volume of AerCap's capital stock, provided that any event, change, occurrence or development or state of facts that may have caused or contributed to such change shall not be excluded under this subclause (I); provided that in the case of each of subclauses (A) through (D), such changes or occurrences have not had and would not reasonably be expected to have a materially disproportionate adverse effect on the Purchaser Group taken as a whole relative to other comparable participants in the aircraft leasing industry.

"Purchaser Material Subsidiary" means any Subsidiary of AerCap that would constitute "a significant subsidiary" of AerCap within the meaning of Rule 1-02 under Regulation S-X promulgated by the SEC.

“Purchaser Permitted Liens” and “Purchaser Permitted Lien” shall mean any such lien

means: (a) liens for Taxes that are not yet due or payable or that are being contested in good faith by appropriate proceedings and with respect to which reserves have been made on the AerCap Financial Statements to the extent required under GAAP; (b) statutory liens of landlords and liens of carriers, warehousemen, mechanics, material men, repairmen and other liens imposed by Law for amounts not yet due; (c) liens incurred or deposits made to a Governmental Authority in the ordinary course of business or as required by applicable Laws in connection with a governmental authorization, registration, filing, license, permit or approval; (d) liens incurred or deposits made in the ordinary course of the business of any Purchaser Group Member in connection with workers’ compensation, unemployment insurance or other types of social security; (e) defects of title, easements, rights of way, covenants, restrictions and other similar charges or encumbrances not materially interfering with the ordinary conduct of business or which are shown by a current title report or other similar report or listing previously provided or made available to the Parent; (f) liens incurred in the ordinary course of the business of any Purchaser Group Member securing obligations or liabilities that are not individually or in the aggregate material to the relevant asset or property, respectively; (g) all licenses, settlements and covenants not to assert entered into in the ordinary course of the business of any Purchaser Group Member ; (h) zoning, building and other generally applicable land use restrictions; (i) liens that have been placed by a third party on the fee title of the real property constituting the leased real property or real property over which any Purchaser Group Member has easement rights; (j) leases or similar agreements affecting the real property owned by any Purchaser Group Member, provided that such leases and agreements have been previously provided or made available to the Parent; (k) liens or other restrictions on transfer imposed by applicable Laws; (l) liens granted on securities held for cash management purposes under repurchase and reverse repurchase agreements and liens granted under derivatives entered into in the ordinary course of the business of any Purchaser Group Member; (m) clearing and settlement liens on securities and other investment properties incurred in the ordinary course of clearing and settlement transactions in such securities and other investment properties and the holding of legal title or other interests in securities or other investment properties by custodians or depositories in the ordinary course of the business of any Purchaser Group Member; (n) agreements with any Governmental Authorities or any public utilities or

	private suppliers of services, including subdivision agreements, development agreements and site control agreements in the ordinary course of business or as required by applicable Law (provided that such agreements do not materially interfere with the ordinary conduct of business of any Purchaser Group Member); (o) rights of any owner trustee with respect to any aircraft owned or beneficially owned by any Purchaser Group Member that is registered with the FAA; and (p) with respect to any aircraft, airframe, aircraft engine or aircraft part: (i) the rights conferred by the lease for aircraft and engine leases and other agreements related thereto; (ii) any "Permitted Liens" (or any other phrase with substantially similar meaning) under the terms of the relevant AerCap Lease Documents; (iii) Encumbrances for which the applicable AerCap Lessee is responsible or for which the applicable AerCap Lessee is to indemnify the lessor under the terms of the applicable AerCap Lease Documents; (iv) in respect of any Purchaser Group Member's aircraft title to which is held by a Person that is not an institutional trust company, any Purchaser Group Member in a structure in which the entire economic interest in such aircraft and the right to acquire title thereto for a nominal amount is held by any Purchaser Group Member, any Encumbrance created pursuant to a related asset transfer agreement between any Purchaser Group Member and the Person who holds title to any such aircraft under such transfer agreement or pursuant to any escrow agreement among the titleholder to any such aircraft, any Purchaser Group Member and any other party thereto pertaining to the arrangements regarding any such aircraft; (v) Encumbrances which do not materially detract from the value of such aircraft or any Purchaser Group Member's interest in such aircraft, or materially interfere with the use of such aircraft in substantially the manner used before the Signing Date; (vi) Encumbrances created by, or resulting from the actions or omissions of, AerCap Lessees or third parties during the term of an AerCap Lease Document relating to any such aircraft or thereafter but prior to repossession of the relevant aircraft by any Purchaser Group Member; or (vii) Encumbrances securing an obligation incurred by any AerCap Lessee.
"Purchaser Related Parties"	has the meaning set forth in clause 7.13.
"Purchaser Warranties"	means the warranties of the Purchaser and AerCap set out in Part B of Schedule 1 and any other representations and warranties of the Purchaser and AerCap contained herein.

"Registration Rights Agreement"	means a Registration Rights Agreement in the form set out in Exhibit B.
"Related Party Contract"	has the meaning set out in paragraph 15 of Part A of Schedule 1.
"Reorganization"	means the reorganization of the corporate post-Completion structure and assets (including which entities hold which assets) of the Company Group and the Purchaser Group which reorganization achieves AerCap's Tax and financing goals and is otherwise reasonably acceptable to AerCap.
"Reports"	has the meaning set out in paragraph 17.1 of Part A of Schedule 1.
"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.
"Respondent(s)"	has the meaning set out in clause 31.3.
"Residual Value Guarantee Agreement"	means any Contract to which any Company Group Member is a party that provides for a residual value guarantee, asset guarantee or similar arrangement.
"Retained Group"	means, with the exception of the members of the Company Group, the Parent, its Subsidiaries and any Subsidiary of any such Subsidiary from time to time.
"Revolving Credit Facility"	has the meaning set out in the recitals hereto.
"SEC"	means the U.S. Securities and Exchange Commission.
"Section 338 Allocation Schedule"	has the meaning set out in clause 16.2.
"Section 338 Elections"	has the meaning set out in clause 16.1.
"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.
"Seller"	has the meaning set out in the preamble hereto.

"Seller Indemnifiable Tax Warranties"	means the warranties made by the Parent and the Seller in paragraph 25.1 of Part A of Schedule 1.
"Seller Indemnifiable Warranties"	means each of the warranties made by the Parent and the Seller in paragraphs 1.8, 14 (first sentence), 15 (second sentence), 16 (fourth sentence), 18 (first sentence), 22.1(a) (first sentence), 22.2(a) (first sentence), 22.2(b), 22.3 (first sentence and last sentence) and 22.4 (first sentence), 23.1, 23.2, 23.5 and 26 of Part A of Schedule 1, the Disclosure Warranty, the Seller Indemnifiable Tax Warranties and the Fundamental Warranties.
"Senior Employee"	means every employee of the Company Group with an annual base salary rate, in excess of US$200,000 per annum (or its equivalent in local currency at exchange rates prevailing at the Signing Date), and every director of a member of the Company Group who is also an employee.
"Separate Taxes"	means any Taxes of any Company Group Member other than Taxes with respect to any consolidated, combined, affiliated, controlled or unitary Tax Return that includes a member of the Retained Group and where such member of the Retained Group is liable (jointly or severally) for such Taxes.
"Shares"	means 45,267,723 shares of common stock of the Company, which represents 100% of the issued and outstanding shares of common stock of the Company.
"Shareholders' Agreement"	means a Shareholders' Agreement in the form set out in Exhibit A.
"Signing Date"	means the date of this Agreement.
"Special Distribution"	has the meaning set out in clause 2.3.
"Specified Warranties"	means the Disclosure Warranty, the warranties made by the Parent and the Seller in paragraphs 1.8, 14 (first sentence), 18 (first sentence), 22.1(a) (first sentence), and 23.1 of Part A of Schedule 1 and the warranties made by AerCap and the Purchaser in paragraphs 12 (first sentence), 15 (with respect to the AerCap Form 20-F), 16 (first sentence), 20.1 and 21.1 of Part B of Schedule 1.
"Straddle Period"	means any Tax period that begins on or before the Completion Date and ends after the Completion Date.
"Stock Consideration"	has the meaning set out in clause 2.3.

"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, 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 GAAP purposes; or (z) has the right to appoint or elect a majority of the board of directors or Persons performing similar functions.
"Superior Proposal"	shall mean any Acquisition Proposal that the Board of Directors of AerCap has determined in its good faith judgment (after consultation with outside legal counsel and its financial advisor) is more favorable to AerCap's stakeholders than the Transaction, taking into account all of the terms and conditions of such Acquisition Proposal (including the financing, likelihood and timing of consummation thereof) and this Agreement.
"Swap Contracts"	means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, emission rights, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement; provided that "Swap Contracts" shall not include (i) the stock purchase contracts that constitute a component of the Parent's outstanding hybrid securities issued in the form of equity units, (ii) any right, option, warrant or

	other award made under an employee benefit plan, employment contract or other similar arrangement, (iii) any right, warrant or option or other convertible or exchangeable security or other instrument issued by the Parent or any Subsidiary or Affiliate of the Parent or any Subsidiary for capital raising purposes or (iv) any right, warrant or option or other convertible or exchangeable security or other instrument issued by AerCap or any Subsidiary or Affiliate of AerCap or any Subsidiary for capital raising purposes.
"TARP Compensation"	has the meaning set out in clause 11.4.
"Tax Authority"	means any government, state or municipality or any regional, provincial, state, federal or other fiscal, revenue, customs and excise authority, body, official or other Governmental Authority having jurisdiction over the assessment, determination, collection or imposition of any Tax.
"Tax Claim"	has the meaning set out in clause 16.6.
"Tax Package"	has the meaning set out in clause 16.5.
"Tax Returns"	means all returns and reports (including notices, accounts, computations, statements, assessments, registrations, elections, declarations, estimates, claims for refund and information and land transaction returns), including any schedule or attachment thereto, required to be supplied to a Tax Authority relating to Taxes.
"Tax" or "Taxes"	has the meaning set out in paragraph 25.1 of Part A of Schedule 1.
"Terminated SPA"	means that certain Share Purchase Agreement, dated December 9, 2012, by and among the Seller, the Parent and Jumbo Acquisition Limited, as amended.
"Third Party Claim"	has the meaning set out in clause 7.3(a).
"Tier 1 Amendments"	has the meaning set out in clause 8.3(a).
"Tier 1 Facilities"	has the meaning set out in clause 8.3(a).
"Tier 2 Amendments"	has the meaning set out in clause 8.3(b).
"Transaction"	has the meaning set out in the recitals hereto.

"Transaction Agreements"	means, collectively, this Agreement, the Disclosure Letter, the Purchaser Disclosure Letter, the instrument of transfer of the Shares, the Credit Agreement and related ancillary documents, the Shareholders' Agreement, the Registration Rights Agreement, the Revolving Credit Facility, the Voting Agreement, the Compliance Agreement, the letter agreement entered into by the parties hereto on the date hereof and the officers certificates referred to in Schedule 3.
"Transfer Taxes"	has the meaning set out in clause 16.8.
"Treasury Regulations"	means the regulations prescribed under the U.S. Tax Code.
"Triggered Facilities"	has the meaning set out in clause 8.3(b).
"Unaudited Financial Statements"	has the meaning set out in paragraph 5 of Part A of Schedule 1.
"U.S. Citizen"	means a Person who is a citizen of the United States as defined in Section 40102(a)(15) of Title 49 of the U.S. Code.
"U.S. Tax Code"	means the U.S. Internal Revenue Code of 1986, as amended.
"Voting Agreement"	has the meaning set out in the recitals hereto.
"Warranties"	means the warranties of the Parent and the Seller set out in Part A of Schedule 1 and any other representations and warranties of the Parent and the Seller contained herein.

1.2 The headings in this Agreement do not affect its interpretation.

1.3 The schedules form part of this Agreement.

1.4 References to **"US$"** or **"U.S. dollars"** are to U.S. dollars.

1.5 Any reference to a **"company"** includes any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Any reference to a statute, statutory provision or subordinate legislation (**"legislation"**) includes references to:

(a) that legislation as re-enacted 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).

1.7 Any reference to writing shall include any mode of reproducing words in a legible and non-transitory form.

1.8 All computations of interest with respect to any payment due to a Person under this Agreement shall be based on the Interest Rate on the basis of a year of 365 days, in each case for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest is payable. Whenever any payment under this Agreement will be due on a day other than a Business Day, such payment will be made on the next succeeding Business Day, and such extension of time will be included in the computation of payment of interest.

1.9 References to one gender include all genders and references to the singular include the plural and vice versa.

1.10 For the purposes of this Agreement, the Parent shall be deemed not to be Controlled by any Person.

1.11 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, subject to such reasonable and prudent changes by such Person and/or its Affiliates as are reasonably necessary in light of the then current operating conditions and developments with respect to such Person and/or its Affiliates, to the extent such operating conditions and developments did not exist prior to the date of this Agreement, but excluding from the foregoing new operating conditions or developments materially related to the transactions contemplated by this Agreement or the announcement or existence of this Agreement" unless expressly stated otherwise in this Agreement.

1.12 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 "the transactions contemplated by this Agreement" or words of similar meaning shall mean the Transaction, the entry into and performance under the Transaction Agreements, the consummation of the Debt Financing, the transactions contemplated under clause 9.1 and all other transactions contemplated by any provision of this Agreement.

2. Sale and Purchase of the Shares

2.1 On the terms of this Agreement and subject to the Conditions, the Seller shall sell, and the Purchaser shall purchase, at the Completion, the Shares, free and clear of all Encumbrances and with all rights attached or accruing to them at the Completion.

2.2 The Seller and the Parent covenant with AerCap and the Purchaser that the Seller has the right to transfer legal and beneficial title to the Shares. The Purchaser and AerCap covenant with the Seller and Parent that AerCap has the right to issue the Stock Consideration to Seller.

2.3 The total consideration for the sale of the Shares shall be (i) (x) US$3,000,000,000 less the amount of (y) the Special Distribution (excluding the portion of the Special Distribution set forth in clause 2.3(ii)(B)), without interest (the "**Cash Consideration**") and (ii) 97,560,976 AerCap Ordinary Shares (the "**Stock Consideration**" and, together with the Cash Consideration, the "**Purchase Price**") payable to the Seller by AerCap at the Completion in accordance with the provisions of Schedule 3. Prior to the Completion, subject to applicable Law, the Company shall declare a cash distribution in the aggregate amount of (A) $600,000,000 plus (B) €1,000,000, in cash (the "**Special Distribution**") to Seller, which Special Distribution will be payable at the Completion. Clause 30 shall not apply to the payment in the foregoing subclause (B), which amount shall be paid in Euro.

2.4 The Stock Consideration shall be adjusted to reflect appropriately the effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities of a Subsidiary of AerCap or of securities convertible into AerCap Ordinary Shares), reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to AerCap Ordinary Shares with a record date occurring on or after the date hereof and prior to the Completion Date.

2.5 Except as otherwise provided herein, the Purchaser shall be entitled to deduct and withhold (or cause to be deducted and withheld) from the consideration otherwise payable to the Seller pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under applicable Tax Law. If any such withholding or deduction is imposed in a jurisdiction (other than the United States or any jurisdiction therein) as a result of a present or former connection of the Purchaser (including of the Purchaser's beneficial owners) to such jurisdiction (other than any connection arising solely from the Transaction Agreements or the transactions contemplated therein), the Purchaser shall increase the amount of the payment by an amount necessary such that the Seller receives (taking into account any Tax benefit actually realized by the Seller from such deduction or withholding) the amount it would have received had no such deduction and withholding been required. If the Purchaser withholds or deducts (or causes to be withheld or deducted) any amounts not subject to the payment of an increased amount pursuant to the foregoing sentence, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made; provided that the Purchaser shall inform the Seller at least five (5) Business Days in advance of any such withholding or deduction and shall cooperate with the Seller to take commercially reasonable steps to reduce or eliminate such withholding or deduction.

3. Conditions to Completion

3.1 The respective obligations of the Seller and the Purchaser in the Completion to complete the transactions contemplated by this Agreement to occur at the Completion shall be subject to the satisfaction or waiver, at or prior to the Completion, of each of the following conditions:

(a) the approvals listed in Schedule 5 being obtained or deemed to have been obtained by expiration of the applicable waiting period and Completion being permitted to occur pursuant to such approvals;

(b) the approvals listed in Schedule 6 being obtained or deemed to have been obtained by expiration of the applicable waiting period and Completion being permitted to occur pursuant to such approvals;

(c) either (i) CFIUS having provided notice to the effect that review or investigation of the transactions contemplated by the Transaction Agreements has concluded and that a determination has been made that there are no issues of national security of the United States sufficient to warrant further investigation under FINSA or (ii) the President of the United States not having taken action to block or prevent the consummation of the transactions contemplated by this Agreement under FINSA and the applicable period of time for the President to take such action shall have expired without extension;

(d) 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, an owner trustee that is a U.S. Citizen and that is Wilmington Trust, Wells Fargo, Bank of Utah, US Bank, Bank of New York Mellon, Deutsche Bank or another person reasonably acceptable to the Seller after consultation with the Purchaser (an **"Owner Trustee**"), in each case, for the benefit of the Company under a trust agreement between the Owner Trustee and the Company, as owner participant, 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;

(e) (i) the Fundamental Warranties in paragraphs 1.1, 1.2, 1.4, 1.5, 1.6, 1.7, 2.1(ii), 2.2 (solely with respect to the Company), 2.3, and 3 of Part A of Schedule 1 being true and correct in all respects as of the Completion Date as though made on the Completion Date, (ii) all other Fundamental Warranties being true and correct in all material respects as of the Completion Date as though made on the Completion Date, (iii) the

Disclosure Warranty being true and correct as of the Company Prospectus Date, and (iv) all other Warranties being true and correct as of the Completion Date as though made on the Completion Date (except in each case that those Warranties specified by their terms to be made only as of a specified date shall be true and correct only as of such date), in the case of (iii) and (iv) without giving effect to any limitations as to materiality or Material Adverse Effect set forth therein, and in the case of (iii) and (iv) except to the extent that any failure or failures of any such Warranties to be true and correct as of the Company Prospectus Date (in the case of the Disclosure Warranty) or the Completion Date (in the case of all other Warranties), individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect;

(f) (i) the Purchaser Fundamental Warranties in paragraphs 1.1, 1.2, 1.4, 1.5, 1.6, 1.7, 2.1(ii), 2.2 (solely with respect to the AerCap) and 3 of Part B of Schedule 1 being true and correct in all respects as of the Completion Date as though made on the Completion Date, (ii) all other Purchaser Fundamental Warranties being true and correct in all material respects as of the Completion Date as though made on the Completion Date, (iii) the Purchaser Warranty in paragraph 15 in Part B of Schedule 1 with respect to the AerCap Form 20-F being true and correct as of March 13, 2013 and (iv) all other Purchaser Warranties being true and correct as of the Completion Date as though made on the Completion Date (except in each case that those Purchaser Warranties specified by their terms to be made only as of a specified date shall be true and correct only as of such date), in the case of (iv) without giving effect to any limitations as to materiality or Purchaser Material Adverse Effect set forth therein, and in the case of (iv) except to the extent that any failure or failures of any such Purchaser Warranties to be true and correct as of the Completion Date, individually or in the aggregate, has not had and would not reasonably be expected to have a Purchaser Material Adverse Effect;

(g) the Parent's covenants under clause 8.1 and Schedule 2 having been complied with as of the Completion Date in all material respects;

(h) AerCap's covenants under clause 8.4 and Schedule 2 having been complied with as of the Completion Date in all material respects;

(i) no Material Adverse Effect having occurred between the Signing Date and the Completion Date;

(j) no Purchaser Material Adverse Effect having occurred between the Signing Date and the Completion Date;

(k) no Order by any Governmental Authority of competent jurisdiction shall be in effect, and no Law shall have been enacted by any Governmental Authority of competent jurisdiction that, in any case, restrains, enjoins or otherwise prohibits or makes illegal the consummation of the transactions contemplated by the Transaction Agreements; provided that the party invoking this condition must have complied in all material respects with its obligations in clause 4;

(l) the AerCap Shareholder Approval shall have been obtained;

(m) the Registration Rights Agreement and the Shareholders' Agreement shall have been executed and delivered by each Parent Group Member party thereto;

(n) the Registration Rights Agreement, the Shareholders' Agreement and the Compliance Agreement shall have been executed and delivered by each Purchaser Group Member party thereto;

(o) the Stock Consideration shall have been listed on the New York Stock Exchange, subject to official notice of issuance; and

(p) the Tier 1 Amendment shall have been obtained; provided that the condition set forth in this clause 3.1(l) shall be deemed to be waived without any further action by any party if Purchaser or AerCap materially breach the covenant set forth in clause 8.9(ii).

3.2 The Purchaser may waive in writing in whole or in part all or any of the Conditions set out in clause 3.1(a), (d), (e), (g), (i), (m) or (p) and, if so waived, any such Condition shall no longer operate as a condition to the Completion. The Seller may waive in writing in whole or in part the Conditions set out in clause 3.1(b), (f), (h), (j), (n) or (o) and, if so waived, any such Condition shall no longer operate as a condition to the Completion. The Conditions set out in clause 3.1(c), (k) and (l), may be waived only by mutual agreement of the Seller and the Purchaser and, if so waived, such Conditions shall no longer operate as a condition to the Completion.

4. Agreements to Implement

4.1 AerCap and the Purchaser agree to use reasonable best efforts to take the steps necessary, proper or advisable (including in connection with any requirement of any anti-trust, competition or anti-monopoly Governmental Authority, agreeing to divest Company Group assets or any business or assets of the Purchaser Group) to obtain or cause to be obtained as promptly as practicable after the Signing Date (which shall not be later than any date required by applicable Law) all Governmental Approvals that are necessary to complete and make effective the transactions contemplated by the Transaction Agreements, including the regulatory and anti-trust approvals listed in Schedule 5 and Schedule 6.

4.2 The Seller and the Purchaser and each of their respective Affiliates shall, and the Seller shall cause the Company to, contest or otherwise resist any Action, including any Action by a private party, challenging any of the transactions contemplated by the Transaction Agreements.

4.3 No party shall take any action that it is aware or should reasonably be aware would have the effect of delaying, impairing or impeding the receipt of the Governmental Approvals that are necessary, proper or advisable under the Transaction Agreements and applicable to complete and make effective the transactions contemplated by the Transaction Agreements.

4.4 Subject to the restrictions set forth in clause 8.1, the Parent and the Seller agree to use reasonable best efforts to take the steps necessary, proper or advisable to obtain or cause to be obtained as promptly as practicable after the Signing Date all Governmental Approvals that are necessary to complete and make effective the transactions contemplated by the Transaction Agreements, including the regulatory and antitrust approvals listed in Schedule 5 and Schedule 6.

4.5 AerCap and the Purchaser, on the one hand, and the Parent and the Seller, on the other hand, shall promptly make or cause to be made as soon as practicable after the Signing Date with all due dispatch all filings and notifications with all Governmental Authorities that are necessary to complete and make effective the transactions contemplated by the Transaction Agreements. Subject to the confidentiality provisions of the Confidentiality Agreement and/or the confidentiality provisions set forth in clause 17 herein and except where prohibited by applicable Law, each party shall promptly supply the other parties with any information which may be required in order to effectuate any filings (including applications) pursuant to (and to otherwise comply with its obligations set forth in) clause 4.1 hereof. Except where prohibited by applicable Laws or any Governmental Authority, and subject to the confidentiality provisions of the Confidentiality Agreement and/or the confidentiality provisions set forth in clause 17 herein, each of the parties shall, and shall use reasonable best efforts to procure that their respective Affiliates and shall use reasonable best efforts to procure that their respective Representatives: (a) promptly inform the other parties of any communication to or from any Governmental Authority, in each case regarding the Transaction or in connection with an investigation regarding the Transaction; (b) consult with the other parties prior to making any filing, taking a position with respect to any filing, or communicating with any Governmental Authority regarding the Transaction or in connection with an investigation regarding the Transaction; (c) permit the other party to review and discuss in advance, and consider in good faith the views of the other parties in connection with, any analyses, appearances, presentations, memoranda, briefs, white papers, arguments, opinions and proposals before making or submitting any of the foregoing to any Governmental Authority by or on behalf of any party in connection with any legal proceeding related to this Agreement, the Transaction or in connection with an investigation regarding the Transaction (including any such legal proceeding relating to any anti-trust Law); (d) coordinate and cooperate

fully with the other party in preparing and exchanging such information and providing such assistance as the other party might reasonably request; (e) to the extent permitted by any Governmental Authority, permit the other parties or its counsel to attend and participate at each meeting or conference regarding the Transaction or in connection with an investigation regarding the Transaction; and (f) promptly provide the other party (and its counsel) with copies of all correspondence, filings, notices, analyses, presentations, memoranda, briefs, white papers, opinions, proposals and other submissions (and a summary of any oral presentations) made or submitted by such party or any of its Affiliates or Representatives with or to any Governmental Authority related to this Agreement or the Transaction or in connection with an investigation regarding the Transaction; provided that the foregoing shall not require any party or any of their respective Affiliates or Representatives to disclose: (x) any information that in the reasonable judgment of such party would result in the disclosure of any trade secrets of third parties or violate any of its obligations with respect to confidentiality; or (y) any privileged information or confidential competitive information of any party. Each party may, as each deems advisable and necessary, reasonably designate any competitively sensitive or any confidential business material provided to the other under this clause 4.5 as "outside counsel only." Such materials and the information contained therein shall be given only to the outside legal counsel of the recipient and shall not be disclosed by such outside counsel to employees, officers or directors of the recipient unless express permission is obtained in advance from the source of the materials or its legal counsel.

4.6 Each party agrees to supply promptly any additional information and documentary material that may be requested by any Governmental Authority in connection with the aforementioned or any other applicable Laws.

4.7 Subject to the terms and conditions set out in this Agreement, and without limiting the generality of the other undertakings contained in this clause 4, each of the Parent, the Seller, AerCap and the Purchaser agrees to promptly provide to any relevant Governmental Authority all information, documents or testimony reasonably requested by such Governmental Authority or that are reasonably necessary, proper or advisable to permit completion of the transactions contemplated by this Agreement or the other Transaction Agreements.

4.8 The Seller and the Parent on the one hand and AerCap and the Purchaser on the other undertake to disclose in writing to the other anything of which they become aware which, will or will be reasonably likely to, prevent any of the Conditions set out in clause 3.1 from being satisfied on or prior to the Long-Stop Date, as applicable, as soon as reasonably practicable after it comes to the notice of any of them.

4.9 The Seller and the Parent shall use their reasonable best efforts to provide, and to procure that the Company Group provides, promptly, all co-operation, information, documentation and assistance which is necessary or reasonably requested by the Purchaser in connection with:

(a) fulfillment of the Conditions set out in clauses 3.1(a), (c), (d), (l), (m), (o) and (p);

(b) making submissions, applications, notifications or filings to, providing information to, engaging in discussions, negotiations, or any other communication with, or obtaining any permission, approval, consent, waiver or other determination (whether binding or not) from (in each case) any Governmental Authority, or evaluating or assessing any matter in connection with any Condition, or otherwise in connection with the Transaction;

which co-operation, information, documentation and assistance shall include:

(c) the provision of information about the Parent, the Seller, any of their respective Affiliates, members of the Company Group and any of their directors or managers;

(d) making submissions, applications, notifications or filings (whether or not joint) to, providing information to, or engaging in discussions, negotiations, or any other communication with, any Governmental Authority; and

(e) providing access to, and ensuring that assistance is provided by, its professional advisers, including all assistance reasonably required or necessary.

The Parent and the Seller further agree that all information and documentation provided by them pursuant to this clause 4.9 shall be prepared in good faith and shall not be misleading in any material respect.

4.10 As promptly as practicable after the Signing Date, the Seller and the Purchaser shall make, or cause to be made, a joint voluntary notice to the Committee on Foreign Investment in the United States (**"CFIUS"**) pursuant to the U.S. Defense Production Act of 1950, 50 U.S.C. App. 2061, as amended by the Foreign Investment and National Security Act of 2007, 50 U.S.C. App. 2170, and the rules and regulations promulgated thereunder, as the same may be amended from time to time (**"FINSA"**), with respect to the transactions contemplated by this Agreement. Each of the Seller and the Purchaser shall provide, or cause to be provided, to CFIUS any additional or supplemental information, documents, submissions or materials requested by CFIUS or its member agencies that are required or related to such CFIUS notice and any subsequent investigation and, in cooperation with each other, shall use their reasonable best efforts to finally and successfully complete, as promptly as practicable, the CFIUS review process and make such undertakings as may be required or appropriate in connection therewith, including adoption of such measures as may be required or requested by CFIUS.

4.11 AerCap and the Purchaser shall use reasonable best efforts to provide, promptly, all co-operation, information, documentation and assistance which is necessary or reasonably requested by the Parent in connection with:

(a) fulfillment of the Conditions set out in clauses 3.1(b), (c), (n) and (o);

(b) making submissions, applications, notifications or filings to, providing information to, engaging in discussions, negotiations, or any other communication with, or obtaining any permission, approval, consent, waiver or other determination (whether binding or not) from (in each case) any Governmental Authority, or evaluating or assessing any matter in connection with the Conditions referred to in clauses 3.1(a), (b) and (c);

which co-operation, information, documentation and assistance shall include:

(c) the provision of information about AerCap, the Purchaser, any of their respective Affiliates and any of their directors or managers;

(d) making submissions, applications, notifications or filings (whether or not joint) to, providing information to, or engaging in discussions, negotiations or any other communication with, any Governmental Authority; and

(e) providing access to, and ensuring that assistance is provided by, its professional advisers, including all assistance reasonably required or necessary.

AerCap and the Purchaser further agree that all information and documentation provided by them pursuant to this clause 4.11 shall be prepared in good faith and shall not be misleading in any material respect.

4.12 Neither AerCap nor the Purchaser shall be in breach of any provision of this clause 4 in the event that the circumstances that would otherwise constitute a breach arise, directly or indirectly, as a result of a failure by the Seller and/or the Parent to comply with its obligations under clauses 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9 or 4.10 or otherwise as a consequence of information on the Company Group or the Parent or its Affiliates that is required not being made available to AerCap, the Purchaser and/or any Governmental Authority.

4.13 Neither the Seller nor the Parent shall be in breach of any provision of this clause 4 in the event that the circumstances that would otherwise constitute a breach arise, directly or indirectly, as a result of a failure by AerCap and/or the Purchaser to comply with its obligations under clauses 4.1, 4.3 , 4.5, 4.6, 4.7, 4.8, 4.10 or 4.11 or otherwise as a consequence of information on AerCap or the Purchaser or their respective Affiliates that is required not being made available to the Parent, the Seller and/or any Governmental Authority.

5. Completion

5.1 On a date to be nominated by the Purchaser, being not later than ten (10) Business Days following the date on which the last of the Conditions with respect to the Completion has been satisfied or (if applicable) waived (other than those Conditions that by their nature are to be satisfied at the Completion, but subject to the satisfaction or waiver of those conditions at the Completion), or on such other date as the parties may agree in writing, completion of the sale and purchase of the Shares shall take place in the manner specified herein (the **"Completion")**.

5.2 The Completion shall take place at the offices of Cravath, Swaine & Moore LLP, 825 Eighth Avenue, New York NY 10019, or such other place or time as the parties may agree in writing (the date on which the Completion takes place being the **"Completion Date**").

5.3 At the Completion, the parties shall comply with their respective obligations in Schedule 3 in accordance with the timeframes set out in that schedule.

5.4 Each party acknowledges and agrees that following the Completion, none of the parties shall be entitled to rescind this Agreement (absent actual fraud) and, accordingly, each party, to the maximum extent permitted by Law, waives all and any rights of rescission it may have in respect of this Agreement after the Completion (absent actual fraud).

6. Warranties

6.1 The Parent and the Seller hereby warrant to AerCap and the Purchaser that (i) the Disclosure Warranty is true and correct as of the Company Prospectus Date and (ii) all other Warranties are true and correct as at the Signing Date and will be true and correct as of the Completion Date as if repeated immediately prior to the Completion (or, where the Warranty is given by reference to another date, at such other date), in each case subject to, and as qualified by, the Disclosure Letter (it being understood and agreed that disclosure of any item in any Section or subsection of the Disclosure Letter shall be deemed disclosed with respect to any other Section or subsection (other than paragraph 6.1 of Part A of Schedule 1 of the Disclosure Letter) of the Disclosure Letter to the extent that the relevance of such item is readily apparent).

6.2 Except for the Warranties, none of the Parent, the Seller and their respective Affiliates and their respective Representatives makes any representation or warranty of any kind, oral or written, express or implied, or nature whatsoever, oral or written, express or implied, with respect to the Seller, the Company, the Company Subsidiaries, the business of the Company and the Company Subsidiaries, the Transaction Agreements or the transactions contemplated by the Transaction Agreements, including any representation or warranty relating to the

financial condition, operations, assets or liabilities, probable success or profitability of any of the foregoing entities. Except for the Warranties, in the absence of actual fraud, the Parent and the Seller disclaim all liability and responsibility for any other representations or warranties or any other information made or supplied by or on behalf of the Parent, the Seller or any of their respective Affiliates or their respective Representatives, and all liability and responsibility for any other representation, warranty, opinion, projection, forecast, advice, statement or information made, communicated or furnished (orally or in writing) to the Purchaser or its Affiliates or Representatives (including any opinion, projection, forecast, advice, statement or information that may have been or may be provided to the Purchaser by any Representative of the Parent or any of its Affiliates).

6.3 The Seller and the Parent undertake to disclose in writing to AerCap and the Purchaser anything to the knowledge of the Parent that is or is reasonably likely to constitute:

(a) a breach of Warranty that, without giving effect to any limitations as to materiality or Material Adverse Effect set forth therein, has had, or would reasonably be expected to have, a Material Adverse Effect,

(b) a material breach of the Parent's or the Seller's covenants under clause 4, clauses 8.1, 8.3, 11.4, 11.5, and 11.6, or Schedule 2, or

(c) the occurrence of a Material Adverse Effect after the Signing Date, promptly upon it coming to the notice of the Seller or the Parent between the Signing Date and the Completion Date.

6.4 The Seller and the Parent undertake, in the absence of actual fraud, that if any claim is made against them in connection with the sale of the Shares to the Purchaser, not to make any claim against any member of the Company Group or any past or present director, employee, agent or adviser of any such member on whom it may have relied before agreeing to any term of the Transaction Agreements or authorizing any statement in the Disclosure Letter.

6.5 AerCap and the Purchaser hereby warrant to the Parent and the Seller that (i) the Purchaser Warranty in paragraph 15 in Part B of Schedule 1 with respect to the AerCap Form 20-F is true and correct as of March 13, 2013 and (ii) all other Purchaser Warranties are true and correct as of the Signing Date and will be true and correct as of the Completion Date as if repeated immediately prior to the Completion (or, where the Purchaser Warranty is given by reference to another date, at such other date), in each case subject to, and as qualified by, the Purchaser Disclosure Letter (it being understood and agreed that disclosure of any item in any Section or subsection of the Purchaser Disclosure Letter shall be deemed disclosed with respect to any other Section of subsection (other than paragraph 6.1 of Part B of Schedule 1 of the Purchaser Disclosure Letter) of the Purchaser Disclosure Letter to the extent that the relevance of such item is readily apparent).

6.6 Except for the Purchaser Warranties and the Warranties, the parties and their respective Affiliates and their respective Representatives:

(a) do not make any other representation or warranty of any kind oral or written, express or implied, or of any nature whatsoever, oral or written, express or implied, with respect to itself, its Affiliates, their respective businesses, the Transaction Agreements or the transactions contemplated by the Transaction Agreements; and

(b) in the absence of actual fraud, disclaim all liability and responsibility for any other representations or warranties or any other information made or supplied by or on behalf of the parties or any of their respective Affiliates or their respective Representatives or any other Person, and all liability and responsibility for any other opinion, projection, forecast, advice, statement or information made, communicated or furnished (orally or in writing) to any party or its Affiliates or their respective Representatives (including any opinion, projection, forecast, advice, statement or information that may have been or may be provided to any party or its Affiliates or Representatives by any Representative of any party or any of its Affiliates or Representatives).

6.7 AerCap and the Purchaser undertake to disclose in writing to the Seller and the Parent anything to the knowledge of AerCap that is or is reasonably likely to constitute:

(a) a breach of any Purchaser Warranty that, without giving effect to any limitations as to materiality or Purchaser Material Adverse Effect set forth therein, has given, or would reasonably be expected to give, rise to a material and adverse effect on the ability of the Purchaser to complete the transactions contemplated by this Agreement;

(b) a material breach of AerCap's or the Purchaser's covenants under clause 4, 8.4, 8.8 or 8.9, or Schedule 2; or

(c) the occurrence of a Purchaser Material Adverse Effect after the Signing Date, promptly upon it coming to the notice of AerCap or the Purchaser between the Signing Date and the Completion Date.

7. Remedies and Termination

7.1 (a) The Seller Indemnifiable Warranties (other than the Fundamental Warranties and Seller Indemnifiable Tax Warranties) and the covenants and agreements contained herein of the Parent and the Seller, including the Pre-Completion Covenants to be performed by the Parent or the Seller, shall survive until the date that is 24 months after the Completion Date. The aggregate Losses for which the Parent and the Seller shall be liable to the Purchaser and the Purchaser Indemnitees in respect of all breaches of all Seller Indemnifiable Warranties (other than the Fundamental Warranties) shall not exceed US$1.0

billion, provided that with respect to breaches of Seller Indemnifiable Warranties (other than the Fundamental Warranties), the Parent and the Seller shall not be liable for any Losses unless the aggregate amount of all such Losses exceeds on a cumulative basis US$40.0 million (the **"Basket Amount"**) and then only to the extent such aggregate Losses exceed the Basket Amount. The Fundamental Warranties shall survive indefinitely after the Completion Date. The Seller Indemnifiable Tax Warranties shall survive until the date that is 36 months after the Completion Date, provided, for the avoidance of doubt, neither the Parent nor the Seller shall be liable for breach of such warranties with respect to any Losses in respect of Current Tax Liabilities used to determine clause (a) of the Aggregate Current Tax Liability Payment. All Warranties other than the Seller Indemnifiable Warranties and the Fundamental Warranties shall terminate and be extinguished as of the Completion Date, and the Parent and the Seller shall have no liability with respect to such Warranties after the Completion Date.

(b) The Purchaser Indemnifiable Warranties (other than the Purchaser Fundamental Warranties and the Purchaser Indemnifiable Tax Warranties) and the covenants and agreements contained herein of AerCap and the Purchaser, including the Pre-Completion Covenants to be performed by the Purchaser or AerCap, shall survive until the date that is 24 months after the Completion Date. The aggregate Losses for which AerCap and the Purchaser shall be liable to the Parent, Seller and the AIG Indemnitees in respect of all breaches of all Purchaser Indemnifiable Warranties (other than the Purchaser Fundamental Warranties) shall not exceed US$1.0 billion, provided that with respect to breaches of Purchaser Indemnifiable Warranties (other than the Purchaser Fundamental Warranties), AerCap and the Purchaser shall not be liable for any Losses unless the aggregate amount of all such Losses exceeds on a cumulative basis the Basket Amount and then only to the extent such aggregate Losses exceed the Basket Amount. The Purchaser Fundamental Warranties shall survive indefinitely after the Completion Date. The Purchaser Indemnifiable Tax Warranties shall survive until the date that is 36 months after the Completion Date. All Purchaser Warranties other than the Purchaser Indemnifiable Warranties and the Purchaser Fundamental Warranties shall terminate and be extinguished as of the Completion Date, and the Purchaser and AerCap shall have no liability with respect to such Purchaser Warranties after the Completion Date.

(c) The parties agree that notices for claims in respect of a breach of a representation, warranty, covenant or agreement, including with respect to the indemnification for breach of Warranties or Purchaser Warranties pursuant to clause 7.2, must be delivered prior to the expiration of any applicable survival period specified herein for such representation or warranty, covenant or agreement, and any claims for breach, including with respect to the indemnification of Warranties or Purchaser Warranties in clause 7.2, for which notice is not timely delivered in

accordance with this clause 7 shall be expressly barred and are hereby waived, provided that if, prior to the survival date, a party shall have notified any other party in accordance with the requirements of this clause 7 of a claim for indemnification hereunder (whether or not formal legal action shall have been commenced based upon such claim), such claim shall continue to be subject to indemnification in accordance with this clause 7 notwithstanding the passing of the survival date.

7.2 (a) Subject to the limitations set forth in this Agreement, from and after the Completion Date, the Seller and the Parent, jointly and severally, agree to indemnify, defend and hold harmless AerCap, the Purchaser and their Affiliates (other than the Company Group Members) and its and their respective directors, officers, employees and agents (the "**Purchaser Indemnitees**") from and against any and all Losses incurred by the Purchaser Indemnitees in any way resulting from, relating to or arising out of (i) any breach by the Parent or Seller of (x) the Seller Indemnifiable Warranties and (y) the covenants and agreements contained herein of the Parent and the Seller, including the Pre-Completion Covenants to be performed by the Parent or Seller and (ii) the Terminated SPA or the transactions contemplated thereby, including any actions or failures to act by any Person, pursuant to, or in connection with, the Terminated SPA or pursuant to, or in connection with, the termination of the Terminated SPA (in each case, solely to the extent Jumbo Acquisition Limited seeks or obtains damages therefor).

(b) Subject to the limitations set forth in this Agreement, from and after the Completion Date, AerCap and the Purchaser, jointly and severally, agree to indemnify, defend and hold harmless the Seller and the Parent and their Affiliates and its and their respective directors, officers, employees and agents (the **"AIG Indemnitees"** and, together with the Purchaser Indemnitees, the **"Indemnitees"**) from and against any and all Losses incurred by the AIG Indemnitees in any way resulting from, relating to or arising out of any breach by AerCap or the Purchaser of (1) the Purchaser Indemnifiable Warranties and (2) the covenants and agreements contained herein of the Purchaser and AerCap, including the Pre-Completion Covenants to be performed by the Purchaser or AerCap.

(c) Any Indemnitee shall take all commercially reasonable steps to mitigate any Losses incurred by such party upon and after becoming aware of any event or condition that would reasonably be expected to give rise to any indemnification rights hereunder.

(d) If the Purchaser Indemnitees receive any payment from the Seller or the Parent or the AIG Indemnitees receive any payment from the Purchaser or AerCap in respect of any Losses in connection with an indemnification claim pursuant to this clause 7.2 and the Purchaser Indemnitees or the AIG Indemnitees, as applicable, could have

recovered all or a part of such Losses from a third party (a "**Potential Contributor**") based on the underlying claim asserted against the Seller or the Parent, in the case of the Purchaser Indemnitees, or the Purchaser or AerCap, in the case of the AIG Indemnitees, the applicable Indemnitees shall assign such of their rights to proceed against the Potential Contributor as are necessary to permit the Seller or the Parent (in the case of the Purchaser Indemnitees) and the Purchaser or AerCap (in the case of the AIG Indemnitees) to recover from the Potential Contributor the amount of such payment.

(e) If AerCap and the Purchaser are liable to any AIG Indemnitee pursuant to this clause 7.2, to the extent such liability results from, relates to or arises out of Losses also incurred by AerCap or any member of the Purchaser Group, (i) the amount of Losses incurred by the AIG Indemnitees shall be deemed to be an amount equal to the product of (x) the amount of the Losses incurred by AerCap or the applicable member of the Purchaser Group and (y) the Ownership Percentage as of the date on which the Loss is incurred (expressed as a decimal) and (ii) AerCap and the Purchaser shall be liable jointly and severally in an amount equal to the Losses incurred or deemed incurred by the AIG Indemnitee (as determined pursuant to the foregoing clause (i)) divided by one minus the Ownership Percentage on the day that AerCap and/or the Purchaser actually makes the indemnification payment to such AIG Indemnitee in respect of such Losses (expressed as a decimal).

7.3 A Person that may be entitled to be indemnified under this Agreement (the "**Indemnified Party**") shall promptly notify the party or parties liable for such indemnification (the "**Indemnifying Party**") in writing of any claim in respect of which indemnity may be sought hereunder, describing in reasonable detail the facts and circumstances with respect to the subject matter of such claim; provided that the failure to provide such notice shall not release the Indemnifying Party from any of its obligations under this clause 7 except to the extent the Indemnifying Party is actually prejudiced by such failure in connection with such claim.

(a) Upon receipt of notice of a claim for indemnity from an Indemnified Party pursuant to this clause 7 in respect of a pending or threatened claim or demand by a third party that the Indemnified Party has determined has given or would reasonably be expected to give rise to a right of indemnification under this Agreement (such claim or demand being a **"Third Party Claim"** and including a pending or threatened claim or demand asserted by a third party against the Indemnified Party), the Indemnifying Party may, by notice to the Indemnified Party delivered within twenty (20) Business Days of the receipt of notice of such Third Party Claim, assume the defense and control of such Third Party Claim, with its own counsel reasonably satisfactory to the Indemnified Party and at its own expense; provided that, as a condition

to assuming such defense and control, the Indemnifying Party agrees and acknowledges its responsibility for Losses resulting from, related to or arising out of such Third Party Claim and shall allow the Indemnified Party a reasonable opportunity to participate in the defense of such Third Party Claim with its own counsel and at its own expense. If the Indemnifying Party has assumed a defense of any Third Party Claim, (i) the Indemnifying Party will keep the Indemnified Person reasonably informed as to the status and progress of the Third Party Claim, including the receipt of material communications related thereto and copy the Indemnified Party on all material pleadings, filings and other correspondence relating thereto and (ii) the Indemnifying Party shall not, without the prior written consent of the Indemnified Party (which shall not be unreasonably withheld, conditioned or delayed), consent to a settlement, compromise or discharge of, or the entry of any judgment arising from, any Third Party Claim, unless such settlement, compromise or discharge does not involve any finding or admission of any violation of Law or admission of any wrongdoing by the Indemnified Party and involves solely money damages payable by the Indemnifying Party, and the Indemnifying Party shall (i) not encumber any of the material assets of any Indemnified Party or agree to any restriction or condition that would apply to or materially adversely affect any Indemnified Party and (ii) obtain, as a condition of any settlement or other resolution, a complete and unconditional release of each Indemnified Party from any and all liability in respect of such Third Party Claim. For the avoidance of doubt, the Indemnified Party shall not be liable for any compromise or settlement made by the Indemnifying Party which is not entered into in accordance with this Agreement.

(b) If the Indemnifying Party does not give notice to the Indemnified Party of its election to assume the defense of a Third Party Claim within twenty (20) Business Days after receipt of such notice, and until the Indemnifying Party assumes such defense, or if the Indemnifying Party does not diligently pursue such defense (following written notice from the Indemnified Party of such failure and such failure continues beyond a reasonable period), the Indemnified Party shall be entitled to proceed with its own defense of the Third Party Claim at the reasonable expense of the Indemnifying Party and the Indemnifying Person will be bound by any determination made by the Indemnified Person in such Third Party Claim or any compromise or settlement effected by the Indemnified Party, including the payment of reasonable attorneys' fees, costs and expenses incurred in connection therewith; provided, however, that the Indemnified Party shall provide at least twenty (20) Business Days advance written notice to the Indemnifying Party of any pending compromise or settlement of any Third Party Claim for which the Indemnified Person is proceeding with its own defense (which notice shall set forth or describe all material terms of the pending compromise or settlement in reasonable detail) and the Indemnifying Party shall not

be liable for any compromise or settlement made by the Indemnified Person without the Indemnifying Party's consent (such consent to not be unreasonably withheld, delayed or conditioned). With respect to any Third Party Claim for which the Indemnified Party is proceeding with its own defense in accordance with this clause 7, the Indemnified Party shall keep the Indemnifying Party reasonably informed as to all material developments related to the Third Party Claim and copy the Indemnifying Party on all material pleadings, filings and other correspondence relating thereto. The Indemnified Party shall not settle, compromise or consent to the entry of any judgment with respect to any claim or demand for which it is seeking indemnification from the Indemnifying Party or admit to any liability with respect to such claim (not to be unreasonably withheld or delayed) or demand without the prior written consent of the Indemnifying Party and notwithstanding anything to the contrary in this clause 7, no Indemnifying Party shall have any liability under this clause 7 for any Losses arising out of or in connection with any Third Party Claim that is settled or compromised by an Indemnified Party in violation of this Agreement.

(c) In the event any Indemnifying Party receives notice of a claim for indemnity from an Indemnified Party pursuant to this clause 7 that does not involve a Third Party Claim, the Indemnifying Party shall notify the Indemnified Party within twenty (20) Business Days following its receipt of such notice whether the Indemnifying Party disputes its liability to the Indemnified Party under this clause 7. The Indemnified Party shall reasonably cooperate with and assist the Indemnifying Party in determining the validity of any such claim for indemnity by the Indemnified Party.

(d) Anything to the contrary in this Agreement notwithstanding, the Parent, the Seller, AerCap and the Purchaser hereby agree that following the Completion, the sole and exclusive remedy of a party for any breach or inaccuracy of any Warranties is pursuant to the indemnification procedures described in this clause 7. In furtherance of the foregoing, AerCap and the Purchaser hereby waive, from and after the Completion Date, any and all other rights, claims and causes of action AerCap or the Purchaser may have against the Seller, the Parent or any of their Affiliates, or their respective directors, officers, employees, Affiliates, controlling Persons, agents or representatives, successors or assigns in respect of any breach of the Warranties (other than a claim for indemnification pursuant to this clause 7).

7.4 The aggregate Losses for which the Parent and the Seller shall be liable in respect of this Agreement to AerCap, the Purchaser and any Purchaser Indemnitee shall not exceed US$5.0 billion. The aggregate Losses, for which AerCap and the Purchaser shall be liable in respect of this Agreement to the Parent, the Seller and any AIG Indemnitee shall not exceed US$2.0 billion. For the purposes of

determining whether any of the Warranties or the Purchaser Warranties has been breached and the amount of Losses that are the subject matter of a claim for indemnification under this clause 7, each Warranty and Purchaser Warranty contained in this Agreement (other than, for purposes of determining whether there has been a breach, the Specified Warranties) shall be read without regard to and without giving effect to any materiality qualifier, including "Material Adverse Effect," contained therein.

7.5 This Agreement may be terminated prior to the Completion:

(a) by the mutual written consent of the Parent, the Seller and the Purchaser;

(b) by any of the Parent, the Seller or the Purchaser if the Completion has not occurred on or before September 16, 2014 (the **"Initial Long-Stop Date"** and, as the same may be extended pursuant to this clause 7.5(b), the **"Long-Stop Date"**); provided that the right to terminate this Agreement pursuant to this clause 7.5(b) shall not be available to any party who shall have materially breached or failed to perform any of its Warranties or Purchaser Warranties, as applicable, or Pre-Completion Covenants in any manner that shall have resulted in the failure of the Completion to occur on or before the Long-Stop Date (other than, in the case of the Purchaser, its failure to consummate the transactions contemplated by this Agreement in accordance with the terms of this Agreement as a result of the Lenders being unwilling or unable to provide the Debt Financing at or prior to the time the Completion was required to occur pursuant to the terms of this Agreement in circumstances under which AerCap complied with the obligations under clause 10.1); and provided, further, that if prior to the Initial Long-Stop Date, the conditions to the Completion set forth in clause 3.1(a) and clause 3.1(b) have not been satisfied or waived but all other conditions to the Completion (other than those conditions which by their terms cannot be satisfied until the Completion) have been satisfied or waived or are capable of being satisfied by the Initial Long-Stop Date, the Initial Long-Stop Date may be extended on one or more occasions by the Parent, the Seller or the Purchaser to a date which is no later than the date which is three (3) months after the Initial Long-Stop Date;

(c) by the Purchaser, if (i) a breach of Warranty shall have occurred that would cause the condition set forth in clause 3.1(e) not to be satisfied or (ii) a Material Adverse Effect has occurred since the Signing Date, only insofar as such breach or Material Adverse Effect, as applicable, has not been cured by the earlier of the Long-Stop Date and the date falling three (3) months after the date of such breach;

(d) by the Purchaser, if a breach of the Parent's or the Seller's Pre-Completion Covenants shall have occurred that would cause the condition set forth in clause 3.1(g) not to be satisfied, only insofar as such breach has not been cured by the earlier of the Long-Stop Date, and the date falling three (3) months after the date of such breach;

(e) by the Parent or the Seller, if (i) a breach of a Purchaser Warranty shall have occurred that would cause the condition set forth in clause 3.1(f) not to be satisfied or (ii) a Purchaser Material Adverse Effect has occurred since the Signing Date, only insofar as such breach or Purchaser Material Adverse Effect, as applicable, has not been cured by the earlier of the Long-Stop Date and the date falling three (3) months after the date of such breach;

(f) by the Parent or Seller, if a breach of the Purchaser's Pre-Completion Covenants shall have occurred that would cause the condition set forth in clause 3.1(h) not to be satisfied, only insofar as such breach has not been cured by the earlier of the Initial Long-Stop Date, and the date falling three (3) months after the date of such breach;

(g) by any of the Parent, the Seller or the Purchaser, if the AerCap Shareholder Approval shall not have been obtained at the AerCap Extraordinary General Meeting duly convened therefor or at any adjournment or postponement thereof permitted hereunder;

(h) by any of the Parent or the Seller, if the AerCap Extraordinary General Meeting has not been duly called and held prior to the termination of the Voting Agreement (as the duration of such Voting Agreement may be extended) unless the failure of such AerCap Extraordinary General Meeting to have been duly called and held within such period was the result of any Order by a Governmental Authority restraining, enjoining or otherwise prohibiting the AerCap Extraordinary General Meeting from being held;

(i) by any of the Parent, the Seller or the Purchaser in the event that any Governmental Authority shall have issued a final Order restraining, enjoining or otherwise prohibiting the transactions contemplated by the Transaction Agreements and such Order is or shall have become final and non-appealable;

(j) prior to receipt of the AerCap Shareholder Approval, by the Parent or the Seller, if an Adverse Recommendation Change shall have occurred; or

(k) by the Parent or Seller, if (i) all of the conditions set forth in clause 3.1 have been satisfied or waived (other than those conditions that by their terms are to be satisfied by actions taken at Completion) and (ii) the Parent or Seller has given notice to Purchaser in writing that it is prepared and able to consummate the Completion (assuming the conditions set forth in clause 3.1 that by their terms are to be satisfied at

the Completion would be satisfied by actions taken at the Completion) and (iii) the Purchaser fails to consummate the transactions contemplated by this Agreement on the date the Completion should have occurred pursuant to clause 5.1.

7.6 Any party desiring to terminate this Agreement pursuant to clause 7.5 shall give written notice of such termination to the other parties (except that the Parent does not need to give such notice to the Seller and vice versa).

7.7 In the event of the termination of this Agreement pursuant to clause 7.5, this Agreement shall terminate forthwith save that such termination shall be without prejudice to any accrued rights, obligations and liabilities of the parties as at the date of termination and without prejudice to any parties' liability under this clause 7. The provisions set out in this clause 7 and clauses 1, 17.1, 18.2, 19, 20, 21, 22, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33 of this Agreement shall survive termination.

7.8 In the event that this Agreement is terminated pursuant to clause 7.5(k), or by Purchaser pursuant to clause 7.5(b) under circumstances where Parent or Seller could have terminated pursuant clause 7.5(k), then AerCap shall pay, or cause to be paid, US$100 million (the **"Closing Failure Termination Fee"**) to the Seller as promptly as reasonably practicable (and in any event, within five (5) Business Days following such termination).

7.9 In the event that this Agreement is terminated pursuant to clause 7.5(j), then AerCap shall pay, or cause to be paid, US$100 million (the **"Adverse Recommendation Change Termination Fee"**) to the Seller as promptly as reasonably practicable (and in any event, within five (5) Business Days following such termination).

7.10 In the event that (a) this Agreement is terminated pursuant to (i) clause 7.5(g)(i) and the existence of a Superior Proposal has been disclosed by any Person to the public on or prior to the date of the AerCap Extraordinary General Meeting or (ii) clause 7.5(b) and, prior to the Long-Stop Date, the AerCap Shareholder Approval has not been obtained and a Superior Proposal has been made to AerCap or any of its Affiliates, and (b) within 12 months of the termination of this Agreement, AerCap or any of its Affiliates enters into any definitive documentation in connection with, or consummates any transaction with respect to, an Acquisition Proposal, then AerCap shall pay, or cause to be paid, US$100 million (the **"Alternative Acquisition Fee"**) to the Seller as promptly as reasonably practicable (and in any event, within five (5) Business Days following the date on which AerCap or any of its Affiliates enters into any definitive documentation in connection with, or consummates any transaction with respect to, such Acquisition Proposal).

7.11 In the event that this Agreement is terminated pursuant to clause 7.5(h), then AerCap shall pay, or cause to be paid, US$100 million (the **"Meeting Delay Termination Fee"**) to the Seller as promptly as reasonably practicable (and in any event, within five (5) Business Days following such termination).

7.12 AerCap and the Purchaser on the one hand and the Seller and the Parent on the other acknowledge and agree that the agreements contained in this clause 7 are an integral part of the transactions contemplated by this Agreement and that, without these agreements, the other parties would not enter into this Agreement.

7.13 In the event the Closing Failure Termination Fee, the Alternative Acquisition Fee, Meeting Delay Termination Fee or the Adverse Recommendation Change Termination Fee are payable, such fee will be paid to Seller by AerCap in immediately available funds. Solely for purposes of establishing the basis for the amount thereof, and without in any way increasing the amount of either the Closing Failure Termination Fee, the Alternative Acquisition Fee, Meeting Delay Termination Fee or the Adverse Recommendation Change Termination Fee or expanding the circumstances in which the Closing Failure Termination Fee, the Alternative Acquisition Fee, Meeting Delay Termination Fee or the Adverse Recommendation Change Termination Fee is to be paid, it is agreed that each of the Closing Failure Termination Fee, the Alternative Acquisition Fee, Meeting Delay Termination Fee and the Adverse Recommendation Change Termination Fee is liquidated damages, and not a penalty, and the payment of the Closing Failure Termination Fee, the Alternative Acquisition Fee, Meeting Delay Termination Fee or the Adverse Recommendation Change Termination Fee in the circumstances specified herein is supported by due and sufficient consideration. While Seller may pursue both a grant of specific performance under clause 33 and the payment of the Closing Failure Termination Fee, the Alternative Acquisition Fee, Meeting Delay Termination Fee or the Adverse Recommendation Change Termination Fee under this clause 7, under no circumstances shall Seller, prior to the Completion, be entitled to receive both (x) a grant of specific performance which results in consummation of the Completion and (y) all or any portion of the Closing Failure Termination Fee, the Alternative Acquisition Fee, Meeting Delay Termination Fee or the Adverse Recommendation Change Termination Fee. AerCap shall reimburse Seller for reasonable fees (including fees and expenses of legal counsel) incurred by Seller in enforcing its rights under clauses 7.8, 7.9, and 7.10.

7.14 Notwithstanding anything to the contrary in this Agreement, if the Purchaser and AerCap fail to effect the Completion when required by clause 5, then (i) (x) a decree or order of specific performance or an injunction or injunctions or other equitable relief if and to the extent permitted by clause 33, and (y) the termination of this Agreement pursuant to clause 7.5 and receipt of payment of the Closing Failure Termination Fee pursuant to clause 7.8, shall be the sole and exclusive remedies (whether at law, in equity, in contract, in tort or otherwise) of the Parent, Seller and their Affiliates against AerCap, the Purchaser, the Lenders and any of their respective Affiliates or current or former directors, officers, employees, shareholders, investors, partners, members, managers, representatives or Affiliates of any of the foregoing (collectively, the **"Purchaser Related Parties"**), in which

case upon payment of such amount to the Seller, none of the Purchaser or any of the Purchaser Related Parties shall have any future liability or obligation relating to or arising out of this Agreement or any of the Transaction Agreements or the transactions contemplated by hereby or thereby.

7.15 Nothing herein shall preclude Parent or the Seller from seeking or obtaining additional monetary damages arising as a result of willful breach of any provision in this Agreement.

7.16 The amount of any Loss for which indemnification is provided in respect of a breach by the Parent or Seller of the warranties made by the Parent and Seller in paragraph 22.2(b) of Part A of Schedule 1 shall be reduced by any benefits actually realized by the Purchaser Indemnitees as a result of a failure of the information set forth in paragraph 22.2(b) of Schedule 1 of the Disclosure Letter to be true and correct. The amount of any Loss for which indemnification is provided in respect of a breach by AerCap or the Purchaser of the warranties made by AerCap and the Purchaser in paragraph 20.2(b) of Part B of Schedule 1 shall be reduced by any benefits actually realized by the Purchaser Group as a result of a failure of the information set forth in paragraph 22.2(b) of Schedule 1 of the Disclosure Letter to be true and correct.

8. Conduct of Business Before the Completion

8.1 Subject to any applicable Laws, during the period from the Signing Date until the Completion, except:

(a) as otherwise contemplated by or necessary to effect the matters contemplated by the Transaction Agreements and the Reorganization if taken at the Purchaser's request or AerCap's request;

(b) for matters identified in Schedule 8.1 of the Disclosure Letter;

(c) as may otherwise be required by applicable Law or by the express terms of a Benefit Plan or Company Benefit Plan; or

(d) as the Purchaser otherwise consents in writing in advance (which consent shall not be unreasonably withheld or delayed, it being understood and agreed that the Purchaser shall notify the Company whether it grants or withholds its consent as promptly as practicable and, in the case of matters described by the Company as exigent, within forty-eight (48) hours, any such consent to be confirmed by email).

the Parent and the Seller shall (i) cause the Company and the Company Group Members to conduct their business in the ordinary course, and (ii) cause the Company and the Company Group Members not to take any of the actions listed in Part A of Schedule 2.

8.2 The Seller and the Parent shall use reasonable best efforts to, and shall use reasonable best efforts to procure that the Company Group will, co-operate fully between the Signing Date and the Completion in order to assist AerCap and the Purchaser and their Affiliates to communicate with employees, agents and consultants of the Company Group and take actions to inform and retain such persons as employees, agents and consultants, provided that neither the Seller nor the Parent shall be obliged to do anything that would unreasonably interfere with any of the businesses or operations of the Parent or any of its Affiliates (including the Company and the Company Subsidiaries); and provided, further, that, anything to the contrary in this Agreement notwithstanding, nothing herein shall obligate or be construed to obligate the Parent or the Seller to make, or to cause to be made, any payment to any employee, agent or consultant of the Company Group or any other third party in order to comply with its obligations under this clause 8.2.

8.3

(a) With respect to the Indebtedness of the Company Group Members set forth in Schedule 8.3, Part A of the Disclosure Letter (such Indebtedness, the **"Tier 1 Facilities"**), the Parent and the Seller shall, and shall cause the Company and its Subsidiaries to, use reasonable best efforts to obtain the amendments or waivers with respect to the Tier 1 Facilities set forth in Schedule 8.3, Part A of the Disclosure Letter (such amendments or waivers, the **"Tier 1 Amendments"**); provided that notwithstanding anything in this Agreement to the contrary, the reasonable best efforts of Parent, the Seller and the Company under this Clause 8.3(a) to obtain the Tier 1 Amendments shall not require Parent, the Seller or the Company to (i) pay any commitment or other similar fee or consent fee in excess of the amounts set forth in Schedule 8.3, Part B of the Disclosure Letter, (ii) incur any other liability, other than out-of-pocket and other expenses, (except, with respect to the Company or its Subsidiaries, only if such incurrence does not arise until after the Completion), (iii) take any action that would (x) unreasonably interfere with either the Parent's, Seller's or the Company's ongoing business operations (except, with respect to the Company or its Subsidiaries, only if such effect does not arise until after the Completion) or (y) conflict with or violate laws, or result in a contravention of, or that would reasonably be expected to result in a violation or breach of, or default under, any material contract to which Parent or any of its Subsidiaries is a party, (iv) modify, waive, amend or change the Revolving Credit Facility or enter into any intercreditor, subordination or other agreement in connection therewith, (v) provide any inducement or business to any of the lenders of the Tier 1 Facilities, (vi) take any corporate action or execute any consent approving, or execute, any document or agreement relating to, the Tier 1 Facilities (except, with respect to the Company or its Subsidiaries, only as will be effective at the Completion) or (vii) discuss, negotiate or agree to any amendment, waivers, modifications or

other changes, corporate or capital structure or restructuring matters, or financing or refinancing matters other than the amendments or waivers set forth in Schedule 8.3, Part A of the Disclosure Letter with respect to the Tier 1 Facilities. At the Completion (and, for the avoidance of doubt, not prior to the Completion), the Parent shall cause the Company to pay the consent fees or other similar fees in connection with obtaining any amendments or waivers set forth in Schedule 8.3, Part A of the Disclosure Letter with respect to the Tier 1 Facilities outstanding as of the Completion Date; provided that the Company shall not be required to, and the Parent shall cause the Company not to, without the prior written consent of the Purchaser, pay any such fees in excess of the amounts set forth in Schedule 8.3 of the Disclosure Letter.

(b) With respect to any Indebtedness of any Company Group Member, the Parent and the Seller shall, and shall cause the Company and its Subsidiaries to, use reasonable best efforts to obtain any waivers or amendments required to prevent a default or event of default under, and a breach or acceleration of, such Indebtedness that may arise out of or relate to the transactions contemplated by the Transaction Agreements or the Reorganization (any such Indebtedness, including the Tier 1 Facilities, the **"Triggered Facilities**", and any such waivers or amendments, other than the Tier 1 Amendments, the **"Tier 2 Amendments"**); provided that none of the Parent, Seller or Company shall have any such obligation with respect to the Tier 2 Amendments under this clause 8.3(b) until and unless Purchaser has provided Parent and Seller with sufficient prior notice of the final structure of the Reorganization, including a reasonably detailed description thereof; provided, further, that notwithstanding anything in this Agreement to the contrary, the reasonable best efforts of Parent, the Seller and the Company under this clause 8.3(b) to obtain the Tier 2 Amendments shall not require Parent, the Seller or the Company to (i) pay any commitment or other similar fee or consent fee, (ii) incur prior to the Completion any other liability, other than out-of-pocket and other expenses (except, with respect to the Company or its Subsidiaries, only if such incurrence does not arise until after the Completion), (iii) take any action that would (x) unreasonably interfere with either the Parent's or Seller's ongoing business operations (except, with respect to the Company or its Subsidiaries, only if such effect does not arise until after the Completion) or (y) conflict with or violate laws, or result in a contravention of, or that would reasonably be expected to result in a violation or breach of, or default under, any material contract to which Parent or any of its Subsidiaries is a party, (iv) modify, waive, amend or change the Revolving Credit Facility or enter into any intercreditor, subordination or other agreement in connection therewith, (v) provide any inducement or business to any of the lenders of the Triggered Facilities or (vi) take any corporate action or execute any consent approving, or executing any document or agreement relating to, the

Triggered Facilities (except, with respect to the Company or its Subsidiaries, only as will be effective at the Completion). In connection with the foregoing, the Parent and Seller shall, and shall cause the Company and its Subsidiaries to, use reasonable best efforts to cause the actions set forth on Schedule 8.3(b) of the Disclosure Letter to occur.

(c) The Parent and the Seller agree, and shall cause the Company, to (a) cooperate and consult with the Purchaser, (b) provide the Purchaser with all notices and other material communications with the lenders under the Triggered Facilities related to any proposed waivers or amendments or the transactions contemplated hereby and (c) not object to the attendance of the Purchaser and its Representatives at any meetings or discussions with the lenders under the Triggered Facilities related to any proposed amendments or the transactions contemplated by this clause 8.3. Any actions taken in connection with seeking any such amendments or waivers shall be in accordance with applicable Law; accordingly, without the prior written consent of the Purchaser, the Parent and the Seller hereby agree that they shall not, and shall not permit the Company to, take or agree or commit to take any actions under the Triggered Facilities without the prior written consent of the Purchaser other than those set forth in Schedule 8.3(c) of the Disclosure Letter. For the avoidance of doubt, a failure to provide consent to amend or waive (assuming compliance by the Parent and the Seller with their obligations in this clause 8.3) shall not constitute a breach of this clause 8.3 by the Parent or the Seller.

8.4 Subject to any applicable Laws, during the period from the Signing Date until the Completion, except:

(a) as otherwise contemplated by or necessary to effect the matters contemplated by the Transaction Agreements and the Reorganization;

(b) for matters identified in Schedule 8.4 of the Purchaser Disclosure Letter;

(c) as may otherwise be required by applicable Law or by the express terms of a Purchaser Benefit Plan; or

(d) as the Parent otherwise consents in writing in advance (which consent shall not be unreasonably withheld or delayed, it being understood and agreed that the Parent shall notify the Purchaser whether it grants or withholds its consent as promptly as practicable and, in the case of matters described by the Purchaser as exigent, within forty-eight (48) hours, any such consent to be confirmed by email).

AerCap shall (i) conduct its business in the ordinary course and (ii) not take any of the actions listed in Part B of Schedule 2.

8.5 AerCap and Purchaser shall, subject to Clause 8.8, use their reasonable best efforts to (a) obtain any waivers or amendments required to prevent a default or event of default under, and a breach or acceleration of, any Indebtedness, including the Debt Financing, of any AerCap Group Member that may arise out of or relate to the transactions contemplated by the Transaction Agreements or the Reorganization (any such Indebtedness, the "AerCap Triggered Facilities"); provided that notwithstanding anything in this Agreement to the contrary, the reasonable best efforts of AerCap and Purchaser shall not require AerCap or Purchaser to (i) pay any commitment or other similar fee or consent fee in excess of the amount set forth in Schedule 8.5 of the Purchaser Disclosure Letter, (ii) incur any other liability, (iii) take any action that would (x) unreasonably interfere with either AerCap's or Purchaser's ongoing business operations or (y) conflict with or violate laws, or result in a contravention of, or that would reasonably be expected to result in a violation or breach of, or default under, any material contract to which AerCap or any of its Subsidiaries is a party, (iv) modify, waive, amend or change the Revolving Credit Facility, the Debt Financing, any Alternative Financing or any other financing to be obtained by AerCap and/or the Purchaser in lieu of the Debt Financing, (v) provide any inducement or business to any of the lenders of any such Indebtedness or (vi) take any corporate action or execute any consent approving, or executing any document or agreement relating to, the AerCap Triggered Facilities (except only as will be effective at the Completion), and (b) as promptly as reasonably practicable after the date hereof, finalize the structure of the Reorganization.

8.6 Purchaser shall provide the waiver set forth on Schedule 8.6 of the Purchaser Disclosure Letter.

8.7 AerCap and Purchaser shall ensure that the entities listed on Schedule 8.7, Part A of the Purchaser Disclosure Letter shall guarantee the facilities listed on Schedule 8.7, Part B of the Purchaser Disclosure Letter following the Completion.

8.8 Prior to January 15, 2014, AerCap and the Purchaser shall not take any action to obtain the Tier 2 Amendments and shall not, except in connection with the Debt Financing, any Alternative Financing and any other financing in lieu of the Debt Financing, or as contemplated by Clause 8.3(a), have any discussions with any lenders under the Triggered Facilities or the AerCap Triggered Facilities regarding replacing or amending such facilities.

8.9 AerCap and the Purchaser shall (i) use reasonable best efforts to provide Seller and Parent with the information set forth on Schedule 8.9 of the Disclosure Letter as soon as practicable and (ii) provide Seller and Parent with such information no later than January 15, 2014.

9. AerCap Extraordinary General Meeting

9.1 AerCap shall take all action necessary in accordance with applicable law and its articles of association to duly call, give notice of, convene and hold an extraordinary general meeting of shareholders to be held prior to the termination of the Voting Agreement (as the duration of such Voting Agreement may be extended) (the **"AerCap Extraordinary General Meeting"**) in order to obtain the AerCap Shareholder Approval. For the avoidance of doubt, nothing contained in this Agreement or any other Transaction Agreement shall prevent AerCap from including on the agenda for the AerCap Extraordinary General Meeting (i) the items set forth on Schedule 9.1 of the Purchaser Disclosure Letter and (ii) any other matters that would not result in the violation of clause 8.4 or 11.14. AerCap shall procure that the appointment of the Shareholder Designees (as defined in the Shareholders' Agreement) set forth on Schedule 9.1 of the Disclosure Letter to the Board is proposed and recommended for approval by AerCap's shareholders in the agenda and proxy materials for the AerCap Extraordinary General Meeting. The Parent and Purchaser shall provide AerCap all information about such Shareholder Designees as shall be reasonably requested by the Board, any committee of the Board or AerCap (including, at a minimum, any information regarding such proposed Shareholder Designee to the extent required by applicable Law)

9.2 AerCap shall, through its Board of Directors, communicate the AerCap Board Recommendation to its shareholders unless there has been an Adverse Recommendation Change in accordance with clause 9.5 and shall use reasonable best efforts to obtain from its shareholders the AerCap Shareholder Approval.

9.3 AerCap shall use reasonable best efforts to do, and procure to be done, all those things necessary to ensure that the AerCap Shareholder Approval is obtained.

9.4 Notwithstanding anything in this Agreement to the contrary, the Parent shall cause any shares of AerCap Ordinary Shares beneficially owned by it or any of its Subsidiaries to be voted (including by proxy) in favor of the anticipated acquisition of the Company pursuant to article 2:107A of the civil code of the Netherlands (*Burgerlijk Wetboek*) and article 16.7 of AerCap's articles of association at the AerCap Extraordinary General Meeting.

9.5 Nothing in this clause 9 shall be deemed to prevent AerCap or the Board of Directors of AerCap from taking any action they are required to take under, and in compliance with, applicable Law (after consultation with its outside legal counsel); provided that the Board of Directors shall not effect an Adverse Recommendation Change unless it has determined in good faith (after consultation with its outside legal counsel) that, as a result of a development or change in circumstances that occurs or arises after the execution and delivery of this Agreement that was not known (or if known, the consequences of which were not known) to AerCap prior to the execution and delivery of this Agreement (an **"Intervening Event"**), failure to take such action would reasonably be expected to be inconsistent with the directors' fiduciary duties under applicable Law; provided, however, that AerCap may only take these actions described if:

(a) AerCap shall have provided prior written notice to Parent and the Seller, of its or the Board of Director's intention to take such actions at least four (4) Business Days in advance of taking such action, which notice shall specify, as applicable, the details of such Intervening Event;

(b) after providing such notice and prior to taking such actions, AerCap shall have, and shall have caused its Representatives to, negotiate with Parent and the Seller in good faith (to the extent Parent and the Seller desire to negotiate) for a period of four (4) Business Days to make adjustments in the terms and conditions of this Agreement as would permit AerCap and the Board of Directors of AerCap not to take such actions; and

(c) the Board of Directors of AerCap shall have considered in good faith any changes to this Agreement or other arrangements that may be offered in writing by Parent and the Seller by 5:00 PM EST on the fourth (4th) Business Day of such four (4) Business Day period and shall have determined in good faith, after consultation with outside counsel, that it would continue to be inconsistent with the directors' fiduciary duties under applicable Law not to effect the Adverse Recommendation Change if such changes offered in writing by Parent were given effect.

9.6 AerCap shall use its reasonable best efforts to cause the Stock Consideration to be listed on the New York Stock Exchange, subject to official notice of issuance, prior to the Completion.

10. Debt Financing

10.1 AerCap shall use, and shall cause its Subsidiaries to 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 obtain the Debt Financing on the terms and conditions described in the Credit Agreement and any related fee letters (the "**Fee Letters**"), including using reasonable best efforts (a) to maintain in effect the Credit Agreement, (b) to satisfy (or cause its Subsidiaries to satisfy) on a timely basis all conditions to obtaining the Debt Financing that are applicable to it and within its control as set forth in the Credit Agreement and (c) to consummate the Debt Financing contemplated by the Credit Agreement at or prior to the Completion and to timely cause the Lenders to fund the Debt Financing. In the event that any portion of the Debt Financing becomes unavailable on the terms and conditions set forth in the Credit Agreement, AerCap shall promptly notify the Parent and the Seller of such unavailability and, to its knowledge, the reason therefor, and AerCap shall use its reasonable best efforts to obtain, as promptly as practicable following the occurrence of such event, any such portion from alternative sources ("**Alternative Financing**") on terms that will enable AerCap to consummate the transactions contemplated hereby and that are not materially less favorable, taken as a whole, to the Company or AerCap (in the reasonable judgment of AerCap) than the terms set forth in the Credit Agreement. AerCap shall deliver to the Parent and the Seller true and complete copies of all agreements pursuant to which any such alternative source shall have committed to

provide AerCap with the Alternative Financing (except for customary non-disclosure agreements and except that fee letters and engagement letters may be redacted in a customary manner). AerCap shall not agree to (x) any consent, amendment, supplement or other modification to the Credit Agreement that purports to assign any Lender's obligation to fund under the Credit Agreement on the Completion Date or (y) any other assignment of funding obligations under the Credit Agreement, in each case, prior to the funding of the Debt Financing on the Completion Date, in either case without the Parent's prior written consent. Except as contemplated in the "market flex" provisions of the Fee Letters, AerCap shall not agree to or permit, without the Parent's prior written consent, any amendment, supplement or other modification of, or any waiver of any of its rights under, the Credit Agreement if such amendment, supplement, modification or waiver (A) reduces the aggregate amount of the Debt Financing, (B) adds any covenants or conditions, compliance with which would result in a breach or default under any Indebtedness of any Company Group Member, or (C) imposes new or additional conditions or otherwise expands, amends or modifies any of the conditions to the receipt of the Debt Financing in a manner that would reasonably be expected to (I) delay or prevent the Completion, (II) make the funding of the Debt Financing (or satisfaction of the conditions to obtaining the Debt Financing) less likely to occur, (III) reduce the aggregate amount of the Debt Financing or (IV) adversely impact the ability of AerCap to consummate the transactions contemplated by this Agreement or the likelihood of AerCap doing so or (V) adversely impact the ability of AerCap to enforce its rights against other parties to the Credit Agreement or the other definitive agreements relating to the Debt Financing. AerCap shall promptly deliver to Parent, Seller and the Company copies of any amendment, supplement or other modification of the Credit Agreement that either (x) is otherwise permitted under this clause 10.1 or (y) has been consented to in writing by the Parent. AerCap shall give the Parent and the Seller prompt written notice of (x) any material breach by any party to the Credit Agreement of which AerCap becomes aware or any termination of the Credit Agreement, or (y) any material dispute or disagreement between or among AerCap, on the one hand, and the Lenders on the other hand, or, to the knowledge of AerCap, among any Lenders to the Credit Agreement or the definitive agreements related thereto with respect to the obligation to fund any of the Debt Financing or the amount of the Debt Financing to be funded at Completion. If at any time for any reason AerCap believes in good faith that it will not be able to obtain all or any portion of the Debt Financing on the terms and conditions, in the manner or from the sources contemplated by the Credit Agreement or the definitive agreements related thereto, AerCap shall deliver prompt written notice to the Seller. AerCap shall keep the Seller informed on a reasonably current basis in reasonable detail of the status of its efforts to arrange the Debt Financing and provide to the Seller copies of all related documents. In no event shall the unavailability of any funds or financing (including, for the avoidance of doubt, the Debt Financing) by or to AerCap or any of its Affiliates or compliance by AerCap with this clause 10.1 excuse AerCap or any of its Affiliates from performance of any of its respective obligations hereunder.

10.2 Prior to the Completion, each of the Parent and the Seller shall use its reasonable best efforts, and shall cause each Company Group Member to use its reasonable best efforts, and shall cause the respective representatives of the Parent, the Seller and the Company to use their reasonable best efforts, in each case at AerCap's expense, to provide such customary cooperation to AerCap as may be reasonably required or requested in connection with the Debt Financing or other financing to be obtained by AerCap and/or the Purchaser in lieu of the Debt Financing, including (a) cooperating with the marketing efforts for the Debt Financing, including participating (including by way of causing management, officers and advisors to so participate) in a reasonable number of meetings, due diligence sessions, "roadshows", drafting sessions, lender presentations and sessions with rating agencies and prospective lenders, (b) cooperating to facilitate the pledging of, granting of security interests in and obtaining perfection of any Liens on, collateral in connection with the Debt Financing (including any field exams, appraisals and environmental due diligence reasonably requested by AerCap) and using reasonable best efforts to obtain such consents, approvals and authorizations which shall be reasonably requested by AerCap to permit pledging of collateral, to the extent required in connection with the Debt Financing, (c) facilitating the receipt of documentation that will evidence the repayment of existing Indebtedness, if any, of each Company Group Member required to be repaid in connection with the Debt Financing and releases of any Liens securing existing Indebtedness of each Company Group Member, in each case upon the repayment of such Indebtedness substantially concurrently with the initial funding of the Debt Financing, (d) assisting with negotiating, entering into, executing and delivering amendments or waivers to existing Indebtedness of each Company Group Member to the extent that AerCap determines to be necessary or desirable and any intercreditor agreements, guarantee agreements, pledge and security documents, indentures, other definitive financing documents or other requested certificates or documents, including corporate and similar resolutions, closing, officer and secretary certificates, (e) assisting in obtaining such customary legal opinions as reasonably requested by AerCap (provided that none of the Parent, the Seller, any of their Affiliates, or any of their respective legal counsel shall be obligated to render any such legal opinions) and customary comfort letters (including customary negative assurance) and consents from the independent accountants of the Company for the use of their reports and materials in any offering memorandum as reasonably requested by AerCap in connection with the Debt Financing, including, in each case by executing and delivering customary representation letters to the independent accountants of the Company related thereto, (f) providing any information as may be required under "know your customer" and anti-money-laundering rules and regulations, (g) permitting any cash and marketable securities of each Company Group Member to be made available to AerCap at the Completion that would not adversely affect Parent's or Seller's ability to fulfill their obligations under clause 8.3, (h) assisting in obtaining an updated public corporate credit/family rating from Moody's Investor Services, a public corporate credit rating from Standard & Poor's Ratings Services LLC, a division of The McGraw Hill Corporation, and Fitch Ratings,

Inc., in connection with the Debt Financing, (i) furnishing AerCap and the Lenders (X) within 40 days after the end of any fiscal quarter ending after the date hereof that is not a fiscal year end, with the unaudited consolidated balance sheet of the Company as of the end of such quarter and the related unaudited statements of income and cash flows, which shall have been reviewed by the Company's accountants as provided in SAS 100, (Y) within 60 days after the end of any fiscal year ending after the date hereof, with the audited consolidated balance sheet of the Company as of the end of such fiscal year and the related audited statements of income and cash flows and (Z) as promptly as reasonably practicable, such other pertinent financial and other information as AerCap shall reasonably request in order to consummate the Debt Financing, including, (x) in the case of an offering of notes or other securities, all Company information, financial statements and financial data of a type and form customarily included in an offering memorandum with respect to a private placement pursuant to Rule 144A under the Securities Act for financings similar to the Debt Financing, and (y) in the case of loans, information and documents relating to the Company Group Members customary for use in information documents with respect to the placement, arrangement or syndication of loans of the type contemplated by the Credit Agreement, including customary authorization letters to the Lenders authorizing the distribution of information pertaining to the Company Group Members to prospective lenders, containing a customary "10b-5" representation with respect to information provided by the Company Group Members and a representation that any public-side version of such information does not include material nonpublic information; and (j) providing, and causing the accountants for the Company Group to provide, such reasonable cooperation as may be requested by AerCap to facilitate the preparation of pro forma financial statements by AerCap (provided that AerCap shall provide to the Company reasonably in advance (a) any post-Completion or pro forma cost savings, capitalization and other post-Completion or pro forma adjustments (and the assumptions relating thereto) desired by AerCap to be reflected in such pro forma and summary financial data and (b) any other information that may be reasonably and timely requested by the Company concerning the assumptions underlying the post-Completion or pro forma adjustments to be made in such pro forma and summary financial data, which assumptions shall be the responsibility of AerCap); provided, however, that notwithstanding anything in this Agreement to the contrary, none of the Parent, the Seller or the Company shall (i) be required to pay any commitment or other similar fee or consent fee, other than as set forth hereunder, (ii) have prior to the Completion any liability or obligation under the Credit Agreement, any loan agreement or certifications or any related document or any other agreement or document related to the Debt Financing, (iii) be required to incur prior to the Completion any other liability (other than out-of pocket and other expenses in connection with cooperation with AerCap contemplated by this clause 10.2, it being understood that all such out-of-pocket and other expenses shall be subject to reimbursement by AerCap in accordance with the last sentence of this clause 10.2) in connection with the Debt Financing, (iv) take any action that would (x) unreasonably interfere with its or the

Company's ongoing business operations (except only if such effect does not arise until after the Completion) or (y) conflict with or violate laws or the Credit Agreement, or result in a contravention of, or that would reasonably be expected to result in a violation or breach of, or default under, any material contract to which the Company or any of its Subsidiaries is a party, (v) be required to modify, waive, amend or change the Revolving Credit Facility or enter into any intercreditor, subordination or other agreement in connection therewith, (vi) be required to agree to provide any inducement or business to any of the Lenders or (vii) except only as will be effective at the Completion, take any corporate action or execute any consent approving, or executing any document or agreement relating to, the Debt Financing. Nothing contained in this clause 10.2 and under clause 8.3 or otherwise shall require parent or any Company Group Member, prior to Completion, to be an insurer or obligor with respect to the Debt Financing. The Seller hereby consents to the use of trademarks, service marks and logos of the Company Group Members in connection with the arranging of the Debt Financing (including in any rating agency presentation, bank information memoranda, offering memoranda and/or any private placement memoranda), provided that such logos are used solely in a manner that is not intended to or reasonably likely to harm or disparage the Company or any of its Subsidiaries or the reputation or the goodwill of the Company or any of its Subsidiaries or any of their respective intellectual property rights. AerCap (x) shall, promptly upon request by the Parent and the Seller, reimburse the Parent and the Seller for all reasonable and documented out-of-pocket costs (including reasonable attorney's fees) incurred by the Parent, the Seller or the Company and its Subsidiaries in connection with such cooperation in compliance with their respective obligations under this clause 10.2 and shall indemnify and hold harmless the Parent, the Seller and the Company and its Subsidiaries, and their respective Representatives, for any and all Losses actually suffered or incurred by them in connection with the arrangement of the Debt Financing, any action taken by them at the request of Parent pursuant to this clause 10.2 and any information utilized in connection therewith (other than information provided in writing by the Company or its Subsidiaries specifically for use in connection therewith) and (y) acknowledges and agrees that the Parent, the Seller, the Company and their respective representatives shall not have any responsibility for, or incur any liability to any person prior to the Completion under, the Debt Financing. In the event of any inconsistency between this clause 10.2 and clause 8.3, clause 8.3 will prevail.

10.3 AerCap and the Purchaser shall cause any Debt Financing, Alternative Financing or the any amendments or refinancing of the AerCap revolving credit facility to not include any provision which would prohibit or impede or limit in any way AerCap or the Purchaser from making any payments required under clause 7.2 or any other payments to Parent or Seller required pursuant to this Agreement or any other Transaction Agreement.

11. Undertakings

11.1 Following the Completion, AerCap and the Purchaser on the one hand and the Parent and the Seller on the other shall promptly make or cause to be made (which shall in no event be later than any date required by applicable Law) all filings and notifications with all Governmental Authorities that are necessary, proper or advisable to complete and make effective the transactions contemplated by the Transaction Agreements or as required by applicable Law. Before making or causing to be made any of the foregoing filings or notifications, subject to applicable Laws relating to the sharing of information, the relevant party shall provide the other with a draft of the filing or notification and a reasonable opportunity to review such draft, and shall consider in good faith the views of such other party regarding such filing or notification. Promptly after any of the foregoing filings or notifications have been made, the relevant party shall provide a copy thereof to the other party, subject to applicable Law.

11.2 Nothing in clause 11.1 shall require any party or any of their respective Affiliates or Representatives to disclose:

(a) any information that in the reasonable judgment of such party would result in the disclosure of any trade secrets of third parties or violate any of its obligations with respect to confidentiality; or

(b) any privileged information or confidential competitive information of any party,

unless required by, or in accordance with, an order, ruling or determination of a Governmental Authority or applicable Law.

11.3 The Parent and the Seller covenant and undertake to AerCap and the Purchaser that, except actions involving solely AerCap, the Purchaser and their Affiliates, from the Signing Date until the Completion Date (or earlier termination of this Agreement in accordance with the terms contained herein), neither the Parent nor the Seller shall, and the Parent and the Seller shall cause the Company Group and its, directors, officers, employees, agents or Representatives not to, directly or indirectly, (i) solicit any offers or proposals from any person relating to the sale, disposition, issuance, grant or other transfer of any securities, material assets or business of any of the Company Group Members (other than sale of assets in the ordinary course of business or as expressly permitted by this Agreement) or any other material transaction that would prevent, materially delay or materially impede the ability of the Seller to consummate the transactions contemplated by this Agreement by the Long-Stop Date (other than as permitted by this Agreement) (any of the foregoing other than the transactions contemplated by this Agreement, a **"Competing Transaction"**), (ii) enter into or continue any discussion or negotiation in respect of a Competing Transaction, or provide any confidential information to any person in connection with a Competing Transaction, (iii) enter into any definitive documentation in connection with or

consummate any Competing Transaction or (iv) file any amendments to or make any other filing with the SEC with respect to the Company Prospectus, including any public or publicly available correspondence with respect thereto, or request that the Company Prospectus be declared effective by the SEC or make any public announcements with respect to an initial public offering of the Company, notwithstanding the fact that any such failure to file or other inaction may result in the Company Prospectus being deemed stale by the SEC. On the Completion Date, the Seller shall cause ILFC Holdings, Inc. to file a Registration Withdrawal Request on Form RW with the SEC with respect to the Company Prospectus. For the avoidance of doubt, the Seller and the Parent may take any action reasonably necessary or advisable in furtherance of an initial public offering of the Company not otherwise prohibited by this clause 11.3 or this Agreement.

11.4 The Seller shall procure that, on or prior to the Completion Date, each Company Group Member terminate its participation in each Benefit Plan that is not a Company Benefit Plan, and in no event shall any Company Employee be entitled to accrue any benefits under such Benefit Plans with respect to services rendered or compensation paid on or after the Completion Date. The applicable Company Group Member shall retain all rights, liabilities and obligations under each Company Benefit Plan on and after the Completion Date (whether such rights, liabilities or obligations arose or arise before, on or after the Completion Date), and Parent and its Affiliates (other than the Company and its Subsidiaries) shall have no liabilities or obligations thereunder and shall be fully indemnified by AerCap, the Purchaser and the Company and its Subsidiaries against any Losses in respect thereof. The Parent or one or more of its Affiliates (other than the Company and its Subsidiaries) shall retain all rights, liabilities and obligations in respect of each Benefit Plan that is not a Company Benefit Plan on and after the Completion Date (whether such rights, liabilities or obligations arose or arise before, on or after the Completion), and AerCap, the Purchaser and the Company and its Subsidiaries shall have no liabilities or obligations thereunder and shall be fully indemnified by the Parent and the Seller against any Losses in respect thereof. For the avoidance of doubt and without limiting the generality of the previous sentence, in respect of the Equity Arrangements (i) the Parent or one or more of its Affiliates (other than the Company and its Subsidiaries) shall retain all liabilities and obligations in respect thereof (whether such liabilities or obligations arose or arise before, on or after the Completion), and (ii) with respect to awards thereunder held by Company Employees, the Parent and its Affiliates shall not take any actions to accelerate the vesting thereof, and shall not otherwise cause or allow an acceleration of the vesting or an accelerated payment or cashout thereof (other than in accordance with the terms thereof through the exercise of a previously vested stock option by a Company Employee) during the period commencing on the Signing Date and ending on the Completion Date. Following the Completion Date, the Purchaser shall or shall cause the Company to: (x) pay in cash all outstanding awards held by a Company Employee under the Parent 2013 Long-Term Incentive Plan for ILFC Employees, the Parent 2012 Long-Term Incentive Plan for ILFC Employees, the 2013 Long-Term Incentive Plan for Employees of AeroTurbine, the 2013 ILFC Short-Term Incentive Plan and the

2013 AeroTurbine Short-Term Incentive Plan, in each case in accordance with the terms thereof; (y) pay in cash on the regularly scheduled payment date(s) pursuant to instructions provided by Seller, all stock salary, variable cash grants and variable stock awards and TARP-related RSUs (the **"TARP Compensation"**); (z) pay in cash all outstanding awards held by a Company Employee under any Pay Status Plan, in each case in accordance with the terms thereof, in case of each of clauses (x), (y) and (z) that were previously granted to a Company Employee but remain unpaid on the Completion Date, provided, however, that (a) the aggregate amount of AerCap, the Purchaser and the Company and its Subsidiaries' liabilities in respect of TARP Compensation that has not been paid prior to the date of this Agreement shall not exceed the amount set forth on Schedule 11.4(y) of the Disclosure Letter, and the Parent and the Seller agree to bear all liabilities in excess of such amount and (b) the aggregate amount of AerCap, the Purchaser and the Company and its Subsidiaries' liabilities under each Pay Status Plan as to amounts that have not been paid prior to the date of this Agreement shall not exceed the applicable amount set forth on Schedule 11.4(z) of the Disclosure Letter, and the Parent and the Seller agree to bear all liabilities in excess of any such amount. Notwithstanding the foregoing, as to any Benefit Plan that does not provide for proration of awards following a termination without "Cause" or any equivalent term (as defined in the applicable Benefit Plan), AerCap, the Purchaser and the Company and its Subsidiaries shall not, except to the extent set forth in Schedule 11.4, have any liabilities or obligations in respect of the payment owed thereunder to an award recipient whose employment terminates prior to the completion of the performance period (the "**Non-Prorated LTIP Amount**") in excess of the Non-Prorated LTIP Amount prorated based on the award recipient's service during the portion of the applicable performance period through the award recipient's termination date (such amount, the "**Prorated LTIP Amount**"), and AerCap, the Purchaser and the Company and its Subsidiaries shall be fully indemnified by the Parent and the Seller against any Losses in respect of the difference between the full Non-Prorated LTIP Amount and the Prorated LTIP Amount, except to the extent AerCap, the Purchaser and the Company and its Subsidiaries have additional liabilities and obligations with respect to the Non-Prorated LTIP Amount, as set forth in Schedule 11.4. Not later than 45 days following the end of each calendar year following the Completion Date, Parent, the Seller or one of their Affiliates shall pay to Purchaser or its designee cash in an amount equal to the amount of any liability under clause 11.4, 11.6, 11.7 or 11.8 paid by AerCap, the Purchaser and the Company and its Subsidiaries which the Parent and the Seller have agreed to bear under such clauses; provided, that, (I) with respect to the TARP Compensation, such payments shall begin to be made as aforesaid only if and when the amount set forth in Schedule 11.4(y) of the Disclosure Letter is first exceeded, and (II) with respect to the liability under clause 11.6(b) paid by AerCap, the Purchaser and the Company and its Subsidiaries, (A) the amount of the payment to the Purchaser or its designee (calculated without regard to this proviso) shall be reduced (but not below zero) by the forfeiture of unvested amounts under the Replacement DC Plan (as defined below) during the period commencing at the date of this Agreement and ending

on the first anniversary of the Completion Date, and (B) the payment to the Purchaser or its designee in respect of the liability under clause 11.6(b) paid by AerCap, the Purchaser and the Company and its Subsidiaries after giving effect to clause 11.4(II)(A) (if any) shall be made not later than 45 days following the period referred to in clause 11.4(II)(A). For the avoidance of doubt, in no event shall the allocation of liability as between the Purchaser, the Company and its Subsidiaries hereunder, on the one hand, or the Parent, the Seller and their Subsidiaries (other than the Company and its Subsidiaries), on the other hand, be construed to enlarge or reduce the amount of any compensation required to be paid to a Company Employee or a Pre-Completion Company Employee under the applicable Benefit Plan or arrangement or require a payment to be made directly to a Company Employee or a Pre-Completion Company Employee by any Person other than the Company and its Subsidiaries hereunder.

11.5 On or prior to the Completion Date, the Seller shall procure that, to the extent permitted by applicable Law:

(a) the employment of each employee of the Seller or any of its Affiliates whose duties relate primarily to the Business shall be transferred to the Company or such other Company Group Member as AerCap or Purchaser shall designate; and

(b) the employment of each employee of any Company Group Member whose duties do not relate primarily to the Business shall be transferred to the Seller or an Affiliate (other than a Company Group Member).

11.6 (a) From and after the Completion Date, the Seller shall, or shall procure that one or more of its Affiliates (other than the Company and its Subsidiaries) shall, assume or retain all liabilities and obligations under the Parent Non Qualified Retirement Income Plan and the Robert Duncan Supplemental Plan with respect to any Company Employee and any former employee of the Company and its Subsidiaries whose name is set forth on Schedule 11.6(a) of the Disclosure Letter (the **"Retained NQ Liabilities"**), and the Seller shall procure that the Retained NQ Liabilities shall be paid in accordance with their terms under one or more nonqualified retirement plans maintained or adopted by the Seller or one or more of its Affiliates (other than the Company and its Subsidiaries). (b) Effective as of the Completion Date, the Purchaser shall provide that the Company shall adopt a nonqualified defined contribution retirement plan (the **"Replacement DC Plan"**) and shall make a contribution to the Replacement DC Plan in an amount necessary to provide allocations to each Company Employee whose name is set forth on Schedule 11.6(b)(i) of the Disclosure Letter that are equivalent, on a benefits basis, determined using reasonable actuarial assumptions, to each such Company Employee's unvested accrued benefit under the Parent Non-Qualified Retirement Income Plan as of the Completion Date, and the Purchaser shall provide that the time and form of such benefits shall be paid in accordance with the terms of the Replacement DC Plan consistent with Section 409A of the U.S. Tax Code, provided, however, that the aggregate amount of the Purchaser and the

Company and its Subsidiaries' liabilities under this clause 11.6(b) shall not exceed the amount set forth on Schedule 11.6(b)(ii) of the Disclosure Letter, and the Parent and the Seller agree to bear all liabilities in excess of such amount. For the avoidance of doubt, from and after the Completion Date, the Seller shall have no liability or obligation in respect of any Company Employee listed in Schedule 11.6(b) of the Disclosure Letter under the Parent Non-Qualified Retirement Income Plan. (c) Not later than 45 days following the Completion Date, the Purchaser shall pay or cause to be paid to the Seller or its designee cash in an amount equal to the Retained NQ Liabilities, provided, however, that the aggregate amount of the Purchaser's liabilities under this clause 11.6(c) shall not exceed the amount set forth on Schedule 11.6(c) of the Disclosure Letter, and the Parent and the Seller agree to bear all liabilities in excess of such amount. For the avoidance of doubt, nothing in this clause 11.6 shall limit the applicability of clause 11.4 with regard to the treatment of Benefit Plans that are not Company Benefit Plans.

11.7 As to each Company Employee, (x) during the period commencing on the Completion Date and ending on the first anniversary of the Completion Date, the Purchaser shall maintain the terms and conditions of the severance policy, practice or arrangement of the Seller or its Affiliates in which the Company Employee participates immediately before the Completion Date (the "**Applicable ILFC Severance Policy**") as enhanced as set forth in Schedule 11.7 of the Disclosure Letter (if applicable), and (y) during the period commencing on the first day following the first anniversary of the Completion Date and ending on the third anniversary of the Completion Date, the Purchaser shall maintain the terms and conditions of the Applicable ILFC Severance Policy (for avoidance of doubt, without the enhancement referred to in clause (x)), and in each case taking into account the Company Employee's length of service with the Seller and its Affiliates prior to the Completion Date and length of service with each Company Group Member on and after the Completion Date, provided, however, that the aggregate amount of the Purchaser and the Company and its Subsidiaries' liabilities under this clause 11.7 shall not exceed the amount set forth on Schedule 11.7(x) of the Disclosure Letter, and the Parent and the Seller agree to bear all liabilities in excess of such amount.

11.8 With effect from and after the Completion Date, the Purchaser shall, or shall procure that the Company or another of its Subsidiaries shall, assume or retain all liabilities and obligations under the Parent 2013 Completion Plan for ILFC Employees (the "**Completion Plan**") with respect to awards payable solely as a result of the Completion, which, for the avoidance of doubt, excludes any awards payable as a result of a covered termination of employment thereunder, provided, however, that the aggregate amount of the Purchaser and the Company and its Subsidiaries' liabilities under this clause 11.8 shall not exceed the amount set forth on Schedule 11.8 of the Disclosure Letter, and the Parent and the Seller agree to bear all liabilities in excess of such amount. The Seller shall, or shall procure that one or more of its Affiliates (other than the Company and its Subsidiaries) shall, assume or retain all liabilities and obligations under the Completion Plan with respect to covered terminations of employment thereunder that occur prior to the Completion.

11.9 The Purchaser shall, or shall procure that the Company or another of its Subsidiaries shall, for a period beginning on the Completion Date and ending on, if the Completion occurs on or before June 30, 2014, December 31, 2014 or, if the Completion occurs after June 30, 2014, December 31, 2015 (the **"Benefits Continuation Period"**), pay or provide or cause to be paid or provided to each Company Employee, for the period during the Benefits Continuation Period that such Company Employee continues as an employee of the Company or any of its Subsidiaries, salary, wages, medical, dental, vision, life insurance and defined contribution retirement benefits that are comparable in the aggregate to those provided prior to the Completion Date under the Company Benefit Plans in each case excluding severance (for which clause 11.7 shall apply), annual cash incentives and long-term cash- or equity-based incentive compensation. In addition, from and after the Completion Date, the Purchaser shall, or shall cause the Company and its Subsidiaries to, credit the Company Employees with the same amount of service as was credited by the Company and its Subsidiaries prior to the Completion Date (i) for eligibility and vesting purposes under employee benefit plans and (ii) for purposes of vacation or other paid time off benefit determinations, in the case of each of (i) and (ii) under any benefit or compensation plan, program, agreement or arrangement in which they participate of the Purchaser or the Company any of its Subsidiaries on or after the Completion Date, except to the extent that such a credit would result in the duplication of benefits. Nothing contained herein, express or implied, is intended to confer upon any Company Employee any right to continued employment for any period or continued receipt of any specific employee benefit, or shall constitute an amendment to or any other modification of any Company Benefit Plan.

11.10 Immediately prior to the Completion, the Parent shall, and shall cause the Company to, enter into an amended and restated Litigation Agreement in the form of Schedule 11.10 of the Disclosure Letter (the **"Amended and Restated Litigation Agreement"**), which shall amend, restate and replace in its entirety the Litigation Agreement currently in effect.

11.11 [Reserved]

11.12 [Reserved]

11.13 Prior to the Completion, as may be reasonably requested by AerCap, each of the Parent and the Seller shall, and shall cause each Company Group Member to, conduct preparations and related actions in connection with the Reorganization. Notwithstanding the foregoing, neither the Parent nor the Seller shall be required to (i) incur any liability (other than out-of-pocket and other expenses pursuant to this clause 11.13, it being understood that all such out-of-pocket and other expenses shall be subject to reimbursement by AerCap in accordance with the last

sentence of this clause 11.13) in connection with the Reorganization or (ii) except only as will be effective upon the Completion, take any corporate action approving, or execute any document or agreement to effect the Reorganization. AerCap shall, promptly upon request by the Parent and the Seller, reimburse the Parent and the Seller for all reasonable and documented out-of-pocket costs and expenses (including reasonable professionals' fees) incurred by the Parent, the Seller or any Company Group Member in compliance with their respective obligations under this clause 11.13.

11.14 No later than ten (10) Business Days prior to the Completion Date, the Parent and the Seller shall deliver to the Purchaser a statement setting forth a reasonably detailed calculation of the amount of the Aggregate Current Tax Liabilities Payment, together with reasonably detailed supporting documentation and any related materials reasonably requested by the Purchaser.

11.15 (a) Subject to clause 11.15(b), the Purchaser and AerCap covenant and undertake to Parent and Seller that, except actions involving solely Parent and Seller, AerCap and its Affiliates, from the Signing Date until the Completion Date (or earlier termination of this Agreement in accordance with the terms contained herein), neither the Purchaser nor AerCap shall, and AerCap shall cause its Subsidiaries and its directors, officers, employees, agents or Representatives not to, directly or indirectly, (i) solicit any offers or proposals from any Person relating to the sale, disposition, issuance, grant or other transfer of any securities, material assets or business of any of AerCap or its Subsidiaries (other than sales of assets in the ordinary course of business or as expressly permitted by this Agreement) if the public disclosure of such offer or proposal would reasonably be expected to cause the AerCap Shareholder Approval to not be obtained or any other material transaction that would prevent, materially delay or materially impede the ability of the Purchaser or AerCap to consummate the transactions contemplated by this Agreement by the Long-Stop Date (other than as permitted by this Agreement) (any of the foregoing other than the transactions contemplated by this Agreement, an **"AerCap Competing Proposal"**), (ii) enter into or continue any discussion or negotiation in respect of an AerCap Competing Proposal, or provide any confidential information to any Person in connection with an AerCap Competing Proposal, or (iii) enter into any definitive documentation in connection with or consummate any AerCap Competing Proposal; provided that if prior to the time that the AerCap Shareholder Approval is obtained, AerCap receives from any Person a bona fide AerCap Competing Proposal that did not result from a breach of any provision of this clause 11.15, AerCap and its Representatives may contact such Person to (i) request that such Person submit such AerCap Competing Proposal in writing and/or (ii) consult with such Person solely for the purpose of clarifying the terms of the AerCap Competing Proposal.

(b) If, prior to the time the AerCap Shareholder Approval is obtained, AerCap receives a bona fide written AerCap Competing Proposal from any Person that did not result from a breach of any provision of this clause 11.15 and that the Board of Directors of AerCap concludes in good faith, after consultation with its independent financial advisor and outside legal counsel, constitutes a Superior Proposal or would reasonably be expected to result in a Superior Proposal, (x) AerCap and its Representatives may provide non-public information with regard to AerCap and its Subsidiaries in response to a request therefor by such Person if AerCap receives from such Person (or has received from such Person) an executed Acceptable Confidentiality Agreement (a copy of which AerCap shall promptly (but in any event, within 24 hours) provide to Parent following execution thereof), provided that AerCap shall promptly (but in any event, within 24 hours) make available to Parent and Seller any non-public information concerning AerCap or its Subsidiaries that is provided to any Person given such access which was not previously made available to Parent or Seller, and (y) AerCap and its Representatives may engage or participate in any discussions or negotiations with such Person, in each case, provided that the Board of Directors of AerCap concludes in good faith, after consultation with its outside legal counsel, that failure to take such action described in the foregoing clauses (x) or (y) would reasonably be expected to be inconsistent with the directors' fiduciary duties under applicable Law.

(c) From and after the date of this Agreement until the time the AerCap Shareholder Approval is obtained, AerCap shall promptly notify Parent orally (and then in writing within 24 hours) after it or any of its Subsidiaries has received any request for discussions or negotiations, any request for access to the properties or books and records of AerCap or any of its Subsidiaries of which AerCap or any of its Subsidiaries or any of their respective Representatives is or has become aware, or any request for information relating to AerCap or any of its Subsidiaries, in each case, in connection with an AerCap Competing Proposal or any proposal, inquiry, offer or request relating to or constituting an AerCap Competing Proposal or a potential AerCap Competing Proposal or any amendments to the financial or material terms of the foregoing. Such notice to Parent shall indicate the identity of the Person making such proposal or request and the material terms and conditions of such proposal, if any. AerCap shall keep Parent reasonably informed on a current basis (and in any event within 24 hours) of the status of any material developments, discussions or negotiations regarding any such AerCap Competing Proposal or any change to the financial or material terms of any such AerCap Competing Proposal, including by providing a copy, if applicable, of any written requests, proposals or offers, including proposed agreements, regarding any such AerCap Competing Proposal within twenty-four (24) hours after the receipt thereof.

11.16 No later than the first date on which the Parent or the Seller could make any offering of AerCap Ordinary Shares pursuant to the Registration Rights Agreement, AerCap shall prepare and file a shelf registration statement under the Securities Act on Form F-3 or S-3, as applicable, providing for the public offering and resale of all of the shares of Stock Consideration, on a continuous or delayed basis pursuant to Rule 415 of the Securities Act and to the extent such shelf registration statement has not yet been declared effective or is not automatically effective upon filing, cause such shelf registration statement to be declared or become effective, subject to the terms and conditions of the Registration Rights Agreement.

11.17

(a) Prior to Completion, Parent shall notify AerCap in writing as soon as practicable upon obtaining knowledge of any legal proceedings (including any proceeding or any investigation by or before any Governmental Authority) pending or threatened in writing against any member of the Company Group or to which any of their respective assets are subject which would reasonably be expected to result in Losses in excess of US$50 million or any permanent injunction or other form of equitable relief which would or would reasonably be expected to have a Material Adverse Effect.

(b) Prior to Completion, AerCap shall notify Parent in writing as soon as practicable upon obtaining knowledge of any legal proceedings (including any proceeding or any investigation by or before any Governmental Authority) pending or threatened in writing against any member of the Purchaser Group or to which any of their respective assets are subject which would reasonably be expected to result in Losses in excess of US$50 million or any permanent injunction or other form of equitable relief which would or would reasonably be expected to have a Purchaser Material Adverse Effect.

12. Access to Information

12.1 In addition to the provisions of clauses 12.5 and 16.4, from and after the Completion Date, at the request or the direction of or as required by a Governmental Authority, or as required in connection with the preparation of Tax Returns, in each case subject to any applicable Law and any applicable legal privileges, upon reasonable prior notice, AerCap shall, and shall cause the Company Group Members to:

(a) afford the Parent, the Seller and their respective Affiliates and their respective Representatives reasonable access, during normal business hours, to the offices, properties, books, data, files, information and records of the Company Group in respect of the businesses conducted by it as at Completion (including Tax Returns and other information and documents relating to Tax matters);

(b) furnish to the Parent, the Seller or their respective Affiliates and their respective Representatives such additional financial data and other information regarding the Company Group and the businesses conducted by it as at Completion as the Parent, the Seller, their respective Affiliates or their respective Representatives may from time to time reasonably request (including Tax Returns and other information and documents relating to Tax matters);

(c) make available to the Parent and its Affiliates and their respective Representatives, reasonable access during regular business hours to the employees of AerCap and the Company Group Members in respect of the Company and the businesses conducted by it whose assistance, expertise, testimony, notes and recollections or presence is necessary to assist the Parent or its Affiliates in connection with the preparation of Tax Returns (including related discussions with any Tax Authority),

in each case to the extent required for the purposes set out in the preamble to this clause 12.1 and provided that: (i) nothing in this clause 12.1 shall require AerCap to do anything which would unreasonably interfere with the business or operations of AerCap or any of its Affiliates; (ii) the auditors and independent accountants of AerCap or the Company Group Members shall not be obligated to make any work papers available to any Person unless and until such Person has signed a customary confidentiality and hold harmless agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants; and (iii) subject to using all reasonable efforts to redact or edit the relevant Tax Return (or portion thereof) or Tax related work papers, none of AerCap or any of its Affiliates (including the Company Group) shall be required to disclose any Tax Return (or portion thereof) or Tax related work papers that does not relate exclusively to one or more Company Group Members. The Parent or the Seller shall reimburse AerCap promptly for any reasonable out-of-pocket expenses incurred by AerCap and its Affiliates (including the Company) in complying with any request by or on behalf of the Parent, the Seller and their respective Affiliates in connection with this clause 12.1.

12.2 In addition to the provisions of clauses 12.5 and 16.4, from and after the Completion Date, at the request or direction of or as required by a Governmental Authority or as required in connection with the preparation of Tax Returns, in each case subject to any applicable Law, any applicable legal privileges, upon reasonable prior notice, the Parent and the Seller shall, and shall cause their respective Affiliates and Representatives to:

(a) afford the Purchaser and its Affiliates and their respective Representatives reasonable access, during normal business hours, to the offices, properties, books, data, files, information and records of the Seller and its Affiliates in respect of the Company and the businesses conducted by it (including, for the avoidance of doubt, Tax Returns and other information and documents relating to Tax matters);

(b) furnish to the Purchaser and its Affiliates and their respective Representatives such additional financial data and other information regarding the Company and the businesses conducted by it as the Purchaser, its Affiliates or their respective Representatives may from time to time reasonably request (including, for the avoidance of doubt, Tax Returns and other information and documents relating to Tax matters);

(c) make available to the Purchaser and its Affiliates and their respective Representatives, reasonable access during regular business hours to the employees of the Seller and its Affiliates in respect of the Company and the businesses conducted by it whose assistance, expertise, testimony, notes and recollections or presence is necessary to assist the Purchaser or its Affiliates in connection with the preparation of Tax Returns (including related discussions with any Tax Authority); and

in each case to the extent required for the purposes set out in the preamble to this clause 12.2, and provided that (i) nothing in this clause 12.2 shall require the Parent or the Seller to do anything which would unreasonably interfere with the business or operations of the Parent, the Seller or any of their respective Affiliates; (ii) the auditors and independent accountants of the Parent, the Seller or their respective Affiliates shall not be obligated to make any work papers available to any Person unless and until such Person has signed a customary confidentiality and hold harmless agreement relating to such access to work papers in form and substance reasonable acceptable to such auditors or accountants; and (iii) subject to using all reasonable efforts to redact or edit the relevant Tax Return (or portion thereof) or Tax related work papers, none of the Parent, the Seller or any of their respective Affiliates shall be required to disclose any Tax Return (or portion thereof) or Tax related work papers that does not relate exclusively to a Company Group Member.

12.3 If so reasonably requested by the Purchaser, the Parent and the Seller, for themselves and their respective Affiliates, as applicable, agree that they shall enter into a customary joint defense agreement in connection with obtaining any Governmental Approvals related to the transactions contemplated by this Agreement in a form acceptable to the Parent or the Seller (as applicable) acting reasonably with any one or more of the Purchaser and its Affiliates (including the Company) with respect to any information to be provided to the Parent, the Seller and their respective Affiliates pursuant to clause 12.1. AerCap shall reimburse the Parent or, as applicable, the Seller, promptly for any reasonable out-of-pocket expenses incurred by the Parent, the Seller, their respective Affiliates, and, if applicable, the Company in complying with any request by or on behalf of the Purchaser or any of its Affiliates in connection with this clause 12.3.

12.4 Subject to clause 13.1, the Parent and its Affiliates shall have the right to retain copies of all books, data, files, information and records in any media (including Tax Returns and other information and documents relating to Tax matters) of each of the Company and the Company Subsidiaries and their respective businesses, in respect of periods ending on or prior to the Completion Date:

(a) that are required to be retained by any Governmental Authority, including any applicable Law; or

(b) that prove necessary to retain in order for the Parent and its Affiliates to perform their respective obligations pursuant to this Agreement, the Transaction Agreements or any agreement between the Parent or any of its Affiliates, on the one hand, and the Company or any of the Company Subsidiaries, on the other hand, that will remain in effect after the Completion,

in each case subject to compliance with all applicable privacy and data protection Laws.

12.5 AerCap and the Purchaser agree that, with respect to all original books, data, files, information and records of the Company existing as of the Completion Date, following Completion, they shall (and shall cause the Company to) (a) comply in all material respects with all applicable Laws relating to the preservation and retention of records; and (b) apply the Company's existing preservation and retention policies in all material respects.

12.6 Up to the Completion Date, AerCap shall and shall procure that its Affiliates shall comply with applicable Laws relating to the use, storage or handling by AerCap or is Affiliates of (a) any personally identifiable information relating to any employees or customers of the Company or the Company Subsidiaries and (b) any other information that is protected by applicable Law (including privacy and data protection Laws) and to which AerCap or any of its Affiliates or Representatives is afforded access pursuant to the terms of this Agreement.

13. Books and Records

13.1 To the extent that any Books and Records (including Tax records and Tax Returns) which relate exclusively or primarily to any business of the Company Group are in the possession of the Parent or the Seller or any of their respective Affiliates and not already in the possession of a member of the Company Group at Completion, the Seller and the Parent shall use reasonable best efforts to procure the physical and/or electronic transfer of the Books and Records to the Purchaser or its nominee by Completion or as soon as reasonably practicable after Completion. If, notwithstanding the use of its reasonable best efforts, the Parent is not able to procure such physical and/or electronic transfer, then the Parent shall procure that the Purchaser is granted reasonable access to such Books and Records (during regular business hours upon reasonable notice).

13.2 For a period ending on the later of the expiration of the applicable statute of limitations (including extensions) and six years from the Completion Date, following Completion, AerCap and the Purchaser shall retain and shall procure that each Company Group Member shall retain, and shall allow the Parent, the Seller and their respective Affiliates and their respective Representatives access to, in each case in accordance with the provisions of clause 12.1, any Books and Records proprietary to the Company Group which (i) are relevant to calculating or to the reporting of any Tax, and (ii) relate (but not exclusively or predominantly) to the business carried on by the Company Group as at or prior to Completion, provided that, if the Parent has notified AerCap and the Purchaser in writing no later than ninety (90) days prior to the expiration of such period that such Books and Records should not be disposed of, AerCap and the Purchaser shall (at AerCap and the Purchaser's sole option) either (a) continue to preserve such Books and Records until notified by the Parent that the Parent no longer objects to their disposal or (b) provide the Parent the opportunity to remove and retain such Books and Records at the Parent's expense and if the Parent does not take such opportunity within thirty (30) Business Days of receipt of notice from AerCap or the Purchaser, AerCap, the Purchaser or their Affiliates, as the case may be, shall be entitled to dispose of such Books and Records. Any Books and Records so provided will be subject to the confidentiality restrictions in clause 17.2.

13.3 For a period ending on the later of the expiration of the applicable statute of limitations (including extensions) and six years from the Completion Date, following Completion, the Parent shall retain and shall procure that its Affiliates shall retain, and shall allow the Purchaser, and its Affiliates and their respective Representatives access to, in each case in accordance with the provisions of clause 12.2, any Books and Records proprietary to the Company Group which (i) are relevant to calculating or to the reporting of any Tax, and (ii) relate (but not exclusively or predominantly) to the business carried on by the Company Group as at or prior to Completion, provided that, if the Purchaser has notified the Parent in writing no later than ninety (90) days prior to the expiration of such period that such Books and Records should not be disposed of, the Parent shall (at the Parent's sole option) either (a) continue to preserve such Books and Records until notified by the Purchaser that the Purchaser no longer objects to their disposal or (b) provide the Purchaser the opportunity to remove and retain such Books and Records at the Purchaser's expense and if the Purchaser does not take such opportunity within thirty (30) Business Days of receipt of notice from the Parent, the Parent or its Affiliates, as the case may be, shall be entitled to dispose of such Books and Records.

14. Transitional Services

14.1 Where a Related Party Contract gives any member of the Retained Group the right to terminate or vary in any way that agreement as a result of the entering into or performance of any of the Transaction Agreements, the Parent and the Seller shall procure that such member does not exercise such right except as set forth in Schedule 14.1 of the Disclosure Letter.

14.2 The Parent and the Seller shall provide, and shall procure that each member of the Retained Group provides, the Purchaser, its Affiliates and their professional advisers with such access to their premises, systems, personnel and records (including information and data relating to the performance and costing of services, and the achievement of service levels) as the Purchaser may reasonably require in order to understand and assess the terms of any Related Party Contract.

14.3 At the Purchaser's request, the Seller and the Purchaser shall act in good faith to negotiate and agree (with effect from the Completion Date) such amendments to any Related Party Contract (other than the servicing agreements for Castle 2003-1 Trust and Castle 2003-2 Trust and any other Transaction Agreement) as may be reasonably required by the Purchaser.

14.4 For the avoidance of doubt, the servicing agreements for Castle 2003-1 Trust and Castle 2003-2 Trust shall not terminate as a consequence of the Completion.

14.5 The parties shall act in good faith to negotiate and agree (with effect from the Completion Date) to Schedule B to the Shareholders' Agreement, which Schedule B shall be based on the schedule of transition services reviewed by the parties prior to the Signing Date.

15. Non-solicitation

15.1 The Parent will not, and undertakes to procure that each of its Affiliates will not, directly or indirectly, pending or within three (3) years after the Completion Date, solicit or entice away from the employment of any member of the Company Group any Senior Employee of any member of the Company Group, provided that this clause 15.1 shall not operate so as to prevent (i) the recruitment of staff by placing a general bona fide recruitment advertisement which may come to the attention of (but is not specifically directed at or brought to the attention of) any such Senior Employee or (ii) any solicitation of a Senior Employee who is no longer employed by any Company Group Member.

15.2 In consideration of the mutual covenants and conditions contained in this Agreement, each of the Parent and the Purchaser hereby acknowledges and agrees that (a) the Purchaser has required the Parent to make the covenants set forth in this clause 15 as a condition to each of the Purchaser's obligations under this Agreement, (b) the Parent's covenants in this clause 15 are reasonable with respect to their duration and scope and necessary to protect and preserve the goodwill and business of the Company Group to be acquired by the Purchaser pursuant to this Agreement, and (c) the business, the value of the operating assets and goodwill of the Company Group acquired by the Purchaser would be irreparably damaged if the Parent were to breach the covenants set forth in this clause 15.

15.3 Furthermore, each of the Parent and the Purchaser hereby agrees and acknowledges that, if the Parent or the Seller breaches or threatens to breach any of the covenants contained in this clause 15, the damage or imminent damage to the business, the value of the operating assets and goodwill of the Company Group would be irreparable and extremely difficult to estimate, making any remedy at law or in damages inadequate. Accordingly, in addition to any damages or other remedy available under applicable law, the Purchaser shall be entitled to injunctive relief from a court of competent jurisdiction against the Parent for any breach or threatened breach of the covenants set forth in this clause 15.

16. Tax Matters

16.1 AerCap agrees and covenants that (other than with Parent's written consent or as otherwise provided in this Agreement) none of AerCap or any Affiliate of AerCap will make any election under Section 338 of the U.S. Tax Code or any U.S. state jurisdiction with respect to any Company Group Member, except for elections under Section 338 as provided herein. Notwithstanding the foregoing, at the election of AerCap and upon notice to the Seller, (i) AerCap and the Seller shall jointly make, or cause to be made, an election under Section 338(h)(10) of the U.S. Tax Code and related US state or local elections, with respect to each Company Group Member that is a domestic corporation for U.S. federal Income Tax purposes; provided that, if so requested by AerCap prior to 5 business days before the Completion Date, AerCap and the Seller shall not make any such election with respect to AeroTurbine Inc., a Delaware corporation and any Company Group Member that is a subsidiary of AeroTurbine, Inc.; and (ii) AerCap shall make, or cause to be made, an election under Section 338(g) of the U.S. Tax Code and related U.S. state or local elections with respect to any Company Group Member that is a foreign corporation for U.S. federal Income Tax purposes, in connection with the Transaction (the elections described in clauses (i) and (ii), the **"Section 338 Elections"**).

16.2 The Purchaser shall prepare and deliver to the Parent 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(h)(10) election is made pursuant to clause 16.1, among the assets of the affected Company Group Member (each a "**Section 338 Allocation Schedule**") at least sixty (60) days prior to the date such IRS Forms 8883 are required to be filed with the IRS. Each Section 338 Allocation Schedule and any other form or document prepared or provided by the Purchaser pursuant to this clause 16.2 shall be reasonable and shall be prepared in good faith in accordance with Section 338 of the U.S. Tax Code and Section 1060 of the U.S. Tax Code and the Treasury Regulations or applicable state Tax regulations thereunder. The Parent and the Purchaser agree to consult and resolve in good faith any issue arising as a result of the Section 338 Allocation Schedule and the IRS Forms 8883, and to mutually consent to the filing as promptly as possible of the IRS Forms 8883. In the event the Parent and the Purchaser are unable to resolve any

dispute within thirty (30) calendar days following the delivery of the copies of such Forms 8883 to the Parent, the Parent and the Purchaser shall jointly request that an independent accounting firm mutually agreed upon by the Purchaser and the Parent ("**Independent Accountant**") make a determination in resolution of any issue in dispute as promptly as possible. The Seller and AerCap shall each bear 50% of the costs and expenses associated with the Independent Accountant. The determinations of the Independent Accountant shall be final, binding and conclusive. The dispute resolution under this clause 16.2 shall constitute arbitration under the Federal Arbitration Act. The arbitration shall have its seat in New York, shall take place in New York City and shall be in the English language. The Seller and the Purchaser agree to file, and cause their respective Affiliates to file, all U.S. Tax Returns (if any) in accordance with the Section 338 Allocation Schedules and the Section 338(h)(10) elections, and shall neither take any position contrary thereto (unless and to the extent required to do so pursuant to a determination (as defined in Section 1313(a) of the U.S. Tax Code or any similar U.S. state or local Tax provision)) nor modify or revoke any Section 338(h)(10) election. The Purchaser and the Seller shall cooperate to file Tax Returns necessary to effectuate the Section 338(h)(10) elections.

16.3 The Parent and the Seller shall, jointly and severally, indemnify and hold harmless the Purchaser Indemnitees and the Company Group Members from and against (i) any Taxes of each Company Group Member with respect to any consolidated, combined, affiliated, controlled or unitary Tax Return that includes a member of the Retained Group and where such member of the Retained Group is liable (jointly or severally) for such Taxes, (ii) any U.S. federal and state Income Taxes of International Lease Finance Corporation, Ltd (Bermuda) for any Pre-Completion Tax Period and the portion of any Straddle Period that ends on the Completion Date, in the case of each of clauses (i) and (ii), excluding any Taxes arising out of the Reorganization, (iii) any Taxes arising under Treasury Regulation Section 1.1502-6 or any similar provision of state, local or foreign Law by virtue of any Company Group Member having been a member prior to the Completion of a consolidated, combined, affiliated, controlled or unitary Tax group that includes a member of the Retained Group, and (iv) any payment required to be made after the Completion Date to a Person that is not a Company Group Member under any Tax allocation or sharing agreement, other than any commercial agreement entered into in the ordinary course of business (including leases, employment contracts, other agreements relating to the acquisition of goods or services or loan agreements for borrowed money) or of any agreement relating to the purchase or sale of assets, in each case, together with any reasonable out-of-pocket professional fees related thereto; provided that, in the case of clauses (ii) – (iv), if such Taxes were included in Current Tax Liabilities, the Parent and the Seller shall not be required to indemnify for such Taxes until the aggregate amount of such Taxes exceeds the amount described in clause (a) of the definition of Aggregate Current Tax Liabilities Payment.

16.4 The Seller shall be responsible for and have sole control over preparing and filing all Tax Returns of each Company Group Member (i) that are due (taking into account permissible extensions) on or prior to the Completion Date or (ii) that are related to any consolidated, combined, affiliated, controlled or unitary group that includes a member of the Retained Group, in each case, in a manner consistent with past practice and applicable Law. The Company shall prepare all other Tax Returns of any Company Group Member that are due after the Completion Date and, in case of any such Tax Return for a Pre-Completion Tax Period or a Straddle Period, shall prepare such Tax Returns in a manner consistent with applicable Law and deliver at least thirty (30) days prior to the due date (including permissible extensions) to the Seller a copy of such Tax Returns for the Seller's review and comment. The Company and the Seller agree to consult and resolve in good faith any issue arising as a result of any such Tax Return. In the event the Company and the Seller are unable to resolve any dispute within ten (10) calendar days following the delivery of the copy of such Tax Return to the Seller, the Company and the Seller shall jointly request that the Independent Accountant make a determination in resolution of any issue in dispute as promptly as possible. The Company and the Seller shall each bear 50% of the costs and expenses associated with the Independent Accountant. AerCap and the Company shall not amend or cause to be amended any Tax Return of a Company Group Member for a Pre-Completion Tax Period or a Straddle Period without the consent of Parent, which shall not be unreasonably withheld, conditioned or delayed.

16.5 The Parent, the Seller, each Company Group Member, AerCap and each Purchaser Group Member will reasonably cooperate, and shall cause their respective Representatives to reasonably cooperate, in connection with the preparation, filing and execution of Tax Returns and any audit, litigation or other proceeding with respect to Taxes. Such cooperation will include the retention and (upon the other party's request) the provision of records and information that are reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder or to testify at any such proceeding. In connection with the foregoing, AerCap shall cause the relevant Purchaser Group Members to prepare and provide to the Parent a package of tax information materials (including schedules and work papers, as listed on Schedule 16.5 of the Disclosure Letter) (the "**Tax Package**") required by the Parent to enable the Parent to prepare and file all Tax Returns required to be prepared and filed by it for its 2013 and 2014 Tax years and any prior Tax years. The Tax Package shall be completed in a manner consistent with past practice, including past practice as to providing such information and as to the method of computation of separate taxable income or other relevant measure of income of each member. AerCap shall use reasonable best efforts to cause (i) the Tax Package with respect to the 2013 Tax year to be delivered to the Parent no later than June 1, 2014, to the extent such information has not been provided prior to the Completion, and (ii) with respect to the Parent's 2014 Tax year, (A) a reasonably accurate draft of Section 338 Allocation Schedule including state apportionment to be delivered to the Parent no later than sixty (60) days after the Completion Date, and (B) the Tax Package to be delivered within one hundred and eighty (180) days after the Completion Date. The obligations in this clause 16.5 are subject to the same restrictions as set out in clauses 12.1 or 12.2, as applicable.

16.6 If a claim shall be made by any Governmental Authority, which if successful might result in an indemnity payment to an indemnified party pursuant to clause 16.3 or 7.2, then such indemnified party shall give notice to the indemnifying party in writing of such claim (a "**Tax Claim**"); provided, however, the failure to give such notice shall not affect the indemnification provided hereunder except to the extent the indemnifying party has been actually prejudiced as a result of such failure. The Seller shall have sole control over all proceedings and may make all decisions taken in connection with any Tax Claims for Taxes related to any consolidated, combined, affiliated, controlled or unitary group that includes a member of the Retained Group and any Company Group Member and any Tax Claims for U.S. federal and state Income Taxes of International Lease Finance Corporation, Ltd (Bermuda) for which Seller is responsible under clause 16.3. With respect to any Tax Claim that is not covered by the second sentence of this clause 16.6, the Purchaser shall, solely at its own cost and expense, control all proceedings and may make all decisions taken in connection with such Tax Claim; provided, however, if such Tax Claim might result in an indemnity payment by the Parent or the Seller pursuant to clause 7.2, the Purchaser shall keep the Parent reasonably informed and shall not settle such Tax Claim without the prior written consent of the Parent, which shall not be unreasonably withheld, and the Parent and counsel of its own choosing shall have the right to participate fully, at its own expense, in all aspects of the prosecution or defense of such Tax Claim. AerCap and Purchaser shall notify the Parent in writing of any Tax Claim made by a Governmental Authority or any payment or action that might result in an indemnity payment to the Parent pursuant to clause 7.2 and shall keep the Parent reasonably informed of the status of any such Tax Claim. AerCap and the Purchaser shall provide or make available to the Parent or the Seller any information or documentation reasonably requested by the Parent or Seller in its determination of the amount of Taxes subject to indemnification under clause 7.2. Notwithstanding anything to the contrary in this Agreement, the provisions of clause 7.3 shall not control with respect to a Tax Claim.

16.7 The Seller shall cause all Tax allocation agreements or Tax sharing agreements between a Company Group Member and a member of the Retained Group to be suspended as of the date hereof and to be terminated as of the Completion Date, and shall ensure that such agreements are of no further force or effect as to any Company Group Member on and after the Completion Date and that there shall be no further liabilities or obligations imposed on any Company Group Member under any such agreements.

16.8 All sales and transfer Taxes, recording charges and similar taxes, fees or charges imposed as a result of the Transaction (collectively, the "**Transfer Taxes**") shall be borne by the Parent. AerCap shall cooperate to mitigate any such Transfer Taxes. The parties shall cooperate in timely making all filings, returns, reports and forms as necessary or appropriate to comply with the provisions of all applicable Laws in connection with the payment of such Transfer Taxes. For the avoidance of doubt, the Transfer Taxes shall not include any Taxes arising out of the Reorganization.

16.9 The Seller shall be entitled to receive and retain any refund or other reimbursement or credit (including from any overpayment) actually received or applied to offset any other Tax liability in respect of Taxes of a Company Group Member for which the Seller or the Parent is responsible under clause 16.3 or 16.8, as applicable. The Company shall be entitled to receive and retain any other refund or other reimbursement or credit (including from any overpayment) actually received or applied to offset any other Tax liability of a Company Group Member. The Company and the Seller, as the case may be, shall promptly notify the other party of the receipt of any refund or other reimbursement or credit to which the other party is entitled hereunder and pay over such refund or other reimbursement or the amount of such credit, net of any cost attributable to such receipt or recognition. AerCap and the Seller shall reasonably cooperate to amend or cause to be amended any Tax Returns to obtain any refunds to which the other party is entitled hereunder.

16.10 The Parent will use reasonable best efforts to determine and disclose to AerCap if the Parent owns any AerCap Ordinary Shares (other than the Stock Consideration) directly or indirectly through the ownership attribution rules under Section 318(a) (other than paragraph (4) thereof) of the U.S. Tax Code, except AerCap Ordinary Shares owned by the Parent through an entity in which the Parent or its Affiliate owns less than 5% of the economic interest. Notwithstanding any other provision of this Agreement, the covenant under this clause 16.10 shall terminate and be extinguished as of the Completion Date, and the Parent shall have no liability with respect to such covenant after the Completion Date.

17. Confidentiality

17.1 The terms of the confidentiality agreement, dated July 3, 2013, between the Parent and AerCap and any amendments thereto (collectively, the **"Confidentiality Agreement"**) are incorporated into this Agreement by reference and shall continue in full force and effect until Completion, at which time the confidentiality obligations under the Confidentiality Agreement shall terminate. If, for any reason, the transactions contemplated by this Agreement are not completed, the Confidentiality Agreement shall nonetheless continue in full force and effect in accordance with its terms.

17.2 From and after Completion, the Parent and the Seller, on the one hand, and AerCap and the Purchaser, on the other hand, shall, and shall procure that their respective Affiliates (including with respect to AerCap and the Purchaser, the Company and the Company Subsidiaries) and Representatives shall, maintain in confidence any written, oral or other information relating to or obtained from the other party or its Affiliates (including with respect to AerCap and the Purchaser

following Completion, the Company and the Company Subsidiaries), and following Completion, the Parent and the Seller shall maintain in confidence any written, oral or other information relating or obtained from the Company or any of the Company Subsidiaries except that the foregoing requirements of this clause 17.2 shall not apply to the extent that:

(a) any such information is or becomes generally available to the public other than (i) in the case of AerCap or the Purchaser, as a result of a disclosure by the Parent or its Affiliates or any of their respective Representatives and (ii) in the case of the Parent or the Seller, as a result of a disclosure by AerCap or the Purchaser, the Company or any Company Subsidiary (after the Completion Date) or any of their respective Affiliates, or any of their respective Representatives;

(b) any such information is required by applicable Law, governmental order or a Governmental Authority to be disclosed after prior written notice has been given to the other party (including any report, statement, testimony or other submission to such Governmental Authority);

(c) any such information is reasonably necessary to be disclosed in connection with any Action or in any dispute with respect to the Transaction Agreements (including in response to any summons, subpoena or other legal process or formal or informal investigative demand issued to the disclosing party in the course of any litigation, investigation or administrative proceeding);

(d) any such information was or becomes available to such party on a non-confidential basis and from a source (other than a party to this Agreement or any Affiliate or Representative of such party) that is not bound by a confidentiality agreement with respect to such information; or

(e) any such information that becomes known or available pursuant to or as a result of the carrying out of the provisions of a Transaction Agreement (which information shall be governed by the confidentiality provisions, if any, set out therein).

Each of the parties hereto shall instruct its Affiliates and Representatives having access to such information of such obligation of confidentiality.

17.3 Notwithstanding anything in this Agreement or the other Transaction Agreements to the contrary, the parties acknowledge and agree that the Parent and its Affiliates may share any information relating to or obtained from AerCap or the Purchaser or their Affiliates (including the Company and the Company Subsidiaries) with the Federal Reserve Bank of New York and its respective Representatives.

18. Intellectual Property

18.1 As of the Completion Date, the Parent shall assign to the Company, in an agreement mutually satisfactory to the Purchaser and the Parent, all of its worldwide right, title and interest in the trademarks ILFC, INTERNATIONAL LEASE FINANCE CORPORATION, ILFC Ireland Limited, and all registrations, applications and common-law rights related thereto and the goodwill of the business symbolized thereby and all claims relating to the foregoing including those trademark registrations and applications listed on Schedule 18.1 of the Disclosure Letter.

18.2 AerCap and the Purchaser, for themselves and their Affiliates, acknowledges and agrees that the Purchaser is not purchasing, acquiring or otherwise obtaining any right, title or interest in or to the names "AIG," "American International Group, Inc." or "AI," or any trade, corporate or business names, trademarks, tag-lines, identifying logos, trade dress, monograms, slogans, service marks, domain names, brand names or any other name or source identifiers to the extent employing the wording "AIG" or any "AI" formative marks, "American International" or any confusingly similar derivation or variation of any of the foregoing (for example, among others, American International Group) or any confusingly similar trade, corporate or business name, trademark, tag-line, identifying logo, trade dress, monogram, slogan, service mark, domain name, brand name or other name or source identifier (including any registrations and applications relating thereto) (the "**Parent Names and Marks**"), and, except as otherwise expressly provided in this clause 18, none of AerCap, the Purchaser or any of their Affiliates shall have any rights in or to any of the Parent Names and Marks and none of AerCap, the Purchaser or any of their Affiliates shall (i) seek to register in any jurisdiction any trade, corporate or business name, trademark, tag-line, identifying logo, trade dress, monogram, slogan, service mark, domain name, brand name or other name or source identifier that is a confusingly similar derivation, translation, adaptation, combination or variation of the Parent Names and Marks or that is confusingly similar thereto or (ii) contest the use, ownership, validity or enforceability of any rights of the Parent or any of its Affiliates in or to any of the Parent Names and Marks.

18.3 Except as otherwise provided in this clause 18, following the Completion Date, AerCap shall, and shall cause its Affiliates to, immediately cease and discontinue any and all uses of the Parent Names and Marks, whether or not in combination with other words, symbols or other distinctive or non-distinctive elements and all trade, corporate or business names, trademarks, tag-lines, identifying logos, trade dress, monograms, slogans, service marks, domain names, brand names and other name or source identifiers confusingly similar to any of the foregoing or embodying any of the foregoing whether or not in combination with other words, symbols or other distinctive or non-distinctive elements.

18.4 As promptly as practicable after the Completion Date, and in no event later than three (3) months after the Completion Date, AerCap shall, and shall cause its Affiliates to, destroy, return to the Seller or exhaust all materials bearing the Parent Names and Marks, including signage, advertising, promotional materials, software, packaging, inventory, electronic materials, collateral goods, stationery, business cards, web sites, invoices, receipts, forms, product, training and service literature and materials, and other materials ("**Materials**"). Except as otherwise provided in this clause 18, the Company Group shall during such period of up to three (3) months after the Completion Date have the right to use such existing Materials in connection with their existing businesses as conducted as of the Completion, provided that AerCap shall, and shall cause the Company Group to, take reasonable actions to commence the removal of the Parent Names and Marks from all such Materials immediately following the Completion Date; and provided, further, that AerCap shall, and shall cause the Company Group to, as promptly as practicable (and in any event within three (3) months) after the Completion Date cease all use of the Parent Names and Marks on all stationery, business cards, purchase orders, invoices, receipts and similar correspondence. AerCap, for itself and its Affiliates, agrees that use of the Parent Names and Marks during the three (3) month period authorized by this clause 18.4 shall be only with respect to goods and services and marketing, advertising, product, training or service materials in any media existing in inventory at the Completion and shall not be for any new goods or services (including any new marketing or advertising materials or product, training or service literature). AerCap, for itself and its Affiliates, shall indemnify and hold harmless the Parent and its Affiliates from and against any liabilities, obligations, losses or damages (other than trademark infringement claims) arising from use of the Parent Names and Marks with respect to goods and services during the three (3) month period authorized by this clause 18.4. Notwithstanding the foregoing, at all times after the Completion Date, AerCap and its Affiliates may use the Parent Names and Marks to the extent required or permitted by applicable law and/or in a neutral, non-trademark manner to describe the history of the businesses of the Company Group.

19. Costs and Expenses

Except as may be otherwise specified in the Transaction Agreements, all costs and expenses, including fees and disbursements of counsel, financial advisers and accountants, incurred in connection with the Transaction Agreements and the transactions contemplated by the Transaction Agreements shall be paid by the party incurring such costs and expenses, whether or not Completion shall have occurred; provided that any costs and expenses, including fees and disbursements of counsel, financial advisers and accountants, incurred by any Company Group Member in connection with the Transaction Agreements and the transactions contemplated by the Transaction Agreements shall be paid or reimbursed to the Company by the Parent.

20. Notices

20.1 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 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 clause 20.1):

(a) if to the Parent:

American International Group, Inc.
80 Pine Street
New York, New York 10005
United States of America
Fax: 212-425-3275
Attention: General Counsel

with a copy to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
United States of America
Fax: 212-909-6836
Attention: John M. Vasily
Andrew L. Bab

(b) if to the Seller:

AIG Capital Corporation
80 Pine Street
New York, New York 10005
United States of America
Fax: 212-425-3275
Attention: General Counsel, American International Group, Inc.

with a copy to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
United States of America
Fax: 212-909-6836
Attention: John M. Vasily
Andrew L. Bab

(c) if to the Purchaser:

AerCap Ireland Limited
AerCap House
Stationsplein 965
1117 CE Schiphol
The Netherlands
Fax number: +31 20 655 9100
Attention: Chief Legal Officer

with a copy to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Fax: 212-474-3700
Attention: Scott A. Barshay
O. Keith Hallam

(d) if to AerCap:

AerCap Holdings N.V.
AerCap House
Stationsplein 965
1117 CE Schiphol
The Netherlands
Fax number: +31 20 655 9100
Attention: Chief Legal Officer

with a copy to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Fax: 212-474-3700
Attention: Scott A. Barshay
O. Keith Hallam

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

(a) if delivered personally, on delivery;

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

(c) if sent by facsimile with receipt confirmed before 5:30 p.m. on a Business Day, when dispatched, or if sent on a day which is not a Business Day or after 5:30 p.m. on a Business Day, at 9:00 a.m. on the next following Business Day.

20.3 For the purposes of this clause 20, any reference to a particular time relates to the time at the location of the party giving notice as set out in clause 20.1.

21. Announcements

21.1 AerCap shall procure the release of the announcement in the form agreed (the **"Announcement"**) as soon as practicable on the Signing Date or such other time and date as may be agreed by the Parent and AerCap.

21.2 Subject to clause 21.3, each party shall not, and shall procure that each of its Affiliates or Representatives shall not, issue or cause the publication of any press release or public announcement or otherwise communicate with any news media in respect of this Agreement or the transactions contemplated by this Agreement and the Transaction Agreements without the prior written consent of the other parties (which consent shall not be unreasonably withheld or delayed), except as may be required by Law or applicable securities exchange rules, in which case the party required to publish such press release or public announcement, if feasible, shall allow the other parties a reasonable opportunity to comment on such press release or public announcement in advance of such publication, and the party required to publish shall give reasonable consideration to all such comments.

21.3 Clause 21.2 shall not apply to any press release, public announcement or other communication with the news media made by the Purchaser (a) which is consistent with the Announcement and the terms of this Agreement and does not contain any further information relating to the Company Group to that which has been previously announced or made public in accordance with the terms of this Agreement or (b) is made in the ordinary course of business and does not relate specifically to the signing of this Agreement or the transactions contemplated by this Agreement.

21.4 Prior to Completion, each of the parties shall not, and shall procure that each of its Affiliates or Representatives shall not, disclose any plans or intentions relating to the customers, agents or employees of, or other Persons with significant business relationships with, the Company or the Company Subsidiaries without first obtaining the prior written approval of the other parties, which approval shall not be unreasonably withheld or delayed.

22. Invalidity and Severability

22.1 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.

22.2 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.

23. Further Assurance

23.1 Each of the Parent, the Seller, AerCap and the Purchaser shall, and shall procure that its respective Affiliates shall:

(a) execute and deliver, or shall cause to be executed and delivered, such documents and other papers and shall take, or shall cause to be taken, such further actions as may be required by Law, as may be necessary or as may reasonably be required by the other party to carry out the provisions, and give effect to the transactions contemplated by, the Transaction Agreements; and

(b) refrain from taking any actions that would reasonably be expected to impair, delay or impede Completion.

24. Entire Agreement

Except as otherwise expressly provided in the Transaction Agreements, the Transaction Agreements constitute the entire agreement of the parties hereto with respect to the subject matter of the Transaction Agreements and supersede 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 Purchaser and/or its Affiliates, on the other hand, with respect to the subject matter of the Transaction Agreements.

25. Assignment

25.1 This Agreement shall not be assigned, in whole or in part, by operation of Law or otherwise without the prior written consent of all of the parties hereto; provided that AerCap, with the prior written consent of the Parent and the Seller (which shall not be unreasonably withheld, conditioned or delayed), and the Purchaser, in its sole discretion, shall be permitted to assign all of their rights and obligations hereunder to any Affiliate of AerCap so long as (i) such assignee executes a counterpart to this Agreement and each other Transaction Agreement to which AerCap or the Purchaser (as applicable) is a party and (ii) no such assignment relieves the assigning party of its obligations under this Agreement if such assignee does not perform such obligations. Any attempted assignment in violation of this clause 25 shall be void.

25.2 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.

26. No Third Party Beneficiaries

Except (i) as provided in clauses 7.2 and 7.3 and (ii) with respect to the provisions of this clause 26, 27.3, 31.10, 31.11 and 33.4, of which the Lenders shall be express third party beneficiaries and shall be entitled to enforce such provisions directly, 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, 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.

27. Amendment and Waiver

27.1 No provision of this Agreement or any other Transaction Agreement may be amended, supplemented or modified except by a written instrument signed by all the parties to such agreement.

27.2 No provision of this Agreement or any other Transaction Agreement may be waived except by a written instrument signed by the party against whom the waiver is to be effective.

27.3 Clause 26, this clause 27.3 and clauses 31.10, 31.11 and 33.4 (in each case, together with any related definitions and other provisions of this Agreement to the extent an amendment, supplement or modification would serve to modify the substance or provisions of such sections) may not be amended in a manner that is adverse to the Lenders without the prior written consent of the Lenders. The Lenders and their Affiliates are express third party beneficiaries of this clause 27.3.

27.4 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.

27.5 The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

28. Counterparts

28.1 This Agreement and each of the other Transaction Agreements may be executed in one or more counterparts, and by the different parties to each such agreement 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.

28.2 Delivery of an executed counterpart of a signature page to any Transaction Agreement by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of any such agreement.

29. English Language

29.1 This Agreement is in the English language and if this Agreement is translated into another language, the English language text shall prevail.

29.2 Each notice or other communication under or in connection with this Agreement shall be in English.

30. Payment Mechanics

30.1 Unless otherwise expressly provided in this Agreement, any and all payments made pursuant to this Agreement shall be made in U.S. dollars.

30.2 Unless otherwise expressly provided in this Agreement, any amount to be converted from one currency into another currency for the purposes of this Agreement shall be converted into an equivalent amount at the Conversion Rate prevailing at the Relevant Date.

30.3 For the purposes of clause 30.2:

(a) "**Conversion Rate**" means the rate for a transaction between the two currencies in question as at 11:00 a.m. (London time) on the date immediately preceding the Relevant Date as quoted on the Reuters Fixing Screen or, if no such rate is quoted on that date, on the preceding date on which such rates are quoted; and

(b) "**Relevant Date**" means, save as otherwise provided in this Agreement, the date on which a payment or an assessment is to be made.

30.4 Any payments made pursuant to this Agreement shall be made in full, without any set-off, counterclaim, restriction or condition and without any deduction or withholding (save as may be required by Law or as otherwise agreed in writing).

31. Governing Law, Dispute Resolution and Jurisdiction

31.1 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, shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any conflicts of law principles that would apply the Law of another jurisdiction.

31.2 Any dispute, controversy or claim arising out of or in connection with, or relating to, this Agreement or the transactions contemplated by this Agreement or the formation, applicability, breach, termination or validity thereof, shall be finally settled exclusively by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (the **"ICC**") in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the parties. The arbitration shall be conducted by three arbitrators (the **"Arbitral Tribunal**"). The arbitration shall be conducted in the English language and the seat of the arbitration shall be New York, New York.

31.3 The party or parties initiating arbitration (the **"Claimant(s)**") shall nominate an arbitrator in its (their) request for arbitration (the **"Arbitration Request**"). The party or parties named as Respondent(s) in the Arbitration Request (the "**Respondent(s)**") shall nominate an arbitrator within thirty (30) days of receipt of the Arbitration Request and shall notify the Claimant(s) of such nomination in writing. If within thirty (30) days of receipt of the Arbitration Request by the Respondent(s), the Respondent(s) has (have) not nominated an arbitrator, then the International Court of Arbitration of the International Chamber of Commerce (the "**ICC Court**") shall appoint an arbitrator on behalf of the Respondent(s). The first two arbitrators nominated by the parties or appointed by the ICC Court in accordance with the above shall nominate a third arbitrator within thirty (30) days of the confirmation by the ICC Court (or appointment in accordance with the above) of the arbitrator nominated/appointed on behalf of the Respondent(s). When the third arbitrator has accepted the nomination, the other two arbitrators shall promptly notify the parties of the nomination. If the first two arbitrators nominated/appointed fail to nominate a third arbitrator within the thirty (30) days referred to above, the ICC Court shall appoint the third arbitrator and shall promptly notify the parties of the appointment. The third arbitrator shall act as chair of the Arbitral Tribunal. Each arbitrator shall be qualified to practice law under the Laws of the State of New York. An arbitrator shall be deemed to have met these qualifications unless any party objects within fifteen (15) days.

31.4 The parties agree that any Award by the Arbitral Tribunal on interim measures shall be fully enforceable as such and an application for interim measures to a court of competent jurisdiction by any party to the arbitration shall not be deemed incompatible with, or a waiver of, the agreement to arbitrate set out in this clause 31.

31.5 In order to facilitate the comprehensive resolution of related disputes and to avoid inconsistent decisions in related disputes, upon request of any party to an arbitration proceeding commenced pursuant to this clause 31, any dispute, controversy or claim subsequently noticed for arbitration under the provisions of this clause 31 may be consolidated with the earlier-commenced arbitration proceeding, as determined within the discretion of the Arbitral Tribunal appointed

in the first-commenced arbitration proceeding. The Arbitral Tribunal must not consolidate such arbitrations unless the Arbitral Tribunal determines that (i) there are issues of fact or law common to the proceedings, so that a consolidated proceeding would be more efficient than separate proceedings, and (ii) no party hereto would be prejudiced as a result of such consolidation through undue delay, conflict of interest or otherwise. If the Arbitral Tribunal and any arbitration tribunal appointed in a subsequent arbitration proceeding disagree as to whether their respective arbitrations should be consolidated there shall be no consolidation.

31.6 Subject to clause 17.3, the parties, the ICC Court, any arbitrator, and their agents or representatives, shall keep confidential and not disclose to any non-party the existence of the arbitration, non-public materials and information provided in the arbitration by another party, and orders or awards made in the arbitration (together, the "**Confidential Information**"). If a party or an arbitrator wishes to involve in the arbitration a non-party, including a fact or expert witness, stenographer, translator or any other person, the party or arbitrator shall make reasonable efforts to secure the non-party's advance agreement to preserve the confidentiality of the Confidential Information. Notwithstanding the foregoing, a party may disclose Confidential Information to the extent necessary to: (i) prosecute or defend the arbitration or proceedings related to it (including enforcement or annulment proceedings), or to pursue a legal right; (ii) respond to a compulsory order or request for information of a governmental or regulatory body; (iii) make disclosure required by law or by the rules of a securities exchange; (iv) seek legal, accounting or other professional services, or satisfy information requests of potential acquirers, investors or lenders, provided that in each case of any disclosure allowed under the foregoing circumstances (i) through (iv), where possible, the producing party takes reasonable measures to ensure that the recipient preserves the confidentiality of the information provided. The Arbitral Tribunal may permit further disclosure of Confidential Information where there is a demonstrated need to disclose that outweighs any party's legitimate interest in preserving confidentiality. This confidentiality provision survives termination of this Agreement and of any arbitration brought pursuant to this Agreement. This confidentiality provision may be enforced by an arbitral tribunal or any court of competent jurisdiction, and an application to a court to enforce this provision shall not waive or in any way derogate from the agreement to arbitrate set out in this clause 31.

31.7 Solely in respect of any dispute, controversy or claim arising out of or in connection with the refusal by either party to effect the Completion including taking actions required hereunder before the Completion, and notwithstanding any other provision of this clause 31, the following provisions shall apply:

(a) the arbitration shall be conducted in an expedited manner. There shall be one round of pre-hearing submissions by each party, whether simultaneous or sequential as directed by the Arbitral Tribunal, and no reply or rejoinder submissions shall be made unless the Arbitral Tribunal

expressly so authorizes. The arbitration hearing shall be held within four months of the constitution of the Arbitral Tribunal and shall continue, to the extent practicable, from Business Day to Business Day until completed. There shall be no post-hearing submissions except as directed by the Arbitral Tribunal, and before ordering such submissions, the Arbitral Tribunal shall identify for the parties, on the basis of its assessment of the case as of that time, the specific issues or matters it believes should be addressed. The Arbitral Tribunal shall endeavor to render its Award within six weeks of the last day of the arbitration hearing. The Arbitral Tribunal may modify the provisions of this clause 31.7 for good cause shown. Failure to comply with any time period set out in this clause 31.7 shall not affect in any way the jurisdiction of the Arbitral Tribunal or the validity of its Award;

(b) any request for production of documents or other information shall be subject to the express authorization of the Arbitral Tribunal, which shall endeavor to ensure that any such requests are as limited and disciplined as is consistent with the just resolution of the dispute, controversy or claim. The parties expressly waive any right to seek evidence under Section 1782 of title 28 of the U.S. Code or any other provision contained in the arbitration or other procedural rules or Laws of any jurisdiction. A party may request, and the Arbitral Tribunal should authorize, production only of specific documents or narrow and specific categories of documents that are critical to the fair presentation of a party's case and reasonably believed to exist and be in the possession, custody or control of the other party; and

(c) the Arbitral Tribunal shall have power to make any Award that it deems just and appropriate, including specific performance or injunctive relief.

31.8 If there is any dispute as to whether a dispute, controversy or claim is subject to arbitration, the Arbitral Tribunal shall have jurisdiction to decide the same.

31.9 The agreement to arbitrate under this clause 31 shall be specifically enforceable. Any Award rendered by the Arbitral Tribunal shall be in writing and shall be final and binding upon the parties, and may include an award of costs, including reasonable legal fees and disbursements, to the prevailing party. The parties undertake to carry out any Award without delay and waive their right to any form of recourse based on grounds other than those contained in the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 insofar as such waiver can validly be made. Judgment upon any Award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets and, to the maximum extent permitted by Law, the parties agree that any court of competent jurisdiction in which enforcement of the Award is sought shall have power to enforce the relief awarded by the Arbitral Tribunal, regardless of whether such relief is characterized as legal, equitable or otherwise.

31.10 Notwithstanding anything herein to the contrary, each of the parties hereto agrees that it will not bring, or permit any of its Affiliates to bring, any suit, action or other proceeding of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against the Lenders or any Affiliate thereof arising out of or relating to (x) the Credit Agreement, any of the transactions contemplated by the Credit Agreement or the performance of services thereunder or (y) this Agreement or any of the transactions contemplated hereby in any forum other than any New York State court or Federal court of the United States of America sitting in New York County, and any appellate court from any thereof, and each of the parties hereto agrees that the waiver of jury trial set forth in clause 31.11 shall be applicable to any such suit, action or other proceeding. The Lenders and their Affiliates are express third party beneficiaries of this clause 31.10.

31.11 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts located in New York, New York for enforcing the parties' agreement to arbitrate, enforcing any arbitration Award or obtaining or enforcing interim measures (including injunctive relief). THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY IN ANY COURT OF COMPETENT JURISDICTION IN ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND THE TRANSACTION AGREEMENTS (INCLUDING ANY SUCH ACTION INVOLVING THE LENDERS UNDER THE CREDIT AGREEMENT) OR THE TRANSACTIONS CONTEMPLATED HEREBY. The Lenders and their Affiliates are express third-party beneficiaries of this clause 31.11.

32. Agent for Service of Process

32.1 Without prejudice to any other permitted mode of service, each of the Parent and the Seller irrevocably agrees that service of any claim form, notice or other document for the purpose of clause 31 shall be duly served upon it if delivered personally or sent by pre-paid recorded delivery, special delivery or registered post to AerCap Inc., presently located in the United States at 100 NE Third Avenue, Suite 800, Fort Lauderdale, Florida 33301, or such other Person and address in New York, New York as the Parent or the Seller shall notify the Purchaser 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.

32.2 Without prejudice to any other permitted mode of service, each of AerCap and the Purchaser irrevocably agrees that service of any claim form, notice or other document for the purpose of clause 31 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 Parent provided in clause 20 or such other Person and address in New York, New York as AerCap or the Purchaser shall notify the Seller 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.

33. Miscellaneous

33.1 Without prejudice to any non-monetary rights or remedies available to it, AerCap and the Purchaser hereby irrevocably waive any right which it may have to claim damages (or other monetary rights or remedies) from the Seller for breach of any of the obligations, commitments, undertakings or warranties given by the Parent or the Seller under this Agreement. In consideration of AerCap and the Purchaser agreeing to such waiver and without prejudice to the other terms of this Agreement, the Parent agrees to be solely and exclusively responsible to AerCap and the Purchaser for any damages (or other monetary rights or remedies) for which the Seller would, but for such waiver, have been liable to AerCap, the Purchaser or any of their Affiliates under this Agreement.

33.2 The parties hereby agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Subject to clause 33.3, 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 in accordance with clause 31, 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 hereby agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by the parties in accordance with their specific terms or were otherwise breached by the parties.

33.3 Notwithstanding anything in this Agreement to the contrary, it is acknowledged and agreed that the Parent and the Seller shall be entitled to seek specific performance of AerCap's and the Purchaser's obligation to consummate the Transaction only in the event that all of the Conditions with respect to the Completion have been satisfied or (if applicable) waived, or, with respect to those Conditions that by their nature are to be satisfied at the Completion, are capable of being satisfied at the Completion, the Debt Financing or Alternative Financing has been funded or will be funded at Completion and any waivers or amendments required to prevent a default or event of default under, or acceleration of, the Triggered Facilities that would arise out of the Reorganization shall have been obtained.

33.4 Notwithstanding anything in this Agreement to the contrary, the Parent and the Seller agree on their behalf and on behalf of their Affiliates that none of the Lenders shall have any liability or obligation to the Parent and the Seller and their respective Affiliates relating to this Agreement, the other Transaction Agreements or any of the transactions contemplated hereby (including the Debt Financing described in the Credit Agreement). The Lenders and their Affiliates are express third-party beneficiaries of this clause 33.4.

33.5 Each party hereby agrees not to raise any objections to the availability of the equitable remedy of specific performance (other than on the basis that such remedy is not available pursuant to the terms of this Agreement in respect of the particular instance in question) to prevent or restrain breaches of this Agreement by such party, and to specifically enforce the terms and provisions of this Agreement, to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such party under this Agreement all in accordance with the terms of this clause 33.5. Any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, in each case when expressly available pursuant to the terms of this Agreement, shall not be required to provide any bond or other security in connection with such order or injunction.

33.6 To the extent any party hereto brings any action prior to the Completion to enforce specifically the performance of the terms and provisions of this Agreement when available to such party pursuant to the terms of this Agreement, the Long-Stop Date shall automatically be extended by (i) the amount of time during which such action is pending, plus five (5) Business Days, or (ii) such other time period established by the court presiding over such action.

34. Adjustment of Purchase Price

The parties (and their successors and permitted assigns) shall treat any payment made under this Agreement by the Seller to the Purchaser as an adjustment to the Purchase Price payable pursuant to clause 2 and shall use reasonable best efforts to structure the satisfaction of any payment obligation hereunder so as to minimize the amount of Tax that may be required to be deducted or withheld therefrom or charged thereon.

35. Guarantee

AerCap hereby irrevocably and unconditionally guarantees, and agrees to cause the Purchaser to satisfy, all obligations of the Purchaser under this Agreement, on the terms and subject to the conditions set forth in this Agreement.

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

AIG CAPITAL CORPORATION

By /s/ William N. Dooley
Name William N. Dooley
Title E.V.P Investments

AMERICAN INTERNATIONAL GROUP, INC.

By /s/ Robert H. Benmosche
Name Robert H. Benmosche
Title President and Chief Executive Officer

[*Signature Page to Share Purchase Agreement*]

AERCAP IRELAND LIMITED

By /s/ Patrick Treacy
Name Patrick Treacy
Title Director

[*Signature Page to Share Purchase Agreement*]

AERCAP HOLDINGS N.V.

By /s/ Aengus Kelly
Name Aengus Kelly
Title Director

[*Signature Page to Share Purchase Agreement*]

Schedule 1

Part A

Company Warranties

1. **Organization, Authority and Enforceability**

1.1 The Parent and the Seller are corporations duly incorporated and validly existing under the Laws of the State of Delaware.

1.2 Each Company Group Member 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. Each Company Group Member is duly qualified as a foreign corporation or other organization to do business, and is in good standing (where such concept is legally recognized in the applicable jurisdiction), in each jurisdiction where the character of its owned, operated or leased properties or the nature of its activities makes such qualification and good standing necessary, except for failures to so qualify or be in good standing that, individually or in the aggregate, would not have a Material Adverse Effect.

1.3 The Parent has made available to the Purchaser prior to the Signing Date true and complete copies of the certificate of incorporation, bylaws or similar constitutional documents of the Company and each Material Subsidiary.

1.4 Each of the Parent and the Seller has all requisite power to enter into, complete the transactions contemplated by, and carry out its obligations under, each of the Transaction Agreements to which it is a party.

1.5 This Agreement has been duly executed and delivered by the Parent and the Seller.

1.6 Assuming due authorization, execution and delivery by the other parties hereto, each of the Transaction Agreements to which the Parent or the Seller (as applicable) is a party constitutes, or upon execution and delivery thereof, will constitute, the legal, valid and binding obligation of the Parent or the Seller (as applicable), enforceable against the Parent or the Seller (as applicable) in accordance with its terms, subject to the Bankruptcy Exceptions.

1.7 The execution, delivery and performance by each of the Parent and the Seller of this Agreement and the other Transaction Agreements to which it is a party, and the consummation by the Parent and the Seller (as applicable) of the transactions contemplated hereunder and thereunder, have been duly authorized by all necessary corporate and shareholder action on the part of the Parent and the Seller, and no further approval or authorization shall be required on the part of the Parent or the Seller.

1.8 The Company has provided the Purchaser with true and complete copies of (i) the organizational documents set forth on Schedule 1.8 of the Disclosure Letter, (ii) all principal Contracts relating to existing or planned Indebtedness for borrowed money over US$ 10 million and (iii) the following information for each Company Group Member owning Aircraft: (v) such Company Group Member's jurisdiction of incorporation or establishment, jurisdiction of intended tax residence, organizational form, classification for U.S. Tax purposes and, to the extent such Company Group Member is a trust or partnership, its beneficial owner and trustee or general partner, as applicable; (w) a description of the Aircraft and Engines owned by such Company Group Member; (x) whether such Aircraft are subject to Encumbrances to secure the Indebtedness of the Company Group; (y) to the Seller's knowledge, the jurisdiction in which such Aircraft are registered; and (z) to the Seller's knowledge, the jurisdiction in which the applicable Lessee is incorporated.

2. **Capitalization and Ownership**

2.1 The Disclosure Letter sets forth, as of the Signing Date, a true, correct and complete list of (i) the authorized capital of the Company and each Material Subsidiary, (ii) the number of shares (or other applicable units) of each class or series of capital stock (excluding the MAPS) of the Company and each Material Subsidiary that are issued and outstanding, together with the name of each holder thereof and (iii) the jurisdiction of organization of the Company and each Material Subsidiary.

2.2 All the outstanding shares (or other applicable units) or ownership interests of the Company and each other Company Group Member have been duly authorized and validly issued, are fully paid and non-assessable and were not issued in violation of any pre-emption or subscription rights.

2.3 The Shares represent 100% of the issued and outstanding shares (excluding the MAPS) of the Company and there are no other shares, other securities or warrants or convertible or exchangeable securities convertible into securities in the capital of the Company in issue; provided that the foregoing percentage shall be subject to pro rata dilution from certain agreed share and share-based awards to be issued to certain members of management and employees of the Company Group in connection with the Completion.

2.4 There are no options, calls, warrants or convertible or exchangeable securities, or conversion, pre-emption, subscription or other rights, or agreements, arrangements or commitments (other than Permitted Liens over the shares or ownership interests of any Company Group Member), in any such case, obligating or which may obligate any Company Group Member to issue, sell, purchase, return or redeem, or otherwise dispose of, transfer or acquire, any respective shares (or other applicable units) or ownership interests convertible into or exchangeable for any of their respective shares (or other applicable units). There are no capital appreciation rights, phantom share plans, securities with participation rights or features, or similar obligations and commitments of any other Company Group Member.

2.5 Except for the Transaction Agreements and restrictions imposed by applicable Laws or any Governmental Authority or except for trusts holding title to Aircraft, there are no voting trusts, shareholder agreements, proxies or other rights or agreements to which any Company Group Member is a party in effect with respect to the voting, transfer or dividend rights of the Shares or (other than Permitted Liens) of the shares (or other applicable units) or ownership interests of any Company Group Member.

2.6 There are no entities in which the Company directly or indirectly owns or controls any voting power or otherwise owns any equity interests, other than the Company Subsidiaries and other than positions taken in connection with ordinary course cash management activities.

2.7 Neither the Parent nor any Affiliate of the Parent owns or has any plan or intention to acquire (i) any interest in AerCap (other than the Stock Consideration or any interest in the Revolving Credit Facility) or (ii) any interest in any Company Group Member (other than the Shares, the Stock Consideration or any interest in the Revolving Credit Facility), in each case that would be classified as equity for U.S. federal Income Tax purposes and would (taken together with the Stock Consideration, and assuming that the Stock Consideration represents no more than 47% of the equity interests in AerCap for U.S. federal Income Tax purposes) result in stock owned by the Seller being attributed to AerCap for purposes of section 338(h)(3) of the US Tax Code.

3. **Ownership and Transfer of Shares**

3.1 The Seller is the sole legal holder of record and beneficial owner of the Shares, free and clear of any Encumbrances.

3.2 The Seller has the power and authority to sell, transfer, assign and deliver the Shares as provided in this Agreement, and such delivery will convey to the Purchaser good and valid title to the Shares, free and clear of all Encumbrances and any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of the Shares), other than restrictions on transfer imposed by applicable Law.

4. **No Conflicts**

Provided the Governmental Approvals identified in Schedule 5 have been made or obtained, the execution and delivery by each of the Parent and the Seller (as applicable) of the Transaction Agreements to which it is a party, the performance by each of the Parent and the Seller (as applicable) of its obligations under the Transaction Agreements to which it is a party and the consummation by each of the Parent and the Seller (as applicable) of the transactions contemplated by the Transaction Agreements to which it is a party do not and will not: (i) violate or result in the breach of any provision of the organizational documents of the Seller, the Parent or any Company Group Member; (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, the Seller or any Company Group Member (except, in the case of Governmental Approvals, for the Governmental Approvals identified in

Schedule 5 and notices, filings, exemptions or reviews, consents or approvals the failure of which to make or obtain that would not, individually or in the aggregate, reasonably be expected to give rise to a material liability or to criminal liability); 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, or result in the creation of any Encumbrance (other than Permitted Liens) on any of the assets or properties of any Company Group Member pursuant to, any Material Contract to which the Parent, the Seller or any Company Group Member is a party or by which any of them or any of their respective properties, assets or businesses is bound or subject, except, in the case of clause (ii) and clause (iii), for any such conflicts, violations, breaches, defaults, consents, terminations, accelerations, cancellations, losses, rights or creations that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

5. **Financial Statements**

The audited consolidated financial statements of the Company as of and for the years ended December 31, 2010, 2011 and 2012, and the notes thereto (the "**Audited Financial Statements**"), and the unaudited consolidated financial statements of the Company as of and for the quarterly periods ended March 31, 2013, June 30, 2013 and September 30, 2013, and the notes thereto (the "**Unaudited Financial Statements**" and, together with the Audited Financial Statements, the "**Financial Statements**"), (i) have been prepared in accordance with (a) all applicable Laws and financial regulations of the relevant jurisdiction(s) in force at the time of their preparation and (b) GAAP, which has been consistently applied throughout the periods indicated therein, except as otherwise disclosed in the Financial Statements; and (ii) present fairly, in all material respects, the consolidated financial position of the Company as of the end of such financial periods and the consolidated results of operations and cash flows of the Company for each of the periods then ended, except that the Unaudited Financial Statements are subject to normal recurring year-end adjustments.

6. **Absence of Certain Changes**

6.1 Since December 31, 2012 through the Signing Date, other than as disclosed in the Reports of any member of the Company Group filed or furnished to the SEC since December 31, 2012 through the Signing Date (excluding, in each case, any risk factor disclosures and other forward-looking statements), there has been no event, change, occurrence or development or state of facts which, individually or in the aggregate, has had, or would reasonably be expected to have, a Material Adverse Effect.

6.2 Since the Company Prospectus Date through the Signing Date, other than as disclosed in the Reports of any member of the Company Group filed or furnished to the SEC since the Company Prospectus Date through the Signing Date (excluding, in each case, any risk factor disclosures and other forward-looking statements), each Company Group Member has conducted its business in such a manner that the Seller's and the Parent's obligations under clause 8.1 would have been complied with as if this Agreement were in effect from the Company Prospectus Date.

7. **No Undisclosed Liabilities**

No Company Group Member has any liabilities or obligations of any nature (absolute, accrued, contingent or otherwise) which are not properly disclosed or reserved against in the Financial Statements as of and for the period ended September 30, 2013 to the extent required to be so disclosed or so reserved against therein in accordance with GAAP, except for (A) liabilities that have arisen since September 30, 2013 in the ordinary and usual course of business and consistent with past practice and (B) liabilities that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect.

8. **Internal Control of Financial Reporting**

The Company Group has devised and maintains systems of internal accounting and disclosure control procedures with respect to its businesses sufficient to provide reasonable assurances that: (a) material information relating to the Company, including its consolidated Subsidiaries, is made known to senior management of the Company by others within those entities and (b) the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. There are no significant deficiencies or material weaknesses in the design or the operation of the internal controls over financial reporting (as such term is defined in Rule 13a-15(f) under the Securities Exchange Act) of any of the Company Group Members which would reasonably be expected to adversely affect in any material respect the ability of the Company Group, taken as a whole, to record, process, summarize and report financial data and there is no, and there has not been any instances of, fraud that involves or involved management or other employees who have or had a significant role in such internal controls.

9. **Stock Lending**

No Company Group Member is a party to any stock lending or similar agreements or similar arrangements or has any obligations or liabilities (whether or not contingent) under or in connection with any such agreements or arrangements. No Company Group Member has any obligations or liabilities (whether or not contingent) under or in connection with any stock lending agreements or arrangements which are no longer outstanding but under which obligations or liabilities (whether or not contingent) exist or may arise.

10. **Indebtedness**

The Company Prospectus together with paragraph 10 of Schedule 1 of the Disclosure Letter describes all Indebtedness for borrowed money of each Company Group Member that has in excess of US$50 million outstanding.

11. **Disclosure**

The draft prospectus that forms a part of the registration statement for ILFC Holdings Inc., filed on Form S-1 with the SEC on September 2, 2011, as amended by Amendment No. 8 to Form S-1 filed with the SEC on the Company Prospectus Date, as supplemented by the information indicated in paragraph 11 of Schedule 1 of the Disclosure Letter (the "**Company Prospectus**"), as of the Company Prospectus Date, does not contain any untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

12. **Brokers and Finders**

No broker, finder or investment banker is entitled to any financial advisory, brokerage, finder's or other fee or commission in connection with this Agreement or the transactions contemplated hereby based upon arrangements made by or on behalf of the Parent, the Seller, any Company Group Member or any of their respective Affiliates.

13. **Offering of Securities**

Neither the Parent, the Seller, the Company nor any Person acting on their behalf has taken any action (including any offering of any securities of the Company under circumstances which would require the integration of such offering with the offering of any of the Shares under the Securities Act), which might subject the sale of any of the Shares to the Purchaser pursuant to this Agreement to the registration requirements of the Securities Act.

14. **Material Contracts**

The Disclosure Letter contains a true and complete list of all Material Contracts as of the Signing Date, true and complete copies of which have been made available to the Purchaser. Each Material Contract is a valid and binding obligation of each of the Company Group Member(s) (as applicable) that is party thereto and, to the knowledge of the Parent, each other party to such Material Contract, except for such failures to be valid and binding as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. Each such Material Contract is enforceable against the Company Group Member(s) that is party thereto and, to the knowledge of the Parent, as of the Company Prospectus Date, and, to the knowledge of the Parent without inquiry of each such other party, as of the Company Prospectus Date, each other party to such Material Contract in accordance with its terms (subject in each case to the Bankruptcy Exceptions), except for such failures to be enforceable as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. No Company Group Member or, to the knowledge of the Parent, as of the Signing Date, any other party to a Material Contract, is in material default or material breach of a Material Contract and, to the knowledge of the Parent, as of the Signing Date, there does not exist any event, condition or omission that would constitute such a default or breach (whether by lapse of time or notice or both), in each case, except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

15. **Affiliates**

Each contract, agreement and other arrangement between any member of the Company Group, on the one hand, and the Parent or any of its Affiliates (excluding any member of the Company Group), on the other hand, in effect as of the Signing Date (each of the foregoing, a "**Related Party Contract**") has been entered into, and contains terms and conditions that have been negotiated, on an arm's-length basis. The Disclosure Letter contains a true and complete list of all Related Party Contracts as of the Signing Date (other than Related Party Contracts entered into on an arms-length basis for the provision of insurance), true and complete copies of which have been made available to the Purchaser prior to the Signing Date. No transactions, contracts, agreements, arrangements or understandings or a series of related transactions, contracts, agreements, arrangements or understandings exist between, among or involving any Company Group Member, on the one hand, and any current or former director, officer or employee of such Company Group Member in respect of any loans to such director, officer or employee or similar obligations.

16. **Compliance with Laws**

Each Company Group Member has all material permits, licenses, franchises, authorizations, orders and approvals of, and has made all material filings, applications and registrations with, Governmental Authorities, that are required in order to permit it to own or lease its properties and assets and to carry on its business as presently conducted (the "**Permits**"), including all material licenses, certificates of authority, permits or other authorizations that are required to be obtained from any Governmental Authority in connection with the operation, ownership or transaction of an aircraft leasing business. To the knowledge of the Parent, all Permits are valid and in full force and effect. To the knowledge of the Parent, no Company Group Member is in default under or the subject of a proceeding for suspension or revocation of, and, to the knowledge of the Parent, no condition exists that with notice or lapse of time or both would constitute a default under, or basis for suspension or revocation of, any Permit. Each Company Group Member has complied in all respects and is not in default or violation of, and no Company Group Member is, to the knowledge of the Parent, under investigation with respect to or has been threatened to be charged with or given notice of any violation of, any applicable Law, other than such noncompliance, defaults or violations that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except for statutory or regulatory restrictions of general application or applicable to aircraft leasing companies generally, no Governmental Authority has placed any material restriction (other than Permitted Liens) on the business or properties of any Company Group Member that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. This paragraph 16 shall not apply with respect to Taxes.

17. **Reports**

17.1 Since March 6, 2012, each Company Group Member has timely filed (subject to any permitted extension) all material reports, forms, certifications, registrations, documents, filings, statements and submissions, together with any exhibits, amendments and supplements thereto, that it was required to file with any Governmental Authority (but excluding the Company Prospectus and its predecessors, including any preliminary registration statements filed on Form S-1 and amendments thereto) (the foregoing, collectively, the "**Reports**") and has paid all material fees and assessments due and payable in connection therewith. As of their respective dates of filing, (i) each of the Reports filed with the SEC and, to the knowledge of the Parent, each other Report complied in all material respects with all statutes and applicable rules and regulations of the applicable Governmental Authorities, (ii) each of the Reports filed with the SEC did not contain any untrue statement of material fact or omit to state any material fact required to be stated or incorporated by reference therein or necessary to make the statements therein in light of the circumstances under which they were made, not misleading, and (iii) to the knowledge of the Parent each of the other Reports was complete and accurate in all material respects. This paragraph 17 shall not apply with respect to Tax Returns.

17.2 All amendments, waivers or modifications to the Terminated SPA have been disclosed in one or more of the Reports. The Terminated SPA was terminated prior to the Signing Date in accordance with its terms.

18. **Litigation and Other Proceedings**

As of the Signing Date, there are no legal proceedings (including any proceeding or, to the knowledge of the Parent, any investigation by or before any Governmental Authority) pending or, to the knowledge of the Parent, threatened in writing against any member of the Company Group or to which any of their respective assets are subject which would reasonably be expected to result in Losses in excess of US$50 million or any permanent injunction or other form of equitable relief which would or would reasonably be expected to have a Material Adverse Effect. No member of the Company Group is subject to, and none of its assets, properties or businesses is bound by, any Order in a Material Jurisdiction and, to the knowledge of the Parent, in any jurisdiction (other than a Material Jurisdiction), in each case which would reasonably be expected to result in Losses in excess of US$50 million or any permanent injunction or other form of equitable relief which would or would reasonably be expected to have a Material Adverse Effect. As of the Signing Date, there are no legal proceedings (including any investigation or proceeding by or before any Governmental Authority) pending or, to the knowledge of the Parent, threatened in writing against any member of the Company Group or to which any of their respective assets are subject questioning the legality of the transactions contemplated by any of the Transaction Agreements.

19. **Properties and Leases**

19.1 No Company Group Member owns any real property.

19.2 Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company Group Members (as applicable) hold all leased real property (i) under valid and enforceable leases with no exceptions (other than Permitted Liens) that would interfere with the use made or to be made thereof by them and (ii) no Company Group Member or, to the knowledge of the Parent, any other party thereto, is in default or breach (whether by lapse of time or notice or both) under any such lease.

19.3 The assets, properties, and rights owned, leased, licensed or otherwise held by the Company Group constitute all of the material assets, properties and rights necessary to operate the Business conducted as of the date hereof. As at Completion, there will be no material assets, properties or rights that are necessary for the conduct of such Business that are owned, leased or otherwise held by the Parent or any of its Affiliates (other than the Company Group Members), other than services, assets and properties to be received by the Company Group or are expressly made available to the Company Group, in each case, pursuant to Article VI of the Shareholders' Agreement.

20. **Insurance**

All current property and liability insurance policies maintained by and covering any Company Group Member are in full force and effect (and all premiums due and payable thereon have been paid in full on a timely basis), and no written notice of cancellation, termination or revocation or other written notice that any such insurance policy is no longer in full force or effect or that the issuer of any such insurance policy is not willing or able to perform its obligations thereunder has been received by any Company Group Member, and no Company Group Member is in default of any provision thereof, except, in each case, that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. All certificates of insurance for (i) the insurance policies referred to in the preceding sentence and (ii) any insurance policies covering Aircraft (including any such policies maintained by third parties) in the Company's possession have been made available to the Purchaser.

21. **Intellectual Property**

Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (1) each member of the Company Group owns or otherwise has the right to use, all intellectual property rights, including all trademarks, trade dress, service marks, company names and other source identifiers and goodwill associated therewith, domain names, patents, inventions, trade secrets, know-how, works of authorship and copyrights therein ("**Proprietary Rights**"), that are used in the conduct of their existing businesses and all rights relating to the plans, design and specifications of any of its facilities free and clear of all Encumbrances and any claims of ownership by current or former employees, contractors, designers or others except for any Permitted Liens and (2) to the knowledge of the Parent, no member of the Company Group is materially infringing, diluting, misappropriating or violating, nor has any member of the Company Group received within the last two years any written (or, to the knowledge of the Parent, oral) communications alleging that any of them has materially infringed,

diluted, misappropriated or violated, any of the Proprietary Rights owned by any other Person. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, to the knowledge of the Parent, no other Person is infringing, diluting, misappropriating or violating, nor has any member of the Company Group sent any written communications since January 1, 2011 alleging that any Person has infringed, diluted, misappropriated or violated, any of the Proprietary Rights owned by any Company Group Member.

22. **Aircraft, Lease Documents, Manufacturer Agreements and Aircraft Trading Agreements**

22.1 **Aircraft**

(a) Exhibit 1.1(a)(i) of the Disclosure Letter lists each aircraft and engine owned by any Company Group Member as of the Aircraft Disclosure Date (including through any trustee or Economic Interest Titleholder thereof), and Exhibit 1.1(a)(ii) of the Disclosure Letter lists each Economic Interest Aircraft as of the Aircraft Disclosure Date, in each case including the manufacturer, model and the manufacturer's serial number of such aircraft or engine and, if applicable, the name of the Lessee thereof and identifies each such Aircraft or Engine which was on ground and/or not under the operational control of a Lessee as of the Aircraft Disclosure Date. As of the Aircraft Disclosure Date, a Company Group Member is either (x) the sole legal and beneficial owner of each Aircraft (other than each Economic Interest Aircraft) and Engine or (y) the beneficial owner of each Aircraft (other than each Economic Interest Aircraft) and legal title to such Aircraft is held by a trustee. As of the Aircraft Disclosure Date, a Company Group Member is the holder of a lessor's interest in any Aircraft (other than Economic Interest Aircraft) or Engine which are, as of such date, on lease to a Lessee, under the applicable Lease Documents; which Aircraft or Engine and which interest under those Lease Documents are, in each case, free and clear of all Encumbrances, other than Permitted Liens. Each purchase or sale of an aircraft or aircraft engine by any Company Group Member after the Aircraft Disclosure Date until the Signing Date was (a) pursuant to a Letter of Intent or Contract, a true and complete copy of which has been made available to the Purchaser or (b) in compliance with clause 8.1 as if such clause was in effect as of the Aircraft Disclosure Date (provided that for purposes of subclause (b) of this paragraph 22.1(a) of Part A of Schedule 1 all references to "Signing Date" in clause 8.1 and Part A of Schedule 2 shall be deemed to be references to the "Aircraft Disclosure Date").

(b) No Economic Interest Aircraft is registered or required to be registered with the FAA.

22.2 **Lease Documents**

(a) Parent and Seller have made available toPurchaser, as of the Lease Disclosure Date, true and complete copies of each Lease Document. As of the Lease Disclosure Date, there were no other material agreements between any Lessee and any Company Group Member concerning any Aircraft that is the subject of the Lease Documents that has not been made available to the Purchaser. Each aircraft or aircraft engine lease or other agreements related thereto entered into by any Company Group Member after the Lease Disclosure Date through the Signing Date was entered into in compliance with clause 8.1 as if such clause was in effect as of the Lease Disclosure Date (provided that for purposes of this sentence of this paragraph 22.2(a) of Part A of Schedule 1 all references to "Signing Date" in clause 8.1 and Part A of Schedule 2 shall be deemed to be references to the "Lease Disclosure Date"). Each Lease Document is a valid and binding obligation of each Company Group Member that is party thereto and, to the knowledge of the Parent as of the Lease Disclosure Date each other party to such Lease Document, except for such failures to be valid and binding as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. Each Lease Document is enforceable against each Company Group Member that is party thereto and, to the knowledge of the Parent, as of the Lease Disclosure Date, each other party to such Lease Document in accordance with its terms (subject in each case to the Bankruptcy Exceptions), except for such failures to be enforceable as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. No Company Group Member or, to the knowledge of the Parent as of the Lease Disclosure Date, any other party to a Lease Document, (i) is in default or breach of any provision of any Lease Document (including the relevant Lessee's obligations therein with respect to payment of rentals) and, to the knowledge of the Parent, as of the Lease Disclosure Date, there does not exist any event, condition or omission that would constitute such a default or breach (whether by lapse of time or notice or both), in each case, except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, or (ii) has the right (which is exercisable) to, or, to the knowledge of the Parent, has provided notice of any intent to, cancel or terminate, except for such cancelations or terminations as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. As of the Lease Disclosure Date, no Company Group Member has received any notice from a Lessee of its exercise of an existing option to purchase any Aircraft or Engine under the applicable Lease Documents. To the knowledge of the Parent, as of the Lease Disclosure Date, no Company Group Member has received notice under any Lease of any Event of Loss (as such term or any comparable term thereto is defined in the Lease) with respect to a total loss of any airframe of an any Aircraft.

(b) The information set forth in Paragraph 22.2(b) of Schedule 1 of the Disclosure Letter is true and correct in all material respects.

(c) Paragraph 22.2(c) of Schedule 1 of the Disclosure Letter lists, as of the Lease Disclosure Date (i) all failures by Lessees to make any basic rental cash payment or, to the knowledge of the Parent based on the most recent utilization report received from each Lessee, any cash maintenance rent payment, in each case required under a Lease Document that remains unpaid for more than (x) thirty (30) days and (y) sixty (60) days, in each case, after its respective due date, (ii) all notices of termination, in each case delivered by any Company Group Member to any Lessees in the last sixty (60) days, and (iii) all Aircraft which is subject to a Lease due to expire within twelve (12) months of the date hereof that is not subject to a lease that is scheduled to commence within the same month as, or the month immediately following, the expiration of the current Lease.

22.3 The Company Prospectus and Schedule 22.3 of the Disclosure Letter contain a true and complete list, as of the Manufacturer Agreement Disclosure Date, of (x) each Manufacturer Agreement and (y) each Letter of Intent which contemplates the entry into a Manufacturer Agreement, and true and complete copies of each such Manufacturer Agreement and Letters of Intent have been made available to Purchaser. Each Manufacturer Agreement is a valid and binding obligation of each Company Group Member that is party thereto and, to the knowledge of the Parent, as of the day prior to the Signing Date each other party to such Manufacturer Agreement, except for such failures to be valid and binding as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. Each such Manufacturer Agreement is enforceable against each Company Group Member that is party thereto and, to the knowledge of the Parent, as of the day prior to the Signing Date, each other party to such Manufacturer Agreement in accordance with its terms (subject in each case to the Bankruptcy Exceptions), except for such failures to be enforceable as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. No Company Group Member or, to the knowledge of the Parent, as of the day prior to the Signing Date, any other party to a Manufacturer Agreement, (i) is in material default or material breach of a Manufacturer Agreement and, to the knowledge of the Parent, as of the Signing Date, there does not exist any event, condition or omission that would constitute such a material default or material breach (whether by lapse of time or notice or both), in each case, except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect or (ii) has the right (which is exercisable) to, or, to the knowledge of the Parent, has provided notice of any intent to, cancel or terminate, except for such cancelations or terminations as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. The Company Prospectus and the Disclosure Letter set forth, all purchase orders and other commitments made by each Company Group Member to purchase aircraft from original equipment manufacturers that are outstanding as of the Manufacturer Agreement Disclosure Date. The Company Prospectus and the Disclosure Letter identify whether any material Manufacturer Agreement contains (i) change of control, cross default or event of default provisions that would reasonably be expected to be triggered by the transactions contemplated by the Transaction Agreements, (ii) covenants purporting to restrict materially the ability of any Company Group Member or its Affiliates to engage in any line of the Business in any geographical area or otherwise purporting to restrict their ability to sell or lease Aircraft or aircraft assets other than as required by applicable Law or pursuant to legal compliance policies of the relevant counterparty or (iii) terms or conditions that permit the termination of such Manufacturer Agreement or the rescheduling of deliveries of aircraft thereunder based on the financial condition of the Company Group, other than terms or conditions relating to bankruptcy, insolvency and failure to pay as required thereunder. The Parent and Seller hereby warrant to AerCap and Purchaser as set forth in Schedules 22.3(A) and 22.3(B) of the Disclosure Letter.

22.4 The Company Prospectus and the Disclosure Letter contain a true and complete list, as of the Aircraft Trading Agreement Disclosure Date, of (x) each Aircraft Trading Agreement and (y) each Letter of Intent which contemplates the entry into an Aircraft Trading Agreement, in each case, where the delivery of any aircraft thereunder has not yet occurred. True and complete copies of each such Aircraft Trading Agreement and Letter of Intent have been made available to the Purchaser. Each Aircraft Trading Agreement entered into after the Aircraft Trading Agreement Disclosure Date until the Signing Date was entered into (a) pursuant to a Letter of Intent listed in the Disclosure Letter, a true and complete copy of which has been made available to Purchaser, or (b) in compliance with clause 8.1 as if such clause was in effect as of the Aircraft Trading Agreement Disclosure Date (provided that for purposes of this paragraph 22.4 of Part A of Schedule 1 all references to "Signing Date" in subclause (b) of clause 8.1 and Part A of Schedule 2 shall be deemed to be references to the "Aircraft Trading Agreement Disclosure Date"). Each Aircraft Trading Agreement is a valid and binding obligation of each Company Group Member that is party thereto and, to the knowledge of the Parent, each other party to such Aircraft Trading Agreement, except for such failures to be valid and binding as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. Each such Aircraft Trading Agreement is enforceable against each Company Group Member that is party thereto and, to the knowledge of the Parent, as of the Aircraft Trading Agreement Disclosure Date, each other party to such Aircraft Trading Agreement in accordance with its terms (subject in each case to the Bankruptcy Exceptions), except for such failures to be enforceable as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. No Company Group Member or, to the knowledge of the Parent, as of the Aircraft Trading Agreement Disclosure Date, any other party to an Aircraft Trading Agreement, (i) is in material default or material breach of an Aircraft Trading Agreement and, to the knowledge of the Parent, as of the Aircraft Trading Agreement Disclosure Date, there does not exist any event, condition or omission that would constitute such a material default or material breach (whether by lapse of time or notice or both), in each case, except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect or (ii) has the right (which is exercisable) to, or, to the knowledge of the Parent, has provided notice of any intent to, cancel or terminate, except for such cancelations or terminations as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

23. **Employee Benefit Matters**

23.1 The Disclosure Letter contains a true and complete list as of the date hereof of each Company Benefit Plan. With respect to each Company Benefit Plan, the Seller has made available to the Purchaser prior to the Signing Date true, correct and complete copies, to the extent applicable, of (A) the most recent plan document and any related trust documents and the most recent summary plan description; (B) the most recent financial statements; (C) the most recent IRS determination letter or request for such determination

letter, as applicable; (D) any material associated administrative agreements; (E) insurance policies covering any such Company Benefit Plans; and (F) for the most recent plan year for which the deadline for filing such form has expired, the IRS Form 5500. True and complete copies of each form of employment, deferred compensation or other similar agreement with any current or former director, officer or management employee of any Company Group Member have been made available to the Purchaser prior to the Signing Date as well as any such agreement the terms of which are materially different from such form.

23.2 No Company Employee participates in a Benefit Plan that is not a Company Benefit Plan.

23.3 Except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect:

(a) each Company Benefit Plan has been operated and administered (including with respect to any applicable funding and registration requirements in the case of any pension fund) in compliance with its terms and with applicable Law, including ERISA and the U.S. Tax Code;

(b) no Company Group Member, has engaged in a transaction with respect to any Company Benefit Plan that, assuming the taxable period of such transaction expired on December 16, 2010 would reasonably be expected to subject any Company Group Member or any Company Benefit Plan to any Tax or penalty under applicable Law;

(c) all contributions required to be made by any Company Group Member (as applicable) under the terms of any Company Benefit Plan have been timely made when due and are appropriately reflected in all respects in the Financial Statements; and

(d) each Company Benefit Plan that is intended to be qualified under Section 401(a) of the U.S. Tax Code has received a favorable determination letter from the Internal Revenue Service (the "**IRS**") and, to the knowledge of the Parent, there are no facts or circumstances that would be reasonably likely to adversely affect the qualified status of any such Company Benefit Plan.

23.4 No Company Group Member has any obligations for retiree welfare benefits other than (A) benefits mandated by applicable Law or (B) coverage that continues during an applicable severance period.

23.5 No Company Benefit Plan is subject to Title I or Title IV of ERISA, and no Company Employee participates in, or is eligible for, any Parent Benefit Plan that is subject to Title IV of ERISA or is a defined benefit pension plan. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, neither the Parent nor any of its ERISA Affiliates has incurred any liability under Title IV of ERISA or otherwise arising in connection with the termination of or complete or partial withdrawal from any plan covered or previously covered by Title IV of ERISA or that is or was a defined benefit pension plan that is or could become, after the Completion Date, an obligation of any Company Group Member.

23.6 There is no contract, plan or arrangement (written or otherwise) covering any Company Employee or former employee of any Company Group Member that, individually or collectively, gives rise to the payment of any amount or the provision of any benefit as a result of the transactions contemplated hereby (whether alone or in combination with any other event) that would not be deductible pursuant to the terms of Section 280G or 162(m) of the U.S. Tax Code.

23.7 Except as required by applicable Law, no director, Company Employee or individual or former director, employee or individual consultant of any Company Group Member will become entitled to any bonus, retirements, severance or similar benefit or enhanced benefit (including acceleration of vesting or exercise of an incentive award) as a result of the transactions contemplated hereby (whether alone or in combination with any other event).

23.8 Except as required by applicable Law, no Company Group Member is a party to or bound by any collective bargaining agreement. There is no labor strike, labor dispute, or work stoppage or lockout pending or, to the knowledge of the Parent, threatened in writing against or affecting any Company Group Member. To the knowledge of the Parent, (A) no union organization campaign is in progress with respect to any Company Employees, (B) there is no material unfair labor practice charge, arbitration or complaint pending against any Company Group Member, and (C) except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each Company Group Member is in compliance with all applicable Laws relating to the proper classification of employees as exempt or nonexempt from overtime pay requirements, the provision of required meal and rest breaks, the proper classification of individuals as contractors or employees, and the Worker Adjustment Retraining and Notification Act of 1988, as amended, or any similar state or local plant closing or mass layoff statute, rule or regulation.

24. **Environmental Matters**

24.1 Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, since October 7, 2011 and, to the knowledge of the Parent, on or prior thereto:

(a) no Company Group Member has owned, leased or otherwise operated, or has formerly owned, leased or otherwise operated, any property at which any substance listed, defined, designated, classified or regulated under any Laws relating to pollution or to the protection of human health, safety, natural resources or the environment, including Laws relating to the use, treatment, disposal, storage, management, handling, manufacture, generation, processing, recycling, distribution, transport, release or threatened release of or exposure to harmful or deleterious substances (collectively, "**Environmental Laws**") as a waste, pollutant or contaminant or as hazardous, toxic, radioactive or dangerous, or any

other term of similar import under any Environmental Law, including for the avoidance of doubt petroleum, petroleum products and by-products, asbestos and asbestos-containing materials, and radon and other radioactive substances ("**Hazardous Materials**") is present in a condition or under circumstances that would reasonably be expected to result in any liability or obligation of any Company Group Member or interfere in any material respect with any of their operations;

(b) no Company Group Member has released or arranged for the storage, transportation, treatment or disposal of any Hazardous Materials at any location in a manner or under circumstances that would reasonably be expected to result in any liability to any Company Group Member or to interfere in any respect with any of their operations; and

(c) no Company Group Member has assumed or retained, by contract or operation of law, any liability under any Environmental Law that would reasonably be expected to affect any Company Group Member.

24.2 The Parent has made available to the Purchaser copies of the material reports of all environmental reviews, site assessments, compliance audits, investigations and documents containing information concerning compliance with or liability under or potential business impacts of any Environmental Laws, which compliance, liability or impacts relate to any Company Group Member or its business, to the extent such report or other document is in the Parent's or the Seller's possession or control and prepared after October 7, 2011, and all other such reports or documents of which the Parent is aware that were prepared on or prior thereto.

25. **The Accounts and Tax**

25.1 Each Company Group Member has timely filed all material federal Income Tax Returns and all other material Tax Returns required to be filed by it, subject to permitted extensions, and has timely paid all material Taxes due and payable by it (whether or not shown as due on such returns) or, where payment is not yet due, has made adequate provision for all Taxes on the Financial Statements in accordance with GAAP. All such Tax Returns are true, accurate and complete in all material respects. "**Tax**" or "**Taxes**" means (A) any federal, state, local or foreign income, gross receipts, property, sales, use, VAT, license, excise, franchise, employment, payroll, withholding, alternative or add on minimum, ad valorem, transfer or excise tax, or any other tax, custom, duty, levy, impost or other like assessment or charge, together with any interest, charge or penalty with respect thereto, imposed by any Tax Authority and (B) any liability of a Person for the payment of any amount of the type described in clause (A) as a result of such Person being or having been before Completion a member of an affiliated, consolidated, combined, controlled or unitary group, or a party to any agreement or arrangement, as a result of which liability of such Person to a Tax Authority is determined or taken into account with reference to the activities of any other individual, corporation, partnership, limited liability company, association, trust or other entity or organization.

25.2 (A) The charges, accruals and reserves for Taxes with respect to each Company Group Member reflected on the books of such Company Group Member (including any provision for deferred Income Taxes reflecting either differences between the treatment of items for accounting and Income Tax purposes or carryforwards) are adequate to cover any material Tax liabilities accruing through the end of the last period for which each Company Group Member ordinarily record items on their respective books; and (B) all information set forth in the Financial Statements (including the notes thereto) relating to material Tax matters is true, accurate and complete in all material respects.

25.3 (A) All material Income Tax Returns filed with respect to Tax years of each Company Group Member through the Tax year ended December 31, 2000 have been examined and closed or are Tax Returns with respect to which the applicable period for assessment under applicable Law, after giving effect to extensions or waivers, has expired; (B) no Company Group Member is delinquent in the payment of any material Income Tax due and payable by them (whether or not shown due on a Tax Return) or has requested any extension of time within which to file any material Income Tax Return and has not yet filed such Tax Return; (C) no Company Group Member has been granted any extension or waiver of the statute of limitations period applicable to any material Income Tax Return, which period (after giving effect to such extension or waiver) has not yet expired; (D) there is no claim, audit, action, suit, proceeding, or investigation now pending or threatened against or with respect to any Company Group Member in respect of any material Tax; (E) there are no requests for rulings or determinations in respect of any material Tax pending between any Company Group Member and any Tax Authority; (F) no Company Group Member will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Completion Date as a result of any: (i) change in method of accounting for a taxable period ending on or prior to the Completion Date, (ii) "closing agreement" as described in Section 7121 of the U.S. Tax Code (or any corresponding or similar provision of state, local, or foreign Income Tax Law) executed on or prior to the Completion Date, (iii) installment sale made on or prior to the Completion Date or (iv) election under Section 108(i) of the U.S. Tax Code; (G) there are no Tax Liens upon any of the assets or properties of any Company Group Member, other than with respect to Taxes not yet due and payable or for which adequate reserves have been made on the Financial Statements in accordance with GAAP; (H) no written claim has been made by any Tax Authority in a jurisdiction where any Company Group Member does not file Tax Returns that any such Company Group Member is or may be subject to taxation by that jurisdiction; (I) no Company Group Member is or has been a party to any "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4(c) within the past seven years; (J) the Company has not been a United States real property holding corporation within the meaning of Section 897(c)(2) of the U.S. Tax Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the U.S. Tax Code; (K) no Company Group Member has been either a "distributing corporation" or a "controlled corporation" in a distribution, within the five years preceding the Completion Date, in which the parties to such distribution treated the distribution as one to which Section 355 of the U.S. Tax Code is applicable; (L) each Company Group Member has withheld and paid all material Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or

other third party for all periods under all applicable Laws; (M) no Company Group Member since August 31, 1990 has been a member of an affiliated group of corporations that filed Tax Returns on a combined, consolidated, controlled or unitary basis for which the common parent is a Person other than a member of the Retained Group; (N) no Company Group Member is a party to or bound by any Tax allocation or sharing Agreement, other than any Tax allocation or sharing agreement with a member of the Retained Group, or commercial agreements entered into in the ordinary course of business (including, without limitation, leases, employment contracts, other agreements relating to the acquisition of goods or services or loan agreements for borrowed money); (O) no Company Group Member is resident for Tax purposes or has a permanent establishment in any jurisdiction other than the one in which it is incorporated or otherwise organized or in which it has filed a Tax Return; and (P) no Company Group Member has knowledge of any existing liability (either on a primary or secondary basis) in respect of any material withholding Taxes imposed on any payment under any Lease or Lease Document.

26. **Operations**

During the period from the Company Prospectus Date through and including the Signing Date, other than as disclosed in the Reports of any member of the Company Group filed or furnished to the SEC since the Company Prospectus Date (excluding, in each case, any risk factor disclosures and other forward-looking statements), the Company conducted its business in the ordinary course and did not engage in any of the actions described in Part A of Schedule 2; provided that for the purposes of this paragraph 26 all references to "Signing Date" in Part A of Schedule 2 shall be deemed to be references to "Company Prospectus Date."

27. **No Other Warranties**

The Parent and the Seller further acknowledge and agree that (i) the only representations, warranties, covenants and agreements made by AerCap, the Purchaser, any of their Affiliates or Representatives or any other Person are the representations, warranties, covenants and agreements made in this Agreement and (ii) except for the Purchaser Warranties, none of AerCap, the Purchaser or their Affiliates or Representatives makes any representation or warranty of any kind oral or written, express or implied, or nature whatsoever, oral or written, express or implied, with respect to AerCap, the Purchaser, the AerCap Subsidiaries, the business of AerCap, the Purchaser and the AerCap Subsidiaries, the Transaction Agreements or the transactions contemplated by the Transaction Agreements, including any representation or warranty relating to the financial condition, operations, assets or liabilities, the probable success or profitability of any of the foregoing entities. Except for the Purchaser Warranties, the Parent and the Seller have not relied upon any other representations or warranties or any other information made or supplied by or on behalf of AerCap, the Purchaser or any of their Affiliates or Representatives, and the Parent and the Seller acknowledge and agree that, absent actual fraud, none of AerCap, the Purchaser, their Affiliates or their Representatives has any liability or responsibility for any other representation, warranty, opinion, projection, forecast, advice, statement or information made, communicated or

furnished (orally or in writing) to the Parent or the Seller or their respective Affiliates or Representatives (including any opinion, projection, forecast, advice, statement or information that may have been or may be provided to the Parent and the Seller by any Representative of AerCap, the Purchaser or any of their Affiliates), and the Parent and the Seller acknowledge, agree with and affirm the statements made in this paragraph 27.

Part B

AerCap Warranties

1. **Organization, Authority and Enforceability**

1.1 AerCap is validly existing and is a company duly incorporated under the Laws of the Netherlands and the Purchaser is validly existing and is a company duly incorporated under the Laws of Ireland.

1.2 Each Purchaser Group Member 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. Each Purchaser Group Member is duly qualified as a foreign corporation or other organization to do business, and is in good standing (where such concept is legally recognized in the applicable jurisdiction), in each jurisdiction where the character of its owned, operated or leased properties or the nature of its activities makes such qualification and good standing necessary, except for failures to so qualify or be in good standing that, individually or in the aggregate, would not have a Purchaser Material Adverse Effect.

1.3 AerCap has made available to the Parent prior to the Signing Date true and complete copies of the articles of association or similar constitutional documents of AerCap and each Purchaser Material Subsidiary.

1.4 Each of AerCap and the Purchaser has all requisite power to enter into, complete the transactions contemplated by, and carry out its obligations under, each of the Transaction Agreements to which it is a party.

1.5 This Agreement has been duly executed and delivered by AerCap and the Purchaser.

1.6 Assuming due authorization, execution and delivery by the other parties hereto, each of the Transaction Agreements to which AerCap or the Purchaser (as applicable) is a party constitutes, or upon execution and delivery thereof, will constitute, the legal, valid and binding obligation of AerCap or the Purchaser (as applicable), enforceable against AerCap or the Purchaser (as applicable) in accordance with its terms, subject to the Bankruptcy Exceptions.

1.7 The execution, delivery and performance by each of AerCap and the Purchaser of this Agreement and the other Transaction Agreements to which it is a party, and the consummation by AerCap and the Purchaser (as applicable) of the transactions contemplated hereunder and thereunder, have been duly authorized by all necessary corporate and shareholder action on the part of AerCap and the Purchaser, subject to the receipt of the AerCap Shareholder Approval, and no further approval or authorization shall be required on the part of AerCap or the Purchaser.

2. **Capitalization**

2.1 The Purchaser Disclosure Letter sets forth, as of the Signing Date, a true, correct and complete list of (i) the authorized capital of AerCap and each Purchaser Material Subsidiary, (ii) the number of shares (or other applicable units) of each class or series of capital stock of AerCap and each Purchaser Material Subsidiary that are issued and outstanding, together with the name of each holder thereof and (iii) the jurisdiction of organization of each Purchaser Material Subsidiary.

2.2 All the outstanding shares (or other applicable units) or ownership interests of AerCap and each other Purchaser Group Member have been, and the Stock Consideration will be, duly authorized and validly issued, are, and in the case of the Stock Consideration, will be, fully paid and non-assessable and were not, and in the case of the Stock Consideration, will not be, issued in violation of any pre-emption or subscription rights.

2.3 There are no options, calls, warrants or convertible or exchangeable securities, or conversion, pre-emption, subscription, registration or other rights, or agreements, arrangements or commitments (other than Purchaser Permitted Liens over the shares or ownership interests of any Purchaser Group Member), in any such case, obligating or which may obligate any Purchaser Group Member to issue, sell, purchase, register, return or redeem, or otherwise dispose of, transfer or acquire, any respective shares (or other applicable units) or ownership interests convertible into or exchangeable for any of their respective shares (or other applicable units). There are no capital appreciation rights, phantom share plans, securities with participation rights or features, or similar obligations and commitments of any other Purchaser Group Member.

2.4 Except for the Transaction Agreements and restrictions imposed by applicable Laws or any Governmental Authority or except for trusts holding title to AerCap Aircraft, there are no voting trusts, shareholder agreements, proxies or other rights or agreements to which any Purchaser Group Member is a party in effect with respect to the voting, transfer or dividend rights of the AerCap Ordinary Shares or (other than Purchaser Permitted Liens) of the shares (or other applicable units) or ownership interests of any Purchaser Group Member.

2.5 There are no entities in which AerCap directly or indirectly owns or controls any voting power or otherwise owns any equity interests, other than AerCap Subsidiaries and other than positions taken in connection with ordinary course cash management activities.

3. **Ownership and Transfer of Shares**

AerCap has the power and authority to issue and deliver the Stock Consideration as provided in this Agreement, and such delivery will convey to the Seller good and valid title to the Stock Consideration, free and clear of all Encumbrances and any other limitation or restriction, other than restrictions on transfer imposed by applicable Law.

4. **No Conflicts**

Provided the Governmental Approvals identified in Schedule 6 have been made or obtained and the AerCap Shareholder Approval has been obtained, the execution and delivery by each of AerCap and the Purchaser (as applicable) of the Transaction Agreements to which it is a party, the performance by each of AerCap and the Purchaser (as applicable) of its obligations under the Transaction Agreements to which it is a party and the consummation by each of AerCap and the Purchaser (as applicable) of the transactions contemplated by the Transaction Agreements to which it is a party do not and will not: (i) violate or result in the breach of any provision of the organizational documents of AerCap, the Purchaser or any Purchaser Group Member; (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, AerCap, the Purchaser or any Purchaser Group Member (except, in the case of Governmental Approvals, for the Governmental Approvals identified in Schedule 6 and notices, filings, exemptions or reviews, consents or approvals the failure of which to make or obtain that would not, individually or in the aggregate, reasonably be expected to give rise to a material liability or to criminal liability); 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, or result in the creation of any Encumbrance (other than Purchaser Permitted Liens) on any of the assets or properties of any Purchaser Group Member pursuant to, any AerCap Material Contract to which AerCap, the Purchaser or any Purchaser Group Member is a party or by which any of them or any of their respective properties, assets or businesses is bound or subject, except, in the case of clause (ii) and clause (iii), for any such conflicts, violations, breaches, defaults, consents, terminations, accelerations, cancellations, losses, rights or creations that, individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect.

5. **Financial Statements**

The audited consolidated financial statements of AerCap as of and for the years ended December 31, 2010, 2011 and 2012, and the notes thereto (the "**AerCap Audited Financial Statements**"), and the unaudited consolidated financial statements of AerCap as of and for the quarterly periods ended March 31, 2013, June 30, 2013 and September 30, 2013, and the notes thereto (the "**AerCap Unaudited Financial Statements**" and, together with the AerCap Audited Financial Statements, the "**AerCap Financial Statements**") (i) have been prepared in accordance with (a) all applicable Laws and financial regulations of the relevant jurisdiction(s) in force at the time of their preparation and (b) GAAP, which has been consistently applied throughout the periods indicated therein, except as otherwise disclosed in the AerCap Financial Statements; and (ii) present fairly, in all material respects, the consolidated financial position of AerCap as of the end of such financial periods and the consolidated results of operations and cash flows of AerCap for each of the periods then ended, except that the AerCap Unaudited Financial Statements are subject to normal recurring year-end adjustments.

6. **Absence of Certain Changes**

6.1 Since December 31, 2012 through the Signing Date, other than as disclosed in the AerCap Reports of any member of the Purchaser Group filed or furnished to the SEC since December 31, 2012 through the Signing Date (excluding, in each case, any risk factor disclosures and other forward-looking statements), there has been no event, change, occurrence or development or state of facts which, individually or in the aggregate, has had, or would reasonably be expected to have, a Purchaser Material Adverse Effect.

6.2 Since September 30, 2013 through the Signing Date, other than as disclosed in the AerCap Reports of any member of the Purchaser Group filed or furnished to the SEC since September 30, 2013 through the Signing Date (excluding, in each case, any risk factor disclosures and other forward-looking statements), each Purchaser Group Member has conducted its business in such a manner that AerCap's and the Purchaser's obligations under clause 8.4 would have been complied with as if this Agreement were in effect from September 30, 2013.

7. **No Undisclosed Liabilities**

No Purchaser Group Member has any liabilities or obligations of any nature (absolute, accrued, contingent or otherwise) which are not properly disclosed or reserved against in the AerCap Financial Statements as of and for the period ended September 30, 2013 to the extent required to be so disclosed or so reserved against therein in accordance with GAAP, except for (A) liabilities that have arisen since September 30, 2013 in the ordinary and usual course of business and consistent with past practice and (B) liabilities that, individually or in the aggregate, have not had and would not reasonably be expected to have a Purchaser Material Adverse Effect.

8. **Internal Control of Financial Reporting**

The Purchaser Group has devised and maintains systems of internal accounting and disclosure control procedures with respect to its businesses sufficient to provide reasonable assurances that: (a) material information relating to AerCap, including its consolidated Subsidiaries, is made known to senior management of AerCap by others within those entities and (b) the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. There are no significant deficiencies or material weaknesses in the design or the operation of the internal controls over financial reporting (as such term is defined in Rule 13a-15(f) under the Securities Exchange Act) of any of the Purchaser Group Members which would reasonably be expected to adversely affect in any material respect the ability of the Purchaser Group, taken as a whole, to record, process, summarize and report financial data and there is no, and there has not been any instances of, fraud that involves or involved management or other employees who have or had a significant role in such internal controls.

9. **Stock Lending**

No Purchaser Group Member is a party to any stock lending or similar agreements or similar arrangements or has any obligations or liabilities (whether or not contingent) under or in connection with any such agreements or arrangements. No Purchaser Group Member has any obligations or liabilities (whether or not contingent) under or in connection with any stock lending agreements or arrangements which are no longer outstanding but under which obligations or liabilities (whether or not contingent) exist or may arise.

10. **Indebtedness**

The AerCap Reports together with paragraph 10 of Schedule 1 of the Purchaser Disclosure Letter describes all Indebtedness for borrowed money of each Purchaser Group Member that has in excess of US$50 million outstanding.

11. **Brokers and Finders**

No broker, finder or investment banker is entitled to any financial advisory, brokerage, finder's or other fee or commission in connection with this Agreement or the transactions contemplated hereby based upon arrangements made by or on behalf of AerCap, the Purchaser, any Purchaser Group Member or any of their respective Affiliates.

12. **Material Contracts**

The Purchaser Disclosure Letter contains a true and complete list of all AerCap Material Contracts as of the Signing Date, true and complete copies of which have been made available to the Parent. Each AerCap Material Contract is a valid and binding obligation of each of the Purchaser Group Member(s) (as applicable) that is party thereto and, to the knowledge of AerCap, each other party to such AerCap Material Contract, except for such failures to be valid and binding as, individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect. Each such AerCap Material Contract is enforceable against the Purchaser Group Member(s) that is party thereto and, to the knowledge of AerCap, as of September 30, 2013, and, to the knowledge of AerCap without inquiry of each such other party, as of September 30, 2013, each other party to such AerCap Material Contract in accordance with its terms (subject in each case to the Bankruptcy Exceptions), except for such failures to be enforceable as, individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect. No Purchaser Group Member or, to the knowledge of AerCap, as of the Signing Date, any other party to an AerCap Material Contract, is in material default or material breach of an AerCap Material Contract and, to the knowledge of AerCap, as of the Signing Date, there does not exist any event, condition or omission that would constitute such a default or breach (whether by lapse of time or notice or both), in each case, except as, individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect.

13. **Affiliates**

No transactions, contracts, agreements, arrangements or understandings or a series of related transactions, contracts, agreements, arrangements or understandings exist between, among or involving any Purchaser Group Member, on the one hand, and any current or former director, officer or employee of such Purchaser Group Member in respect of any loans to such director, officer or employee or similar obligations.

14. **Compliance with Laws**

Each Purchaser Group Member has all material permits, licenses, franchises, authorizations, orders and approvals of, and has made all material filings, applications and registrations with, Governmental Authorities, that are required in order to permit it to own or lease its properties and assets and to carry on its business as presently conducted (the "**AerCap Permits**"), including all material licenses, certificates of authority, permits or other authorizations that are required to be obtained from any Governmental Authority in connection with the operation, ownership or transaction of an aircraft leasing business. To the knowledge of AerCap, all AerCap Permits are valid and in full force and effect. To the knowledge of AerCap, no Purchaser Group Member is in default under or the subject of a proceeding for suspension or revocation of, and, to the knowledge of AerCap, no condition exists that with notice or lapse of time or both would constitute a default under, or basis for suspension or revocation of, any AerCap Permit. Each Purchaser Group Member has complied in all respects and is not in default or violation of, and no Purchaser Group Member is, to the knowledge of AerCap, under investigation with respect to or has been threatened to be charged with or given notice of any violation of, any applicable Law, other than such noncompliance, defaults or violations that would not, individually or in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect. Except for statutory or regulatory restrictions of general application or applicable to aircraft leasing companies generally, no Governmental Authority has placed any material restriction (other than AerCap Permitted Liens) on the business or properties of any Purchaser Group Member that would, individually or in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect. This paragraph 14 shall not apply with respect to Taxes.

15. **Reports**

Since March 6, 2012, each Purchaser Group Member has timely filed (subject to any permitted extension) all material reports, forms, certifications, registrations, documents, filings, statements and submissions, together with any exhibits, amendments and supplements thereto, that it was required to file with any Governmental Authority (the foregoing, collectively, the "**AerCap Reports**") and has paid all material fees and assessments due and payable in connection therewith. As of their respective dates of filing, (i) each of the AerCap Reports filed with the SEC and, to the knowledge of AerCap, each other AerCap Report complied in all material respects with all statutes and applicable rules and regulations of the applicable Governmental Authorities, (ii) each of the AerCap Reports filed with the SEC did not contain any untrue statement of material fact or omit to state any material fact required to be stated or incorporated by reference therein or necessary to make the statements therein in light of the circumstances under which they were made, not misleading, and (iii) to the knowledge of AerCap each of the other AerCap Reports was complete and accurate in all material respects. This paragraph 15 shall not apply with respect to Tax Returns.

16. **Litigation and Other Proceedings**

As of the Signing Date, there are no legal proceedings (including any proceeding or, to the knowledge of AerCap, any investigation by or before any Governmental Authority) pending or, to the knowledge of AerCap, threatened in writing against any member of the Purchaser Group or to which any of their respective assets are subject which would reasonably be expected to result in Losses in excess of US$50 million or any permanent injunction or other form of equitable relief which would or would reasonably be expected to have a Purchaser Material Adverse Effect. No member of the Purchaser Group is subject to, and none of its assets, properties or businesses is bound by, any Order in a Material Jurisdiction and, to the knowledge of AerCap, in any jurisdiction (other than a Material Jurisdiction), in each case which would reasonably be expected to result in Losses in excess of US$50 million or any permanent injunction or other form of equitable relief which would or would reasonably be expected to have a Purchaser Material Adverse Effect. As of the Signing Date, there are no legal proceedings (including any investigation or proceeding by or before any Governmental Authority) pending or, to the knowledge of AerCap, threatened in writing against any member of the Purchaser Group or to which any of their respective assets are subject questioning the legality of the transactions contemplated by any of the Transaction Agreements.

17. **Properties and Leases**

17.1 No Purchaser Group Member owns any real property.

17.2 Except as would not, individually or in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect, the Purchaser Group Members (as applicable) hold all leased real property (i) under valid and enforceable leases with no exceptions (other than Purchaser Permitted Liens) that would interfere with the use made or to be made thereof by them and (ii) no Purchaser Group Member or, to the knowledge of AerCap, any other party thereto, is in default or breach (whether by lapse of time or notice or both) under any such lease.

18. **Insurance**

All current property and liability insurance policies maintained by and covering any Purchaser Group Member are in full force and effect (and all premiums due and payable thereon have been paid in full on a timely basis), and no written notice of cancellation, termination or revocation or other written notice that any such insurance policy is no longer in full force or effect or that the issuer of any such insurance policy is not willing or able to perform its obligations thereunder has been received by any Purchaser Group Member, and no Purchaser Group Member is in default of any provision thereof, except, in each case, that, individually or in the aggregate, would not reasonably be expected to

have a Purchaser Material Adverse Effect. All certificates of insurance for (i) the insurance policies referred to in the preceding sentence and (ii) any insurance policies covering Aircraft (including any such policies maintained by third parties) in the Purchaser's possession have been made available to the Parent.

19. **Intellectual Property**

Except as would not, individually or in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect, (1) each member of the Purchaser Group owns or otherwise has the right to use, all Proprietary Rights that are used in the conduct of their existing businesses and all rights relating to the plans, design and specifications of any of its facilities free and clear of all Encumbrances and any claims of ownership by current or former employees, contractors, designers or others except for any Purchaser Permitted Liens and (2) to the knowledge of AerCap, no member of the Purchaser Group is materially infringing, diluting, misappropriating or violating, nor has any member of the Purchaser Group received within the last two years any written (or, to the knowledge of AerCap, oral) communications alleging that any of them has materially infringed, diluted, misappropriated or violated, any of the Proprietary Rights owned by any other Person. Except as would not, individually or in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect, to the knowledge of AerCap, no other Person is infringing, diluting, misappropriating or violating, nor has any member of the Purchaser Group sent any written communications since January 1, 2011 alleging that any Person has infringed, diluted, misappropriated or violated, any of the Proprietary Rights owned by any Purchaser Group Member.

20. **Aircraft, Lease Documents, Manufacturer Agreements and Aircraft Trading Agreements**

20.1 Exhibit 1.1(a) of the Purchaser Disclosure Letter lists each aircraft and engine owned by any Purchaser Group Member as of the Aircraft Disclosure Date, including the manufacturer, model and the manufacturer's serial number of such aircraft or engine and, if applicable, the name of the AerCap Lessee thereof and identifies each such AerCap Aircraft or AerCap Engine which was on ground and/or not under the operational control of an AerCap Lessee as of the Aircraft Disclosure Date. As of the Aircraft Disclosure Date, a Purchaser Group Member is either (x) the sole legal and beneficial owner of each AerCap Aircraft and AerCap Engine or (y) the beneficial owner of each AerCap Aircraft and legal title to such AerCap Aircraft is held by a trustee. As of the Aircraft Disclosure Date, a Purchaser Group Member is the holder of a lessor's interest in any AerCap Aircraft or AerCap Engine which are, as of such date, on lease to an AerCap Lessee, under the applicable AerCap Lease Documents; which AerCap Aircraft or AerCap Engine and which interest under those AerCap Lease Documents are, in each case, free and clear of all Encumbrances, other than Purchaser Permitted Liens. Each purchase or sale of an aircraft or aircraft engine by any Purchaser Group Member after the Aircraft Disclosure Date until the Signing Date was (a) pursuant to a Letter of Intent or Contract, a true and complete copy of which has been made available to the Parent, or (b) in compliance with clause 8.4 as if such clause was in effect as of the Aircraft Disclosure Date (provided that for purposes of subclause (b) of this paragraph 20.1 of Part B of Schedule 1 all references to "Signing Date" in clause 8.4 shall be deemed to be references to the "Aircraft Disclosure Date").

20.2 Lease Documents

(a) Purchaser has made available to Seller and Parent, as of the Lease Disclosure Date true and complete copies of each Lease Document have been made available to the Parent. As of the Lease Disclosure Date, there were no other material agreements between any AerCap Lessee and any Purchaser Group Member concerning any AerCap Aircraft that is the subject of the AerCap Lease Documents that has not been made available to the Parent. Each aircraft or aircraft engine lease or other agreements related thereto entered into by any Purchaser Group Member after the Lease Disclosure Date through the Signing Date was entered into in compliance with clause 8.4 as if such clause was in effect as of the Lease Disclosure Date (provided that for purposes of this sentence of this paragraph 20.2 of Part B of Schedule 1 all references to "Signing Date" in clause 8.4 shall be deemed to be references to the Lease Disclosure Date). Each AerCap Lease Document is a valid and binding obligation of each Purchaser Group Member that is party thereto and, to the knowledge of AerCap as of the Lease Disclosure Date each other party to such AerCap Lease Document, except for such failures to be valid and binding as, individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect. Each AerCap Lease Document is enforceable against each Purchaser Group Member that is party thereto and, to the knowledge of AerCap, as of the Lease Disclosure Date, each other party to such AerCap Lease Document in accordance with its terms (subject in each case to the Bankruptcy Exceptions), except for such failures to be enforceable as, individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect. No Purchaser Group Member or, to the knowledge of AerCap as of the Lease Disclosure Date, any other party to an AerCap Lease Document, (i) is in default or breach of any provision of any AerCap Lease Document (including the relevant AerCap Lessee's obligations therein with respect to payment of rentals) and, to the knowledge of AerCap, as of the Lease Disclosure Date, there does not exist any event, condition or omission that would constitute such a default or breach (whether by lapse of time or notice or both), in each case, except as, individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect, or (ii) has the right (which is exercisable) to, or, to the knowledge of the AerCap, has provided notice of any intent to, cancel or terminate except for such cancelations or terminations as, individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect. As of the Lease Disclosure Date, no Purchaser Group Member has received any notice from an AerCap Lessee of its exercise of an existing option to purchase any AerCap Aircraft or AerCap Engine under the applicable AerCap Lease Documents. To the knowledge of AerCap, as of the Lease Disclosure Date, no Purchaser Group Member has received notice under any AerCap Lease of any Event of Loss (as such term or any comparable term thereto is defined in the AerCap Lease) with respect to a total loss of any airframe of an any AerCap Aircraft.

(b) The information set forth in Paragraph 20.2(b) of Schedule 1 of the Purchaser Disclosure Letter is true and correct in all material respects.

(c) Paragraph 20.2(c) of Schedule 1 of the Purchaser Disclosure Letter lists, as of the date set forth therein, which date will be no earlier than the Lease Disclosure Date (i) all failures by AerCap Lessees to make any basic rental cash payment or, to the knowledge of the Parent based on the most recent utilization report received from each Lessee, any cash maintenance rent payment, in each case required under an AerCap Lease Document that remains unpaid for more than (x) thirty (30) days and (y) sixty (60) days, in each case, after its respective due date, (ii) all notices of termination, in each case delivered by any Purchaser Group Member to any AerCap Lessees in the last sixty (60) days, and (iii) all AerCap Aircraft which is subject to an AerCap Lease due to expire within twelve (12) months of the date hereof that is not subject to a lease that is scheduled to commence within the same month as, or the month immediately following, the expiration of the current AerCap Lease.

20.3 Schedule 20.3 of the Purchaser Disclosure Letter contains a true and complete list, as of the Manufacturer Agreement Disclosure Date, of (x) each AerCap Manufacturer Agreement and (y) each Letter of Intent which contemplates the entry into an AerCap Manufacturer Agreement and true and complete copies of each such AerCap Manufacturer Agreement and Letter of Intent have been made available to Parent and Seller. Each AerCap Manufacturer Agreement is a valid and binding obligation of each Purchaser Group Member that is party thereto and, to the knowledge of AerCap, as of the day prior to the Signing Date each other party to such AerCap Manufacturer Agreement, except for such failures to be valid and binding as, individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect. Each such AerCap Manufacturer Agreement is enforceable against each Purchaser Group Member that is party thereto and, to the knowledge of AerCap, as of the day prior to the Signing Date, each other party to such AerCap Manufacturer Agreement in accordance with its terms (subject in each case to the Bankruptcy Exceptions), except for such failures to be enforceable as, individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect. No Purchaser Group Member or, to the knowledge of AerCap, as of the day prior to the Signing Date, any other party to an AerCap Manufacturer Agreement, (i) is in material default or material breach of an AerCap Manufacturer Agreement and, to the knowledge of AerCap, as of the Signing Date, there does not exist any event, condition or omission that would constitute such a material default or material breach (whether by lapse of time or notice or both), in each case, except as, individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect or (ii) has the right (which is exercisable) to, or, to the knowledge of AerCap, has provided notice of any intent to, cancel or terminate except for such cancelations or terminations as, individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect. The AerCap Reports and the Purchaser Disclosure Letter set forth all purchase orders and other

commitments made by each Purchaser Group Member to purchase aircraft from original equipment manufacturers that are outstanding as of the Manufacturer Agreement Disclosure Date. The AerCap Reports and the Purchaser Disclosure Letter identify whether any material AerCap Manufacturer Agreement contains (i) change of control, cross default or event of default provisions that would reasonably be expected to be triggered by the transactions contemplated by the Transaction Agreements, (ii) covenants purporting to restrict materially the ability of any Purchaser Group Member or its Affiliates to engage in any line of the Business in any geographical area or otherwise purporting to restrict their ability to sell or lease AerCap Aircraft or aircraft assets other than as required by applicable Law or pursuant to legal compliance policies of the relevant counterparty or (iii) terms or conditions that permit the termination of such AerCap Manufacturer Agreement or the rescheduling of deliveries of aircraft thereunder based on the financial condition of the Purchaser Group, other than terms or conditions relating to bankruptcy, insolvency and failure to pay as required thereunder.

20.4 The AerCap Form 20-F and the Purchaser Disclosure Letter contain a true and complete list of (x) each AerCap Aircraft Trading Agreement and (y) each Letter of Intent which contemplates the entry into an AerCap Aircraft Trading Agreement, in each case, where the delivery of any aircraft thereunder has not occurred yet. True and complete copies of each such AerCap Aircraft Trading Agreement and Letter of Intent have been made available to the Parent. Each AerCap Aircraft Trading Agreement entered into after the Aircraft Trading Agreement Disclosure Date through the Signing Date was entered into (a) pursuant to a Letter of Intent listed in the Purchaser Disclosure Letter, a true and complete copy of which has been made available to the Parent, or (b) in compliance with clause 8.4 as if such clause was in effect as of the Aircraft Trading Agreement Disclosure Date (provided that for purposes of subclause (b) of this paragraph 20.4 of Part B of Schedule 1 all references to "Signing Date" in clause 8.4 shall be deemed to be references to the "Aircraft Trading Agreement Disclosure Date"). Each AerCap Aircraft Trading Agreement is a valid and binding obligation of each Purchaser Group Member that is party thereto and, to the knowledge of AerCap, each other party to such AerCap Aircraft Trading Agreement, except for such failures to be valid and binding as, individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect. Each such AerCap Aircraft Trading Agreement is enforceable against each Purchaser Group Member that is party thereto and, to the knowledge of AerCap, as of the Aircraft Trading Agreement Disclosure Date, each other party to such AerCap Aircraft Trading Agreement in accordance with its terms (subject in each case to the Bankruptcy Exceptions), except for such failures to be enforceable as, individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect. No Purchaser Group Member or, to the knowledge of AerCap, as of the Aircraft Trading Agreement Disclosure Date, any other party to an AerCap Aircraft Trading Agreement, (i) is in material default or material breach of an AerCap Aircraft Trading Agreement and, to the knowledge of AerCap, as of the Aircraft Trading Agreement Disclosure Date, there does not exist any event, condition or omission that would constitute such a material default or material breach (whether by lapse of time or notice or both), in each case, except as, individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect or (ii) has the right (which is exercisable) to, or, to the knowledge of AerCap, has provided notice of any intent to, cancel or terminate except for such cancelations or terminations as, individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect.

21. **Employee Benefit Matters**

21.1 The Purchaser Disclosure Letter contains a true and complete list as of the date hereof of each Purchaser Benefit Plan. With respect to each Purchaser Benefit Plan, the Purchaser has made available to the Seller prior to the Signing Date true, correct and complete copies, to the extent applicable, of (A) the most recent plan document and any related trust documents and the most recent summary plan description; (B) the most recent financial statements; (C) the most recent IRS determination letter or request for such determination letter, as applicable; (D) insurance policies covering any such Purchaser Benefit Plans; and (E) for the most recent plan year for which the deadline for filing such form has expired, the IRS Form 5500. Substantially similar form agreements for each form of employment, deferred compensation or other similar agreement with any current or former director of any Purchaser Group Member or member of the AerCap Group Executive Committee have been made available to the Seller prior to the Signing Date as well as any such agreement the terms of which are materially different from such form.

21.2 Except as would not reasonably be expected to have, either individually or in the aggregate, a Purchaser Material Adverse Effect:

(a) each Purchaser Benefit Plan has been operated and administered (including with respect to any applicable funding and registration requirements in the case of any pension fund) in compliance with its terms and with applicable Law, including ERISA and the U.S. Tax Code;

(b) no Purchaser Group Member, has engaged in a transaction with respect to any Purchaser Benefit Plan that, assuming the taxable period of such transaction expired on December 16, 2010 would reasonably be expected to subject any Purchaser Group Member or any Purchaser Benefit Plan to any Tax or penalty under applicable Law;

(c) all contributions required to be made by any Purchaser Group Member (as applicable) under the terms of any Purchaser Benefit Plan have been timely made when due and are appropriately reflected in all respects in the AerCap Financial Statements; and

(d) each Purchaser Benefit Plan that is intended to be qualified under Section 401(a) of the U.S. Tax Code has received a favorable determination letter from the Internal Revenue Service (the "**IRS**") and, to the knowledge of AerCap, there are no facts or circumstances that would be reasonably likely to adversely affect the qualified status of any such Purchaser Benefit Plan.

21.3 No Purchaser Group Member has any obligations for retiree welfare benefits other than (A) benefits mandated by applicable Law or (B) coverage that continues during an applicable severance period.

21.4 No Purchaser Benefit Plan is subject to Title I or Title IV of ERISA. Except as would not reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect, neither AerCap nor any of its AerCap ERISA Affiliates has incurred any liability under Title IV of ERISA or otherwise arising in connection with the termination of or complete or partial withdrawal from any plan covered or previously covered by Title IV of ERISA or that is or was a defined benefit pension plan that is or could become, after the Completion Date, an obligation of any Purchaser Group Member.

21.5 Except as required by applicable Law, no director, Purchaser Employee or individual or former director, employee or individual consultant of any Purchaser Group Member will become entitled to any bonus, retirements, severance or similar benefit or enhanced benefit (including acceleration of vesting or exercise of an incentive award) as a result of the transactions contemplated hereby (whether alone or in combination with any other event).

21.6 Except as required by applicable Law, no Purchaser Group Member is a party to or bound by any collective bargaining agreement. There is no labor strike, labor dispute, or work stoppage or lockout pending or, to the knowledge of AerCap, threatened in writing against or affecting any Purchaser Group Member. To the knowledge of AerCap, (A) no union organization campaign is in progress with respect to any Purchaser Employees, (B) there is no material unfair labor practice charge, arbitration or complaint pending against any Purchaser Group Member, and (C) except as would not reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect, each Purchaser Group Member is in compliance with all applicable Laws relating to the proper classification of employees as exempt or nonexempt from overtime pay requirements, the provision of required meal and rest breaks, the proper classification of individuals as contractors or employees, and the Worker Adjustment Retraining and Notification Act of 1988, as amended, or any similar state or local plant closing or mass layoff statute, rule or regulation.

22. **Environmental Matters**

22.1 Except as would not reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect, since October 7, 2011 and, to the knowledge of AerCap, on or prior thereto:

(a) no Purchaser Group Member has owned, leased or otherwise operated, or has formerly owned, leased or otherwise operated, any property at which any substance listed, defined, designated, classified or regulated under any Environmental Laws as Hazardous Materials is present in a condition or under circumstances that would reasonably be expected to result in any liability or obligation of any Purchaser Group Member or interfere in any material respect with any of their operations;

(b) no Purchaser Group Member has released or arranged for the storage, transportation, treatment or disposal of any Hazardous Materials at any location in a manner or under circumstances that would reasonably be expected to result in any liability to any Purchaser Group Member or to interfere in any respect with any of their operations; and

(c) no Purchaser Group Member has assumed or retained, by contract or operation of law, any liability under any Environmental Law that would reasonably be expected to affect any Purchaser Group Member.

22.2 AerCap has made available to the Parent copies of the material reports of all environmental reviews, site assessments, compliance audits, investigations and documents containing information concerning compliance with or liability under or potential business impacts of any Environmental Laws, which compliance, liability or impacts relate to any Purchaser Group Member or its business, to the extent such report or other document is in AerCap's or the Purchaser's possession or control and prepared after October 7, 2011, and all other such reports or documents of which AerCap is aware that were prepared on or prior thereto.

23. **The Accounts and Tax**

23.1 Each Purchaser Group Member has timely filed all material Tax Returns required to be filed by it, subject to permitted extensions, and has timely paid all material Taxes due and payable by it (whether or not shown as due on such returns) or, where payment is not yet due, has made adequate provision for all Taxes on the Financial Statements in accordance with GAAP. All such Tax Returns are true, accurate and complete in all material respects.

23.2 (A) The charges, accruals and reserves for Taxes with respect to each Purchaser Group Member reflected on the books of such Purchaser Group Member (including any provision for deferred Income Taxes reflecting either differences between the treatment of items for accounting and Income Tax purposes or carryforwards) are adequate to cover any material Tax liabilities accruing through the end of the last period for which each Purchaser Group Member ordinarily record items on their respective books; and (B) all information set forth in the AerCap Financial Statements (including the notes thereto) relating to material Tax matters is true, accurate and complete in all material respects.

23.3 (A) All material Income Tax Returns filed with respect to Tax years of each Purchaser Group Member through the Tax year ended December 31, 2000 have been examined and closed or are Tax Returns with respect to which the applicable period for assessment under applicable Law, after giving effect to extensions or waivers, has expired; (B) no Purchaser Group Member is delinquent in the payment of any material Income Tax due and payable by them (whether or not shown due on a Tax Return) or has requested any extension of time within which to file any material Income Tax Return and has not yet filed such Tax Return; (C) no Purchaser Group Member has been granted any extension or waiver of the statute of limitations period applicable to any material Income Tax Return, which period (after giving effect to such extension or waiver) has not yet expired; (D) there is no claim, audit, action, suit, proceeding, or investigation now pending or threatened against or with respect to any Purchaser Group Member in respect of any

material Tax; (E) there are no requests for rulings or determinations in respect of any material Tax pending between any Purchaser Group Member and any Tax Authority; (F) no Purchaser Group Member will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Completion Date as a result of any: (i) change in method of accounting for a taxable period ending on or prior to the Completion Date, (ii) "closing agreement" as described in Section 7121 of the U.S. Tax Code (or any corresponding or similar provision of state, local, or foreign Income Tax Law) executed on or prior to the Completion Date, or (iii) installment sale made on or prior to the Completion Date; (G) there are no Tax Liens upon any of the assets or properties of any Purchaser Group Member, other than with respect to Taxes not yet due and payable or for which adequate reserves have been made on the AerCap Financial Statements in accordance with GAAP; (H) no written claim has been made by any Tax Authority in a jurisdiction where any Purchaser Group Member does not file Tax Returns that any such Purchaser Group Member is or may be subject to taxation by that jurisdiction; (I) each Purchaser Group Member has withheld and paid all material Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party for all periods under all applicable Laws; (J) no Purchaser Group Member since November 22, 2000 has been a member of an affiliated group of corporations that filed Tax Returns on a combined, consolidated, controlled or unitary basis for which the common parent is a Person other than a member of the Purchaser Group; (K) no Purchaser Group Member is a party to or bound by any Tax allocation or sharing agreement, other than any Tax allocation or sharing agreement with a member of the Purchaser Group, or commercial agreements entered into in the ordinary course of business (including, without limitation, leases, employment contracts, other agreements relating to the acquisition of goods or services or loan agreements for borrowed money); (L) no Purchaser Group Member is resident for Tax purposes or has a permanent establishment in any jurisdiction other than the one in which it is incorporated or otherwise organized or in which it has filed a Tax Return; and (M) no Purchaser Group Member has knowledge of any existing liability (either on a primary or secondary basis) in respect of any material withholding Taxes imposed on any payment under any AerCap Lease or AerCap Lease Document.

23.4 (A) AerCap currently does not expect that any Purchaser Group Member will be a "passive foreign investment company" within the meaning of Section 1297 of the U.S. Tax Code for 2013; (B) to the knowledge of AerCap, AerCap has no "United States shareholder" within the meaning of Section 951(b) of the U.S. Tax Code other than the Seller after giving effect to the Completion; and (C) for purposes of Section 7874 of the U.S. Tax Code, AerCap has not issued and does not have a plan or intention to issue any stock to any Person in a transaction related to the Transaction (other than any restricted stock issued or to be issued and other than equity or equity equivalents to be issued pursuant to a restricted share unit award program or similar program, to directors and employees, it being understood that the total amount of restricted stock issued by AerCap on the date hereof is 139,920 shares).

24. **Debt Financing**

AerCap has delivered to the Parent and the Seller a copy of the duly executed credit agreement (the "**Credit Agreement**") and the related Fee Letters (except that the amounts of fees, pricing caps and other economic terms (none of which would adversely affect the availability of the Debt Financing or would reduce the amount of the Debt Financing below the amount necessary to satisfy the Purchaser's obligation to pay (i) the aggregate Cash Consideration and (ii) any fees and expenses of or payable by the Purchaser or AerCap in connection with the Completion and the Debt Financing) set forth therein may be redacted), among AerCap and the financial institutions identified therein (the "**Lenders**"), pursuant to which the Lenders have agreed, subject to the terms and conditions set forth in the Credit Agreement, to provide debt financing in the amounts set forth therein (the "**Debt Financing**"). As of the Signing Date, the Credit Agreement is in full force and effect and constitutes a valid, binding and enforceable (subject to the Bankruptcy Exceptions) obligation of AerCap and, to the knowledge of AerCap, the other parties thereto. As of the Signing Date, the Credit Agreement has not been amended or modified since a copy thereof was delivered to the Parent and the Seller, and the respective commitments contained in the Credit Agreement have not been withdrawn, decreased or rescinded in any respect. There are no side letters or other agreements, arrangements, contracts or understandings that could adversely affect the availability of the Debt Financing. AerCap has fully paid any and all fees in connection with the Credit Agreement due and payable on or prior to the date hereof and will pay in full any such amount due on or before the Completion Date. Except as expressly set forth in the Credit Agreement or the related Fee Letters, there are no conditions to the obligations of the parties thereunder to make the Debt Financing available to AerCap on the terms therein or any contingencies that would permit the Lenders to reduce the total amount of the Debt Financing. As of the Signing Date (i) no event has occurred that, with or without notice, lapse of time or both, would constitute a default or breach or a failure to satisfy a condition precedent on the part of AerCap or, to the knowledge of AerCap, any of the other parties to the Credit Agreement under the Credit Agreement and (ii) AerCap has no reason to believe that any of the conditions to the Debt Financing contemplated by the Credit Agreement will not be satisfied or that the Debt Financing will not be made available to AerCap at the Completion; provided that in making such representations, AerCap is relying on the truth and accuracy of the representations and warranties of the Parent and the Seller contained in Part A of Schedule 1 (without giving effect to any materiality or "Material Adverse Effect" qualifications or any knowledge qualifications) and compliance by the Parent and the Seller with their obligations under clause 10.2. Assuming the satisfaction of the conditions set forth in clause 3, the Debt Financing, when funded in accordance with the Credit Agreement, will provide AerCap with cash proceeds (after netting out original issue discount and similar premiums and charges after giving effect to the maximum amount of flex (including original issue discount flex) provided under the relevant fee letters) on the Completion Date sufficient for the satisfaction of the Purchaser's obligation to (i) pay the aggregate Cash Consideration and (ii) pay any fees and expenses of or payable by the Purchaser or AerCap in connection with the Completion and the Debt Financing.

25. **Indemnification Payments**

There are no Contracts relating to Indebtedness to which any Purchaser Group Member is a party that include any provision which would prohibit AerCap or the Purchaser from making any payments required under clause 7.2.

26. **No Other Warranties**

AerCap and the Purchaser further acknowledge and agree that (i) the only representations, warranties, covenants and agreements made by the Parent, the Seller, any of their Affiliates or Representatives or any other Person are the representations, warranties, covenants and agreements made in this Agreement and (ii) except for the Warranties, none of the Parent, the Seller and their Affiliates or Representatives makes any representation or warranty of any kind oral or written, express or implied, or nature whatsoever, oral or written, express or implied, with respect to the Seller, the Company, the Company Subsidiaries, the business of the Company and the Company Subsidiaries, the Transaction Agreements or the transactions contemplated by the Transaction Agreements, including any representation or warranty relating to the financial condition, operations, assets or liabilities, the probable success or profitability of any of the foregoing entities. Except for the Warranties, AerCap and the Purchaser have not relied upon any other representations or warranties or any other information made or supplied by or on behalf of the Parent, the Seller or any of their Affiliates or Representatives, and AerCap and the Purchaser acknowledge and agree that, absent actual fraud, none of the Parent, the Seller, their Affiliates or their Representatives has any liability or responsibility for any other representation, warranty, opinion, projection, forecast, advice, statement or information made, communicated or furnished (orally or in writing) to AerCap, the Purchaser or their respective Affiliates or Representatives (including any opinion, projection, forecast, advice, statement or information that may have been or may be provided to AerCap or the Purchaser by any Representative of the Parent, the Seller or any of their Affiliates), and AerCap and the Purchaser acknowledge, agree with and affirm the statements made in this paragraph 26.

Schedule 2

Part A

Conduct of Company Business Prior to Completion Date

1. declare, set aside, make or pay any dividend or other distribution (whether in cash, stock, property or any combination thereof) in respect of the shares of the Company, but excluding the Special Distribution and any dividend that is required to be paid under the terms of the MAPS;

2. make any payment to a member of the Retained Group under any Tax sharing agreement or similar Contract;

3. repurchase, redeem, repay or otherwise acquire any outstanding shares or ownership interest of the Company;

4. repurchase, redeem, repay or otherwise acquire any outstanding shares or ownership interest of any Company Subsidiary, other than in the ordinary course of business of the Company Group with respect to wholly owned Company Subsidiaries;

5. transfer, issue, sell or dispose of any shares or ownership interest of the Company, or grant, transfer, issue, sell or dispose of any options, warrants, calls or other rights to purchase or otherwise acquire or any other securities convertible into or exchangeable or exercisable for, any shares or ownership interest of the Company, or merge or consolidate the Company with any other Person, or authorize the same;

6. transfer, issue, sell or dispose of any shares or ownership interest of any Company Subsidiary, or grant, transfer, issue, sell or dispose of any options, warrants, calls or other rights to purchase or otherwise acquire or any other securities convertible into or exchangeable or exercisable for, any shares or ownership interest of a Company Subsidiary, or merge or consolidate a Company Subsidiary with any other Person, or authorize the same; in each case, other than (i) aircraft assets in the ordinary course of business of the members of the Company Group and (ii) pursuant to the terms of a Permitted Lien;

7. effect any recapitalization, reclassification, share split or like change in the capital of the Company;

8. amend the articles of incorporation, articles of association or by-laws (or other comparable constitutional or organizational documents) of the Company or authorize any action to wind up its affairs or dissolve it;

9. amend the articles of incorporation, articles of association or by-laws (or other comparable constitutional or organizational documents) of any Company Subsidiary or authorize any action to wind up its affairs or dissolve it, other than in the ordinary course of business of the Company Group;

10. acquire (by merger, consolidation, acquisition of stock or assets or otherwise), directly or indirectly, any assets, securities, properties, interests or businesses, other than (i) any transaction among members of the Company Group, (ii) pursuant to Manufacturer Agreements or Aircraft Trading Agreements existing prior to the Signing Date and disclosed in Schedule 8.1(10)(ii) of the Disclosure Letter, but excluding any acquisitions as a result of a Company Group Member's exercise after the date hereof of any options to acquire additional assets pursuant to such Manufacturer Agreements or Aircraft Trading Agreements, (iii) any capital market transactions, tender, buy-back or other purchase of debt securities or other debt of any Company Group Member by such or any other Company Group Member, not exceeding US$100 million in the aggregate, (iv) acquisition of assets in connection with the maintenance, repair and overhaul of aircraft or engines in the ordinary course of business, or acquisition of aircraft equipment (other than entire engines or aircraft) in the ordinary course, (vi) acquisitions pursuant to

Contracts existing prior to the Signing Date, but excluding any actions with respect to exercising any options to acquire additional assets pursuant to such Contracts, and, for the avoidance of doubt, excluding any acquisitions pursuant to Letters of Intent, (vii) non-aircraft expenditures or asset acquisitions, not exceeding US$25 million in the aggregate or (viii) acquisitions of aircraft equipment by AeroTurbine in the ordinary course of business, not exceeding US$ 100 million in the aggregate;

11. sell, lease, dispose or otherwise transfer, abandon or create or incur any lien (other than Permitted Liens) ("**Dispositions**") on, any assets, properties, rights, interests or businesses, other than (i) Dispositions of aircraft equipment (other than entire engines or aircraft) in the ordinary course of business, (ii) Dispositions of aircraft by AeroTurbine in the ordinary course of business, (iii) Dispositions (other than leases) of assets in the ordinary course of business not exceeding US$500 million in the aggregate (including for aircraft and engines any Dispositions since the Aircraft Trading Agreement Disclosure Date), and Dispositions of any associated leases and shares of intermediate head lessee companies, (iv) any transaction among members of the Company Group, (v) Dispositions pursuant to Contracts existing prior to the Signing Date, (vi) ordinary-course leases of any new aircraft or aircraft engines that will be, at the time of delivery from the Manufacturer to the lessee thereof, owned by a Company Group Member, where the scheduled delivery date is earlier than the date that is thirty (30) months after the date of such lease and (vii) ordinary-course leases of any other aircraft or engines not described in clause (vi) that will be, at the time of delivery to the lessee thereof, owned by a Company Group Member, where the scheduled delivery date is earlier than the date that is two (2) years after the date of such lease, provided that any assets associated with the exceptions provided in clauses (i) – (vii), including aircraft leases and shares of intermediate head lessee companies, may be transferred in connection with the permitted asset transfer;

12. create, incur or assume any Indebtedness for borrowed money or guarantees thereof having an aggregate principal amount outstanding at any time greater than (a) for the period from the date of this Agreement through June 30, 2014, US$1.5 billion and (b) for the period from July 1, 2014 through the Completion, an amount equal to (x) US$3.0 billion minus (y) the amount of any Indebtedness created incurred or assumed pursuant to the foregoing clause (a); other than (i) loans or borrowing by members of the Company Group under currently available lines of credit, (ii) intercompany loans, guarantees or advances made, in each case, among members of the Company Group, or (iii) other Indebtedness incurred or assumed in connection with the transactions permitted pursuant to paragraph 10 of this Schedule 2 or paragraph 11 of this Schedule 2, in each case set forth in (i) through (iii) herein that does not require the approval of the Board of Directors of the Company; provided that any Indebtedness created, incurred or assumed pursuant to this paragraph 12 shall be on terms that would not adversely affect the ability of any party to consummate (x) the transactions contemplated by the Transaction Agreements or (y) to the knowledge of the Company Group, the Reorganization, or cause a default or event of default under, or a breach or acceleration of, the Debt Financing, any Alternative Financing, any other financing to be obtained by AerCap and/or the Purchaser in lieu of the Debt Financing or any other Indebtedness of any Company Group Member or Purchaser Group Member;

13. (i) grant or increase any severance or termination pay to (or amend any existing arrangement with) any current or former director, officer or management employee other than as required by plans, policies or arrangements in effect on the date of this Agreement; (ii) make any increase in benefits payable under any existing severance or termination pay policies; (iii) enter into any employment, deferred compensation or other similar agreement (or amend any such existing agreement) with (x) the Company's Chief Executive Officer or any of his or her direct reports, or the Chief Financial Officer, or the Senior Vice President of Strategic Planning or (y) any current or former director, officer or management employee not included in clause (x); (iv) establish, adopt or amend any collective bargaining, bonus, profit-sharing, thrift, pension, retirement, deferred compensation, compensation, stock option, restricted stock or other benefit plan or arrangement covering any current or former director, officer or employee, other than changes to health and welfare plans that are operational in nature (e.g., as a result of customary plan design decisions, changes to providers in the ordinary course or negotiations of new premium amounts) and that do not materially increase the cost of the Company thereunder; (v) make any increase in compensation or bonus payable to any current or former director or employee other than (x) increases in base salary for employees in the ordinary course of business, including in respect of both the timing and amount of such increases, or (y) as required under an existing employment agreement; or (vi) take any action to accelerate the vesting or payment, or fund or in any way secure the payment, of compensation or benefits under any Benefit Plan, to the extent not already required by such Benefit Plan;

14. make any material change in its methods of accounting, except as required by concurrent changes in GAAP or applicable Law as agreed to by the Parent's independent public accountants;

15. settle or propose to settle (i) any material litigation, investigation, arbitration, proceeding or other claim against or adversely affecting any member of the Company Group, other than with respect to claims for a cash payment by a member of the Company Group not in excess of US$50 million, or (ii) any litigation, arbitration, proceeding or dispute involving, against or adversely affecting any member of the Company Group that relates to any of the transactions contemplated by any of the Transaction Agreements;

16. to the extent any of the following would reasonably be expected to affect adversely any Company Group Member after the Completion, make or change any material Tax election, change any material annual Tax accounting period, or adopt or change any material method of Tax accounting, file any material amended Tax return, enter into any material closing agreement, settle any material Tax claim or assessment, surrender any right to claim a material refund, offset or other reduction of a material amount of Tax, agree to an extension or waiver of the statute of limitations with respect to the assessment or determination of material Taxes or take any other similar action relating to the filing of any material Tax Return or the payment of any material Tax liability, excluding, in each case, any such action taken with respect to any consolidated, combined, affiliated, controlled or unitary group which includes any member of the Retained Group and as to which the Company and its Subsidiaries are not treated separately;

17. (i) repay or prepay any Indebtedness for borrowed money, in any amount or at any time not required by the terms of such Indebtedness as in effect on the date of this Agreement other than prepayments that are required to prevent a default or event of default under, or any breach or acceleration of, such Indebtedness, or (ii) amend the terms of any Indebtedness for borrowed money of any Company Group Member;

18. enter into, renew, extend or amend (to the extent any such amendment increases the amount of exposure of any Company Group Member) any Residual Value Guarantee Agreement;

19. enter into or amend any Letter of Intent which contemplates the entry into either a Contract with a Manufacturer pursuant to which any Company Group Member agrees to purchase an aircraft or an aircraft engine for consideration in excess of US$10 million or an Aircraft Trading Agreement, in each case, which the Company would not be permitted to enter into as a result of any other provision in this Part A of Schedule 2; or

20. enter into, renew, extend or amend any Contract that is a real property lease of office space.

Solely for purposes of determining compliance of new transactions following the Signing Date with paragraphs 10 and 11 of Part A of Schedule 2 each (a) purchase and sale of an aircraft or aircraft engine by any Company Group Member, (b) aircraft or aircraft engine lease or other agreement related thereto entered into by any Company Group Member and (c) Aircraft Trading Agreement entered into by any Company Group Member, in each case after November 30, 2013 through the Signing Date, shall be deemed to have occurred after the Signing Date.

Part B

Conduct of AerCap's Business Prior to Completion Date

1. declare, set aside, make or pay any dividend or other distribution (whether in cash, stock, property or any combination thereof) in respect of the AerCap Ordinary Shares, other than in the ordinary course of business;

2. repurchase, redeem, repay or otherwise acquire any outstanding shares or ownership interest of AerCap;

3. effect any recapitalization, reclassification, share split or like change in the capital of AerCap;

4. amend the articles of association or similar constitutional documents of AerCap or the Purchaser in a manner that would reasonably be expected to adversely impact (i) the consummation of the transactions contemplated by the Transaction Documents or (ii) the Seller, other than in the same respect as all other holders of AerCap Ordinary Shares, in each case other than (x) in the ordinary course of business of AerCap or the Purchaser, as applicable or (y) to the extent necessary to consummate any of the transactions contemplated by the Transaction Document;

5. authorize any action to wind up AerCap's or the Purchaser's affairs or dissolve AerCap or the Purchaser;

6. grant to any Person the right to require AerCap to register any equity securities of AerCap, or any securities convertible or exchangeable into or exercisable for such securities;

7. make any material change in AerCap's methods of accounting, except as required by concurrent changes in GAAP or applicable Law as agreed to by AerCap's independent public accountants; or

8. enter into any Contract relating to Indebtedness which includes, or amend any existing Contract relating to Indebtedness such that it would include, any provision which would prohibit AerCap or the Purchaser from making any payments required under clause 7.2.

Schedule 3

Completion Arrangements

At Completion:

1. the Parent shall deliver or cause to be delivered to the Purchaser the following:
   (a) one or more share certificates evidencing the Shares in the name of the Seller;
   (b) an instrument of transfer of the Shares;
   (c) without liability (other than as otherwise provided in this Agreement), other than in respect of actual fraud, an officer's certificate certifying the satisfaction of the Conditions in clauses 3.1(d), (e), (g) and (i); and
   (d) a statement, meeting the requirements of Section 1.1445-2(b)(2) of the Treasury Regulations, to the effect that the Seller is not a "foreign person" within the meaning of Section 1445 of the U.S. Tax Code and the Treasury Regulations thereunder.
2. if requested by the Purchaser, the Parent shall procure the directors and secretary (if any) of each member of the Company Group (other than any director or secretary whom the Purchaser may wish should continue in office) to resign their offices as such, such resignations to take effect upon the Completion, and to execute and deliver a written directors' resignation in a form reasonably acceptable to the Purchaser.
3. the parties shall, and shall cause each of its Affiliates to, execute and deliver each of the Transaction Agreements if such Transaction Agreement has not been executed and delivered prior to the applicable Completion.
4. the Purchaser shall deliver to the Parent without liability, other than in respect of actual fraud, an officer's certificate certifying the satisfaction of the Conditions in clauses 3.1(f), (h) and (j).
5. the Purchaser shall pay to the Seller the Cash Consideration.
6. AerCap shall issue the Stock Consideration to the Seller pursuant to a deed of issue in a form reasonably acceptable to AerCap, Parent and the Seller and the Seller shall pay €975,609.76 to AerCap in respect of the par value of the Stock Consideration. Clause 30 of this Agreement does not apply to this payment, which will be paid in Euro.
7. the Company shall pay the Special Distribution to the Parent.

8. the Parent shall (a) deliver to the Purchaser an officer's certificate certifying the amount of the Aggregate Current Tax Liabilities Payment, together with reasonably detailed supporting documentation and any related materials reasonably requested by the Purchaser, and (b) pay to the Company the Aggregate Current Tax Liabilities Payment.

9. AerCap shall deliver to Parent a copy of the resolution, or an extract thereof, duly adopted by the Board of Directors of AerCap issuing, and excluding any preemptive rights of the shareholders of with respect to, all of the Stock Consideration.

Schedule 4

Part A

Knowledge of the Parent

Peter Juhas
Michael Bacon
P. Nicholas Kourides
Henri Courpron
Fred Cromer
Elias Habayeb
Pamela Hendry, solely with respect to matters relating to financial Indebtedness
Kevin Horan
Richard Lee, solely with respect to matters relating to Tax
Heinrich Loechteken
Phil Scruggs
Craig Segor
Hooman Yazhari

Part B

Knowledge of AerCap

Aengus Kelly
Keith Helming
Erwin den Dikken
Edward O'Byrne
Joe Venuto
Kenneth Wigmore
Paul Rofe, solely with respect to matters relating to financial Indebtedness
Najim Chellioui
Gang Li
Jan-Willem Dekkers, solely with respect to matters relating to Tax
Pim Tak
Gordon Chase

Schedule 5

Regulatory and Anti-trust Approvals

1. Central Bank of Ireland
2. China
3. Colombia
4. COMESA (comprising Burundi, Comoros, Democratic Republic of the Congo, Djibouti, Egypt, Eritrea, Ethiopia, Kenya, Libya, Madagascar, Malawi, Mauritius, Rwanda, Seychelles, Sudan, Swaziland, Uganda, Zambia and Zimbabwe)
5. Cyprus
6. Ecuador
7. Egypt
8. Germany
9. Iceland
10. Indonesia
11. Ireland
12. Kazakhstan
13. Mexico
14. Pakistan
15. Poland
16. Portugal
17. Russia
18. South Africa
19. South Korea
20. Turkey
21. Ukraine
22. USA

Schedule 6

Regulatory and Anti-trust Approvals

1. Central Bank of Ireland
2. China
3. Colombia
4. COMESA (comprising Burundi, Comoros, Democratic Republic of the Congo, Djibouti, Egypt, Eritrea, Ethiopia, Kenya, Libya, Madagascar, Malawi, Mauritius, Rwanda, Seychelles, Sudan, Swaziland, Uganda, Zambia and Zimbabwe)
5. Cyprus
6. Ecuador
7. Egypt
8. Germany
9. Iceland
10. Indonesia
11. Ireland
12. Kazakhstan
13. Mexico
14. Pakistan
15. Poland
16. Portugal
17. Russia
18. South Africa
19. South Korea
20. Turkey
21. Ukraine

22. USA

23. Approval from the Board of Governors of the Federal Reserve System ("Board") for a filing made pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, unless otherwise deemed unnecessary by the Board or appropriate Board staff.

EXHIBIT A

AERCAP HOLDINGS N.V. SHAREHOLDERS' AGREEMENT

Dated as of [—], 2014

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SHAREHOLDERS' AGREEMENT, dated as of [—], 2014 (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, Stationsplein 965, 1117 CE Schiphol, The Netherlands (together with its successors and permitted assigns, the "Company"), (ii) AIG Capital Corporation, a Delaware corporation (the "Shareholder") and (iii) American International Group, Inc., a Delaware 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 97,560,976 Company Ordinary Shares pursuant to the Share Purchase Agreement;

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

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

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 of 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 Shareholder is entitled to appoint Shareholder Designees pursuant to Section 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, as amended.

"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 July 3, 2013, 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.

"Deed of Issue" means a private deed of issue of even date herewith pursuant to which the Company issued 97,560,976 Company Ordinary Shares to the Shareholder.

"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 Security, (ii) such derivative security is required to be, or is capable of being, settled through delivery of any Equity Security 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; and (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.

"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 pre-emption, 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, 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 the 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 7.3.

"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 matters related to the Shareholder's and its Affiliates' ownership interest in the Company, including decisions regarding the Transfer of the Company Shares, after reasonable 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.

"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 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 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 97,560,976 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).

"Other Party" has the meaning set forth in Section 6.8.

"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) 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 and (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 equal to the product of (i) the total number of New Securities to be redeemed or repurchased 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 redemption or repurchase and (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 shareholder approval under clause 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.

"Service" has the meaning set forth in Section 6.1.

"Service Coordinators" has the meaning set forth in Section 6.3.

"Service Taxes" has the meaning set forth in Section 6.7.

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

"Shareholder Designee" means an individual designated in writing by the Shareholder, 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 fourth annual general meeting following such appointment, or any such term pursuant to re-appointment of such individual at the annual general meeting.

"Shareholder Director" means a Shareholder Designee who has been appointed to the Board.

"Share Purchase Agreement" means the Share Purchase Agreement, dated as of the Signing Date, among the Company, the Parent, the Shareholder and AerCap Ireland Limited.

"Signing Date" means December 16, 2013.

"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) 97,560,976 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.

"Terminating Party" has the meaning set forth in Section 6.8.

"Total Economic Interest" means, as of any date of determination, the total economic interests of all Voting Securities then outstanding. The percentage of the Total Economic Interest Beneficially Owned by any Person as of any date of determination is the percentage of the Total Economic Interest that is represented by all Voting Securities then Beneficially Owned by such Person or Beneficially Owned or conveyed to such Person pursuant to any Derivative Instruments and any swaps or any other agreements, transactions or series of transactions, whether any such swap, agreement, transaction or series of transaction is to be settled by delivery of securities, in cash or otherwise.

"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 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. 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 Agreements" means the Share Purchase Agreement and the $1,000,000,000 Five-Year Revolving Credit Agreement, dated as of the date hereof, between AerCap Ireland Capital Ltd., as Borrower, and the Parent, as Bank and Administrative Agent.

"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 Equity Security 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 Security, 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.

"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).

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 and this Agreement shall be interpreted literally not taking into account any other facts or circumstances, including any conduct, actions, statements, intentions, assumptions or beliefs of any of the parties at any time, as this Agreement is the product of negotiations between sophisticated parties advised by counsel. The headings in this Agreement do not affect its interpretation. The schedules, exhibits and annexes form part of this Agreement. References to "US$" or "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 re-enacted 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. English words used in this Agreement intend to describe Dutch legal concepts (unless explicitly defined otherwise) and the consequences of those words under New York law or any other foreign law shall be disregarded.

ARTICLE II

GOVERNANCE

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 Company Ordinary Shares, the Shareholder shall have the right to designate one 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 Shareholder shall have the right to designate two 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 Shareholder as a result of any agreement between the Company and such Person and the Company shall take all necessary actions to give effect to this proviso, including, if necessary adjusting the size of the Board and the number of Shareholder Designees that the Shareholder has the right to designate.

(b) During the Board Seat Period, the Company shall procure that the appointment of the Shareholder Designees to the Board 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 Shareholder of such Shareholder Designee.

(c) If any Shareholder Designee is not appointed to the Board at any annual general meeting of the Company during the Board Seat Period the Shareholder may designate a replacement Shareholder Designee for appointment to the Board. The Company shall 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.

(d) If the Shareholder 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 propose and recommend the appointment of such replacement at the next annual general meeting of the Company following any such designation.

(e) The Shareholder 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).

(f) During the Board Seat Period, in the event of the death, disability, removal or resignation of a Shareholder Director, the Shareholder may propose a replacement Shareholder Designee for appointment to the Board and the Company shall propose and recommend the appointment of such replacement Shareholder Designee at the next annual general meeting of the Company after the Shareholder has proposed such replacement Shareholder Designee.

(g) 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.

(h) During any period between 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.

(i) 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 any 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) resign from the Board effective on the date that the Investors Beneficially Own (collectively) less than ten percent (10%) of the then issued and outstanding Company Ordinary Shares, to the extent such Shareholder Designee is designated by the Shareholder to resign; 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).

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

2.2 Objection to Shareholder Designee. Notwithstanding the provisions of this Article II, the Shareholder 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, any committee of the Board or the Company reasonably determines that (i) the appointment of such Shareholder Designee to the Board would cause the Company to not be in compliance with applicable Law, (ii) such Shareholder Designee has been involved in 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 or (iv) for any Shareholder Designee that is not a senior officer of the Parent, such Shareholder Designee is not acceptable to the Board for a compelling reason or reasons. In any such case described in clauses (i) through (iv) of the immediately preceding sentence, the Shareholder will withdraw the designation of such proposed Shareholder Designee 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).

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 it or over which it has 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 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 it or over which it has 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 it or over which it has 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 it or over which it has 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. 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 hereby agrees to take such further action or execute such other instruments as may be necessary to effectuate the intent of this Section 2.3(d). 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 7.14 requiring the Parent, the Shareholder and each Investor to act in accordance with this Section 2.3.

(e) In the event the Parent or any Investor challenges the validity or enforceability of this Section 2.3, 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 Shareholder and any Investor, and do not apply to any Transferee (other than a Permitted Transferee) of the Shareholder or any Investor.

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 Shareholder) to resign from the Board if at such time there are two Shareholder Directors on the Board. 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

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 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 in connection with a Merger Transaction approved by the Board;

(iii) a Transfer of Company Ordinary Shares to the Company; and

(iv) a Transfer of Company Ordinary Shares to the Stichting as part of the implementation of the Foundation Structure pursuant to 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 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 9.9 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 7.1, 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 7.2.

(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, 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, exchange offer or other secondary acquisition not approved and recommended by the Board.

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 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) 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) convertible into or exchangeable for Company

Ordinary Shares) and Derivative Instruments, 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 by Sections 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;

(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);

(vi) make or join or become a participant in (or in any way encourage) any "solicitation" of "proxies" (as such terms are defined in Regulation 14A as promulgated by the SEC) or consents to vote any Voting Securities or any of the voting securities of any of the Company's Subsidiaries or Affiliates, or otherwise advise or 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 might 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, assist, arrange or otherwise enter into any discussions or arrangements with any third party with respect to any of the foregoing; or

(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);

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 immediately notify the Company in writing if any of them or, to their knowledge, any of their respective Affiliates, directors, officers, employees, agents, advisors or other Representatives, is contacted by any Person in regard to any of the actions described in clauses (i)-(xv) above. Such notice shall disclose to the Company the material terms of such contact and the Persons involved. 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). 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 shall be deemed a breach by such party 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 it 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) The prohibition in Section 3.2(a)(i) shall not apply to ordinary course of business activities of the Parent, the Shareholder, each Investor or any of their respective Affiliates in connection with:

(i) proprietary and third party fund and asset management activities;

(ii) brokerage and securities trading activities;

(iii) financial services and insurance activities;

(iv) acquisitions made as a result of (A) 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) the exercise of preemptive rights pursuant to Section 3.3; and

(v) 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 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 (v) of this Section 3.2(c), such ordinary course of business 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 in connection with such ordinary course of business activities.

3.3 Preemptive Rights. Except to the extent limited or excluded by the shareholders of the Company at any general meeting of the Company (in which case the Investors will not have Preemptive Rights), 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.

3.4 Majority Ownership. The Company shall not take any action that would cause the Investors (collectively) to Beneficially Own more than fifty percent (50%) of 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; provided that if the Investors (collectively) do come to Beneficially Own more than fifty percent (50%) of 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 as a result of an action taken by the Company in violation of this Section 3.4 (the number of securities in excess of such fifty percent (50%) level, the "Excess Shares Amount"), the Shareholder and each Investor may Transfer a number of Equity Securities equal to the Excess Shares Amount freely without regard to the transfer restrictions set forth in Section 3.1.

3.5 Pro Rata Redemptions. In the event of a proposed redemption or repurchase of Equity Securities by the Company or its Subsidiaries, each Investor shall be entitled to cause the Company or its Subsidiaries to redeem or repurchase Equity Securities it holds up to its Pro Rata

Portion of the Equity Securities that the Company 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 it holds up to its Pro Rata Portion of the Equity Securities 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 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; provided that (i) the Company redeems or repurchases any Equity Securities 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 from any other shareholder of the Company, (ii) any redemption or repurchase of such Equity Securities 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.

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

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

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 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 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.

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 7.6, 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.

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

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 Company Ordinary Shares held by such Investor, including, without limitation, 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 fiscal year within sixty (60) calendar days following the end of such fiscal year.

5.2 PFIC and CFC Information. After the end of each fiscal 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, 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.

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, 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 and this Section 5.3.

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.

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, 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); provided that the Company shall have the sole discretion to make any final decision regarding such elections.

ARTICLE VI

TRANSITION SERVICES

6.1 Services. The Parent, through its Representatives, shall provide or cause to be provided to the Company those services set forth on Exhibit B hereto (as the same may be amended from time to time in accordance with this Article VI) (each, a "Service" and collectively, the "Services") for the period of time set forth on Exhibit B with respect to each Service or such other time as agreed by the Parent and the Company to enable the Company to migrate to another provider. The Parent shall not be required to perform a Service if the provision of such Service by the Parent conflicts with or violates applicable Law or is impracticable because of any force majeure (provided, that the Parent will use commercially reasonable efforts to continue to provide such Service); provided that the Company and the Parent shall cooperate with a view to procuring all third party, governmental and regulatory consents, authorizations and approvals necessary for the Services to be provided in accordance with applicable Law.

6.2 Scope of Services. Except as may otherwise be agreed, the Services shall be in all material respects the same as those provided as at the Signing Date (both individually and in the aggregate) and the Services shall be provided by the Parent using reasonable skill and care and to a standard no less than that to which the Services were provided in the twelve months prior to the Signing Date.

6.3 Service Coordinators. The Parent and the Company shall each nominate a Representative to act as the primary contact person with respect to the performance of the services contemplated by this Article VI (the "Service Coordinators"). Unless the Parent and the Company otherwise agree, all communications relating to this Article VI and Exhibit B will be directed to the respective Service Coordinator, who shall, and each of the Parent and the Company shall ensure that its respective Service Coordinator uses reasonable efforts and work in good faith to, resolve any disputes or disagreements as expeditiously as possible. In the event a dispute arises between the Shareholder and the Company that the Service Coordinators are unable to resolve within thirty (30) days, then either Service Coordinator may request that face to face or telephonic negotiations be conducted within five (5) days of such request by the parties' applicable Service provider and Service recipient as listed on Exhibit B.

6.4 Additional Services. From time to time, the Company may request additional services by providing the Parent with reasonable prior written notice. Upon mutual agreement between the Parent and the Company with respect to the additional services and the fees for such additional services, Exhibit B hereto shall be deemed amended to include such additional services.

6.5 Independent Contractor. At all times during the performance of the Services, all Persons performing services hereunder (including any agents, temporary employees, independent third parties and consultants) shall be construed as being independent from the Company and not as employees of the Company on account of such Services. For all purposes hereof, the Parent shall at all times act as an independent contractor and shall have no authority to represent the Company in any way or otherwise be deemed an agent, lawyer, employee, representative, joint venturer or fiduciary of the Company. Neither the Company nor the Parent shall declare or represent to any third party that the Parent has any power or authority to negotiate or conclude any agreement, or to make any representation or to give any undertaking on behalf of the Company in any way whatsoever.

6.6 Service Fees. The Company shall pay the fee for each Service as specified on Exhibit B. The Parent may invoice the Company for Services and applicable taxes as specified on Exhibit B. The Company shall remit payment for Services and applicable taxes so invoiced by wire transfer of immediately available funds to the account specified in the invoice within forty-five (45) days after receipt of the invoice. Each invoice shall set forth in reasonable detail the Services rendered by the Parent for the period covered by such invoice and such additional information as the Company may reasonably request. If all or a portion of the payment is not made when due, the overdue amount shall bear interest from the date such amount is due until it is paid in full, at an interest rate per annum equal to the average of three month LIBOR for US dollars that appears on page LIBOR 01 (or a successor page) of Reuters Telerate Screen as at 11:00 a.m. (London time) on each day during the period for which interest is to be paid.

6.7 Service Taxes. Any sales tax, value-added tax, goods and services tax or similar tax ("Service Taxes") (but excluding any Service Tax based upon the net income of the Shareholder, which shall be for the account of the Shareholder) shall be separately stated on the relevant invoice and shall be paid by the Company to the Shareholder in accordance with Exhibit B; provided, that the Shareholder shall cooperate with the Company to mitigate any such Service Taxes. The Shareholder shall be responsible for remitting any such Service Taxes to the appropriate taxing authority.

6.8 Service Termination. Either the Company or the Parent (such party giving notice of termination under this Section 6.8, the "Terminating Party") may terminate this Article VI on thirty (30) days' prior written notice to the other (the "Other Party") if the Other Party is in default of any of its material obligations under this Article VI; provided, that the Terminating Party shall not be entitled to terminate this Article VI if the Other Party shall have remedied such default to the Terminating Party's reasonable satisfaction within such thirty (30) day period. Any termination notice delivered pursuant to this Section 6.8 shall specify in reasonable detail the particulars of the breach. Other than Services relating to human resources, the Company may, for any reason or no reason, discontinue receiving any or all of the Services by giving the Parent at least thirty (30) days' prior written notice, which notice shall specify the date as of which any such Services shall be discontinued. Exhibit B shall be deemed amended to delete such discontinued Services as of the termination date specified in such notice, and this Article VI shall be of no further force and effect for such discontinued Services, except as to obligations accrued prior to the date of discontinuation of such Services.

6.9 Service Indemnity. The Parent shall indemnify, defend and hold harmless the Company and its Affiliates and their respective directors and officers and their respective successors and permitted assigns, against all claims, liabilities, damages, losses or expenses to the extent arising out of the gross negligence, recklessness or willful misconduct by the Parent or its Representatives in the performance of the Services. The Company shall indemnify, defend and hold harmless the Parent and its Affiliates and their respective directors and officers and their respective successors and permitted assigns against all claims, liabilities, damages, losses or expenses to the extent arising out of the gross negligence, recklessness or willful misconduct by the Company, its Affiliates, employees, agents, subcontractors or assigns for bodily injury to persons or physical damage to tangible personal or real property for which the Company is legally liable to that third party, except to the extent caused by the gross negligence, recklessness or willful misconduct of the Parent, its Affiliates, employees, agents, subcontractors or assigns in the performance of the Services. Neither the Parent nor the Company shall be liable in respect of any indemnification obligation under this Section 6.9 in excess of the fees paid under this Article VI. Neither the Parent nor the Company shall be liable to the other for any special, indirect, incidental, consequential, exemplary or punitive damages (including lost or anticipated revenues or profits, failure to realize expected savings, expenses of investigation, enforcement and collection and attorneys' and accountants' fees and expenses) arising from the provision of Services hereunder, whether such claim is based on warranty, contract, tort (including negligence or strict liability) or otherwise, even if an authorized representative of such party is advised of the possibility of the same. Any claim hereunder shall be made subject to and in accordance with the indemnification procedures in the Share Purchase Agreement.

ARTICLE VII

MISCELLANEOUS

7.1 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 7.1, this Agreement shall become void and of no further force and effect, except for the provisions set forth in Section 1.2, Article VI and this Article VII, and except that no termination hereof shall have the effect of shortening the Standstill Period.

7.2 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 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 7.2):

(i) if to the Parent:
American International Group, Inc.
80 Pine Street
New York, New York 10005
United States of America
Fax: 212-425-3275
Attention: General Counsel

with a copy to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
United States of America
Fax: 212-909-6836

Attention: John M. Vasily
Andrew L. Bab

(ii) if to the Shareholder:

AIG Capital Corporation
80 Pine Street
New York, New York 10005
United States of America
Fax: 212-425-3275
Attention: General Counsel, American International Group, Inc.

with a copy to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
United States of America
Fax: 212-909-6836
Attention: John M. Vasily
Andrew L. Bab

(iii) if to the Company:

AerCap Holdings N.V.
AerCap House
Stationsplein 965
1117 CE Schiphol
The Netherlands
Fax number: +31 20 655 9100
Attention: Chief Legal Officer

with a copy to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Fax: 212-474-3700
Attention: Scott A. Barshay
George F. Schoen

(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 personally, on delivery;

(ii) if sent by registered or certified mail, three (3) Business Days after the date of posting; and

(iii) if sent by facsimile with receipt confirmed before 5:30 p.m. on a Business Day, when dispatched, or if sent on a day which is not a Business Day or after 5:30 p.m. on a Business Day, at 9:00 a.m. on the next following Business Day.

(c) For the purposes of this Section 7.2, any reference to a particular time relates to the time at the location of the party giving notice as set out in Section 7.2(a).

7.3 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.

7.4 No Rescission. Each party to this Agreement hereby waive their rights under Articles 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties 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.

7.11 Entire Agreement. Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement of the parties hereto with respect to its the 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.

7.12 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.

7.13 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, shall be governed by and construed in accordance with the laws of the Netherlands without giving effect to any conflicts of law principles that would apply the Law of another jurisdiction.

(b) Any dispute, controversy or claim arising out of or in connection with, or relating to, this Agreement or the transactions contemplated by this Agreement or the formation, applicability, breach, termination or validity thereof, shall in the first instance be settled by the courts of Amsterdam, The Netherlands.

7.14 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.

7.15 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.

7.16 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 security of the Company or any Derivative Instrument, 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.

7.17 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 7.13 shall be duly served upon it if delivered personally or sent by pre-paid recorded delivery, special delivery or registered post to AerCap Holdings N.V., AerCap House, Stationsplein 965, 1117 CE Schiphol, The Netherlands or such other Person and address in The Netherlands 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 7.13 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 7.2 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.

[The 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.

AIG CAPITAL CORPORATION

By _____
Name _____
Title _____

AMERICAN INTERNATIONAL GROUP, INC.

By _____
Name _____
Title _____

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 _____
Name _____
Title _____

EXHIBIT B

AERCAP HOLDINGS N.V. REGISTRATION RIGHTS AGREEMENT

Dated as of [—], 2014

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This REGISTRATION RIGHTS AGREEMENT, dated as of [—], 2014 (this "Agreement"), is made between AerCap Holdings N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands (together with its successors and permitted assigns, the "Company"), and American International Group, Inc., a Delaware Corporation (together with its successors and permitted assigns, the "Shareholder").

A. On the date hereof, the Shareholder acquired 97,560,976 ordinary shares of the Company, par value EUR 0.01 per share (the "Company Shares"), pursuant to the Share Purchase Agreement, dated as of December 16, 2013 (the "Share Purchase Agreement"), among the Company, AerCap Ireland Ltd., the Shareholder and AIG Capital Corporation.

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

C. In connection with the Completion of the transactions under the Share Purchase Agreement, the Company desires to grant to the Shareholder certain registration rights in the United States with respect to the Company Shares issued to the Shareholder pursuant to the Share Purchase 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 its 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 its Company Shares, the Shareholder may make one or

more Registration Requests other than 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 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 until the earlier of (i) three (3) years from the effective date of such Shelf Registration Statement 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 upon its expiration and keep such re-filed 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 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 Company will not be obligated to effect more than three (3) such underwritten offerings in any 12-month period. 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, without giving effect to the offering, 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 SEC 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, 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 ninety-five (195) 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.

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 (x) a registration pursuant to Section 1, relating solely to employee benefit plans, or relating solely to the sale of debt or convertible debt instruments or (y) an Excluded Offering) 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 a written request for inclusion therein within ten (10) days after the date of the Company's notice (a "Piggyback Registration"). If the Shareholder has made such a written request, it may withdraw its or any Investor's 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 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 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, such securities, (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, any obligations of the Shareholder and each Investor under this Section 4 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; 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 with Section 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 to Section 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 and the Investors 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 and the Investors 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 the Investors, 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 the Investors may reasonably request including in order to facilitate the disposition of the Registrable Securities owned by it or any Investor;

(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 and the Investors reasonably request 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 the Investors, 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 the 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 the Investors (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 the Registration Statement to make changes 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, the Investors 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, the Investors, any underwriter participating in any disposition pursuant to such Registration Statement and any attorney, accountant or other agent retained by the Shareholder and the Investors or any such underwriter, all financial and other records, 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 underwriter and any attorney, accountant or other agent retained by the Shareholder or any such underwriter will enter into a confidentiality agreement 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 U.S. 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, the Investors 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 (provided that the Company's independent public accountants will address a comfort letter to the Shareholder and the 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 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 its 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 (any such consent to be binding on each Investor), 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 and pertinent to the disclosure requirements relating to the registration and the distribution of such 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.

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), 5(f)(ii) or 5(f)(iii) hereof, that the Shareholder shall discontinue, and shall cause each Investor 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, the Shareholder shall use its commercially reasonable efforts to return to the Company all copies then in its possession or in the possession of any Investor, 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. 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 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 ninety-five (195) 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 the 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 Investor, the Company or any underwriters, or 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 Investor 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 indemnify and hold harmless the Company, its directors and officers, each underwriter and each other Person who controls the Company (within the meaning of the Securities Act) and each such underwriter 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 any Investor expressly for use therein, and the Shareholder and any such Investor 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 and each Investor (in the aggregate) 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 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 and 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 and each Investor (in the aggregate) 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 and each Investor 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, the Shareholder will, and will cause any such Investor to, forthwith discontinue the disposition of its Registrable Securities pursuant to the Registration Statement until the Shareholder and the 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 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, 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, shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any conflicts of law principles that would apply the Law of another jurisdiction.

(b) Any dispute, controversy or claim arising out of or in connection with, or relating to, this Agreement or the transactions contemplated by this Agreement or the formation, applicability, breach, termination or validity thereof, shall be finally settled exclusively by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (the "ICC") in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the parties. The arbitration shall be conducted by three arbitrators (the "Arbitral Tribunal"). The arbitration shall be conducted in the English language and the seat of the arbitration shall be New York, New York.

(c) The party or parties initiating arbitration (the "Claimant(s)") shall nominate an arbitrator in its (their) request for arbitration (the "Arbitration Request"). The party or parties named as Respondent(s) in the Arbitration Request (the "Respondent(s)") shall nominate an arbitrator within thirty (30) days of receipt of the Arbitration Request and shall notify the Claimant(s) of such nomination in writing. If within thirty (30) days of receipt of the Arbitration

Request by the Respondent(s), the Respondent(s) has (have) not nominated an arbitrator, then the International Court of Arbitration of the ICC (the "ICC Court") shall appoint an arbitrator on behalf of the Respondent(s). The first two arbitrators nominated by the parties or appointed by the ICC Court in accordance with the above shall nominate a third arbitrator within thirty (30) days of the confirmation by the ICC Court (or appointment in accordance with the above) of the arbitrator nominated/appointed on behalf of the Respondent(s). When the third arbitrator has accepted the nomination, the other two arbitrators shall promptly notify the parties of the nomination. If the first two arbitrators nominated/appointed fail to nominate a third arbitrator within the thirty (30) days referred to above, the ICC Court shall appoint the third arbitrator and shall promptly notify the parties of the appointment. The third arbitrator shall act as chair of the Arbitral Tribunal. Each arbitrator shall be qualified to practice law under the Laws of the State of New York. An arbitrator shall be deemed to have met these qualifications unless any party objects within fifteen (15) days.

(d) The parties agree that any Award by the Arbitral Tribunal on interim measures shall be fully enforceable as such and an application for interim measures to a court of competent jurisdiction by any party to the arbitration shall not be deemed incompatible with, or a waiver of, the agreement to arbitrate set out in this Section 11.

(e) In order to facilitate the comprehensive resolution of related disputes and to avoid inconsistent decisions in related disputes, upon request of any party to an arbitration proceeding commenced pursuant to this Section 11, any dispute, controversy or claim subsequently noticed for arbitration under the provisions of this Section may be consolidated with the earlier-commenced arbitration proceeding, as determined within the discretion of the Arbitral Tribunal appointed in the first-commenced arbitration proceeding. The Arbitral Tribunal must not consolidate such arbitrations unless the Arbitral Tribunal determines that (i) there are issues of fact or law common to the proceedings, so that a consolidated proceeding would be more efficient than separate proceedings, and (ii) no party hereto would be prejudiced as a result of such consolidation through undue delay, conflict of interest or otherwise. If the Arbitral Tribunal and any arbitration tribunal appointed in a subsequent arbitration proceeding disagree as to whether their respective arbitrations should be consolidated there shall be no consolidation.

(f) Subject to clause 17.3 of the Share Purchase Agreement, the parties, the ICC Court, any arbitrator, and their agents or Representatives, shall keep confidential and not disclose to any non-party the existence of the arbitration, non-public materials and information provided in the arbitration by another party, and orders or awards made in the arbitration (together, the "Arbitration Confidential Information"). If a party or an arbitrator wishes to involve in the arbitration a non-party – including a fact or expert witness, stenographer, translator or any other person – the party or arbitrator shall make reasonable efforts to secure the non-party's advance agreement to preserve the confidentiality of the Arbitration Confidential Information. Notwithstanding the foregoing, a party may disclose Arbitration Confidential Information to the extent necessary to: (i) prosecute or defend the arbitration or proceedings related to it (including enforcement or annulment proceedings), or to pursue a legal right; (ii) respond to a compulsory order or request for information of a governmental or regulatory body; (iii) make disclosure required by law or by the rules of a securities exchange; (iv) seek legal, accounting or other professional services, or satisfy information requests of potential acquirers, investors or lenders, provided that in each case of any disclosure allowed under the foregoing circumstances (i)

through (iv), where possible, the producing party takes reasonable measures to ensure that the recipient preserves the confidentiality of the information provided. The Arbitral Tribunal may permit further disclosure of Arbitration Confidential Information where there is a demonstrated need to disclose that outweighs any party's legitimate interest in preserving confidentiality. This confidentiality provision survives termination of this Agreement and of any arbitration brought pursuant to this Agreement. This confidentiality provision may be enforced by an arbitral tribunal or any court of competent jurisdiction, and an application to a court to enforce this provision shall not waive or in any way derogate from the agreement to arbitrate set out in this Section 11.

(g) If there is any dispute as to whether a dispute, controversy or claim is subject to arbitration, the Arbitral Tribunal shall have jurisdiction to decide the same.

(h) The agreement to arbitrate under this Section 11 shall be specifically enforceable. Any Award rendered by the Arbitral Tribunal shall be in writing and shall be final and binding upon the parties, and may include an award of costs, including reasonable legal fees and disbursements, to the prevailing party. The parties undertake to carry out any Award without delay and waive their right to any form of recourse based on grounds other than those contained in the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 insofar as such waiver can validly be made. Judgment upon any Award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets and, to the maximum extent permitted by Law, the parties agree that any court of competent jurisdiction in which enforcement of the Award is sought shall have power to enforce the relief awarded by the Arbitral Tribunal, regardless of whether such relief is characterized as legal, equitable or otherwise.

(i) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts located in New York, New York for enforcing the parties' agreement to arbitrate, enforcing any arbitration Award or obtaining or enforcing interim measures (including injunctive relief). THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY IN ANY COURT OF COMPETENT JURISDICTION IN ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND THE TRANSACTION AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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

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

"Arbitral Tribunal" has the meaning set forth in Section 11(b).

"Arbitration Confidential Information" has the meaning set forth in Section 11(f).

"Arbitration Request" has the meaning set forth in Section 11(c).

"Award" means an award, order or ruling (including for injunctive relief or specific performance) of the Arbitral Tribunal in accordance with, and subject to the terms of, this Agreement.

"Claimant" has the meaning set forth in Section 11(c).

"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 Share Purchase Agreement.

"Completion Date" has the meaning set forth in the Share Purchase 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.

"Excluded Offering" means any registration requested by Waha AC Coöperatief U.A. pursuant to the Waha Registration Rights Agreement.

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

"ICC" has the meaning set forth in Section 11(b).

"ICC Court" has the meaning set forth in Section 11(c).

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

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

"Law" has the meaning set forth in the Share Purchase 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).

"Respondent(s)" has the meaning set forth in Section 11(c).

"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 issued to the Shareholder pursuant to the Share Purchase 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 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.

"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.

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

"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.

"Waha Registration Rights Agreement" means the Registration Rights Agreement, dated as of October 25, 2010, as amended and restated as of December 16, 2013, among the Company and Waha AC Coöperatief U.A., a cooperative with excluded liability incorporated under the laws of the Netherlands, with its corporate seat in Amsterdam, the Netherlands and its principal offices at Teleportboulevard 140, Amsterdam, the Netherlands.

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 to the extent of the Registrable Securities Transferred as long as (i) the Shareholder or such Investor, within ten (10) days after such Transfer, furnishes to the Company 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 Company, in which case the applicable Permitted Transferee shall be the beneficiary to all 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.

(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 of 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.

[the 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.

AMERICAN INTERNATIONAL GROUP, INC.

By _____
Name _____
Title _____

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 _____
Name _____
Title _____

EXHIBIT C

FINANCIAL REPORTING AND COMPLIANCE AGREEMENT

dated [—], 2014

between

American International Group, Inc.

and

AerCap Holdings N.V.

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This Financial Reporting and Compliance Agreement, dated [—], 2014 (this "Agreement"), is made by and between American International Group, Inc., a corporation existing under the laws of the state of Delaware ("AIG") and AerCap Holdings N.V., a private limited liability company existing under the laws of Netherlands ("AerCap"; each of AerCap and AIG, a "Party", and, together, the "Parties").

RECITALS

A. AIG currently indirectly owns approximately 46% of the issued and outstanding common shares of AerCap.

B. AIG may be exposed to liability for acts of AerCap in violation of certain U.S. Laws, and AIG will require certain information to facilitate certain of AIG's reporting obligations as a thrift holding company and non-bank systemically important financial institution subject to the Federal Reserve's supervision, a U.S. public reporting company listed on the New York Stock Exchange and to fulfill its fiduciary obligations with respect to AIG's ownership interest in AerCap.

C. AIG 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 Confidential Information" has the meaning set forth in Section 9.01(a).

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

"AerCap Shares" means the ordinary shares 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.

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

"AIG Affiliated Group" has the meaning set forth in Section 2.01.

"AIG Confidential Information" has the meaning set forth in Section 9.01(b).

"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.

"Arbitral Tribunal" has the meaning set forth in Section 6.02(a).

"Business Day" means a day that is not a Saturday, Sunday or public holiday in the Netherlands or the United States.

"Controlled Subsidiary" means any entity as to which AerCap has Indicia of Control.

"DOJ" means the U.S. Department of Justice.

"Effective Date" means the date hereof.

"Federal Reserve" means the U.S. Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York and any other Federal Reserve Bank.

"FCPA" has the meaning set forth in Section 3.01(b).

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

"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.

"ICC Court" has the meaning set forth in Section 6.02(a).

"Indicia of Control" of any entity means (a) direct or indirect beneficial ownership of twenty-five percent (25%) or more of any class of voting security of such entity, (b) the ability to elect a majority of the board of directors (or equivalent body) of the entity, or (c) otherwise having de facto (or negative) control over the entity as reasonably determined by AIG in accordance with the Laws applicable to AIG. The presence of fewer than three AIG representatives on the AerCap board of directors and the provisions in Articles 2, 3, 4 and 5 herein do not by themselves establish de facto control under subsection (c).

"Law" or "Laws" mean (a) any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, 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.

"OFAC" has the meaning set forth in Section 3.01(b).

"Order" means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

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

"Person" means any individual, corporation, partnership, 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.

"Required Policies and Procedures" has the meaning set forth in Section 3.01(a).

"Representatives" means officers, directors, employees, and other agents and representatives, including legal and financial advisors, agents, customers, suppliers, contractors, consultants and other representatives of an entity.

"Revolving Credit Facility" has the meaning set forth in the preamble of the Share Purchase Agreement.

"Share Purchase Agreement" means the Share Purchase Agreement among AIG Capital Corporation, AIG, AerCap, and AerCap Ireland Ltd.

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

"Trade and Anti-Corruption Laws" has the meaning set forth in Section 3.01(b).

ARTICLE 2

FINANCIAL AND OTHER INFORMATION

Section 2.01 Twenty Percent Threshold. If (i) AIG directly or indirectly beneficially owns at least twenty percent (20%) of the outstanding AerCap Shares, or (ii) AIG or any of its subsidiaries (collectively, the "AIG Affiliated Group") is required, 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) ensure that the "internal control over financial reporting" (as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934) 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 AIG 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 AIG or any of its subsidiaries information that AIG reasonably requires to assess significant deficiencies or material weaknesses in internal control over financial reporting in time for AIG to meet its schedule for filing any relevant AIG Public Document.

(b) Public Information and Security Filings. AerCap and each of its subsidiaries that files information publicly will:

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

(ii) deliver to AIG, 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 release to financial analysts or investors.

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 AIG Affiliated Group without the prior written consent of AIG with respect to those portions of such document that contains information with respect to any member of the AIG Affiliated Group, except as may be required by Applicable Law (in such cases, AerCap shall use its reasonable best efforts to notify the relevant member of the AIG 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 AIG 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 AIG as to the appropriate timing for all such meetings, calls and conferences.

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

(e) AerCap Financial Statements. AerCap will deliver to AIG, no later than prior to the third day after the day that AerCap publicly files its annual or periodic report, the final form of its annual or periodic report, as applicable, together with all certifications required by Applicable Law by each of the chief executive officer and the chief financial officer of AerCap and 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.

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

(a) AerCap Public Information. AerCap shall deliver to AIG 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 stockholders, (ii) annual reports and (iii) final prospectuses filed.

Section 2.03 Five Percent Threshold. If AIG 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 AIG and AerCap agrees to provide to the other any information which the requesting Party reasonably needs to (i) 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) AIG Public Filings. AerCap will, and will use reasonable commercial efforts to cause its subsidiaries and auditors to, cooperate fully with AIG, and provide all information that AIG reasonably requests, in the preparation of AIG's press releases, public earnings releases, quarterly reports, annual reports, any current reports and any other public filings made by any member of the AIG Affiliated Group.

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

(a) AIG Financial Statements and Regulatory Reports. AerCap shall promptly provide to AIG upon reasonable request all information, and access to personnel, of AerCap and its subsidiaries that may be necessary for any member of the AIG Affiliated Group to (i) comply with applicable GAAP and SEC accounting or financial reporting requirements or other regulatory requirements, including but not limited to the regulatory reporting requirements of the Federal Reserve, (ii) respond in a timely manner to any reasonable requests for information regarding AerCap and its subsidiaries received by AIG from investors, financial analysts or Governmental Authorities, (iii) effectively implement new accounting standards or policies as elected by AIG, (iv) meet its schedule for the preparation, printing, filing and public dissemination of any AIG 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 the Federal Reserve or other regulatory or supervisory authorities with jurisdiction over AIG. In connection therewith, AerCap shall also permit AIG 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 AIG may reasonably request upon reasonable notice during AerCap's normal business hours. If and to the extent requested by AIG, AerCap shall diligently and promptly review drafts of AIG's financial statements and regulatory reports and prepare in a diligent and timely fashion any portion of such financial statements or regulatory reports pertaining to AerCap or its subsidiaries.

(b) AerCap Post-Close Reporting. AerCap shall deliver to AIG the financial, investment, risk management, capital, liquidity, tax, government, regulatory, and legal reporting information as AerCap delivered to AIG as of the date hereof, including, without limitation, the information referenced on Schedule 2.04(b), with such information and reporting requirements subject to change or expansion to be provided in accordance with the reporting, administrative and risk management practices or policies of AIG or any Governmental Authority in effect from time to time and communicated to AerCap.

ARTICLE 3

AERCAP COMPLIANCE REQUIREMENTS WHEN AIG HAS INDICIA OF CONTROL

Section 3.01 Indicia of Control Compliance Requirements. For so long as AIG has Indicia of Control over AerCap, then AerCap shall and shall cause its Controlled Subsidiaries to be subject to the following compliance and related reporting requirements:

(a) Required Policies and Procedures. Adopt compliance policies and procedures, including information reporting and training requirements, reasonably designed to ensure compliance by AerCap and AerCap's Controlled Subsidiaries with Applicable Law (including any changes to Applicable Law) as required or expected by either Governmental Authorities with supervisory or regulatory jurisdiction over AIG or AerCap or by industry best practices, which policies and procedures shall be reasonably acceptable to AIG in form and substance (collectively, the "Required Policies and Procedures").

(b) Compliance with Trade and Anti-Corruption Laws. Comply with those Laws involving U.S. and other applicable trade and investment sanctions (including those administered by the Office of Foreign Assets Control ("OFAC")), anti-bribery or anti-corruption laws, including the Foreign Corrupt Practices Act ("FCPA"), anti-money laundering, export controls, anti-boycott and insider trading laws (all of the foregoing together, the "Trade and Anti-Corruption Laws"), and the Required Policies and Procedures related to such Laws, including with respect to establishing and implementing appropriate internal controls and maintaining accurate books and records.

(c) Certifications/Confirmations. Require that AerCap and its Controlled Subsidiaries: (i) undertake training, which may include without limitation internet- or computer-based training modules, in-person sessions or updates distributed by email, of their relevant employees in the Required Policies and Procedures, in such a manner as is reasonable to ensure that such relevant employees are aware of the Required Policies reasonably promptly upon their commencement of employment and reasonably promptly upon any material changes to those policies, and, otherwise, once annually; and (ii) provide an annual written certification to AIG regarding compliance by AerCap and its Controlled Subsidiaries with the Required Policies and Procedures and Applicable Law.

(d) Quarterly Compliance Reporting. Quarterly, provide a written report to AIG, in a form reasonably requested by AIG, with respect to compliance with the Required Policies and Procedures and Applicable Law. The written report should include information regarding any material compliance matter, including without limitation material complaints, concerns or issues, reported to the board of directors or audit committee of the board of directors of AerCap or any of its Controlled Subsidiaries.

(e) Notice of Non-Compliance/Cooperation in Investigations. (i) Promptly notify AIG regarding those circumstances in which AerCap or any of AerCap's Controlled Subsidiaries reasonably believes there has been a violation of the Required Policies and Procedures or Applicable Law; (ii) promptly provide to AIG, at its reasonable request, all relevant documents, data and other materials in connection with clause (i); (iii) reasonably cooperate with any investigations by AIG and/or its advisors in connection with clause (i); and (iv) cooperate with any investigation of AIG by any Governmental Authority (including but not limited to the DOJ and the SEC), including providing AIG reasonable access to relevant employees in connection with clause (i).

(f) Audit Rights and Cooperation. (i) Reasonably cooperate with any audit that AIG undertakes, at reasonable times and intervals and on reasonable notice to AerCap, regarding compliance by AerCap or any of its Controlled Subsidiaries with the Required Policies and Procedures and Applicable Law and the accuracy and completeness of the books and records of AerCap and its Controlled Subsidiaries, and (ii) cooperate with any examination, inspection or information request by any U.S. federal or state authority with supervisory authority over AIG, including the Federal Reserve, including in each case reasonably cooperating with AIG's internal and outside advisors to ensure compliance.

(g) Regulatory Reports. Provide to AIG on a timely basis all information and access to all personnel, that AIG or any of its subsidiaries reasonably requires to meet its schedule and requirements for the preparation and filing of any reports and data with the Federal Reserve or other regulatory or supervisory authorities with jurisdiction over AIG.

(h) Access. Permit AIG, any member of the AIG Affiliated Group, any of their respective Representatives, or any U.S. supervisory authority with jurisdiction over AIG, including the Federal Reserve, to visit and inspect any of the facilities, properties, corporate books, data and financial and other records of AerCap and its subsidiaries, and to discuss the affairs, finances and accounts of any such entities with the appropriate personnel and Representatives of such entities and AerCap's auditors, in each case upon reasonable advance notice and during normal business hours, and provided that, excepting requests by any U.S. supervisory authority with jurisdiction over AIG, no visitation, inspection or discussion shall be required to take place pursuant to this Section 3.01(h) without AIG first having reasonable concern regarding the existence of an issue reasonably likely to have material adverse regulatory or compliance repercussions for AIG or any member of the AIG Affiliated Group.

(i) Notification of Material Regulatory Matters. To the extent material rulings, inquiries, examinations or audits (each a "Regulatory Matter") would reasonably likely have material adverse regulatory or compliance repercussions to AIG, provide reports of any such Regulatory Matter promptly upon AerCap or the applicable AerCap Controlled Subsidiary becoming aware of such Regulatory Matter.

(j) Audit Committee. Provide copies to AIG of all material compliance-related documents and materials provided to or reviewed by any audit committee of AerCap (or any successor committee or committee with equivalent function) reasonably promptly after delivery of such materials to committee members.

(k) New Business Lines or Acquisitions. Provide notice reasonably in advance of AerCap or any of its Controlled Subsidiaries: (i) making any material change to their current business activities or entering into any new lines of business beyond those conducted as of the date hereof, or (ii) acquiring 5% or more of the voting shares of capital stock of any company.

Section 3.02 Delivery of Information. For so long as AIG has Indicia of Control over AerCap and upon request by AIG, AerCap shall and shall cause its Controlled Subsidiaries to provide copies of regulatory and compliance policies, procedures and processes and other materials and information related to regulatory and compliance matters concerning AerCap and its Controlled Subsidiaries, and, upon reasonable advance notice and during normal business hours, make available personnel knowledgeable about such policies, procedures and processes, as requested by AIG, or any entity that regulates and supervises AIG, including but not limited to the Federal Reserve. The materials and information described in Section 3 shall be provided to AIG's Chief Regulatory Officer and AIG's Chief Compliance Officer and such other Persons as AIG may designate from time to time.

ARTICLE 4

U.S. ANTI-BOYCOTT COMPLIANCE

Section 4.01 U.S. Anti-Boycott Compliance. AerCap shall comply with the requirements of Section 3.01 with respect to compliance with U.S. anti-boycott laws for so long as AIG directly or indirectly beneficially owns twenty-five percent (25%) or more of the outstanding AerCap Shares and no other shareholder owns an equal or greater percentage of the outstanding AerCap Shares.

ARTICLE 5

ADDITIONAL AERCAP COMPLIANCE REQUIREMENTS

Section 5.01 General Compliance Requirements. During the term of this Agreement, without limiting the foregoing, AerCap shall and shall cause its Controlled Subsidiaries to be subject to the following compliance and related reporting requirements:

(a) Actual Inquiries or Investigations of AIG. If there is any inquiry or investigation conducted by any Governmental Authority involving AIG relating to any Trade and Anti-Corruption Law relating to conduct by AerCap or any of its Controlled Subsidiaries, AIG shall have reasonable access, upon reasonable advance notice and during normal business hours, to such books, records and employees as well as notes, memoranda, reports and all other documents and materials as may be necessary to cooperate with and/or defend such inquiry or investigation. AerCap and its subsidiaries shall reasonably cooperate with any investigation or defense by AIG and its advisors of such asserted violations.

(b) Violations Affecting AIG. If AIG has reason to believe that conduct by AerCap or any of its Controlled Subsidiaries at any time during which AIG had Indicia of Control could reasonably be expected to result in a violation by AIG of any Trade and Anti-Corruption Law (including instances in which such conduct could have commenced during the period that AIG had Indicia of Control and continued beyond such period), AIG shall have reasonable access, upon reasonable advance notice and during normal business hours, to such books, records and employees, as well as notes, memoranda, reports and all other documents and materials as may be necessary to determine whether such conduct would be reasonably expected to result in a violation of any Trade and Anti-Corruption Law. AerCap and its subsidiaries shall cooperate with any investigations by AIG and its advisors of such potential violations.

(c) Notification by AerCap of Possible Violations. If AerCap has reason to believe (including by way of notice from any Governmental Authority) that conduct of AerCap or any of its subsidiaries has resulted in or could reasonably be expected to result in a violation by AIG of any Trade and Anti-Corruption Law, AerCap shall promptly notify AIG of the same, and the rights and obligations set forth in Sections 5.01(a) and 5.01(b) shall apply.

Section 5.02 General Compliance Policies and Procedures; Training. AerCap agrees to maintain and to cause its Controlled Subsidiaries to maintain, in accordance with Applicable Law, policies and procedures reasonably designed to ensure compliance with any Trade and Anti-Corruption Law applicable in jurisdictions in which AerCap or any of its subsidiaries operates or does business, and to ensure that all relevant employees and directors of AerCap, AerCap's chief compliance officer and relevant third parties receive compliance training covering Trade and Anti-Corruption Laws to which AerCap is subject from time to time.

ARTICLE 6

GOVERNING LAW; ARBITRATION

Section 6.01 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, shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any conflicts of law principles that would apply the Law of another jurisdiction.

Section 6.02 Arbitration.

(a) Any dispute, controversy, or claim arising from, relating to, or in connection with this Agreement, or the breach, termination, or validity thereof shall be finally settled by arbitration before three arbitrators (the "Arbitral Tribunal") in accordance with the Rules of Arbitration of the International Chamber of Commerce in effect at the time of the arbitration except as they may be modified herein or by mutual agreement of the Parties. The seat of the arbitration shall be New York, New York, and the arbitration shall be conducted in the English language.

(b) The claimants shall nominate an arbitrator in its (their) Request for Arbitration. The respondent(s) in the Arbitration Request shall nominate an arbitrator within thirty (30) days of receipt of the Arbitration Request and shall notify the claimant(s) of such nomination in writing. If within thirty (30) days of receipt of the Arbitration Request by the respondent(s), the respondent(s) has (have) not nominated an arbitrator, then the International Court of Arbitration of the International Chamber of Commerce (the "ICC Court") shall appoint an arbitrator on behalf of the respondent(s). The first two arbitrators nominated by the Parties or appointed by the ICC Court in accordance with the above shall nominate a third arbitrator within thirty (30) days of the confirmation by the ICC Court (or appointment in accordance with the above) of the arbitrator nominated/appointed on behalf of the respondent(s). When the third arbitrator has accepted the nomination, the other two arbitrators shall promptly notify the Parties of the nomination. If the first two arbitrators nominated/appointed fail to nominate a third arbitrator within the thirty (30) days referred to above, the ICC Court shall appoint the third arbitrator and shall promptly notify the Parties of the appointment. The third arbitrator shall act as chair of the Arbitral Tribunal. Each arbitrator shall be qualified to practice law under the Laws of the State of New York. An arbitrator shall be deemed to have met these qualifications unless any Party objects within fifteen (15) days.

(c) The Parties agree that any award by the Arbitral Tribunal on interim measures shall be fully enforceable as such and an application for interim measures to a court of competent jurisdiction by any Party to the arbitration shall not be deemed incompatible with, or a waiver of, the agreement to arbitrate set out in this Section 6.02.

(d) In order to facilitate the comprehensive resolution of related disputes and to avoid inconsistent decisions in related disputes, upon request of any Party to an arbitration proceeding commenced pursuant to this Section 6.02, any dispute, controversy or claim subsequently noticed for arbitration under the provisions of this Section 6.02 may be consolidated with the earlier-commenced arbitration proceeding, as determined within the discretion of the Arbitral Tribunal appointed in the first-commenced arbitration proceeding. The Arbitral Tribunal must not consolidate such arbitrations unless the Arbitral Tribunal determines that (i) there are issues of fact or law common to the proceedings, so that a consolidated proceeding would be more efficient than separate proceedings, and (ii) no Party hereto would be prejudiced as a result of such consolidation through undue delay, conflict of interest or otherwise. If the Arbitral Tribunal and any arbitration tribunal appointed in a subsequent arbitration proceeding disagree as to whether their respective arbitrations should be consolidated there shall be no consolidation.

(e) Subject to clause 17.3 of the Share Purchase Agreement, the Parties, the ICC Court, any arbitrator, and their agents or representatives, shall keep confidential and not disclose to any non-Party any confidential information, including but not limited to the existence of the arbitration, non-public materials and information provided in the arbitration by another Party, and orders or awards made in the arbitration. If a Party or an arbitrator wishes to involve in the arbitration a non-Party - including a fact or expert witness, stenographer, translator or any other person - the Party or arbitrator shall make reasonable efforts to secure the non-Party's advance agreement to preserve the confidentiality of the confidential information. Notwithstanding the foregoing, a Party may disclose confidential information to the extent necessary to: (i) prosecute or defend the arbitration or proceedings related to it (including enforcement or annulment proceedings), or to pursue a legal right; (ii) respond to a compulsory order or request for information of a governmental or regulatory body; (iii) make disclosure required by law or by the rules of a securities exchange; (iv) seek legal, accounting or other professional services, or satisfy information requests of potential acquirers, investors or lenders, provided that in each case of any disclosure allowed under the foregoing circumstances (i) through (iv), where possible, the producing Party takes reasonable measures to ensure that the recipient preserves the confidentiality of the information provided. The Arbitral Tribunal may permit further disclosure of confidential information where there is a demonstrated need to disclose that outweighs any Party's legitimate interest in preserving confidentiality. This confidentiality provision survives termination of this Agreement and of any arbitration brought pursuant to this Agreement. This confidentiality provision may be enforced by an arbitral tribunal or any court of competent jurisdiction, and an application to a court to enforce this provision shall not waive or in any way derogate from the agreement to arbitrate set out in this Section 6.02.

(f) The arbitration shall be conducted in an expedited manner. There shall be one round of pre-hearing submissions by each Party, whether simultaneous or sequential as directed by the Arbitral Tribunal, and no reply or rejoinder submissions shall be made unless the Arbitral Tribunal expressly so authorizes. The arbitration hearing shall be held within four months of the constitution of the Arbitral Tribunal and shall continue, to the extent practicable, from Business Day to Business Day until completed. There shall be

no post-hearing submissions except as directed by the Arbitral Tribunal, and before ordering such submissions, the Arbitral Tribunal shall identify for the Parties, on the basis of its assessment of the case as of that time, the specific issues or matters it believes should be addressed. The Arbitral Tribunal shall endeavor to render its Award within six weeks of the last day of the arbitration hearing. The Arbitral Tribunal may modify the provisions of this schedule for good cause shown. Failure to comply with any time period set out in this Section 6.02(f) shall not affect in any way the jurisdiction of the Arbitral Tribunal or the validity of its award.

(g) Any request for production of documents or other information shall be subject to the express authorization of the Arbitral Tribunal, which shall endeavor to ensure that any such requests are as limited and disciplined as is consistent with the just resolution of the dispute, controversy or claim. The Parties expressly waive any right to seek evidence under Section 1782 of title 28 of the U.S. Code or any other provision contained in the arbitration or other procedural rules or Laws of any jurisdiction. A Party may request, and the Arbitral Tribunal should authorize, production only of specific documents or narrow and specific categories of documents that are critical to the fair presentation of a Party's case and reasonably believed to exist and be in the possession, custody or control of the other Party.

(h) If there is any dispute as to whether a dispute, controversy or claim is subject to arbitration, the Arbitral Tribunal shall have jurisdiction to decide the same.

(i) The Arbitral Tribunal shall have power to make any award that it deems just and appropriate, including specific performance or injunctive relief.

(j) The agreement to arbitrate under this Section 6.02 shall be specifically enforceable. Any award rendered by the Arbitral Tribunal shall be in writing and shall be final and binding upon the Parties, and may include an award of costs, including reasonable legal fees and disbursements, to the prevailing Party. The Parties undertake to carry out any award without delay and waive their right to any form of recourse based on grounds other than those contained in the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 insofar as such waiver can validly be made. Judgment upon any award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets and, to the maximum extent permitted by Law, the Parties agree that any court of competent jurisdiction in which enforcement of the award is sought shall have power to enforce the relief awarded by the Arbitral Tribunal, regardless of whether such relief is characterized as legal, equitable or otherwise.

(k) Notwithstanding anything herein to the contrary, each of the Parties hereto agrees that it will not bring, or permit any of its Affiliates to bring, any suit, action or other proceeding of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against the Lenders or any Affiliate thereof arising out of or relating to (x) the Credit Agreement, any of the transactions contemplated by the Credit Agreement or the performance of services thereunder or (y) this Agreement or any of the transactions contemplated hereby in any forum other than any New York State

court or Federal court of the United States of America sitting in New York County, and any appellate court from any thereof, and each of the Parties hereto agrees that the waiver of jury trial set forth in Section 6.02(l) shall be applicable to any such suit, action or other proceeding. The Lenders and their Affiliates are express third party beneficiaries of this Section 6.02(l).

(l) Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts located in New York, New York for enforcing the Parties' agreement to arbitrate, enforcing any arbitration Award or obtaining or enforcing interim measures (including injunctive relief). THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY IN ANY COURT OF COMPETENT JURISDICTION IN ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND THE TRANSACTION AGREEMENTS (INCLUDING ANY SUCH ACTION INVOLVING THE LENDERS UNDER THE CREDIT AGREEMENT) OR THE TRANSACTIONS CONTEMPLATED HEREBY. The Lenders and their Affiliates are express third-party beneficiaries of this Section 6.02(l).

ARTICLE 7

TERM; SURVIVAL

Section 7.01 Term. The term of this Agreement shall commence on the date hereof and continue for so long as AIG owns any AerCap Shares or otherwise is subject to liability during the applicable statute of limitations for the actions of AerCap or its subsidiaries for violations of any Trade and Anti-Corruption Law, with various requirements and covenants progressively falling away as AIG's ownership of AerCap Shares is reduced as described in this Agreement.

Section 7.02 Survival.

(a) Article 6, Section 7.02 and Article 8 shall survive the expiration or other termination of this Agreement and remain in full force and effect.

(b) Section 2.01(e) shall survive until termination of the Revolving Credit Facility.

ARTICLE 8

GENERAL PROVISIONS

Section 8.01 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 addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 8.01):

if to AIG:

American International Group, Inc.
80 Pine Street
New York, New York 10005
United States of America
Fax: 212-425-3275
Attention: General Counsel

if to AerCap:

AerCap Holdings N.V.
AerCap House
Stationsplein 965
1117 CE Schiphol
The Netherlands
Fax number: +31 20 655 9100
Attention: Chief Legal Officer

Section 8.02 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any Applicable Law or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties to this Agreement 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 consummated as originally contemplated to the greatest extent possible.

Section 8.03 Entire Agreement. Except as otherwise expressly provided in this Agreement, this Agreement (including any Schedules hereto) constitutes the entire agreement of the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, both written and oral, between or on behalf of the Parties hereto with respect to the subject matter of this Agreement.

Section 8.04 Assignment; No Third-Party Beneficiaries.

(a) A member of the AIG Group may assign this Agreement to any member of the AerCap 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 8.05 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 8.06 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 8.07 Currency. All references in this Agreement to "dollars" or "$" are expressed in United States currency, unless otherwise specifically indicated.

Section 8.08 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 8.09 Regulatory Approval and Compliance. Each of AIG and AerCap shall be responsible for its own compliance with any and all Laws applicable to its performance under this Agreement.

Section 8.10 No unreasonable interference; no violation of Applicable Laws. The rights of the Parties will be exercised so as not to unreasonably interfere with their daily 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 stock 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 8.11 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. AerCap and its affiliates will not be required to provide any information or materials to AIG pursuant to this Agreement if AerCap 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 AerCap shall use commercially reasonable efforts to provide such information and materials in a manner that does not violate such privilege.

ARTICLE 9

USE OF INFORMATION; CONFIDENTIALITY

Section 9.01 Confidential Information.

(a) From and after the Effective Date, subject to Section 9.01(c) and except as contemplated by this Agreement, AIG 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 9.01(a) only, the "Purpose") of discharging AIG'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. AIG 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 9.01, 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 AIG or any of its Representatives, including without limitation Personal Information, and any other information, material or documents provided to AIG 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 AIG 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 AIG or any of its Representatives not otherwise permissible hereunder, (y) AIG can demonstrate was or became available to AIG from a source other than AerCap or (z) is developed independently by AIG 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 AIG 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 9.01(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 9.01(b) only, the "Purpose") 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 AIG and its subsidiaries or for the benefit of any third party or for any purpose other than the Purpose, any AIG Confidential Information. AerCap shall use the same degree of care to prevent and restrain the unauthorized use or disclosure of the AIG 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 9.01, any information, material or documents relating to the businesses then currently or formerly conducted, or proposed to be conducted, by AIG (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 AIG 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 "AIG Confidential Information." "AIG 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 AIG or (z) is developed independently by AerCap without reference to the AIG 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, AIG with respect to such information.

(c) If either AIG 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 AIG 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 AIG Confidential Information or AIG 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 9, 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.

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

AMERICAN INTERNATIONAL GROUP, INC.

By: _____
Name:
Title:

AERCAP HOLDINGS N.V.

By: _____
Name:
Title:

Exhibit 10.1

EXECUTION COPY

$1,000,000,000 Five-Year Revolving Credit Agreement

dated as of

December 16, 2013

among

AERCAP HOLDINGS N.V.,

AERCAP IRELAND CAPITAL LIMITED,
as Borrower,

The SUBSIDIARY GUARANTORS Party Hereto,

AMERICAN INTERNATIONAL GROUP, INC.,
as Lender,

and

AMERICAN INTERNATIONAL GROUP, INC.,
as Administrative Agent

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FIVE-YEAR REVOLVING CREDIT AGREEMENT

FIVE-YEAR REVOLVING CREDIT AGREEMENT (this "Agreement"), dated as of December 16, 2013, among AERCAP HOLDINGS N.V., an entity organized under the laws of the Netherlands, AERCAP IRELAND CAPITAL LIMITED, a private limited company incorporated under the laws of Ireland (herein called the "Borrower"), the Subsidiary Guarantors party hereto from time to time, the Lenders (as defined herein) party hereto from time to time and AMERICAN INTERNATIONAL GROUP, INC., a Delaware corporation (herein, in its individual corporate capacity, called "AIG"), as administrative agent for the Lenders (herein, in such capacity, together with its successors and permitted assigns in such capacity, called the "Agent" or "Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Borrower has requested the Lenders to lend up to $1,000,000,000 to the Borrower on a five-year revolving basis for general corporate purposes;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

SECTION 1. CERTAIN DEFINITIONS.

Section 1.1. Terms Generally. The definitions ascribed to terms in this Section 1 and elsewhere in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". Unless expressly provided for herein or the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified, in each case in accordance with its terms and (b) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. The words "hereby", "herein", "hereof", "hereunder" and words of similar import refer to this Agreement as a whole (including any exhibits and schedules hereto) and not merely to the specific Section, paragraph or clause in which such word appears. All references herein to Sections, Exhibits and Schedules shall be deemed references to Sections of and Exhibits and Schedules to this Agreement unless the context shall otherwise require.

Section 1.2. Specific Terms. When used herein, the following terms shall have the following meanings:

"Act" has the meaning set forth in Section 12.18.

"Acquired Company" means International Lease Finance Corporation, a California corporation.

"Acquired Company Acquisition" means the purchase by the Company, directly or through one or more Wholly-owned Subsidiaries, of the Acquired Company.

"Acquired Company Acquisition Facility" means that certain Bridge Credit Agreement dated as of the date hereof, among the Company, the Borrower, UBS AG, Stamford Branch, as administrative agent, and the other parties thereto, as amended, restated, refinanced or replaced from time to time.

"Acquisition" means any transaction, or any series of related transactions, consummated on or after the date of this Agreement, by which the Company or any of its Subsidiaries (i) acquires all or substantially all of the assets of any firm, corporation, limited liability company or other Person, or business unit or division thereof, whether through purchase of assets, merger or otherwise or (ii) directly or indirectly acquires (in one transaction or as the most recent transaction in a series of transactions) at least a majority (in number of votes for the members of the board of directors) of the capital stock of a Person.

"Activities" has the meaning set forth in Section 11.2(b).

"Administrative Agent" has the meaning set forth in the Preamble.

"AerCap/AIG Fee Letter" means that certain Fee Letter dated as of the date hereof between the Company and AIG.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with such Person. A Person shall be deemed to control another Person if such first Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through ownership of stock, by contract or otherwise.

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

"Agent's Group" has the meaning set forth in Section 11.2(b).

"Agent Parties" has the meaning set forth in Section 12.2(f).

"Aggregate Commitment" means $1,000,000,000, as reduced by any reduction in the Commitments made from time to time pursuant to Section 4.1 or Section 12.9.

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

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

"Aircraft Assets" means "Flight Equipment held for Operating Lease [net]," plus "Net Investment in Direct Finance Leases," plus "Inventory" plus "Lease Premium" plus "End of Lease Assets" (or such substantially similar terms for such substantially similar assets as may be used from time to time).

"Anti-Corruption Laws" means the United States Foreign Corrupt Practices Act of 1977 and all other United States laws, rules and regulations applicable to the Company and its Subsidiaries concerning or relating to bribery or corruption.

"Anniversary Date" has the meaning set forth in Section 12.9.

"Assignee" has the meaning set forth in Section 12.4.1.

"Authorized Officer" of the Company means any of the following: the Chairman of the Board, the Chief Executive Officer, the Vice Chairman, the President, the Chief Financial Officer, the Treasurer, the Assistant Treasurer and the Chief Accounting Officer of the Company.

"Base LIBOR" means, with respect to any Loan Period for a LIBOR Rate Loan, an interest rate per annum equal to the rate per annum obtained by dividing (a) the rate per annum (rounded upward to the nearest whole multiple of 1/100 of 1% per annum) appearing on Reuters Screen LIBOR01 Page (or any successor page, the "Reuters Page") as the London interbank offered rate for deposits in Dollars at approximately 11:00 A.M. (London time) two Business Days prior to the first day of such Loan Period for a term comparable to such Loan Period or, if for any reason such rate is not available, the average (rounded upward to the nearest whole multiple of 1/100 of 1% per annum, if such average is not such a multiple) of the rate per annum at which deposits in Dollars are offered by the principal office of each of the Reference Banks in London, England to prime banks in the London interbank market at 11:00 A.M. (London time) two Business Days before the first day of such Loan Period in an amount substantially equal to the LIBOR Rate Loan to be outstanding during such Loan Period and for a period equal to such Loan Period by (b) a percentage equal to 100% minus the Eurodollar Reserve Percentage for such Loan Period.

"Base Rate" means for any day a fluctuating interest rate per annum equal to 2.75% per annum plus the highest of (a) the Federal Funds Rate for such day plus 1/2 of 1%, (b) the rate of interest in effect for such day as publicly announced from time to time by Citibank as its "base rate" and (c) the LIBOR Rate that would be payable on such day for a LIBOR Rate Loan with a one-month Loan Period plus 1% less 3.75%. The "base rate" is a rate set by Citibank based upon various factors including Citibank's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by Citibank shall take effect at the opening of business on the day specified in the public announcement of such change.

"Base Rate Loan" means any Committed Loan which bears interest at the Base Rate.

"Board of Directors" means (a) with respect to a corporation or company, as applicable, the board of directors of the corporation or company, as applicable, or any committee thereof duly authorized to act on behalf of such board, (b) with respect to a partnership, the board of directors of the general partner of the partnership, (c) with respect to a limited liability company, the managing member or members or any controlling committee of managing members thereof and (d) with respect to any other Person, the board or committee of such Person serving a similar function.

"Business Day" means any day of the year on which banks are not required or authorized by law to close in New York City, Dublin or Amsterdam and, if the applicable Business Day relates to notices, determinations, fundings and payments in connection with any LIBOR Rate Loan, a day on which dealings are carried on in the London interbank market.

"Capital Markets Debt" means any debt securities (other than (a) a Qualified Securitization Financing or (b) a debt issuance guaranteed by an export credit agency (including the Eximbank)) issued in the capital markets by the Company or any of its subsidiaries, whether issued in a public offering or private placement, including pursuant to Section 4(2) of the Securities Act or Rule 144A, Regulation S or Regulation D under the Securities Act.

"Capital Stock" means (a) in the case of a corporation, corporate stock, (b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock, (c) in the case of a partnership or limited liability company, partnership, membership interests (whether general or limited) or shares in the capital of the company and (d) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"Capitalized Lease" means any lease under which any obligations of the lessee are, or are required to be, capitalized on a balance sheet of the lessee in accordance with GAAP; provided, however, that notwithstanding the foregoing, if any change in GAAP shall occur after the date hereof, the treatment of Capitalized Leases shall be evaluated as if such change had not been made.

"Capitalized Rentals" means, as of the date of any determination, the amount at which the obligations of the lessee, due and to become due under all Capitalized Leases under which the Company or any Subsidiary is a lessee, are reflected as a liability on a consolidated balance sheet of the Company and its Subsidiaries.

"Change of Control" means (a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than one or more Permitted Holders, is or becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of shares representing more than 50% of the voting power of the Company's Voting Stock, (b) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of the Company, as the case may be (together with any new directors whose election to such Board of Directors or whose nomination for election by the shareholders of the Company was approved by a vote of the majority of the directors of the Company then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved (who cannot include persons not elected by or recommended for election by the then-incumbent Board of Directors unless such Board of Directors determines reasonably and in good faith that failure to approve any such persons as members of the Board of Directors could reasonably be expected to violate a fiduciary duty under applicable law)), cease for any reason to constitute a majority of the Board of Directors of the Company, (c) (i) all or substantially all of the assets of the Company and the Subsidiaries, taken as a whole, are sold or otherwise transferred to any Person other than a Wholly-owned Subsidiary of the Company or one or more Permitted Holders or (ii)

the Company amalgamates, consolidates or merges with or into another Person or any Person consolidates, amalgamates or merges with or into the Company, in either case under this clause (c), in one transaction or a series of related transactions in which immediately after the consummation thereof Persons beneficially owning (as defined in Rules 13d-3 and 13d-5 under the Exchange Act) Voting Stock representing in the aggregate a majority of the total voting power of the Voting Stock of the Company, immediately prior to such consummation do not beneficially own (as defined in Rules 13d-3 and 13d-5 under the Exchange Act) Voting Stock representing a majority of the total voting power of the Voting Stock of the Company, or the applicable surviving or transferee Person; provided that this clause shall not apply (A) in the case where immediately after the consummation of the transactions Permitted Holders beneficially own Voting Stock representing in the aggregate a majority of the total voting power of the Company, or the applicable surviving or transferee Person or (B) to an amalgamation or a merger of the Company with or into (x) a corporation, limited liability company or partnership or (y) a wholly-owned subsidiary of a corporation, limited liability company or partnership that, in either case, immediately following the transaction or series of transactions, has no Person or group (other than Permitted Holders), which beneficially owns Voting Stock representing 50% or more of the voting power of the total outstanding Voting Stock of such entity and, in the case of clause (y), the parent of such Wholly-owned Subsidiary guarantees the Borrower's Obligations under this Agreement, (d) the Company shall adopt a plan of liquidation or dissolution or any such plan shall be approved by the shareholders of the Company or (e) the Borrower ceases to be a direct or indirect Wholly-owned Subsidiary of the Company.

"Citibank" means Citibank, N.A.

"Closing Date" has the meaning set forth in Section 9.3.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commitments" means the Lenders' commitments to make Committed Loans hereunder; and "Commitment" as to any Lender means the amount set forth opposite such Lender's name on Schedule I (as reduced in accordance with Section 4.1, or as periodically revised in accordance with Section 12.4 or Section 12.9).

"Committed Loan" means a loan in Dollars that is a Base Rate Loan or LIBOR Rate Loan made pursuant to Section 2 (each of which shall be a "Type" of Committed Loan).

"Committed Loan Request" has the meaning set forth in Section 2.2(a).

"Committed Note" means a promissory note of the Borrower, substantially in the form of Exhibit B, duly completed, evidencing Committed Loans to the Borrower, as such note may be amended, modified or supplemented or supplanted pursuant to Section 12.4.1 from time to time.

"Communications" has the meaning set forth in Section 12.2(b).

"Company" means AerCap Holdings N.V., an entity organized under the laws of the Netherlands.

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consolidated Indebtedness" means, as of the date of any determination, (a) the total amount of Indebtedness less the amount of current and deferred income taxes and rentals received in advance of the Company and its Subsidiaries (to the extent constituting Indebtedness) determined on a consolidated basis in accordance with GAAP (but without giving effect to any election to value any Indebtedness at "fair value", or any other accounting principle, including purchase accounting, that results in the amount of any such Indebtedness (other than zero coupon Indebtedness) as reflected on a consolidated balance sheet of the Company to be reflected thereon in any amount other than the stated principal amount of such Indebtedness), and excluding (i) the amount that is (A) the aggregate amount outstanding of Hybrid Capital Securities multiplied by (B) the Hybrid Capital Securities Percentage, (ii) adjustments in relation to Indebtedness denominated in any currency other than Dollars and any related derivative liability, in each case to the extent arising from currency fluctuations (such exclusions to apply only to the extent the resulting liability is hedged by the Company or such Subsidiary), (iii) net obligations of any Person under any swap contracts that are not yet due and payable, and (iv) trade payables outstanding in the ordinary course of business, but not overdue by more than 90 days less (b) the lesser of (x) $2,000,000,000 and (y) the aggregate amount of "cash and cash equivalents" or any line item of similar import (but in any event, excluding "restricted cash" or any line item of similar import and excluding "cash and cash equivalents" or any line item of similar import subject to any Lien (other than (A) Liens arising by operation of law and (B) bankers' Liens arising in the ordinary course of business)) reflected on a consolidated balance sheet of the Company prepared as of such date of determination in accordance with GAAP.

"Consolidated Interest Expense" means for any measurement period, and without duplication, interest expense in respect of all Indebtedness for borrowed money accrued during such measurement period by the Company and its Subsidiaries on a consolidated basis, as determined under GAAP (but without giving effect to any adjustment to such interest expense resulting from any election to value any Indebtedness at "fair value", or any other accounting principle, including purchase accounting, that results in the amount of any such Indebtedness (other than zero coupon Indebtedness) as reflected on a consolidated balance sheet of the Company to be reflected thereon in any amount other than the stated principal amount of such Indebtedness).

"Convert", "Conversion" and "Converted" each refers to a conversion of Committed Loans of one Type into Committed Loans of the other Type pursuant to Section 2.4.

"Credit Facilities" means one or more debt facilities, or commercial paper facilities with banks or other institutional lenders or investors or indentures providing for revolving credit loans, term loans, receivables financing, including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against receivables, letters of credit or other long-term indebtedness, including any guarantees, collateral documents, instruments and agreements executed in connection therewith, and any amendments, supplements, modifications, extensions, renewals, restatements or refundings thereof and any indentures or credit facilities or commercial paper facilities with banks or other

institutional lenders or investors that replace, refund or refinance any part of the loans, notes, other credit facilities or commitments thereunder, including any such replacement, refunding or refinancing facility or indenture that increases the amount borrowable thereunder or alters the maturity thereof.

"Debtor Relief Law" means title 11 of the United States Code, as in effect from time to time, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Defaulted Commitments" has the meaning set forth in Section 4.1(b).

"Defaulting Lender" means, at any time, any Lender that at such time (a) has failed to perform any of its funding obligations hereunder, including in respect of its Committed Loans within two Business Days of the date required to be funded by it hereunder, (b) has notified the Borrower or the Agent that it does not intend to comply with its funding obligations or has made a public statement to that effect with respect to its funding obligations hereunder or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after written request by the Agent or the Borrower (based on its reasonable belief that such Lender may not fulfill its funding obligations hereunder), to confirm in writing or a manner satisfactory to the Agent and the Borrower that it will comply with its funding obligations hereunder, or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had a receiver, conservator, trustee, administrator, intervenor, sequestrator, assignee for the benefit of creditors or similar Person under any applicable Debtor Relief Law charged with reorganization or liquidation of its business or a custodian appointed for it, or (iii) taken any action in furtherance of, or indicated its consent to, approval of or acquiescence in any such proceeding or appointment; provided, that, a Lender shall not be a Defaulting Lender solely by virtue of the control, ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority, so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination that a Lender is a Defaulting Lender under clauses (a) through (d) above will be made by the Agent in its reasonable discretion acting in good faith. If the Borrower believes in good faith that a Lender should be determined by the Agent to be a Defaulting Lender and so notifies Agent, citing the reasons therefor, the Agent shall determine in its reasonable discretion acting in good faith whether or not such Lender is a Defaulting Lender. The Agent will promptly send to all parties hereto a copy of any notice to the Borrower provided for in this definition.

"Disqualified Person" means any Person engaged primarily in the aircraft leasing business or aviation advisory business or that is an air carrier, in each case to the extent designated in writing as a "Disqualified Person" hereunder by the Borrower to the Agent from time to time.

"Dollar" and "$" refer to the lawful money of the United States of America.

"EBITDA" means for any period, (a) the sum, without duplication, of (i) net income (or net loss), (ii) Consolidated Interest Expense, (iii) income tax expense, (iv) depreciation and depletion expense, (v) amortization expense, (vi) extraordinary, unusual or nonrecurring losses to the extent the foregoing have been deducted in determining such net income, (vii) any non-cash items (including write-downs and impairment of property, plant, equipment and intangibles and other long-lived assets, including aircraft, and the impact of purchase accounting, including stock based compensation expense, derivative expense and fair value adjustments) to the extent deducted in determining net income, and (viii) the amount of any extraordinary, unusual or nonrecurring non-cash restructuring charges, less (b) the sum, without duplication, of (i) extraordinary, unusual or nonrecurring gains to the extent added in determining net income, and (ii) all non-cash items to the extent included in determining net income). For the purposes of calculating EBITDA for any four quarter period, such calculation shall be made (i) after giving effect to any Acquisition consummated during such period and (ii) assuming that such Acquisition occurred at the beginning of such period; provided, that any pro forma calculation made by the Company either (i) based on Regulation S-X or (ii) as calculated in good faith and set forth in an officer's certificate of the Company, in reasonable detail, (and in the case of this clause (ii), based on audited financials of the target company) shall be acceptable.

"ECA Financing" means any financing provided or supported by one or more government export credit agencies.

"Effective Date" has the meaning set forth in Section 9.2.

"Eligible Assignee" means, at any time, (i) AIG, (ii) any Person approved in writing by the Company in its sole and absolute discretion, (iii) any Permitted AIG Affiliate that is, at such time, an Affiliate of AIG or (iv) solely with respect to assignments of outstanding Committed Loans (and not Commitments), any Affiliate of AIG not described in the foregoing clause (iii).

"Equity Adjustment Amount" means (i) if, on the Closing Date, the closing price of the Company's ordinary shares on the New York Stock Exchange is less than the Expected Equity Amount per share, an amount equal to (x) the Expected Equity Amount less such closing price multiplied by (y) 97,560,976, and (ii) if otherwise, $0; provided that the Equity Adjustment Amount shall not exceed the amount such that at 4:00 p.m., New York City time, on the Closing Date the aggregate amount of Shareholder's Equity equals $5,100,000,000.

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock, but excluding any debt security that is convertible into, or exchangeable for, Capital Stock.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any corporation, trade or business that is, along with the Company or any Subsidiary, a member of a controlled group of corporations or a controlled group of trades or businesses, as described in Sections 414(b) and 414(c), respectively, of the Code or Section 4001 of ERISA (and Sections 414(m) and 414(o) of the Code for purposes of provisions relating to Section 412 of the Code).

"ERISA Event" means (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived); (b) any failure by any Plan to satisfy the minimum funding standard (as defined in Section 412 of the Code or Section 302 of ERISA), applicable to such Plan; (c) the incurrence by the Company or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (d) the receipt by the Company or any ERISA Affiliate from the PBGC or a plan administrator of any notice having the effect of terminating any Plan or Plans or appointing a trustee to administer any Plan; (e) the incurrence by the Company or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (f) the receipt by the Company or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Company or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA or in "endangered" or "critical" status, within the meaning of Section 305 of ERISA or Section 432 of the Code.

"Eurodollar Reserve Percentage" means for any day in any Loan Period for any LIBOR Rate Loan that percentage in effect on such day as prescribed by the Board of Governors of the Federal Reserve System (or any successor thereto) or other U.S. government agency for determining the reserve requirement (including any marginal, basic, supplemental or emergency reserves) for a member bank of the Federal Reserve System in New York City with deposits exceeding one billion dollars in respect of eurocurrency funding liabilities.

"Event of Default" means any of the events described in Section 10.1.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. Federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Committed Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Committed Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 12.9(c)) or (ii) such Lender changes its lending office (other than pursuant to Section 6.1(c)), its place of incorporation or its place of tax residence, except in each case to the extent that, pursuant to Section 5.4, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender acquired the applicable interest in such Committed Loan or Commitment or to such Lender immediately before it changed its lending office, its place of incorporation or its place of tax residence, (c) Irish withholding Taxes imposed on amounts payable to or for the account of any Lender that is not or has ceased to be a Qualifying Lender (other than by reason of a change in any law, regulation, treaty, interpretation or application of the foregoing after the date hereof)

with respect to applicable interest on a Committed Loan or Commitment to the extent that such Irish withholding tax would not have been imposed if such Lender were a Qualifying Lender at all relevant times, (d) Taxes attributable to such Recipient's failure to comply with Section 5.4(f) and (e) any U.S. Federal withholding Taxes imposed under FATCA.

"Eximbank" means the Export-Import Bank of the United States.

"Existing Credit Agreement" means that certain $2,300,000,000 Three-Year Revolving Credit Agreement dated as of October 9, 2012, among the Acquired Company, certain financial institutions party thereto and Citibank, N.A. as administrative agent thereunder, as amended, restated, refinanced or replaced from time to time.

"Expected Equity Amount" means the amount set forth in the AerCap/AIG Fee Letter as the "Expected Equity Amount".

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), together in each case with any current or future regulations or official IRS interpretations thereof, any official agreements entered into pursuant to Section 1471(b)(1) of the Code and any law or agreement implementing an official intergovernmental agreement with respect thereto.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal for each day during such period to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Agent from three Federal funds brokers of recognized standing selected by it.

"Financial Indebtedness" of any Person means Indebtedness of the type that appears as "debt" upon a consolidated balance sheet (excluding the footnotes thereto) of such Person and its Subsidiaries prepared in accordance with GAAP (but without giving effect to any election to value any such Indebtedness at "fair value", or any other accounting principle, including purchase accounting, that results in the amount of any such Indebtedness (other than zero coupon Indebtedness) as reflected on a consolidated balance sheet of such Person to be reflected thereon in any amount other than the stated principal amount of such Indebtedness), excluding, however, any such "debt" that is issued to any holder (or Affiliate of any such holder) of Equity Interests in such Person and is fully subordinated (including as to payment and liquidity preference) to the Committed Loans.

"Financing Trust" means a Delaware statutory trust or other Person that is a Wholly-owned Subsidiary of the Borrower formed for the purpose of becoming the successor to the Acquired Company by way of merger or consolidation of the Acquired Company with, or the transfer or lease of the properties and assets of the Acquired Company substantially as an entirety to, such Person pursuant to a plan of reorganization entered into between such Person and the Acquired Company on the Closing Date.

"Foreign Benefit Event" means, with respect to any Foreign Plan, (a) the existence of unfunded liabilities in excess of the amount permitted under any applicable law, (b) the failure to make the required contributions or payments, under any applicable law, on or before the due date for such contributions or payments, (c) the receipt of a notice by a Governmental Authority relating to the termination of any such Foreign Plan or the appointment of a trustee or similar official to administer any such Foreign Plan, (d) the incurrence of any liability by the Company or any Subsidiary under any applicable law on account of the complete or partial termination of such Foreign Plan or the complete or partial withdrawal of any participating employer therein or (e) the occurrence of any transaction that is prohibited under any applicable law and that could reasonably be expected to result in the incurrence of any material liability by the Company or any Subsidiary.

"Foreign Plan" means each "employee benefit plan" (as defined in Section 3(3) of ERISA) maintained or contributed to by the Company or any of its Subsidiaries outside the United States with respect to which the Company or any of its Subsidiaries could have any actual or contingent liability, other than a Plan.

"Funding Date" means the date on which any Committed Loan is scheduled to be disbursed.

"Funding Office" means, with respect to any Lender, any office or offices of such Lender or Affiliate or Affiliates of such Lender through which such Lender shall fund or shall have funded any Committed Loan. A Funding Office may be, at such Lender's option, either a domestic or foreign office of such Lender or a domestic or foreign office of an Affiliate of such Lender.

"GAAP" means generally accepted accounting principles in the United States which are in effect from time to time. At any time after the Effective Date, the Company may elect to apply IFRS accounting principles in lieu of GAAP for reporting purposes and for purposes of calculations hereunder. The Company shall give notice of any such election made in accordance with this definition to the Agent. Upon receipt of such notice, the Agent and the Company shall negotiate in good faith to amend the financial covenants, requirements and other relevant provisions of this Agreement impacted by such change to preserve the original intent thereof in light of such change. The change from GAAP to IFRS accounting principles shall become effective once this Agreement has been so amended, and thereafter references herein to GAAP shall be construed to mean IFRS (except as otherwise provided herein); provided that any calculation or determination herein that requires the application of GAAP for periods that include fiscal quarters ended prior to the Company's election to apply IFRS shall remain as previously calculated or determined in accordance with GAAP.

"Governmental Authority" means, as and to the extent applicable, the government of the United States of America, the Netherlands or any other nation, or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity (including any federal or other association of or with which any such nation may be a member or associated) exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies, such as the European Union or the European Central Bank).

"Granting Lender" has the meaning set forth in Section 12.4.2.

"Guarantee Assumption Agreement" means a Guarantee Assumption Agreement substantially in the form of Exhibit F (or in such other form as may be agreed between the Company and the Administrative Agent) in favor of the Administrative Agent.

"Guaranteed Obligations" has the meaning set forth in Section 13.1.

"Guarantees" by any Person means, without duplication, all obligations (other than endorsements in the ordinary course of business of negotiable instruments for deposit or collection) of such Person guaranteeing or in effect guaranteeing any Indebtedness, dividend or other obligation of any other Person (the "Primary Obligor") in any manner, whether directly or indirectly, including all obligations incurred through an agreement, contingent or otherwise, by such Person: (a) to purchase such Indebtedness or obligation or any property or assets constituting security therefor, (b) to advance or supply funds (i) for the purchase or payment of such Indebtedness or obligation or (ii) to maintain working capital or other balance sheet condition or otherwise to advance or make available funds for the purchase or payment of such Indebtedness or obligation, (c) to lease property or to purchase securities or other property or services primarily for the purpose of assuring the owner of such Indebtedness or obligation of the ability of the Primary Obligor to make payment of the Indebtedness or obligation or (d) otherwise to assure the owner of the Indebtedness or obligation of the Primary Obligor against loss in respect thereof; provided, however, that the obligation described in clause (c) shall not include (i) obligations of a buyer under an agreement with a seller to purchase goods or services entered into in the ordinary course of such buyer's and seller's businesses unless such agreement requires that such buyer make payment whether or not delivery is ever made of such goods or services and (ii) remarketing agreements where the remaining debt on an aircraft does not exceed the aircraft's net book value, determined in accordance with industry standards, except that clause (c) shall apply to the amount of remaining debt under a remarketing agreement that exceeds the net book value of the aircraft. For the purposes of all computations made under this Agreement, a Guarantee in respect of any Indebtedness for borrowed money shall be deemed to be Indebtedness equal to the principal amount of such Indebtedness for borrowed money which has been guaranteed, and a Guarantee in respect of any other obligation or liability or any dividend shall be deemed to be Indebtedness equal to the maximum aggregate amount of such obligation, liability or dividend.

"Guarantor" means the Company and each Subsidiary Guarantor.

"Hybrid Capital Securities" means any hybrid capital securities issued by the Company or any of its Subsidiaries from time to time whose proceeds are accorded a percentage of equity treatment by one or more Rating Organizations.

"Hybrid Capital Securities Percentage" means the greater of (i) 50% and (ii) the lowest percentage accorded equity treatment for the Company's or any of its Subsidiaries' Hybrid Capital Securities among the Rating Organizations, as determined by such Rating Organizations from time to time.

"Indebtedness" of any Person means and includes, without duplication, all obligations of such Person which in accordance with GAAP shall be classified upon a balance sheet of such Person as liabilities of such Person, and in any event shall include all:

(a) obligations of such Person for borrowed money or which have been incurred in connection with the acquisition of property or assets (other than security and other deposits on flight equipment),

(b) Indebtedness of any other Person secured by any Lien or other charge upon property or assets owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness,

(c) obligations created or arising under any conditional sale, or other title retention agreement with respect to property acquired by such Person, notwithstanding the fact that the rights and remedies of the seller, lender or lessor under such agreement in the event of default are limited to repossession or sale of property,

(d) Capitalized Rentals of such Person under any Capitalized Lease,

(e) obligations evidenced by bonds, debentures, notes or other similar instruments, and

(f) Guarantees by such Person of Indebtedness of any other Person;

provided, however, that Indebtedness shall in no event include any security deposits, deferred overhaul rental or other customer deposits held by such Person.

"Indemnified Liabilities" has the meaning set forth in Section 12.7.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Obligor under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Information" has the meaning set forth in Section 11.2(c).

"Interest Coverage Ratio" means the ratio of (a) EBITDA of the Company and its Subsidiaries, determined on a consolidated basis, to (b) the sum of Consolidated Interest Expense and cash dividend payments (excluding items eliminated in consolidation) on any series of preferred stock, for each of the items in clauses (a) and (b) above, of or by the Company and its Subsidiaries during the four consecutive fiscal quarters most recently ended for which financial statements have been delivered pursuant to Section 8.1.

"IRS" means the United States Internal Revenue Service.

"Lender Appointment Period" has the meaning set forth in Section 11.9.

"Lender Parties" has the meaning set forth in Section 12.7.

"Lenders" means the financial institutions identified as Lenders on the signature pages hereto and their respective successors and permitted assignees; provided that at no time shall any Person, other than AIG or another Eligible Assignee, constitute a "Lender" for any purpose hereunder.

"LIBOR Rate" means with respect to Committed Loans that are LIBOR Rate Loans, Base LIBOR plus 3.75% per annum.

"LIBOR Rate Loan" means any Committed Loan which bears interest at a LIBOR Rate.

"Lien" means any mortgage, pledge, lien, security interest or other charge, encumbrance or preferential arrangement, including the retained security title of a conditional vendor or lessor. For avoidance of doubt, the parties hereto acknowledge that the filing of a financing statement under the Uniform Commercial Code does not, in and of itself, give rise to a Lien.

"Litigation Actions" means all litigation, claims and arbitration proceedings, proceedings before any Governmental Authority or investigations which are pending or, to the knowledge of the Company, threatened in writing against or affecting, the Company or any Subsidiary.

"Loan Documents" means this Agreement, the Committed Notes, and any Guarantee Assumption Agreement.

"Loan Period" means with respect to any LIBOR Rate Loan, the period commencing on such LIBOR Rate Loan's Funding Date or the date of the Conversion of any Base Rate Loan into such LIBOR Rate Loan and ending 1, 2, 3 or 6 months thereafter as selected by the Borrower pursuant to Section 2.2(a); provided, however, that:

(a) if a Loan Period would otherwise end on a day which is not a Business Day, such Loan Period shall end on the next succeeding Business Day (unless, in the case of a LIBOR Rate Loan, such next succeeding Business Day would fall in the next succeeding calendar month, in which case such Loan Period shall end on the next preceding Business Day),

(b) in the case of a Loan Period for any LIBOR Rate Loan, if there exists no day numerically corresponding to the day such Committed Loan was made in the month in which the last day of such Loan Period would otherwise fall, such Loan Period shall end on the last Business Day of such month, and

(c) on the date of the making of any Committed Loan by a Lender, the Loan Period for such Committed Loan shall not extend beyond the then-scheduled Termination Date for such Lender; provided, that a Loan Period may be shortened by the Borrower to end on the then-scheduled Termination Date, regardless of the duration of such Loan Period.

"Management Group" means at any time, the Chairman of the Board of Directors, the Chief Executive Officer, any President, any Executive Vice President or Vice President, any Managing Director, any Treasurer and any Secretary or other executive officer of the Company or any subsidiary of the Company at such time.

"Material Adverse Effect" means (i) any material adverse effect on the business, properties, condition (financial or otherwise) or operations of the Company and its Subsidiaries, taken as a whole since any stated reference date or from and after the date of determination, as the case may be, (ii) any material adverse effect on the ability of the Company to perform its material obligations hereunder and under the Committed Notes or (iii) any material adverse effect on the legality, validity, binding effect or enforceability of any material provision of this Agreement or any Committed Note.

"Multiemployer Plan" has the meaning assigned to such term in Section 3(37) of ERISA.

"Non-Defaulting Lender" means, at any time, a Lender that is not a Defaulting Lender.

"Notice Office" means the office of AIG which, as of the date hereof, is set forth on Schedule II.

"Obligors" means the Company, the Borrower and each Guarantor, and "Obligor" means any one of them; provided, that, for the avoidance of doubt, none of the Acquired Company or any Subsidiary of the Acquired Company that may be required to become a Guarantor pursuant to the terms of this Agreement shall be an Obligor for any purpose prior to the Closing Date.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Committed Loan or Loan Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment other than an assignment made pursuant to Section 12.9(c).

"Participant" has the meaning set forth in Section 12.4.2.

"Payment Office" means the office of the Agent which, as of the date hereof, is set forth on Schedule II.

"PBGC" means the Pension Benefit Guaranty Corporation and any entity succeeding to any or all of its functions under ERISA.

"Percentage" means as to any Lender the ratio, expressed as a percentage, that such Lender's Commitment as set forth opposite such Lender's name on Schedule I, as periodically revised in accordance with Section 12.4 or 12.9 and, as applicable, from time to time in accordance with Section 4.3(a), bears to the Aggregate Commitment or, if the Commitments have been terminated, the ratio, expressed as a percentage, that the aggregate principal amount of such Lender's outstanding Committed Loans bears to the aggregate principal amount of all outstanding Committed Loans.

"Permitted AIG Affiliates" means the Persons set forth on Schedule III as of the date hereof.

"Permitted Holders" means the collective reference to AIG, Waha Capital, their Affiliates and the Management Group.

"Person" means an individual or a corporation, partnership, trust, incorporated or unincorporated association, limited liability company, joint venture, joint stock company, government (or an agency or political subdivision thereof) or other entity of any kind.

"Plan" means, at any date, any employee pension benefit plan (as defined in Section 3(2) of ERISA) which is subject to Title IV of ERISA (other than a Multiemployer Plan) and to which the Company or any ERISA Affiliate may have any liability, including any liability by reason of having been a substantial employer within the meaning of Section 4063 of ERISA at any time during the preceding five years, or by reason of being deemed to be a contributing sponsor under Section 4069 of ERISA.

"Platform" has the meaning set forth in Section 12.2(c).

"Primary Currency" has the meaning set forth in Section 12.15(c).

"Primary Obligor" has the meaning set forth in the definition of "Guarantees".

"Public Lender" has the meaning set forth in Section 12.2(d).

"Qualified Securitization Financing" means any Securitization Financing of a Securitization Subsidiary, the financing terms, covenants, termination events and other provisions of which, including any Standard Securitization Undertakings, shall be market terms.

"Qualifying Lender" means a Lender that is beneficially entitled to the receipt of interest payable hereunder and that is

(a) (i) a body corporate and is, by virtue of the law of a Relevant Territory, resident for the purposes of tax in that Relevant Territory and the Relevant Territory concerned imposes a tax that generally applies to interest receivable in that territory by companies from sources outside the territory, or (ii) a body corporate where such interest payable is exempted from the charge to Irish income tax under arrangements for relief from double taxation which have the force of law by virtue of Section 826(1) of the Taxes Consolidation Act 1997 of Ireland, or would be exempted from the charge to Irish income tax if arrangements made, on or before the date of payment of the interest, for relief

from double taxation that do not have the force of law by virtue of Section 826(1) of the Taxes Consolidation Act 1997 of Ireland, had the force of law (by virtue of Section 826(1) of the Taxes Consolidation Act 1997 of Ireland) when such interest is paid; provided that, in each case, such interest is not paid to that body corporate in connection with a trade or business carried on in Ireland by that body corporate through a branch or agency;

(b) a corporation organized under the laws of the U.S. or any state thereof and subject to tax in the U.S. on its worldwide income; provided that such interest is not paid in connection with a trade or business carried on in Ireland by that Qualifying Lender through a branch or agency;

(c) a U.S. limited liability company; provided that the ultimate recipients of such interest would be Qualifying Lenders within paragraph (a) and/or (b) of this definition if they were Lenders and the business conducted through such U.S. limited liability company is so structured for market reasons and not for tax avoidance reasons; provided further that such interest is not paid in connection with a trade or business carried on in Ireland by that Qualifying Lender through a branch or agency;

(d) licensed, pursuant to section 9 of the Central Bank Act 1971 of Ireland to carry on banking business in Ireland and whose lending office is located in Ireland and which is carrying on a bona fide banking business in Ireland for the purposes of section 246(3) of the Taxes Consolidation Act 1997 of Ireland;

(e) an authorised credit institution under the terms of Directive 2006/48/EC that has duly established a branch in Ireland having made all necessary notifications to its home state competent authorities required thereunder in relation to its intention to carry on banking business in Ireland and carries on a bona fide banking business in Ireland for the purposes of Section 246(3)(a) of the Taxes Consolidation Act 1997 of Ireland and has its lending office located in Ireland;

(f) a body corporate which advances money in the ordinary course of a trade which includes the lending of money; provided that such interest is taken into account in computing the trading income of such Lender and such Lender has complied with (and continues to comply with) the notification requirements under section 246(5) of the Taxes Consolidation Act 1997 of Ireland;

(g) a qualifying company within the meaning of Section 110 of the Taxes Consolidation Act 1997 of Ireland; or

(h) an investment undertaking within the meaning of section 739B of the Taxes Consolidation Act 1997 of Ireland.

"Rating Organizations" means the following nationally recognized rating organizations: Moody's Investor Service, Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and Fitch Ratings, Inc.

"Recipient" means the Administrative Agent or any Lender.

"Reference Banks" means Citibank, N.A., Bank of America, N.A. and JPMorgan Chase Bank, N.A.

"Register" has the meaning set forth in Section 11.11(a).

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person's Affiliates.

"Relevant Territory" means a member state of the European Communities (other than Ireland), or a territory with the government of which Ireland has made arrangements for relief from double taxation which have the force of law by virtue of Section 826(1) of the Taxes Consolidation Act 1997 of Ireland, or a territory with the government of which Ireland has made arrangements for relief from double taxation which, upon completion of procedures set out in Section 826(1) of the Taxes Consolidation Act 1997 of Ireland will have the force of law

"Reportable Event" means an event described in Section 4043(c) of ERISA with respect to a Plan other than those events as to which the 30-day notice period is waived under subsection .22, .23, .25, .27 or .28 of PBGC Regulation Section 4043.

"Required Lenders" means Non-Defaulting Lenders having an aggregate Percentage of more than 50%; provided, that, the Committed Loans and Commitments of any Defaulting Lender shall be excluded from the determination of Required Lenders. For the avoidance of doubt, for so long as there is only one Lender, any provision requiring the consent of the Required Lenders shall require consent of that Lender.

"Restructured Loans" has the meaning set forth in Section 8.17.

"Reuters Page" has the meaning set forth in the definition of "Base LIBOR".

"Sanctioned Person" means, at any time, any Person listed in any Sanctions-related list of specially designated nationals or designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of Treasury, the U.S. State Department, the U.S. Department of Commerce or the U.S. Department of the Treasury, or any Person controlled by such a Person.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the United States government, including those administered by the Office of Foreign Assets Control of the U.S. Department of Treasury, the U.S. State Department, the U.S. Department of Commerce or the U.S. Department of the Treasury.

"Securitization Assets" means the accounts receivable, lease, royalty or other revenue streams and other rights to payment and all related assets (including contract rights, books and records, all collateral securing any and all of the foregoing, all contracts and all guarantees or other obligations in respect of any and all of the foregoing and other assets that are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving any and all of the foregoing) and the proceeds thereof in each case pursuant to a Securitization Financing.

"Securitization Financing" means one or more transactions or series of transactions that may be entered into by the Company and/or any Subsidiary pursuant to which the Company or any Subsidiary may sell, convey or otherwise transfer Securitization Assets to (a) a Securitization Subsidiary (in the case of a transfer by the Company or any of the Subsidiaries that are not Securitization Subsidiaries) or (b) any other Person (in the case of a transfer by a Securitization Subsidiary), or may grant a security interest in, any Securitization Assets of the Company or any Subsidiary.

"Securitization Subsidiary" means a Subsidiary (or another Person formed for the purposes of engaging in a Qualified Securitization Financing in which the Company or any Subsidiary makes an Investment and to which the Company or any Subsidiary transfers Securitization Assets and related assets) that engages in no activities other than in connection with the financing of Securitization Assets of the Company or a Subsidiary, all proceeds thereof and all rights (contingent and other), collateral and other assets relating thereto, and any business or activities incidental or related to such business, and which is designated by the Board of Directors of the Company or such other Person (as provided below) as a Securitization Subsidiary and (a) no portion of the Indebtedness or any other obligations (contingent or otherwise) of which (i) is guaranteed by the Company or any Subsidiary, other than another Securitization Subsidiary (excluding guarantees of obligations pursuant to Standard Securitization Undertakings), (ii) is recourse to or obligates the Company or any Subsidiary, other than another Securitization Subsidiary, in any way other than pursuant to Standard Securitization Undertakings or (iii) subjects any property or asset of the Company or any Subsidiary, other than another Securitization Subsidiary, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings and (b) to which none of the Company or any other Subsidiary, other than another Securitization Subsidiary, has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results. Any such designation by the Board of Directors of the Company or such other Person shall be evidenced by a resolution of the Board of Directors of the Company or such other Person giving effect to such designation.

"Share Purchase Agreement" shall mean that certain Share Purchase Agreement by and among AIG Capital Corporation, AIG, AerCap Holdings N.V. and AerCap Ireland Limited, dated as of the date hereof.

"Shareholder's Equity" means, as of any date of determination for the Company and its Subsidiaries on a consolidated basis, (a) shareholders' equity (including (i) capital stock, (ii) additional paid-in capital, (iii) the amount that is (x) the aggregate amount outstanding of Hybrid Capital Securities multiplied by (y) the Hybrid Capital Securities Percentage, and

(iv) retained earnings after deducting treasury stock) as of such date determined in accordance with GAAP, plus (b) to the extent not otherwise included in shareholders' equity of the Company, any outstanding market auction preferred stock of the Acquired Company, plus (c) if the aggregate amount of Shareholder's Equity as of 4:00 p.m., New York City time, on the Closing Date (determined prior to giving effect to this clause (c)) was less than $5,100,000,000, the Equity Adjustment Amount.

"Significant Subsidiary" means (i) any Obligor that is a Subsidiary of the Company and (ii) any other Subsidiary which is so defined pursuant to Rule 1-02 of Regulation S-X promulgated by the Securities and Exchange Commission.

"SPV" has the meaning set forth in Section 12.4.2.

"Subsidiary" means any Person of which or in which the Company and its other Subsidiaries own directly or indirectly 50% or more of:

(a) the combined voting power of all classes of stock having general voting power under ordinary circumstances to elect a majority of the board of directors of such Person, if it is a corporation,

(b) the capital interest or profits interest of such Person, if it is a partnership, limited liability company, joint venture or similar entity, or

(c) the beneficial interest of such Person, if it is a trust, association or other unincorporated organization.

"Subsidiary Guarantor" means each of the Subsidiaries of the Company identified under the caption "GUARANTORS" on the signature pages hereto and each Subsidiary of the Company that becomes a "Subsidiary Guarantor" after the date hereof pursuant to Section 8.20.

"Successor Lender" has the meaning set forth in Section 12.9(c).

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Terminating Lender" has the meaning set forth in Section 12.9(c).

"Termination Date" means, with respect to any Lender, the earliest to occur of (i) the date that is the fifth anniversary of the Closing Date or such later date as may be agreed to by such Lender pursuant to Section 12.9(a), or if such day is not a Business Day, the next preceding Business Day, (ii) the date on which the Commitments shall terminate pursuant to Section 10.2 or the Commitments shall be reduced to zero pursuant to Section 4.1 and (iii) the date specified as such Lender's Termination Date pursuant to Section 12.9(b), or, if such day is not a Business Day, the next preceding Business Day; in all cases, subject to the provisions of Section 12.9(d).

"Type" has the meaning set forth in the definition of "Committed Loan".

"Unencumbered Assets" means, as of the date of any determination, the sum, without duplication, of (a) the difference between (i) the book value (determined in accordance with GAAP) on such date of determination of the Aircraft Assets owned by the Company and its Subsidiaries and (ii) the aggregate outstanding principal amount on such date of determination of Financial Indebtedness of the Company and its Subsidiaries secured by Liens over such Aircraft Assets or the Equity Interests of the Subsidiary owning such Aircraft Assets, (b) the lesser of (i) $2,000,000,000 and (ii) the aggregate amount of "cash and cash equivalents" or any line item of similar import (but in any event, excluding "restricted cash" or any line item of similar import and excluding "cash and cash equivalents" or any line item of similar import subject to any Lien (other than (x) Liens arising by operation of law and (y) bankers' Liens arising in the ordinary course of business)) reflected on a consolidated balance sheet of the Company prepared as of such date of determination in accordance with GAAP and (c) the Equity Adjustment Amount.

"Unmatured Event of Default" means any event which if it continues uncured will, with lapse of time or notice or lapse of time and notice, constitute an Event of Default.

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001.

"Voting Stock" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"Wholly-owned Subsidiary" means any Person of which or in which the Company and its other Wholly-owned Subsidiaries own directly or indirectly 100% of:

(a) the issued and outstanding shares of stock (except shares required as directors' qualifying shares),

(b) the capital interest or profits interest of such Person, if it is a partnership, limited liability company, joint venture or similar entity, or

(c) the beneficial interest of such Person, if it is a trust, association or other unincorporated organization.

SECTION 2. COMMITTED LOANS AND COMMITTED NOTES.

Section 2.1. Agreement to Make Committed Loans. On the terms and subject to the conditions of this Agreement, each Lender, severally and for itself alone, agrees to make loans (herein collectively called "Committed Loans" and individually each called a "Committed Loan") on a revolving basis from time to time from the Closing Date until such Lender's Termination Date in such Lender's Percentage of such aggregate amounts as the Borrower may from time to time request as provided in Section 2.2; provided, that, (a) the aggregate principal amount of all outstanding Committed Loans of any Lender shall not at any time exceed the amount set forth opposite such Lender's name on Schedule I (as reduced in accordance with Section 4.1, Section 12.4 or Section 12.9), (b) the aggregate principal amount of all outstanding Committed Loans of all Lenders shall not at any time exceed the then Aggregate Commitment, and (c) at no time shall there be more than 15 Committed Loans outstanding, provided, further that no Committed Loan shall be used to finance the acquisition of the

Acquired Company or the distribution of a dividend by the Acquired Company in connection with the Acquired Company Acquisition or repay, redeem, refinance or repurchase Indebtedness incurred to finance such acquisition or distribution. Within the limits of this Section 2.1, the Borrower may from time to time borrow, prepay and reborrow Committed Loans on the terms and conditions set forth in this Agreement.

Section 2.2. Procedure for Committed Loans.

(a) Committed Loan Requests. The Borrower shall give the Agent irrevocable telephonic notice at the Notice Office (promptly confirmed in writing on the same day), not later than 10:30 a.m., New York City time, at least five Business Days prior to the Funding Date of each requested Committed Loan, and the Agent shall promptly advise each Lender thereof and, in the case of a LIBOR Rate Loan, if the Reuters Page is not available, request each Reference Bank to notify the Agent of its applicable rate (as contemplated in the definition of Base LIBOR). Each such notice to the Agent (a "Committed Loan Request") shall be substantially in the form of Exhibit A and shall specify (i) the Funding Date (which shall be a Business Day), (ii) the aggregate amount of the Committed Loans requested (in an amount permitted under clause (b) below), (iii) whether each Committed Loan shall be a LIBOR Rate Loan or a Base Rate Loan and (iv) if a LIBOR Rate Loan, the Loan Period therefor (subject to the limitations set forth in the definition of Loan Period). After giving effect to all Committed Loans and all conversions of Committed Loans from one Type to the other there shall not be more than ten Loan Periods in effect with respect to Committed Loans.

(b) Amount and Increments of Committed Loans. Each Committed Loan Request shall contemplate Committed Loans in a minimum aggregate amount of $10,000,000 or a higher integral multiple of $1,000,000, not to exceed in the aggregate (for all requested Committed Loans) the excess of the then Aggregate Commitment over the aggregate principal amount of all outstanding Committed Loans, calculated as of the relevant Funding Date.

(c) Funding of Committed Loans.

(i) Not later than 12:30 p.m., New York City time, on the Funding Date of a Committed Loan, each Lender shall, subject to this Section 2.2(c), provide the Agent at its Notice Office with immediately available funds covering such Lender's Committed Loan (provided, that, a Lender's obligation to provide funds to the Agent shall be deemed satisfied by such Lender's delivery to the Agent at its Notice Office not later than 12:30 p.m., New York City time, of a Federal reserve wire confirmation number covering the proceeds of such Lender's Committed Loan) and the Agent shall pay over such funds to the Borrower not later than 2:00 p.m., New York City time, on such day if the Agent shall have received the documents required under Section 9 with respect to such Committed Loan and the other conditions precedent to the making of such Committed Loan shall have been satisfied not later than 10:00 a.m., New York City time, on such day. If the Agent does not receive such documents or such other conditions precedent have not been satisfied prior to such time, then (A) the Agent shall not pay over such funds to the Borrower, (B) the Borrower's Committed Loan Request related to such Committed Loan shall be deemed cancelled in its entirety, (C) in the case of Committed Loan Requests relative to LIBOR Rate Loans, the Borrower shall be liable to each Lender in accordance with Section 6.4 and (D) the Agent shall return the amount previously provided to the Agent by each Lender on the next following Business Day.

(ii) The Borrower agrees, notwithstanding its previous delivery of any documents required under Section 9 with respect to a particular Committed Loan, immediately to notify the Agent of any failure by it to satisfy the conditions precedent to the making of such Committed Loan. The Agent shall be entitled to assume, after it has received each of the documents required under Section 9 with respect to a particular Committed Loan, that each of the conditions precedent to the making of such Committed Loan has been satisfied absent actual knowledge to the contrary received by the Agent prior to the time of the receipt of such documents. Unless the Agent shall have notified the Lenders prior to 10:30 a.m., New York City time, on the Funding Date of any Committed Loan that the Agent has actual knowledge that the conditions precedent to the making of such Committed Loan have not been satisfied, the Lenders shall be entitled to assume that such conditions precedent have been satisfied.

(d) Repayment of Committed Loans. If any Lender is to make a Committed Loan hereunder on a day on which the Borrower is to repay (or has elected to prepay, pursuant to Section 4.2) all or any part of any outstanding Committed Loan held by such Lender, the proceeds of such new Committed Loan shall be applied to make such repayment and only an amount equal to the positive difference, if any, between the amount being borrowed and the amount being repaid shall be requested by the Agent to be made available by such Lender to the Agent as provided in Section 2.2(c).

Section 2.3. Maturity of Committed Loans. Except for a Base Rate Loan, which shall mature on the Termination Date, a Committed Loan made by a Lender shall mature on the last day of the Loan Period applicable to such Committed Loan, but in no event later than the Termination Date for such Lender; provided, that, a LIBOR Rate Loan maturing at the end of a Loan Period may at the end of such Loan Period, pursuant to Section 3.1(b), become a Base Rate Loan.

Section 2.4. Optional Conversion of Committed Loans. The Borrower may on any Business Day, upon notice given to the Agent not later than 11:00 A.M. (New York City time) on the third Business Day prior to the date of the proposed Conversion and subject to the provisions of Sections 3.1, Convert all Committed Loans of one Type comprising the same Borrowing into Committed Loans of the other Type; provided, however, that any Conversion of LIBOR Rate Loans into Base Rate Loans shall be made only (x) on the last day of a Loan Period for such LIBOR Rate Loans or (y) on any day other than the last day of a Loan Period for such LIBOR Rate Loans so long as the Borrower pays the amounts payable pursuant to Section 6.4(a), any Conversion of Base Rate Loans into LIBOR Rate Loans shall be in an amount not less than the minimum amount specified in Section 2.2(b) and no Conversion of any Committed Loans shall result in more separate Committed Loans than permitted under Section 2.2(a); provided, further, that upon the occurrence and during the continuance of any Event of Default no Conversion of Base Rate Loans into LIBOR Rate Loans shall be permitted. Each such notice of a Conversion shall, within the restrictions specified above, specify (i) the date of such Conversion, (ii) the Committed Loans to be Converted, and (iii) if such Conversion is into LIBOR Rate Loans, the duration of the initial Loan Period for each such Committed Loan. Each notice of Conversion shall be irrevocable and binding on the Borrower.

SECTION 3. INTEREST AND FEES.

Section 3.1. Interest Rates. The Borrower hereby promises to pay interest on the unpaid principal amount of each Committed Loan for the period commencing on the Funding Date for such Committed Loan until such Committed Loan is paid in full, as follows:

(a) if such Committed Loan is a Base Rate Loan, at a rate per annum equal to the Base Rate from time to time in effect; provided, however, that upon the occurrence and during the continuance of any Event of Default, such Committed Loan that is a Base Rate Loan shall bear interest on the unpaid principal amount thereof at a rate per annum (calculated on the basis of a 365-day year for the actual number of days elapsed) equal to the Base Rate from time to time in effect plus 2% per annum; and

(b) if such Committed Loan is a LIBOR Rate Loan, at a rate per annum equal to the LIBOR Rate applicable to the Loan Period for such Loan; provided, however, that upon the occurrence and during the continuance of any Event of Default, such Committed Loan that is a LIBOR Rate Loan shall, at the end of the applicable Loan Period then in effect, bear interest on the unpaid principal amount thereof at a rate per annum (calculated on the basis of a 360-day year for the actual number of days involved) equal to the Base Rate from time to time in effect (but not less than the interest rate in effect for such Committed Loan immediately prior to maturity of such Committed Loan) plus 2% per annum.

Section 3.2. Interest Payment Dates. Except for Base Rate Loans, as to which accrued interest shall be payable on the last day of each calendar quarter and on the Termination Date, accrued interest on each Committed Loan shall be payable in arrears on the last day of the one, two or three month, as applicable, Loan Period therefor and with respect to each LIBOR Rate Loan with a Loan Period of six months, on the day that is three months after the first day of such Loan Period (or, if there is no day in such third month numerically corresponding to such first day of the Loan Period, on the last Business Day of such month). Upon the occurrence and during the continuance of any Event of Default, accrued interest on any Committed Loan shall be payable on demand. If any interest payment date falls on a day that is not a Business Day, such interest payment date shall be postponed to the next succeeding Business Day and the interest paid shall cover the period of postponement (except that if the Committed Loan is a LIBOR Rate Loan and the next succeeding Business Day falls in the next succeeding calendar month, such interest payment date shall be the immediately preceding Business Day).

Section 3.3. Setting and Notice of Committed Loan Rates.

(a) The applicable interest rate for each Committed Loan hereunder shall be determined by the Agent in accordance with this Agreement and notice thereof shall be given by the Agent promptly to the Borrower and to each Lender. Each determination of the applicable interest rate by the Agent shall be conclusive and binding upon the parties hereto in the absence of demonstrable error.

(b) If as to any Loan Period the Reuters Page is not available and any one or more of the Reference Banks is unable or for any reason fails to notify the Agent of its applicable rate by 11:30 a.m., New York City time, two Business Days before the Funding Date, then the applicable LIBOR Rate shall be determined on the basis of the rate or rates of which the Agent is given notice by the remaining Reference Bank or Lenders by such time. If the Reuters Page is not available and none of the Reference Banks notifies the Agent of the applicable rate prior to 11:30 a.m., New York City time, two Business Days before the Funding Date, then (i) the Agent shall promptly notify the other parties thereof and (ii) at the option of the Borrower the Committed Loan Request delivered by the Borrower pursuant to Section 2.2(a) with respect to such Funding Date shall be cancelled or shall be deemed to have specified a Base Rate Loan.

(c) The Agent shall, upon written request of the Borrower or any Lender, deliver to the Borrower or such Lender a statement showing the computations used by the Agent in determining the interest rate applicable to any LIBOR Rate Loan.

Section 3.4. Commitment Fee. The Borrower agrees to pay to the Agent for the accounts of the Lenders pro rata in accordance with their respective Percentages an annual commitment fee computed by multiplying the average daily amount of the unused Aggregate Commitment by a rate equal to 0.75% per annum. Such fee shall commence accruing on the Closing Date and shall be payable quarterly in arrears on the last Business Day of March, June, September and December of each year (beginning with the last Business Day of the first full calendar quarter ending after the Closing Date) until the Commitments have expired or have been terminated and on the date of such expiration or termination (and, in the case of any Terminating Lender, such Lender's Termination Date), in each case for the period then ending for which such commitment fee has not previously been paid; provided, that, no Defaulting Lender shall be entitled to receive any commitment fee in respect of its Commitment for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay such fee that otherwise would have been required to have been paid to that Defaulting Lender).

Section 3.5. Upfront Fees. The Borrower agrees on the Closing Date to pay to the Lenders an upfront fee equal to the amount set forth in the AerCap/AIG Fee Letter.

Section 3.6. Computation of Interest and Fees. Interest on LIBOR Rate Loans, and commitment fees shall be computed for the actual number of days elapsed on the basis of a 360-day year; and interest on Base Rate Loans shall be computed for the actual number of days elapsed on the basis of a 365/366 day year, as the case may be. The interest rate applicable to each LIBOR Rate Loan and Base Rate Loan shall change simultaneously with each change in the LIBOR Rate or the Base Rate, as applicable.

SECTION 4. REDUCTION OR TERMINATION OF THE COMMITMENTS; REPAYMENT; PREPAYMENTS.

Section 4.1. Voluntary Termination or Reduction of the Commitments. (a) The Borrower may at any time on at least 3 Business Days' prior notice received by the Agent (which shall promptly on the same day or on the next Business Day advise each Lender thereof) permanently reduce the amount of the Commitments (such reduction to be pro rata among the Lenders according to their respective Percentages) to an amount not less than the aggregate principal amount of all outstanding Committed Loans. Any such reduction shall be in the amount of $5,000,000 or an integral multiple of $1,000,000 in excess thereof. Concurrently with any such reduction, the Borrower shall prepay the principal of any Committed Loans outstanding to the extent that the aggregate amount of such Committed Loans outstanding shall then exceed the Aggregate Commitment, as so reduced. The Borrower may from time to time on like notice terminate the Commitments upon payment in full of all Committed Loans, all interest accrued thereon, all fees and all other obligations of the Borrower hereunder. Any notice of reduction or termination in full of the Commitments hereunder may state that such notice is conditioned upon the effectiveness of other credit facilities or capital raising, in which case such notice may be revoked by the Borrower (by notice to the Agent on or prior to the specified effective date) if such condition is not satisfied.

(b) Termination of Defaulting Lender. The Borrower shall be entitled at any time to (i) terminate the unused Commitment of any Lender that is a Defaulting Lender (the "Defaulted Commitments") upon prior notice of not less than one Business Day to the Agent (which shall promptly notify the Lenders thereof), and/or (ii) replace all of the Commitments or the Defaulted Commitments of any Lender that is a Defaulting Lender with Commitments of a Successor Lender, provided, that, (x) each such assignment shall be either an assignment of all of the rights and obligations of the Defaulting Lender under this Agreement or an assignment of a portion of such rights and obligations made concurrently with another such assignment or other such assignments that together cover all of the rights and obligations of the Defaulting Lender under this Agreement with respect to all of the Commitments or the Defaulted Commitments, as the case may be, and (y) concurrently with such assignment, either the Borrower or one or more Successor Lenders shall pay for the account of such Defaulting Lender an aggregate amount at least equal to the aggregate outstanding principal amount of the Committed Loans owing to such Defaulting Lender, together with accrued interest thereon to the date of payment of such principal amount and all other amounts payable to such Defaulting Lender under this Agreement. In either such event, the provisions of Section 4.3 shall apply to all amounts thereafter paid by the Borrower or such Successor Lender for the account of such Defaulting Lender under this Agreement (whether on account of principal, interest, commitment fees or other amounts), provided, that, such termination or assignment shall not be deemed to be a waiver or release of any claim the Borrower, the Agent, or any Lender may have against such Defaulting Lender.

(c) Termination of Commitments. Unless previously terminated the Commitments shall automatically terminate on the date of termination of the Share Purchase Agreement if the Closing Date and the Completion (as defined in the Share Purchase Agreement) have not occurred prior to such termination.

Section 4.2. Voluntary Prepayments. The Borrower may voluntarily prepay Committed Loans without premium or penalty, except as may be required pursuant to subsection (d) below, in whole or in part; provided, that, (a) each prepayment shall be in an aggregate principal amount of $5,000,000 or an integral multiple of $1,000,000 in excess thereof, (b) the Borrower shall give the Agent at its Notice Office (which shall promptly advise each Lender) not less than two Business Days' prior notice thereof for prepayments of LIBOR Rate

Loans and same day notice thereof for prepayments of Base Rate Loans specifying the Committed Loans to be prepaid and the date and amount of prepayment, (c) any prepayment of principal of any Committed Loan shall include accrued interest to the date of prepayment on the principal amount being prepaid and (d) any prepayment of a LIBOR Rate Loan shall be subject to the provisions of Section 6.4. Any notice of prepayment in full of all Committed Loans hereunder or reduction of Commitments in full may state that such notice is conditioned upon the effectiveness of other credit facilities or capital raising, in which case such notice may be revoked by the Borrower (by notice to the Agent on or prior to the specified effective date) if such condition is not satisfied.

Section 4.3. Defaulting Lenders.

(a) No Commitment of any Lender shall be increased or otherwise affected, and, except as otherwise expressly provided in this Section 4.3 or otherwise specifically provided herein, performance by the Borrower of its obligations shall not be excused or otherwise modified as a result of the operation of this Section 4.3. The rights and remedies against a Defaulting Lender under this Section 4.3 are in addition to any other rights and remedies which the Borrower, the Agent or any Lender may have against such Defaulting Lender.

(b) If the Borrower and the Agent agree in writing in their reasonable determination that a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, that Lender will, to the extent applicable, purchase that portion of outstanding Commitments of the other Lenders or take such other actions as the Agent may determine to be necessary to cause the Commitments to be held on a pro rata basis by the Lenders in accordance with their respective Percentages, whereupon such Lender will cease to be a Defaulting Lender; provided, that, no adjustments will be made retroactively or with duplication with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender.

(c) Notwithstanding anything to the contrary contained in this Agreement, any payment of principal, interest, commitment fees or other amounts received by the Agent for the account of any Defaulting Lender under this Agreement (whether voluntary or mandatory, at maturity or otherwise) shall be applied at such time or times as may be determined by the Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Agent hereunder; second, as the Borrower may request (so long as no Event of Default shall have occurred and be continuing), to the funding of any Committed Loan in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Agent; third, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; fourth, so long as no Event of Default shall have occurred and be continuing, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of

such Defaulting Lender's breach of its obligations under this Agreement; and fifth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided, that, if (x) such payment is a payment of the principal amount of any Committed Loan in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Committed Loans were made at a time when the applicable conditions set forth in Section 9 were satisfied or waived, such payment shall be applied solely to pay the Committed Loans of all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Committed Loans of such Defaulting Lender and provided, further, that any amounts held as cash collateral for funding obligations of a Defaulting Lender shall be returned to such Defaulting Lender upon the termination of this Agreement and the satisfaction of such Defaulting Lender's obligations hereunder. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post cash collateral pursuant to this Section 4.3 shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

SECTION 5. MAKING AND PRORATION OF PAYMENTS; SET-OFF; TAXES.

Section 5.1. Making of Payments. Except as provided in Section 2.2(d), payments (including those made pursuant to Section 4.1) of principal of, or interest on, the Committed Loans and all payments of fees and any other payments required to be made by the Borrower to the Agent hereunder shall be made by the Borrower to the Agent in immediately available funds at its Payment Office not later than 12:00 Noon, New York City time, on the date due; and funds received after that hour shall be deemed to have been received by the Agent on the next following Business Day. Subject to Sections 3.4 and 4.3, the Agent shall promptly remit to each Lender its share (if any) of each such payment. All payments under Section 6 and all payments required to be made hereunder to any Person other than the Agent shall be made by the Borrower when due directly to the Persons entitled thereto in immediately available funds.

Section 5.2. Pro Rata Treatment; Sharing.

(a) Except as required pursuant to Section 3.4, Section 4.3, Section 6 or Section 12.9, each payment or prepayment of principal of any Committed Loans, each payment of interest on the Committed Loans and each payment of the commitment fee shall be allocated pro rata among the Lenders in accordance with their respective Percentages.

(b) If any Lender or other holder of a Committed Loan shall obtain any payment or other recovery (whether voluntary, involuntary, by application of offset or otherwise) on account of principal of, interest on or fees or other amounts with respect to any Committed Loan in excess of the share of payments and other recoveries (exclusive of payments or recoveries under Section 6 or pursuant to Section 12.9) such Lender or other holder would have received if such payment had been distributed pursuant to the provisions of Section 5.2(a), such Lender or other holder shall purchase from the other Lenders or holders, in a manner to be specified by the Agent, such participations in the Committed Loans held by them as shall be necessary so that all such payments of principal and interest with respect to the Committed Loans shall be shared by the Lenders and other holders pro rata in accordance with their respective Percentages; provided, however, that if all or any portion of the excess payment or other recovery is thereafter recovered from such purchasing Lender or holder, the purchase shall be rescinded and the purchase price restored to the extent of such recovery, but without interest.

Section 5.3. Set-off. The Borrower agrees that the Agent, each Lender, each Participant and any of their respective branches or agencies, to the extent permitted by applicable law, has all rights of set-off and banker's lien provided by applicable law, and the Borrower further agrees that at any time, (i) any amount owing by the Borrower under this Agreement is due to any such Person or (ii) any Event of Default exists, each such Person, to the extent permitted by applicable law, may apply to the payment of any amount payable hereunder any and all balances, credits, deposits, accounts or moneys of the Borrower then or thereafter with such Person.

Section 5.4. Taxes. (a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Obligor under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by a withholding agent, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Obligor shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) Payment of Other Taxes by the Borrower. The Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(c) Evidence of Payment. As soon as practicable after any payment of Taxes by any Obligor to a Governmental Authority pursuant to this Section, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(d) Indemnification by the Borrower. The Borrower shall indemnify each Recipient, within 15 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section, but excluding any Taxes to the extent the Borrower has paid increased amounts in respect thereof pursuant to Section 5.4(a)) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so) and (ii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph.

(f) Status of Lenders. (i)(A) Unless indicated otherwise in writing to the Borrower and the Administrative Agent by a Lender on or before the date it becomes a Lender, each Lender represents to the Borrower and the Administrative Agent that on the date it becomes a Lender it is a Qualifying Lender and (B) any Lender that is entitled to benefit from an exemption from or reduction of withholding Tax with respect to payments made under this Agreement shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 5.4(f)(ii) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, if a payment made to a Lender under this Agreement would be subject to U.S. Federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (ii), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(iii) Each Lender agrees (A) that if any form, certification or representation it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form, certification or representation or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so; and (B) if it no longer qualifies as a Qualifying Lender after the date it becomes a Lender, it will promptly notify the Borrower and the Administrative Agent in writing.

(g) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section (including by the payment of additional amounts pursuant to this Section), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph, in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) Indemnification of Borrower. Each Lender shall severally indemnify the Borrower within 10 Business Days after written demand with adequate supporting documentation for any Excluded Tax actually paid by the Borrower to a governmental entity solely and directly attributable to such Lender's failure to comply with Section 5.4(f)(iii)(B).

(i) Tax Treatment. The Borrower and the Administrative Agent, and each Lender and any Participant by acquiring an interest in a Committed Loan or a Commitment, agree to treat each Committed Loan as indebtedness for U.S. federal income tax purposes.

SECTION 6. INCREASED COSTS AND SPECIAL PROVISIONS FOR LIBOR RATE LOANS.

Section 6.1. Increased Costs. (1) If after the date hereof, the adoption of any applicable law, rule or regulation, or any change therein, or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or the making or issuance of any request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency and compliance by any Lender (or any Funding Office of such Lender) therewith, then, subject to the provisions of Section 5.4, which shall provide the sole source of additional amounts payable to any Lender with respect to the matters covered therein,

(A) shall subject any Lender (or any Funding Office of such Lender) to any Taxes with respect to its LIBOR Rate Loans (except for (i) Indemnified Taxes, (ii) Taxes described in clauses (b) through (e) of the definition of Excluded Taxes and (iii) Connection Income Taxes);

(B) shall impose, modify or deem applicable any reserve (including any reserve imposed by the Board of Governors of the Federal Reserve System, but excluding any reserve included in the determination of interest pursuant to Section 3.1), special deposit, assessment (including any assessment for insurance of deposits) or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (or any Funding Office of such Lender); or

(C) shall impose on any Lender (or any Funding Office of such Lender) any other condition affecting its LIBOR Rate Loans, its Committed Notes or its obligation to make or maintain LIBOR Rate Loans;

and the result of any of the foregoing is to increase the cost to (or to impose an additional cost on) such Lender (or any Funding Office of such Lender) of making or maintaining any LIBOR Rate Loan, or to reduce the amount of any sum received or receivable by such Lender (or such Lender's Funding Office) under this Agreement or under its Committed Notes with respect thereto, then within 10 days after demand by such Lender (which demand shall be accompanied by a statement setting forth the basis of such demand), the Borrower shall pay directly to such Lender such additional amount or amounts as will compensate such Lender for such increased cost or such reduction (without duplication of any amounts which have been paid or reimbursed).

(b) If, after the date hereof, any Lender shall determine that the adoption, effectiveness or phase-in of any applicable law, rule, guideline or regulation regarding capital adequacy, or any change therein, or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or the making or issuance of any request or directive regarding capital adequacy (whether or not having the force of law) of any such authority, central bank or comparable agency and compliance by any Lender (or any Funding Office of such Lender or such Lender's holding company) therewith, has or would have the effect of reducing the rate of return on the capital of such Lender or such Lender's holding company as a consequence of its obligations hereunder to a level below that which such Lender or such Lender's holding company could have achieved but for such adoption, change or compliance (taking into consideration such Lender's or such Lender's holding company's policies with respect to capital adequacy), then, from time to time, within 10 days after demand by such Lender (which demand shall be accompanied by a statement setting forth the basis of such demand), the Borrower shall pay directly to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for such reduction.

(c) Each Lender shall promptly notify the Borrower and the Agent of any event of which it has knowledge, occurring after the date hereof, which will entitle such Lender

to compensation pursuant to this Section 6.1 and will designate a different Funding Office if such designation will avoid the need for, or reduce the amount of, such compensation and will not, in such Lender's sole judgment, be otherwise disadvantageous to such Lender. The Borrower shall not be required to compensate a Lender pursuant to this Section 6.1 for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender notifies the Borrower of the change in law or other event occurring after the date hereof giving rise to such increased costs or reductions, and of such Lender's intention to claim compensation therefor (except that, if the change in law or other such event is retroactive, then the nine month period referred to above shall be extended to include the period of retroactive effect thereof).

(d) Notwithstanding anything to the contrary herein, it is understood and agreed that any changes resulting from requests, rules, guidelines or directives (x) issued in connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act or (y) promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III) shall, for the purposes of this Agreement, be deemed to be adopted subsequent to the date hereof; provided, however, that no Lender shall be entitled to receive any compensation or reimbursement hereunder with respect to any such changes unless such requirements are generally applicable to (and for which reimbursement is generally being sought by the applicable Lender in respect of) credit transactions similar to this transaction from borrowers similarly situated to the Borrower; provided, further, that no Lender shall be required to disclose any confidential or proprietary information in connection therewith.

Section 6.2. Basis for Determining Interest Rate Inadequate or Unfair. If with respect to the Loan Period for any LIBOR Rate Loan:

(a) the Reuters Page is not available and the Agent is advised by two or more Reference Banks that deposits in Dollars (in the applicable amounts) are not being offered to such Reference Banks in the relevant market for such Loan Period, or the Agent otherwise determines (which determination shall be binding and conclusive on all parties) that, by reason of circumstances affecting the Base LIBOR market, adequate and reasonable means do not exist for ascertaining the applicable LIBOR Rate; or

(b) the Required Lenders advise the Agent that the LIBOR Rate as determined by the Agent will not adequately and fairly reflect the cost to such Required Lenders of maintaining or funding LIBOR Rate Loans for such Loan Period, or that the making or funding of LIBOR Rate Loans has become impracticable as a result of an event occurring after the date of this Agreement which in such Required Lenders' opinion materially affects LIBOR Rate Loans,

then (i) the Agent shall promptly notify the other parties thereof and (ii) so long as such circumstances shall continue, no Lender shall be under any obligation to make any LIBOR Rate Loan or convert any Base Rate Loan into a LIBOR Rate Loan.

Section 6.3. Changes in Law Rendering Certain Loans Unlawful. In the event that any change in (including the adoption of any new) applicable laws or regulations, or in the interpretation of applicable laws or regulations by any Governmental Authority or other

regulatory body charged with the administration thereof, should make it (or in the good faith judgment of such Lender raise a substantial question as to whether it is) unlawful for a Lender to make, maintain or fund any LIBOR Rate Loan, then (a) such Lender shall promptly notify each of the other parties hereto, (b) upon the effectiveness of such event and so long as such unlawfulness shall continue, the obligation of such Lender to make LIBOR Rate Loans shall be suspended and any request by the Borrower for LIBOR Rate Loans shall, as to such Lender, be deemed to be a request for a Base Rate Loan, and (c) on the last day of the current Loan Period for such Lender's LIBOR Rate Loans (or, in any event, if such Lender so requests on such earlier date as may be required by the relevant law, regulation or interpretation) such Lender's Committed Loans which are LIBOR Rate Loans shall cease to be maintained as LIBOR Rate Loans and shall thereafter bear interest at a floating rate per annum equal to the Base Rate. If at any time the event giving rise to such unlawfulness shall no longer exist, then such Lender shall promptly notify the Borrower and the Agent.

Section 6.4. Funding Losses. The Borrower hereby agrees that upon demand by any Lender (which demand shall be accompanied by a statement setting forth the basis for the calculations of the amount being claimed) the Borrower will indemnify such Lender against any net loss or expense which such Lender may sustain or incur (including any net loss or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund or maintain any LIBOR Rate Loan), as reasonably determined by such Lender, as a result of (a) any payment or mandatory or voluntary prepayment (including any payment pursuant to Section 6.3 or 12.9(b) or any payment resulting from acceleration) or Conversion of any LIBOR Rate Loan of such Lender on a date other than the last day of the Loan Period for such Loan or (b) any failure of the Borrower to borrow any Committed Loans on the originally scheduled Funding Date specified therefor pursuant to this Agreement (including any failure to borrow resulting from any failure to satisfy the conditions precedent to such borrowing). For this purpose, all notices to the Agent pursuant to this Agreement shall be deemed to be irrevocable.

Section 6.5. Discretion of Lenders as to Manner of Funding. Notwithstanding any provision of this Agreement to the contrary (but subject to Section 6.1(c)), each Lender shall be entitled to fund and maintain its funding of all or any part of its Committed Loans in any manner it sees fit, it being understood, however, that for the purposes of this Agreement all determinations hereunder shall be made as if such Lender had actually funded and maintained each LIBOR Rate Loan during the Loan Period for such LIBOR Rate Loan through the purchase of deposits having a maturity corresponding to such Loan Period and bearing an interest rate equal to the rate borne by such LIBOR Rate Loan for such Loan Period.

Section 6.6. Conclusiveness of Statements; Survival of Provisions. Determinations and statements of any Lender pursuant to this Section 6 shall be conclusive absent demonstrable error, and each Lender may use reasonable averaging and attribution methods in determining compensation pursuant to Section 6.1 or 6.4. The provisions of this Section 6 shall survive termination of this Agreement and payment of the Committed Loans.

SECTION 7. REPRESENTATIONS AND WARRANTIES.

To induce the Lenders to enter into this Agreement and to make Committed Loans hereunder, each Obligor hereby makes the following representations and warranties as of the Effective Date and as of each Funding Date to the Agent and the Lenders, which representations and warranties shall survive the execution and delivery of this Agreement and the Committed Notes and the disbursement of the initial Committed Loans hereunder:

Section 7.1. Organization, etc. (a) The Company is duly organized, validly existing and in good standing, to the extent applicable, under the laws of the jurisdiction of its organization; (b) each corporate Significant Subsidiary is a company or corporation, as applicable, duly organized or incorporated, as applicable, validly existing and in good standing, to the extent applicable, under the laws of the jurisdiction of its incorporation; (c) each other Significant Subsidiary (if any) is an entity duly organized and validly existing under the laws of the jurisdiction of its organization; and (d) each of the Company and each Significant Subsidiary has the power to own its property and to carry on its business as now being conducted and is duly qualified and in good standing, to the extent applicable, as a foreign corporation or other entity authorized to do business in each jurisdiction where, because of the nature of its activities or properties, such qualification is required, except, in each of cases (a), (b), (c) and (d) above, where the failure to be so qualified or in good standing (A) could not reasonably be expected to have a Material Adverse Effect or (B) exists on the Closing Date with respect to any Subsidiary.

Section 7.2. Authorization; Consents; No Conflict. The execution and delivery by each Obligor party hereto of this Agreement and by the Borrower of the Committed Notes, the borrowings hereunder and the performance by each such Obligor of its obligations under this Agreement and by the Borrower of its obligations under the Committed Notes (a) are within the corporate or similar powers of each such Obligor, (b) have been duly authorized by all necessary corporate or similar action on the part of each such Obligor, (c) have received all necessary approvals, authorizations, consents, registrations, notices, exemptions and licenses (if any shall be required) from Governmental Authorities and other Persons, except for any such approvals, authorizations, consents, registrations, notices, exemptions or licenses non-receipt of which could not reasonably be expected to have a Material Adverse Effect, (d) are, where it concerns an Obligor incorporated under the laws of the Netherlands, in such Obligor's corporate interest, (e) do not and will not contravene or conflict with any provision of (i) law, (ii) any judgment, decree or order to which such Obligor or any Significant Subsidiary is a party or by which such Obligor or any Significant Subsidiary is bound, (iii) the charter, by-laws, memorandum and articles of association or other organizational documents of such Obligor or any Significant Subsidiary or (iv) any provision of any agreement or instrument binding on such Obligor or any Significant Subsidiary, or any agreement or instrument of which such Obligor is aware affecting the properties of such Obligor or any Significant Subsidiary, except with respect to (i), (ii) and (iv) above, for any such contravention or conflict which (A) could not reasonably be expected to have a Material Adverse Effect or (B) exists on the Closing Date with respect to the Acquired Company or any Subsidiary of the Acquired Company, and (f) do not and will not result in or require the creation or imposition of any Lien on any of such Obligor's or its Significant Subsidiaries' properties.

Section 7.3. Validity and Binding Nature. (a) This Agreement is, and the Committed Notes (if any) when duly executed and delivered will be, legal, valid and binding obligations of each Obligor, enforceable against each such Obligor in accordance with their respective terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(b) This Agreement is in proper legal form under the law of Ireland and each other jurisdiction under which any Obligor is incorporated or organized for the enforcement thereof against each Obligor under such law. All formalities required in Ireland and each other jurisdiction under which any Obligor is organized or incorporated for the validity and enforceability of this Agreement (including any necessary registration, recording or filing with any court or other authority in Ireland and each other jurisdiction under which any Obligor is organized or incorporated) have been accomplished, and no notarization is required, for the validity and enforceability thereof.

Section 7.4. Financial Statements. The Company's audited consolidated financial statements as at December 31, 2012, and unaudited consolidated financial statements as at September 30, 2013, a copy of each of which has been furnished to each Lender, have been prepared in conformity with GAAP applied on a basis consistent with that of the preceding fiscal year (other than as required or permitted by GAAP, subject, in the case of unaudited financial statements, to changes resulting from audit and year-end adjustments and fairly present the financial condition of the Company and its Subsidiaries as at such dates and the results of their operations for the applicable time periods then ended.

Section 7.5. [Intentionally Omitted].

Section 7.6. Employee Benefit Plans. Each employee benefit plan (as defined in Section 3(3) of ERISA) maintained or sponsored by the Company or any Subsidiary complies in all material respects with all applicable requirements of law and regulations except (i) as could not reasonably be expected to have a Material Adverse Effect or (ii) for any failure to so comply that exists on the Closing Date. From and after the Closing Date, (i) no steps have been taken to terminate any Plan and no contribution failure has occurred with respect to any Plan sufficient to give rise to a lien under Section 303(k) of ERISA, (ii) no Reportable Event has occurred with respect to any Plan, (iii) no determination has been made that any Plan is in "at risk" status (within the meaning of Section 303 of ERISA) and (iv) neither the Company nor any ERISA Affiliate has either withdrawn or instituted steps to withdraw from any Multiemployer Plan, except in any such case specified in clause (i), (ii), (iii) and (iv) above, for actions which (A) individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect or (B) occurred prior to the Closing Date. Except as could not reasonably be expected to have a Material Adverse Effect, no condition exists (that did not exist on the Closing Date) or event or transaction has occurred after the Closing Date in connection with any Plan which could reasonably be expected to result in the incurrence by the Company or any Subsidiary of any material liability, fine or penalty (imposed by Section 4975 of the Code or Section 502(i) of ERISA or otherwise). Except as in effect on the Closing Date, neither the Company nor any ERISA Affiliate is a member of, or contributes to, any Multiemployer Plan as to which the potential withdrawal liability based upon the most recent actuarial report could reasonably be

expected to have a Material Adverse Effect. Except as could not reasonably be expected to have a Material Adverse Effect or as in existence on the Closing Date, neither the Company nor any Subsidiary has any contingent liability with respect to any post retirement benefit under an employee welfare benefit plan (as defined in Section 3(1) of ERISA), other than liability for continuation coverage described in Part 6 of Title I of ERISA.

Section 7.7. Investment Company Act. The Company is not an "investment company" or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

Section 7.8. Regulation U. Neither the Company nor any Subsidiary is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of buying or carrying margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System as amended from time to time). No part of the proceeds of any Committed Loan will be used to buy or carry any margin stock. Following the application of the proceeds of each Committed Loan, not more than 25% of the value of the assets of any of the Company and its Subsidiaries shall consist of margin stock.

Section 7.9. Disclosure. As of the Effective Date, the Company's financial projections prepared in connection with the arrangement of the Committed Loans (the "Projections") that have been made available to the Agent and the Lenders by the Company or any of the Company's representatives in connection with this Agreement have been prepared in good faith based upon assumptions believed by the Company to be reasonable at the time such Projections were furnished (it being understood that projections by their nature are inherently uncertain and no assurances are being given that the results reflected in the Projections will be achieved).

Section 7.10. Compliance with Applicable Laws, etc. Each Obligor and their Subsidiaries are in compliance with the requirements of all applicable laws, rules, regulations and orders of all Governmental Authorities (including ERISA or any laws applicable to a Foreign Plan and all applicable environmental laws), except for noncompliance that (i) could not reasonably be expected to have a Material Adverse Effect or (ii) exists on the Closing Date with respect to the Acquired Company or any Subsidiary of the Acquired Company. Except with respect to any defaults in existence on the Closing Date with respect to the Acquired Company or any Subsidiary of the Acquired Company, no Obligor or any Subsidiary is in default under any agreement or instrument to which such Obligor or such Subsidiary is a party or by which it or any of its properties or assets is bound, which default could reasonably be expected to have a Material Adverse Effect on the business, credit, operations or financial condition of the Obligors and their Subsidiaries taken as a whole. No Event of Default or Unmatured Event of Default has occurred and is continuing.

Section 7.11. Insurance. Each of the Obligors and each Subsidiary maintains, or, in the case of any property owned by any Obligor or any Subsidiary and leased to lessees, has contractually required such lessees to maintain, insurance with financially sound and reputable insurers to such extent and against such hazards and liabilities as is commonly maintained, or caused to be maintained, as the case may be, by companies similarly situated. AIG acknowledges and agrees that, with respect to the Acquired Company and its Subsidiaries, the insurance as in effect immediately prior to the Closing Date satisfies the foregoing requirements in all respects on the Closing Date.

Section 7.12. Taxes. Each of the Obligors and each Subsidiary has filed all material tax returns which are required to have been filed and has paid, or made adequate provisions for the payment of, all of its Taxes which are due and payable, except such Taxes, if any, as are being contested in good faith and by appropriate proceedings and as to which such reserves or other appropriate provisions as may be required by GAAP have been established, except where failure to pay such Taxes, individually or in the aggregate, cannot reasonably be expected to have a Material Adverse Effect and except for noncompliance with this provision that exists on the Closing Date with respect to the Acquired Company or any Subsidiary of the Acquired Company.

Section 7.13. Use of Proceeds. The proceeds of the Committed Loans will be used for general corporate purposes of the Company and its Subsidiaries.

Section 7.14. Pari Passu. All obligations and liabilities of any Obligor hereunder shall rank at least equally and ratably (pari passu) in priority with all other unsubordinated, unsecured obligations of such Obligor to any other creditor.

Section 7.15. OFAC, Etc.. The Company has implemented and maintains in effect policies and procedures designed to ensure compliance by the Company, its Subsidiaries and their directors, officers, employees and agents with applicable Anti-Corruption Laws and Sanctions, the USA PATRIOT Act and other applicable anti-terrorism and money laundering laws. None of the Company or any Subsidiary, director, officer, employee or, to the knowledge of the Company after due inquiry, any agent of the Company or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing will be made for any purpose that would constitute or result in a violation by any party hereto, including the Lenders, of any applicable Anti-Corruption Laws, Sanctions, the USA PATRIOT Act or other anti-terrorism and money laundering laws.

SECTION 8. COVENANTS.

Until the expiration or termination of the Commitments, and thereafter until all obligations of the Obligors hereunder and under the Committed Notes are paid in full (other than unasserted contingent indemnification obligations), each Obligor agrees that, commencing on the Closing Date (except with respect to Section 8.1.1, which shall become effective on the Effective Date), unless at any time the Required Lenders shall otherwise expressly consent in writing, it will:

Section 8.1. Reports, Certificates and Other Information. Furnish to the Agent with sufficient copies for each Lender which the Agent shall promptly make available to each Lender:

8.1.1 Audited Financial Statements. As soon as available, and in any event within 95 days after each fiscal year of the Company, a copy of the audited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows and annual audit report of the Company and its subsidiaries for such fiscal year (setting

forth in each case in comparative form the figures for the previous fiscal year) prepared on a consolidated basis and in conformity with GAAP and certified by PricewaterhouseCoopers Accountants N.V. or by another independent certified public accountant of recognized national standing selected by the Company.

8.1.2 Interim Reports. As soon as available, and in any event within 50 days after each quarter (except the last quarter) of each fiscal year of the Company, a copy of the unaudited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows of the Company and its subsidiaries as of the end of and for such quarter and then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for (or, in the case of the balance sheet, as of the end of) the corresponding period or periods of the previous fiscal year, all certified by an Authorized Officer of the Company as presenting fairly in all material respects the financial condition and results of operations of the Company and its Subsidiaries on a consolidated basis in accordance with GAAP, subject to normal year end audit adjustments, the auditors' year-end report and the absence of footnotes.

8.1.3 Certificates. Contemporaneously with the furnishing of a copy of each annual audit report and of each set of quarterly statements provided for in this Section 8.1, deliver a certificate of the Company, in substantially the form of Exhibit C hereto, dated the date of delivery of such annual report or such quarterly statements and signed by an Authorized Officer, to the effect that no Event of Default or Unmatured Event of Default has occurred and is continuing, or, if there is any such event, describing it and the steps, if any, being taken to cure it and containing a computation of, and showing compliance with, each of the financial ratios and restrictions contained in this Section 8.

8.1.4 Certain Notices. Forthwith upon learning of the occurrence of any of the following, provide written notice thereof, describing the same and the steps being taken by the Company or the Subsidiary affected with respect thereto:

(i) the occurrence of an Event of Default or an Unmatured Event of Default;

(ii) the institution of any Litigation Action; provided, that, the Company need not give notice of any new Litigation Action unless such Litigation Action, together with all other pending Litigation Actions, could reasonably be expected to have a Material Adverse Effect;

(iii) the entry of any judgment or decree against the Company or any Subsidiary if the aggregate amount of all judgments and decrees then outstanding against the Company and all Subsidiaries exceeds $50,000,000 after deducting (i) the amount with respect to which the Company or any Subsidiary is insured and with respect to which the insurer has not denied coverage in writing and (ii) the amount for which the Company or any Subsidiary is otherwise indemnified if the terms of such indemnification are satisfactory to the Agent and the Required Lenders;

(iv) the occurrence of a Reportable Event with respect to any Plan; the institution of any steps by the Company, any ERISA Affiliate, the PBGC or any other Person to terminate any Plan; the institution of any steps by the Company or any ERISA Affiliate to withdraw from any Plan; the incurrence of any material increase in the contingent liability of the Company or any Subsidiary with respect to any post-retirement welfare benefits; the failure of the Company or any other Person to make a required contribution to a Plan if such failure is sufficient to give rise to a lien under Section 303(k) of ERISA or a determination is made that any Plan is in "at risk" status (within the meaning of Section 303 of ERISA); provided, however, that no notice shall be required of any of the foregoing unless the circumstance could reasonably be expected to have a Material Adverse Effect; or

(v) the occurrence of a material adverse change in the business, credit, operations or financial condition of the Company and its Subsidiaries taken as a whole.

8.1.5 Reports. Promptly from time to time after the occurrence of an event required to be therein reported by the Company, such other reports of the Company on Form 6-K, or any successor or comparable form, as the Company shall have filed with the SEC.

8.1.6 Other Information. From time to time provide such other information regarding the operations and financial condition of the Company and its Subsidiaries (but in the case of each Securitization Subsidiary, only to the extent it is able to do so after use of commercially reasonable efforts) as any Lender or the Agent may reasonably request (not including reports and other materials to the extent filed with the Securities and Exchange Commission).

Financial information required to be delivered pursuant to Sections 8.1.1, 8.1.2 and 8.1.5 above shall be deemed to have been delivered if such information, or one or more annual or quarterly reports containing such information, shall have been posted by the Agent on any Platform (as defined herein) or similar site to which the Lenders have been granted access or such reports shall be available on the website of the Securities and Exchange Commission at http://www.sec.gov or the Company's website at http://www.aercap.com; provided, that the Company shall provide paper copies of such financial information if requested by the Agent or any Lender. Information, reports or certificates required to be delivered pursuant to this Section 8.1 may be delivered by electronic communications pursuant to procedures approved by the Administrative Agent.

Section 8.2. Existence. (a) Maintain and preserve, and, subject to the first proviso in Section 8.9, cause each Subsidiary to maintain and preserve, its respective existence as a corporation or other form of business organization, as the case may be (but in the case of each Securitization Subsidiary, only to the extent it is able to do so after use of commercially reasonable efforts), and (b) take all reasonable action to maintain all rights, privileges, licenses, patents, patent rights, copyrights, trademarks, trade names, franchises and other authority, except in each case (other than with respect to the Company in connection with

clause (a) above) to the extent that failure to do so could not reasonably be expected to result in a Material Adverse Effect; provided, however, that notwithstanding anything to the contrary herein, (a) any Subsidiary may be merged or consolidated with or into (i) any other Subsidiary or (ii) into the Company (with the Company as the surviving corporation) and (b) any Subsidiary may be converted from one form of business organization into any other form of business organization.

Section 8.3. Nature of Business. Subject to Section 8.2, engage on a consolidated basis with its Subsidiaries in substantially the same fields of business as it and its Subsidiaries on a consolidated basis are engaged in on the date hereof (or fields of business related or ancillary thereto).

Section 8.4. Books, Records and Access.

(a) Maintain, and cause each Subsidiary to (but in the case of each Securitization Subsidiary, only to the extent it is able to do so after use of commercially reasonable efforts) maintain in all material respects complete and accurate books and records in which full and correct entries in all material respects and in conformity with GAAP shall be made of all dealings and transactions in relation to its respective business and activities.

(b) Permit, and cause each Subsidiary to permit (but in the case of each Securitization Subsidiary, only to the extent it is able to do so after use of commercially reasonable efforts), access by the Agent and each Lender to the books and records of the Company and such Subsidiary during normal business hours, and permit, and cause each Subsidiary to permit, the Agent and each Lender to make copies of such books and records upon reasonable notice and as often as may be reasonably requested.

Section 8.5. Insurance. Maintain, and cause each Subsidiary to maintain, such insurance as is described in Section 7.11 (but in the case of each Securitization Subsidiary, only to the extent it is able to do so after use of commercially reasonable efforts).

Section 8.6. Repair. Maintain, preserve and keep, and cause each Subsidiary to maintain, preserve and keep, its properties in good repair, working order and condition, ordinary wear and tear excepted, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect (but in the case of each Securitization Subsidiary, only to the extent it is able to do so after use of commercially reasonable efforts). In the case of properties leased by any Obligor or any Subsidiary to lessees, such Obligor may satisfy its obligations related to such properties under the previous sentence by contractually requiring, or by causing each Subsidiary to contractually require, such lessees to perform such obligations (but in the case of each Securitization Subsidiary, only to the extent it is able to do so after use of commercially reasonable efforts).

Section 8.7. Taxes. Pay or cause to be paid, and cause each Subsidiary to pay, or cause to be paid, prior to the imposition of any penalty or fine, all of its Taxes, unless and only to the extent that such Obligor or such Subsidiary, as the case may be, is contesting any such Taxes in good faith and by appropriate proceedings and the Company or such Subsidiary has set aside on its books such reserves or other appropriate provisions therefor as may be

required by GAAP, except where failure to pay such Taxes, individually or in the aggregate, cannot reasonably be expected to have a Material Adverse Effect (but in the case of each Securitization Subsidiary, only to the extent it is able to do so after use of commercially reasonable efforts).

Section 8.8. Compliance. Comply, and cause each Subsidiary to comply with all statutes (including ERISA) and governmental rules and regulations applicable to it except to the extent noncompliance could not reasonably be expected to have a Material Adverse Effect (but in the case of each Securitization Subsidiary, only to the extent it is able to do so after use of commercially reasonable efforts).

Section 8.9. Sale of Assets. Not, and not permit any Subsidiary to, transfer, convey, lease (except for in the ordinary course of business) or otherwise dispose of all or substantially all of the assets of the Obligors and their Subsidiaries taken as a whole; provided, however, that any Wholly-owned Subsidiary may sell, transfer, convey, lease or assign all or a substantial part of its assets to another Obligor or another Wholly-owned Subsidiary if immediately thereafter and after giving effect thereto no Event of Default or Unmatured Event of Default shall have occurred and be continuing; provided, further that this Section 8.9 shall not prohibit any transaction otherwise permitted by Section 8.2.

Section 8.10. Consolidated Indebtedness to Shareholder's Equity. Not permit the ratio of Consolidated Indebtedness to Shareholder's Equity to exceed at any time set forth below the applicable ratio set forth below (such ratio to be calculated in a manner consistent with the calculations set forth on Schedule 1 to Exhibit C).

Period	**Ratio**
From and including the date immediately following Closing Date to December 30, 2014	600%
From and including December 31, 2014, to December 30, 2015	570%
From and including December 31, 2015, to December 30, 2016	500%
From and including December 31, 2016, to December 30, 2017	450%
From and including December 31, 2017, to December 30, 2018	420%
Thereafter	400%

Section 8.11. Interest Coverage Ratio. Not permit the Interest Coverage Ratio on the last day of any quarter of any fiscal year of the Company to be less than 200%.

Section 8.12. Unencumbered Assets. Not permit the ratio of (A) Unencumbered Assets to (B) the aggregate outstanding principal amount of the Company's consolidated unsecured Financial Indebtedness minus, to the extent included in Financial Indebtedness, the aggregate amount outstanding of Hybrid Capital Securities, in each case on the last day of any quarter of any fiscal year of the Company to be less than 135%.

Section 8.13. Restricted Payments. Not declare or pay any dividends whatsoever or make any distribution on any capital stock of the Company (except in shares of, or warrants or rights to subscribe for or purchase shares of, capital stock of the Company), and not permit any Subsidiary to, make any payment to acquire or retire shares of capital stock of the Company, in each case at any time when (i) an Event of Default as described in Section 10.1 has occurred and is continuing and there are Committed Loans outstanding hereunder or (ii) an Event of Default as described in Section 10.1.1 has occurred and is continuing and there are no Committed Loans outstanding hereunder; provided, however, that notwithstanding the foregoing, this Section 8.13 shall not prohibit (x) the payment of dividends on any of the Company's market auction preferred stock that was sold to the public pursuant to an effective registration statement under the Securities Act of 1933 or (y) the payment of dividends within 30 days of the declaration thereof if such declaration was not prohibited by this Section 8.13.

Section 8.14. Liens. Not, and not permit any Subsidiary to, create or permit to exist any Lien upon or with respect to any of its properties or assets of any kind, now owned or hereafter acquired, or on any income or profits therefrom, except for:

(a) Liens existing on the date hereof or on the Closing Date that are reflected in the consolidated financial statements of the Company or the Acquired Company, in each case dated prior to such date;

(b) Liens to secure the payment of all or any part of the purchase price of any property or assets (other than Equity Interests of the Acquired Company) or to secure any Indebtedness incurred by the Company or a Subsidiary to finance the acquisition of any property or asset (other than Equity Interests of the Acquired Company). For the avoidance of doubt, Liens securing Indebtedness relating to ECA Financings or Eximbank financings shall be permitted hereunder;

(c) Liens securing the Indebtedness of a Subsidiary owing to the Company or to a Wholly-owned Subsidiary;

(d) Liens on property of a Person existing at the time such Person is merged into or consolidated with the Company or a Subsidiary or at the time of a purchase, lease or other acquisition of the properties of a Person as an entirety or substantially as an entirety by the Company or a Subsidiary; provided, that, any such Lien shall not extend to or cover any assets or properties of the Company or such Subsidiary owned by the Company or such Subsidiary prior to such merger, consolidation, purchase, lease or acquisition, unless otherwise permitted under this Section 8.14;

(e) leases, subleases or licenses granted to others in the ordinary and usual course of the Company's business;

(f) easements, rights of way, restrictions and other similar charges or encumbrances not interfering in any material respect with the ordinary conduct of the business of the Company or any Subsidiary;

(g) bankers' Liens arising by law or by contract in the ordinary and usual course of the Company's business;

(h) Liens incurred or deposits made in the ordinary course of business in connection with surety and appeal bonds, leases, government contracts, performance and return-of-money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money); provided, however, that the obligation so secured is not overdue or is being contested in good faith and by appropriate proceedings diligently pursued;

(i) any replacement or successive replacement in whole or in part of any Lien referred to in the foregoing clauses (a) to (h), inclusive; provided, however, that the principal amount of any Indebtedness secured by the Lien shall not be increased and the principal repayment schedule and maturity of such Indebtedness shall not be extended and (i) such replacement shall be limited to all or a part of the property which secured the Lien so replaced (plus improvements and construction on such property) or (ii) if the property which secured the Lien so replaced has been destroyed, condemned or damaged and pursuant to the terms of the Lien other property has been substituted therefor, then such replacement shall be limited to all or part of such substituted property;

(j) Liens created by or resulting from any litigation or other proceeding which is being contested in good faith by appropriate proceedings, including Liens arising out of judgments or awards against the Company or any Subsidiary with respect to which the Company or such Subsidiary is in good faith prosecuting an appeal or proceedings for review; Liens incurred by the Company or any Subsidiary for the purpose of obtaining a stay or discharge in the course of any litigation or other proceeding to which the Company or such Subsidiary is a party; or Liens created by or resulting from any litigation or other proceeding that would not result in an Event of Default hereunder;

(k) carrier's, warehouseman's, hangar keeper's, mechanic's, repairer's, landlord's and materialmen's Liens, Liens for Taxes, assessments and other governmental charges and other Liens arising in the ordinary course of business, by operation of law or under customary terms of repair or modification agreements or any engine or parts-pooling arrangements, in each case securing obligations that are not incurred in connection with the obtaining of any advance or credit and which are either not overdue or are being contested in good faith and by appropriate proceedings diligently pursued; and

(l) other Liens securing Indebtedness of the Company or any Subsidiary; provided that at the time such Indebtedness is incurred (or, in the case of unsecured Indebtedness that is subsequently secured by Liens, at the time such Indebtedness becomes secured) the ratio of (A) Unencumbered Assets as of the end of the most recently ended fiscal period for which financial statements have been delivered pursuant to Section 8.1 (except that (i) "cash and cash equivalents" and Financial Indebtedness shall be measured on the applicable date of determination on a pro forma basis, (ii) any Aircraft Assets acquired subsequent to such date may, at the option of the Company, be included in the determination of Unencumbered Assets valued as of the date of acquisition and as determined by the Company in good faith and (iii) if the outstanding amount of Financial Indebtedness on the applicable date of determination has been reduced since the end of the most recently ended fiscal period for which financial

statements have been delivered pursuant to Section 8.1 with the proceeds of any sale or other disposition of Aircraft Assets, the book value of such Aircraft Assets sold or otherwise disposed of shall be excluded) to (B) the aggregate outstanding principal amount of the Company's consolidated unsecured Financial Indebtedness on the date of determination on a pro forma basis minus, to the extent included in Financial Indebtedness as of such date, the aggregate amount outstanding of Hybrid Capital Securities, is not less than 135%.

Section 8.15. Use of Proceeds. Not permit any proceeds of the Committed Loans to be used, either directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of buying or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System, as amended from time to time; or for the purpose, whether immediate, incidental or ultimate, of acquiring directly or indirectly any of the outstanding shares of voting stock of any corporation which (i) has announced that it will oppose such acquisition or (ii) has commenced any litigation which alleges that any such acquisition violates, or will violate, applicable law.

Section 8.16. [Intentionally Omitted].

Section 8.17. Structuring of Indebtedness. AIG shall have the right from time to time after the Closing Date to restructure its Committed Loans made hereunder and funded and outstanding at such time (such Committed Loans, "Restructured Loans") at its option (which restructuring shall be limited to, unless otherwise consented to by the Company in its sole discretion, converting such Restructured Loans into notes or another form of Indebtedness and/or assigning AIG's interest in such Restructured Loans (but no other Committed Loans or Commitments hereunder) to an Affiliate of AIG) so long as such new structure (i) in AIG's reasonable judgment, mitigates capital or liquidity impact to AIG compared to the capital or liquidity impact of such Restructured Loans as originally funded, (ii) is in all respects, including with respect to such Restructured Loans' amount, final maturity, pricing and all other terms, covenants and events of default, including the Borrower's ability to repay or prepay such Restructured Loans, no less favorable to the Company and the Borrower than the terms of the Restructured Loans as originally funded, as reasonably determined by the Company and the Agent at such time, (iii) does not adversely change the Company and its Subsidiaries' tax position as compared to the Restructured Loans as originally funded, as reasonably determined by the Company, and (iv) does not otherwise impact or affect the availability or terms or conditions of the Commitments hereunder. Solely for purposes of determining the unused Aggregate Commitments available at any time for the making of Committed Loans hereunder, including for purposes of Section 2.1, Section 3.4 and clause (y) of Section 9.1.1, Committed Loans in an aggregate principal amount equal to the aggregate principal amount of Restructured Loans outstanding at such time shall be deemed to be outstanding hereunder at such time; provided that upon the repayment or prepayment of any Restructured Loans, Committed Loans in an aggregate principal amount equal to the aggregate principal amount of Restructured Loans so repaid or prepaid shall be deemed to have been repaid or prepaid hereunder at such time and shall cease to be deemed outstanding hereunder. Notwithstanding anything to the contrary contained herein, including Section 12.5, any costs or expenses incurred by AIG or any of its Affiliates in connection with any transaction pursuant to this Section shall be solely for the account of AIG and neither the Company nor any of its Subsidiaries shall be responsible for the payment or reimbursement thereof.

Section 8.18. Limitation on Issuances of Guarantees of Indebtedness.

(a) From and after the Effective Date, the Company will not cause or permit any of its Subsidiaries to be an obligor or a guarantor under the Acquired Company Acquisition Facility or the Existing Credit Agreement, unless such Subsidiary is a Guarantor or executes and delivers to the Administrative Agent a Guarantee Assumption Agreement, concurrently with such Subsidiary becoming an obligor or a guarantor under the Acquired Company Acquisition Facility or the Existing Credit Agreement.

(b) From and after the Effective Date, the Company will not cause or permit any of its Subsidiaries (other than a Securitization Subsidiary or an Obligor), directly or indirectly, to guarantee any Capital Markets Debt or unsecured Credit Facility (other than Standard Securitization Undertakings in connection with a Qualified Securitization Financing) of the Company or any other Obligor (other than the Acquired Company or any of its subsidiaries) unless such Subsidiary, within five Business Days of the date on which it guarantees Capital Markets Debt or an unsecured Credit Facility of the Company or any other Obligor (other than the Acquired Company or any of its subsidiaries), executes and delivers to the Administrative Agent a Guarantee Assumption Agreement.

Section 8.19. Other Revolving Facilities. Neither the Company nor any of its Subsidiaries shall enter into, incur or permit to exist any agreement or other arrangement in respect of any revolving credit facility, including the Existing Credit Agreement, that requires the Borrower to draw Committed Loans prior to incurring Indebtedness (or to draw Committed Loans on a non-pro rata basis with such incurrence) under such other revolving credit facility or that prohibits the Borrower from repaying or prepaying Committed Loans (or requires that such Committed Loans be repaid on a non-pro rata basis) prior to repaying or prepaying Indebtedness under such other revolving credit facility.

Section 8.20. Subsidiary Guarantors. In each case to the extent such Person is not a party to this Agreement on the date hereof, the Company will cause any Subsidiary that is required under Section 8.18 or Section 9.3.3 to become a Subsidiary Guarantor to (i) become a "Subsidiary Guarantor" hereunder pursuant to a Guarantee Assumption Agreement and (ii) deliver such proof of corporate action, incumbency of officers, opinions of counsel and other documents as is consistent with those delivered by each Obligor pursuant to Section 9 on the Effective Date.

SECTION 9. CONDITIONS TO LENDING.

Section 9.1. Conditions Precedent to All Committed Loans. Each Lender's obligation to make each Committed Loan on the date of original borrowing thereof is subject to the following conditions precedent:

9.1.1 No Default. (a) No Event of Default or Unmatured Event of Default has occurred and is continuing or will result from the making of such Committed Loan, (b) the representations and warranties contained in Section 7 are true and correct in all

material respects as of the date of such requested Committed Loan, with the same effect as though made on the date of such Committed Loan, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date (it being understood that each request for a Committed Loan shall automatically constitute a representation and warranty by the Company that, as at the requested date of such Committed Loan, (x) all conditions under this Section 9.1.1 shall be satisfied and (y) after the making of such Committed Loan the aggregate principal amount of all outstanding Committed Loans will not exceed the Aggregate Commitment).

9.1.2 Documents. The Agent shall have received (a) a certificate signed by an Authorized Officer of the Company as to compliance with Section 9.1.1, which requirement shall be deemed satisfied by the submission of a properly completed Committed Loan Request and (b) a Committed Loan Request substantially in the form of Exhibit A hereto.

Section 9.2. Conditions to Effectiveness. This Agreement, other than the obligations of each Lender hereunder to make Committed Loans pursuant to its Commitment, shall become effective on the date on which each of the following conditions precedent shall have been satisfied or, to the extent not so satisfied, waived in writing by the Required Lenders (the "Effective Date"):

9.2.1 Revolving Credit Agreement. The Agent shall have received this Agreement duly executed and delivered by each of the Lenders and the Company and each of the Lenders shall have received a fully executed Committed Note, if such Committed Note is requested by any Lender pursuant to Section 11.11.

9.2.2 Evidence of Corporate Action. The Agent shall have received certified copies of all corporate or similar actions taken by each Obligor to authorize this Agreement and the Committed Notes.

9.2.3 Incumbency and Signatures. The Agent shall have received a certificate of the Secretary or an Assistant Secretary or a director of each Obligor certifying the names of the officer or officers or director or directors of such Obligor authorized to sign this Agreement, the Committed Notes and the other documents provided for in this Agreement to be executed by such Obligor, together with a sample of the true signature of each such officer or director (it being understood that the Agent and each Lender may conclusively rely on such certificate until formally advised by a like certificate of any changes therein).

9.2.4 Good Standing Certificates. To the extent made available in the relevant jurisdiction, the Agent shall have received such good standing certificates of state officials (or analogous documents or certificates relating to valid existence and good standing) with respect to the incorporation or organization of each Obligor.

9.2.5 Opinions of Company Counsel. The Agent shall have received favorable written opinions of (i) Cravath, Swaine & Moore LLP, special New York counsel for the Obligors, (ii) McCann FitzGerald, special Irish counsel to the Company, and (iii) NautaDutilh N.V., special Dutch counsel to the Company, in form satisfactory to the Administrative Agent.

9.2.6 Notice of Effective Date. The Agent shall promptly notify the Company and the Lenders of the occurrence of the Effective Date, and such notice shall be conclusive and binding.

Section 9.3. Conditions to the Availability of Commitments. The obligations of each Lender hereunder to make Committed Loans pursuant to its Commitment shall not become available until the date on which each of the following conditions precedent shall have been satisfied or, to the extent not so satisfied, waived in writing by the Required Lenders (the "Closing Date"):

9.3.1 Fees. The Agent shall have received for the account of the Lenders the upfront fees payable on the Closing Date pursuant to Section 3.5 hereof.

9.3.2 Share Purchase Agreement. The Completion (as defined in the Share Purchase Agreement) shall have occurred.

9.3.3 Acquired Company Guarantee. The Acquired Company, the Financing Trust, if any, and any direct or indirect Subsidiary of the Financing Trust (or if no Financing Trust exists, of the Borrower) of which the Acquired Company is a direct or indirect Subsidiary shall have entered into and delivered to the Administrative Agent a Guarantee Assumption Agreement and shall have delivered such proof of corporate action, incumbency of officers, opinions of counsel and other documents as is substantially consistent with those delivered by each Obligor pursuant to Section 9 on the Effective Date.

9.3.4 Notice of Closing Date. The Agent shall promptly notify the Company and the Lenders of the occurrence of the Closing Date, and such notice shall be conclusive and binding.

SECTION 10. EVENTS OF DEFAULT AND THEIR EFFECT.

Section 10.1. Events of Default. Each of the following shall constitute an Event of Default under this Agreement:

10.1.1 Non-Payment of the Committed Loans, etc. Default in the payment when due of any principal of any Committed Loan or default and continuance thereof for three Business Days in the payment when due of any interest on any Committed Loan, any fees or any other amounts payable by the Company hereunder.

10.1.2 Non-Payment of Other Indebtedness for Borrowed Money. (a) Default in the payment when due (subject to any applicable grace period), whether by acceleration or otherwise, of any principal of, interest on or fees incurred in connection with any other

Indebtedness of, or Guaranteed by, the Company or any Significant Subsidiary beyond the period of grace, if any, provided in the instrument or agreement pursuant to which such Indebtedness was created (except (i) any such Indebtedness of any Subsidiary to the Company or to any other Subsidiary and (ii) any Indebtedness hereunder) or (b) default in the performance or observance of any obligation or condition with respect to any such other Indebtedness or (other than in respect of any Indebtedness secured by Liens over Aircraft Assets or the Equity Interests of a Subsidiary owning Aircraft Assets) any other event shall occur, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, (with or without the giving of notice, the lapse of time or both but in each case after any applicable period of grace, if any, shall have lapsed) such Indebtedness to become due prior to its stated maturity or the obligations under such Guarantee to become payable, provided, however, that the aggregate principal amount of all Indebtedness as to which there has occurred any default as described in clause (a) or (b) above shall equal or exceed $50,000,000; provided further however, that clause (b) above shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness.

10.1.3 Bankruptcy, Insolvency, etc. The Company or any Significant Subsidiary becomes insolvent (which term shall include any form of creditor protection and moratorium including bankruptcy (*faillissement*) and suspension of payments (*surseance van betaling*) under the laws of the Netherlands) or generally fails to pay, or admits in writing its inability or refusal to pay, debts as they become due; or the Company or any Significant Subsidiary applies for, consents to, or acquiesces in the appointment of a trustee, liquidator, examiner, receiver or other custodian (including a "curator" in an insolvency under Dutch law and a "bewindvoerder" in a suspension of payment (*surseance van betaling*) under Dutch law) for the Company or such Significant Subsidiary or a material portion of the property thereof, or makes a general assignment for the benefit of creditors; or, in the absence of such application, consent or acquiescence, a trustee, liquidator, examiner, receiver or other custodian is appointed for the Company or any Significant Subsidiary or for a substantial part of the property of any thereof and is not discharged within 60 days; or any warrant of attachment or similar legal process is issued against any substantial part of the property of the Company or any of its Significant Subsidiaries which is not released within 60 days of service; or any bankruptcy, examinership, receivership, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding (except the voluntary dissolution, not under any bankruptcy or insolvency law, of a Significant Subsidiary), is commenced in respect of the Company or any Significant Subsidiary, and, if such case or proceeding is not commenced by the Company or such Significant Subsidiary it is consented to or acquiesced in by the Company or such Significant Subsidiary or remains for 60 days undismissed; or the Company or any Significant Subsidiary takes any corporate action to authorize, or in furtherance of, any of the foregoing.

10.1.4 Non-Compliance with this Agreement.

(a) Failure by the Company to comply with or to perform any of the Company's covenants in Sections 8.1.4(i), Sections 8.9 through 8.16, Section 8.18 and Section 8.19.

(b) Failure by the Company to comply with or to perform any of the Company's covenants herein or any other provision of this Agreement (and not constituting an Event of Default under any of the other provisions of this Section 10.1) and continuance of such failure for 30 days (or, if the Company failed to give notice of such noncompliance or nonperformance pursuant to Section 8.1.4 within one Business Day after obtaining actual knowledge thereof, 30 days less the number of days elapsed between the date the Company obtained such actual knowledge and the date the Company gives the notice pursuant to Section 8.1.4, but in no event less than one Business Day) after notice thereof to the Company from the Agent, any Lender, or the holder of any Note.

10.1.5 Representations and Warranties. Any representation or warranty made by the Company herein is untrue or misleading in any material respect when made or deemed made; or any schedule, statement, report, notice, or other writing furnished by the Company to the Agent or any Lender is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified; or any certification made or deemed made by the Company to the Agent or any Lender is untrue or misleading in any material respect on or as of the date made or deemed made.

10.1.6 Employee Benefit Plans. Any ERISA Event shall have occurred with respect to any Plan or any Foreign Benefit Event shall have occurred with respect to a Foreign Plan that would reasonably be expected to result in a Material Adverse Effect.

10.1.7 Judgments. There shall be entered against the Company or any Subsidiary one or more judgments or decrees in excess of $50,000,000 in the aggregate at any one time outstanding for the Company and all Subsidiaries and all such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within 60 days from the entry thereof, excluding those judgments or decrees for and to the extent to which the Company or any Subsidiary (i) is insured and with respect to which the insurer has not denied coverage in writing or (ii) is otherwise indemnified if the terms of such indemnification are satisfactory to the Required Lenders.

10.1.8 Change of Control. A Change of Control shall have occurred.

Section 10.2. Effect of Event of Default. If any Event of Default described in Section 10.1.3 shall occur, the Commitments (if they have not theretofore terminated) shall immediately terminate and all Committed Loans and all interest and other amounts due hereunder shall become immediately due and payable, all without presentment, demand or notice of any kind; and, in the case of any other Event of Default, the Agent may, and upon written request of the Required Lenders shall, declare the Commitments (if they have not theretofore terminated) to be terminated and all Committed Loans and all interest and other amounts due hereunder to be due and payable, whereupon the Commitments (if they have not theretofore terminated) shall immediately terminate and all Committed Loans and all interest and

other amounts due hereunder shall become immediately due and payable, all without presentment, demand or notice of any kind. The Agent shall promptly advise the Company and each Lender of any such declaration, but failure to do so shall not impair the effect of such declaration.

SECTION 11. THE AGENT.

Section 11.1. Authorization and Authority. Each Lender hereby irrevocably appoints AIG to act on its behalf as the Agent hereunder and under the Committed Notes and authorizes the Agent to take such actions on its behalf and to exercise such powers as are delegated to the Agent by the terms hereof, together with such actions and powers as are reasonably incidental thereto. Subject to the provisions of Section 11.4, the Agent will take such action permitted by any agreement delivered in connection with this Agreement as may be requested in writing by the Required Lenders or if required under Section 12.1, all of the Lenders. Other than as expressly set forth herein, the Agent shall promptly remit in immediately available funds to each Lender its share of all payments received by the Agent for the account of such Lender, and shall promptly transmit to each Lender (or share with each Lender the contents of) each notice it receives from the Company pursuant to this Agreement. Other than Section 11.9, the provisions of this Section 11 are solely for the benefit of the Agent and the Lenders, and the Company shall have no rights as a third party beneficiary of any of such provisions.

Section 11.2. Agent Individually. (a) The Person serving as the Agent, if a Lender hereunder, shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Company or any Subsidiary or other Affiliate thereof as if such Person were not the Agent hereunder and without any duty to account therefor to the Lenders.

(b) Each Lender understands that the Person serving as Agent, acting in its individual capacity, and its Affiliates (collectively, the "Agent's Group") are engaged in a wide range of financial services and businesses (including investment management, financing, securities trading, corporate and investment banking and research) (such services and businesses are collectively referred to in this Section 11.2 as "Activities") and may engage in the Activities with or on behalf of the Company or its Affiliates and may indirectly hold equity interests in the Company. Furthermore, the Agent's Group may, in undertaking the Activities, engage in trading in financial products or undertake other investment businesses for its own account or on behalf of others (including the Company and its Affiliates and including holding, for its own account or on behalf of others, equity, debt and similar positions in the Company or its Affiliates), including trading in or holding long, short or derivative positions in securities, loans or other financial products of one or more of the Company and its Affiliates. Each Lender understands and agrees that in engaging in the Activities or in its capacity as equity holder, the Agent's Group may receive or otherwise obtain information concerning the Company and its Affiliates (including information concerning the ability of the Company to perform its obligations hereunder) which information may not be available to any of the Lenders that are not members of the Agent's

Group. None of the Agent nor any member of the Agent's Group shall have any duty to disclose to any Lender or use on behalf of the Lenders, and shall not be liable for the failure to so disclose or use, any information whatsoever about or derived from the Activities, its capacity as equity holder or otherwise (including any information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of the Company) or to account for any revenue or profits obtained in connection with the Activities or its capacity as equity holder except that the Agent shall deliver or otherwise make available to each Lender such documents as are expressly required by this Agreement to be transmitted by the Agent to the Lenders.

(c) Each Lender further understands that there may be situations where members of the Agent's Group or their respective customers (including the Company and its Affiliates) either now have or may in the future have interests or take actions that may conflict with the interests of any one or more of the Lenders (including the interests of the Lenders hereunder). Each Lender agrees that no member of the Agent's Group is or shall be required to restrict its activities as a result of the Person serving as Agent being a member of the Agent's Group, and that each member of the Agent's Group may undertake any Activities without further consultation with or notification to any Lender. None of (i) this Agreement, (ii) the receipt by the Agent's Group of information (including "Information" as defined in Section 12.6) concerning the Company or its Affiliates (including information concerning the ability of the Company to perform its obligations hereunder) nor (iii) any other matter shall give rise to any fiduciary, equitable or contractual (other than the administrative duties of the Agent expressly provided hereunder) duties (including any duty of trust or confidence) owing by the Agent or any member of the Agent's Group to any Lender including any such duty that would prevent or restrict the Agent's Group from acting on behalf of customers (including the Company or its Affiliates) or for its own account.

Section 11.3. Indemnification. The Lenders agree to indemnify the Agent in its capacity as such (to the extent not reimbursed by the Company and without releasing the Company from its obligation to do so, to the extent applicable), ratably according to their respective Percentages (determined at the time such indemnity is sought), from and against any and all actions, causes of action, suits, losses, liabilities, damages and expenses which may at any time (including at any time following the repayment of the Committed Loans) be imposed on, incurred by or asserted against the Agent in any way relating to or arising out of this Agreement, or any documents contemplated by or referred to herein or the transactions contemplated hereby or any action taken or omitted by the Agent under or in connection with any of the foregoing; provided, that, no Lender shall be liable for the payment to the Agent of any portion of such actions, causes of action, suits, losses, liabilities, damages and expenses resulting from the Agent's or its employees' or agents' gross negligence or willful misconduct. Without limiting the foregoing, subject to Section 12.5 each Lender agrees to reimburse the Agent promptly upon demand for its ratable share (determined at the time such reimbursement is sought) of any out-of-pocket expenses (including reasonable counsel fees) incurred by the Agent in such capacity in connection with the preparation, execution or enforcement of, or legal advice in respect of rights or responsibilities under, this Agreement or any amendments or supplements hereto or thereto to the extent that the Agent is not reimbursed for such expenses by the Company. All obligations provided for in this Section 11.3 shall survive repayment of the Committed Loans, cancellation of the Committed Notes or any termination of this Agreement.

Section 11.4. Action on Instructions of the Required Lenders. As to any matters not expressly provided for by this Agreement (including enforcement or collection of the Committed Loans), the Agent shall not be required to exercise any discretion or take any action, but the Agent shall in all cases be fully protected in acting or refraining from acting upon the written instructions from (i) the Required Lenders, except for instructions which under the express provisions hereof must be received by the Agent from all Lenders and (ii) in the case of such instructions, from all Lenders. In no event will the Agent be required to take any action which exposes the Agent to personal liability or which is contrary to this Agreement or applicable law. The relationship between the Agent and the Lenders is and shall be that of agent and principal only and nothing herein contained shall be construed to constitute the Agent a trustee for any holder of a Committed Loan or of a participation therein nor to impose on the Agent duties and obligations other than those expressly provided for herein.

Section 11.5. Payments. (a) The Agent shall be entitled to assume that each Lender has made its Committed Loan available in accordance with Section 2.2(c) unless such Lender notifies the Agent at its Notice Office prior to 11:00 a.m., New York City time, on the Funding Date for such Committed Loan that it does not intend to make such Committed Loan available, it being understood that no such notice shall relieve such Lender of any of its obligations under this Agreement. If the Agent makes any payment to the Borrower on the assumption that a Lender has made the proceeds of such Committed Loan available to the Agent but such Lender has not in fact made the proceeds of such Committed Loan available to the Agent, such Lender shall pay to the Agent on demand an amount equal to the amount of such Lender's Committed Loan, together with interest thereon for each day that elapses from and including such Funding Date to but excluding the Business Day on which the proceeds of such Lender's Committed Loan become immediately available to the Agent at its Payment Office prior to 12:00 Noon, New York City time, at the Federal Funds Rate for each such day, based upon a year of 360 days. A certificate of the Agent submitted to any Lender with respect to any amounts owing under this Section 11.5(a) shall be conclusive absent demonstrable error. Nothing in this paragraph (a) shall relieve any Lender of any obligation it may have hereunder to make any Committed Loan or prejudice any rights which the Borrower may have against any Lender as a result of any default by such Lender hereunder.

(b) The Agent shall be entitled to assume that the Borrower has made all payments due hereunder from the Borrower on the due date thereof unless it receives notification prior to any such due date from the Borrower that the Borrower does not intend to make any such payment, it being understood that no such notice shall relieve the Borrower of any of its obligations under this Agreement. If the Agent distributes any payment to a Lender hereunder in the belief that the Borrower has paid to the Agent the amount thereof but the Borrower has not in fact paid to the Agent such amount, such Lender shall pay to the Agent on demand (which shall be made by facsimile or personal delivery) an amount equal to the amount of the payment made by the Agent to such Lender, together with interest thereon for each day that elapses from and including the date on which the Agent made such payment to but excluding the Business Day on which the amount of such payment is returned to the Agent at its Payment Office in immediately available funds prior to 12:00 Noon, New York City time, at the Federal Funds Rate for each such day, based upon a year of 360 days. If the amount of such payment is not returned to the Agent in immediately available funds within three Business Days after demand by the Agent, such Lender shall pay to the Agent on demand an amount calculated in the manner specified in

the preceding sentence after substituting the term "Base Rate" for the term "Federal Funds Rate". A certificate of the Agent submitted to any Lender with respect to amounts owing under this Section 11.5(b) shall be conclusive absent demonstrable error.

Section 11.6. Duties of Agent; Exculpatory Provisions. (a) The Agent's duties hereunder are solely ministerial and administrative in nature and the Agent shall not have any duties or obligations except those expressly set forth herein. Without limiting the generality of the foregoing, the Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, but shall be required to act or refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the written direction of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein), provided, that, the Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Agent or any of its Affiliates to liability or that is contrary to this Agreement or applicable law.

(b) The Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 12.1, 11.1 or 10.1) or (ii) in the absence of its own gross negligence, bad faith or willful misconduct. The Agent shall be deemed not to have knowledge of any Unmatured Event of Default or Event of Default or the event or events that give or may give rise to any Unmatured Event of Default or Event of Default unless and until the Company or any Lender shall have given notice to the Agent describing such Event of Default and such event or events.

(c) Neither the Agent nor any member of the Agent's Group shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty, representation or other information made or supplied by or on behalf of the Company or any of its Subsidiaries in or in connection with this Agreement, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith or the adequacy, accuracy and/or completeness of the information contained therein, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Unmatured Event of Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement or any other agreement, instrument or document or the perfection or priority of any Lien or security interest created or purported to be created hereby or (v) the satisfaction of any condition set forth in Section 9 or elsewhere herein, other than (but subject to the foregoing clause (ii)) to confirm receipt of items expressly required to be delivered to the Agent.

(d) Nothing in this Agreement shall require the Agent or any of its Related Parties to carry out any "know your customer" or other checks in relation to any person on behalf of any Lender and each Lender confirms to the Agent that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent or any of its Related Parties.

Section 11.7. Reliance by Agent. The Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent,

statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and correct and to have been signed, sent or otherwise authenticated by the proper Person or Persons. The Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Committed Loan, that by its terms must be fulfilled to the satisfaction of a Lender, the Agent may presume that such condition is satisfactory to such Lender unless an officer of the Agent responsible for the transactions contemplated hereby shall have received notice to the contrary from such Lender prior to the making of such Committed Loan, and such Lender shall not have made available to the Agent such Lender's ratable portion of the applicable Committed Loan. The Agent may consult with legal counsel (who may be counsel for the Company), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Section 11.8. Delegation of Duties. The Agent may perform any and all of its duties and exercise its rights and powers hereunder by or through any one or more sub agents appointed by the Agent. The Agent and any such sub agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. Each such sub agent and the Related Parties of the Agent and each such sub agent shall be entitled to the benefits of all provisions of this Section 11 and Section 12.5 and subject to the duties and obligations of the Agent under the Agreement (as though such sub-agents were the "Agent" hereunder) as if set forth in full herein with respect thereto. The Agent shall not be responsible for the negligence or misconduct of any sub-agent that it selects in the absence of gross negligence, bad faith or willful misconduct.

Section 11.9. Resignation of Agent. The Agent may resign as Agent upon 30 days' notice to the Lenders and the Company. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Company, to appoint a successor reasonably acceptable to the Company (such consent of the Company not to be unreasonably withheld or delayed) from among the Lenders. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation (such 30-day period, the "Lender Appointment Period"), then the retiring Agent may on behalf of the Lenders, appoint a successor Agent meeting the qualifications set forth above. In addition and without any obligation on the part of the retiring Agent to appoint, on behalf of the Lenders, a successor Agent, the retiring Agent may at any time upon or after the end of the Lender Appointment Period notify the Company and the Lenders that no qualifying Person has accepted appointment as successor Agent and the effective date of such retiring Agent's resignation. Upon the resignation effective date established in such notice and regardless of whether a successor Agent has been appointed and accepted such appointment, the retiring Agent's resignation shall nonetheless become effective and (i) the retiring Agent shall be discharged from its duties and obligations as Agent hereunder (other than with respect to its own gross negligence, bad faith or willful misconduct concerning any actions taken or omitted to be taken by it while it was Agent under this Agreement) and (ii) all payments, communications and determinations provided to be made by, to or through the Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Agent as provided for above in this paragraph. Upon

the acceptance of a successor's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties as Agent of the retiring (or retired) Agent, and the retiring Agent shall be discharged from all of its duties and obligations as Agent hereunder (if not already discharged therefrom as provided above in this paragraph). The fees payable by the Company to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Company and such successor. After any retiring Agent's resignation hereunder as Agent, the provisions of this Section 11 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement.

Section 11.10. Non-Reliance on Agent and Other Lenders. (a) Each Lender confirms to the Agent, each other Lender and each of their respective Related Parties that it (i) possesses (individually or through its Related Parties) such knowledge and experience in financial and business matters that it is capable, without reliance on the Agent, any other Lender or any of their respective Related Parties, of evaluating the merits and risks (including tax, legal, regulatory, credit, accounting and other financial matters) of (x) entering into this Agreement, (y) making Committed Loans and other extensions of credit hereunder and (z) in taking or not taking actions hereunder and thereunder, (ii) is financially able to bear such risks and (iii) has determined that entering into this Agreement and making Committed Loans and other extensions of credit hereunder is suitable and appropriate for it.

(b) Each Lender acknowledges that (i) it is solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with this Agreement, (ii) that it has, independently and without reliance upon the Agent, any other Lender or any of their respective Related Parties, made its own appraisal and investigation of all risks associated with, and its own credit analysis and decision to enter into, this Agreement based on such documents and information, as it has deemed appropriate and (iii) it will, independently and without reliance upon the Agent, any other Lender or any of their respective Related Parties, continue to be solely responsible for making its own appraisal and investigation of all risks arising under or in connection with, and its own credit analysis and decision to take or not take action under, this Agreement based on such documents and information as it shall from time to time deem appropriate, which may include, in each case:

(i) the financial condition, status and capitalization of the Company;

(ii) the legality, validity, effectiveness, adequacy or enforceability of this Agreement and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with this Agreement;

(iii) determining compliance or non-compliance with any condition hereunder to the making of a Committed Loan and the form and substance of all evidence delivered in connection with establishing the satisfaction of each such condition;

(iv) the adequacy, accuracy and/or completeness of the Information Memorandum and any other information delivered by the Agent, any other Lender or by any of their respective Related Parties under or in connection with this Agreement, the transactions contemplated hereby and thereby or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with this Agreement.

Section 11.11. The Register; the Committed Notes.

(a) The Agent, acting on behalf of the Borrower, shall maintain at the Payment Office a register for the inscription of the names and addresses of Lenders and the Commitments and Committed Loans of, and principal amounts and interest owing to, each Lender from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Lenders, and the Agent may treat each Person whose name is inscribed in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Company, the Borrower, the Agent, or any Lender at any reasonable time and from time to time upon reasonable prior notice.

(b) The Agent shall inscribe in the Register the Commitments and the Committed Loans from time to time of each Lender, the amount of each Lender's participation in outstanding Committed Loans and each repayment or prepayment in respect of the principal amount of the Committed Loans of each Lender, the principal and other amounts owing from time to time by the Borrower in respect of each Committed Loan to each Lender of such Committed Loans and the dates on which the Loan Period for each such Committed Loan shall begin and end. Any such inscription shall be conclusive and binding on the Borrower and each Lender, absent manifest or demonstrable error; provided, that, failure to make any such inscription, or any error in such inscription, shall not affect any of the Borrower's obligations in respect of the applicable Committed Loans; and provided further, that, in such case, the Borrower and the Agent shall be entitled to continue to deal solely and directly with the Lender inscribed in the Register with respect to such Committed Loans.

(c) Each Lender shall record on its internal records the amount of each Committed Loan made by it and each payment in respect thereof; provided, that, in the event of any inconsistency between the Register and any Lender's records, the inscriptions in the Register shall govern, absent manifest or demonstrable error.

(d) If so requested by any Lender by written notice to the Company (with a copy to Agent) at least two Business Days prior to the Closing Date or at any time thereafter, the Borrower shall execute and deliver to such Lender (and/or, if so specified in such notice, any Person who is an assignee of such Lender pursuant to Section 12.4.1 hereof) promptly after receipt of such notice, a Committed Note substantially in the form of Exhibit B hereto.

SECTION 12. GENERAL.

Section 12.1. Waiver; Amendments. No delay on the part of the Agent, any Lender, or the holder of any Committed Loan in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise by any of them of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement or the Committed Notes shall in any event be effective unless the same shall be in writing and signed and delivered by the Obligors (or, in the case of the

Committed Notes, the Borrower), the Agent and by the Non-Defaulting Lenders having an aggregate Percentage of not less than the aggregate Percentage expressly designated herein with respect thereto or, in the absence of such designation as to any provision of this Agreement or the Committed Notes, by the Required Lenders, and then any amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No amendment, modification, waiver or consent (i) shall change the definition of "Required Lenders" or "Percentage" in Section 1, amend, waive, change or otherwise modify the terms of Section 3.6, Section 5.2(a), Section 10.1.1, or this Section 12.1 or otherwise change the aggregate Percentage required to effect an amendment, modification, waiver or consent without the written consent of the Obligors and all Non-Defaulting Lenders, (ii) shall modify or waive any of the conditions precedent specified in Section 9.1 for the making of any Committed Loan without the written consent of the Obligors and the Lender which is to make such Committed Loan or (iii) shall (other than in accordance with Section 12.9(a)) extend the scheduled maturity, increase the amount of, or reduce the principal amount of, or rate of interest on, reduce or waive any fee hereunder or extend the due date for or waive any amount payable under, any Commitment or Committed Loan without the written consent of the Obligors and the applicable Lender holding the Commitment or Committed Loan adversely affected thereby. No provisions of Section 12 or any provision herein affecting the rights and duties of the Agent in its capacity as such shall be amended, modified or waived without the Agent's written consent.

Section 12.2. Notices.

(a) Subject to paragraphs (b) through (f) of this Section 12.2, all notices, requests and demands to or upon the respective parties hereto to be effective shall be either (x) in writing (including by telecopy, encrypted or unencrypted) or (y) as and to the extent set forth in Section 12.2(b) and in the proviso to this Section 12.2(a) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered or, in the case of telecopy or e-mail notice, when received, addressed to the Borrower, the Agent or such Lender (or other holder) at its address shown across from its name on Schedule II hereto or at such other address as it may, by written notice received by the other parties to this Agreement, have designated as its address for such purpose; provided, that any notice, request or demand to or upon the Agent or the Lenders pursuant to Sections 2.2(a) or 4.2 shall not be effective until received.

(b) Each Obligor hereby agrees that, unless otherwise requested by the Agent, it will provide to the Agent all information, documents and other materials that it is obligated to furnish to the Agent pursuant to this Agreement, including all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication that (i) relates to a request for a new, or a conversion of an existing, borrowing or other extension of credit (including any election of an interest rate or interest period relating thereto), (ii) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (iii) provides notice of any Unmatured Event of Default or Event of Default under this Agreement, (iv) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement and/or any borrowing or other extension of credit hereunder or (v) initiates or responds to legal process (all such non-excluded information being referred to herein collectively as the "Communications") by transmitting the Communications in an electronic/soft medium (with such Communications to contain any

required signatures) in a format acceptable to the Agent to jeffrey.lanning@aig.com; craig.leslie@aig.com; and monika.machon@aig.com (or such other e-mail address or addresses designated by the Agent from time to time); provided, that, if requested in writing by any Lender, the Company will provide to such Lender a hard copy of its financial statements required to be provided hereunder.

(c) Each party hereto agrees that the Agent may make the Communications available to the Lenders by posting the Communications on DebtDomain or another relevant website, if any, to which each Lender and the Agent have access (whether a commercial, third-party website or whether sponsored by the Agent) (the "Platform"). Nothing in this Section 12.2 shall prejudice the right of the Agent to make the Communications available to the Lenders in any other manner specified in this Agreement.

(d) The Company hereby acknowledges that certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Company or its securities) (each, a "Public Lender"). The Company hereby agrees that (i) Communications that are to be made available on the Platform to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof, (ii) by marking Communications "PUBLIC," the Company shall be deemed to have authorized the Agent and the Lenders to treat such Communications as either publicly available information or not material information (although it may be sensitive and proprietary) with respect to the Company or its securities for purposes of United States Federal and state securities laws, (iii) all Communications marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Lender," and (iv) the Agent shall be entitled to treat any Communications that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Lender."

(e) Each Lender agrees that e-mail notice to it (at the address provided pursuant to the next sentence and deemed delivered as provided in the next paragraph) specifying that Communications have been posted to the Platform shall constitute effective delivery of such Communications to such Lender for purposes of this Agreement. Each Lender agrees (i) to notify the Agent in writing (including by electronic communication) from time to time to ensure that the Agent has on record an effective e-mail address for such Lender to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such e-mail address.

(f) Each party hereto acknowledges that (i) the distribution of material through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution, (ii) the Platform is provided "as is" and "as available," (iii) none of the Agent, its affiliates nor any of their respective officers, directors, employees, agents, advisors or representatives (collectively, the "Agent Parties") warrants the adequacy, accuracy or completeness of the Communications or the Platform, and each Agent Party expressly disclaims liability for errors or omissions in any Communications or the Platform, and (iv) no warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third party rights or freedom from viruses or other code defects, is made by any Agent Party in connection with any Communications or the Platform.

Section 12.3. Computations.

(a) Subject to Section 12.3(b), where the character or amount of any asset or liability or item of income or expense is required to be determined, or any consolidation or other accounting computation is required to be made, for the purpose of this Agreement, such determination or calculation shall, at any time and to the extent applicable and except as otherwise specified in this Agreement, be made in accordance with GAAP. If (i) at any time any material change in GAAP or (ii) on the Closing Date any "End of Lease Assets" are reclassified as goodwill on such date, and in each case the application thereof or such reclassification would affect the computation or interpretation of any financial ratio, requirement or other provision set forth in this Agreement, and either the Company or the Agent shall so request, the Agent and the Company shall negotiate in good faith to amend such ratio, requirement or other provision to preserve the original intent thereof in light of such change in GAAP or the application thereof or such reclassification; provided that, until so amended, (A) such ratio, requirement or other provision shall continue to be computed or interpreted in accordance with GAAP or the application thereof prior to such change therein or such reclassification and (B) in the case of any relevant calculation, the Company shall provide to the Agent and the Lenders a written unaudited reconciliation in form and substance reasonably satisfactory to the Agent, between calculations of such ratio, requirement or other provision made before and after giving effect to such change in GAAP or the application thereof or such reclassification.

(b) Notwithstanding the foregoing or any other provision of this Agreement, the adoption or issuance of any accounting standards after the Effective Date will not cause any rental obligation that was not or would not have been Capitalized Rentals prior to such adoption or issuance to be deemed Capitalized Rentals.

(c) In the event that (i) any accounting standard that is adopted or issued after the Effective Date would, but for the provisions of Section 12.3(b), cause any rental obligation that was not or would not have been Capitalized Rentals prior to such adoption or issuance to be deemed Capitalized Rentals and (ii) the effect of Section 12.3(b) shall materially impact the calculation of the financial covenants in this Agreement, then the Company thereafter shall provide, at the time of delivery of financial statements pursuant to Sections 8.1.1 and 8.1.2, to the Administrative Agent and the Lenders financial statements and other documents required or as reasonably requested under this Agreement to, as applicable, provide an unaudited estimated reconciliation of such financial covenant at the close of each quarterly period with respect to the treatment of Capitalized Leases and Capitalized Rentals, calculated using GAAP as in effect before such adoption or issuance and GAAP as in effect after such adoption or issuance.

Section 12.4. Assignments; Participations. Each Lender may assign, or sell participations in, its Committed Loans and its Commitment to one or more other Persons in accordance with this Section 12.4 (and, subject to compliance by the applicable Lender with Section 12.6, the Company consents to the disclosure of any information obtained by any Lender in connection herewith to any actual or prospective Assignee or Participant).

12.4.1 Assignments. Any Lender may with the written consents of the Company and the Agent (which consents will not be unreasonably withheld or delayed) at any time assign and delegate to one or more Eligible Assignees (any Person to whom an assignment and delegation is made being herein called an "Assignee") all or any fraction of such Lender's Committed Loans and Commitment; each such assignment of a Lender's Commitment shall be in the minimum amount of $10,000,000 or in integral multiples of $1,000,000 in excess thereof; provided that no such consent from the Company shall be required in the case of (i) an assignment to a Permitted AIG Affiliate that is, at such time, an Affiliate of AIG or (ii) an assignment of outstanding Committed Loans (but not Commitments) to an Eligible Assignee that is an Affiliate of AIG; provided, further, that, any such Assignee will comply, if applicable, with the provisions contained in Section 5.4; provided, further, the Company may withhold consent to the assignment of any Lender's Committed Loans and Commitment to an Assignee for whom it is illegal to make a LIBOR Rate Loan described in Section 12.9(b)(iii) or that the Borrower would be required to compensate for any withholding or deductions described in clauses (i) or (ii) of Section 12.9(b) that are in excess of any such withholding or deductions the Borrower would be required to compensate to such assigning Lender, and any such withholding of consent by the Company is and hereby will be deemed to be reasonable; provided, further, that the Borrower and the Agent shall be entitled to continue to deal solely and directly with such assigning Lender in connection with the interests so assigned and delegated to an Assignee until such assigning Lender and/or such Assignee shall have; and provided, further, that in the event the Company is assigned any Committed Loans or Commitments hereunder, the Company's vote in its capacity as a Lender on account of such Committed Loans or Commitments on any amendment, modification or waiver of, or consent with respect to, any provision of this Agreement pursuant to which the Lenders have voting rights hereunder shall be deemed to be voted in favor and/or against approval in direct proportion to the votes of the other Lenders that have voted in favor and/or against approval of such matter:

(i) given written notice of such assignment and delegation, together with payment instructions, addresses and related information with respect to such Assignee, substantially in the form of Exhibit D, to the Company and the Agent;

(ii) provided evidence satisfactory to the Company and the Agent that, as of the date of such assignment and delegation the Obligors will not be required to pay any costs, fees, taxes or other amounts of any kind or nature (including under Section 12.5) with respect to the interest assigned in excess of those payable by the Obligors with respect to such interest prior to such assignment;

(iii) paid to the Agent for the account of the Agent a processing fee of $3,500; and

(iv) provided to the Agent evidence reasonably satisfactory to the Agent that the assigning Lender has complied with the provisions of Section 11.10.

Upon receipt of the foregoing items and the consents of the Company and the Agent, and subject to the acceptance and recordation of the assignment by the Agent pursuant to Section 11.11, (x) the Assignee shall be deemed automatically to have become a party hereto and, to the extent

that rights and obligations hereunder have been assigned and delegated to such Assignee, such Assignee shall have the rights and obligations of a Lender hereunder and under the other instruments and documents executed in connection herewith and (y) the assigning Lender, to the extent that rights and obligations hereunder have been assigned and delegated by it, shall be released from its obligations hereunder, except as specified in the last sentence of Section 12.6. The Agent may from time to time (and upon the request of the Company or any Lender after any change therein shall) distribute a revised Schedule I indicating any changes in the Lenders party hereto or the respective Percentages of such Lenders and update the Register. Within five Business Days after the Company's receipt of notice from the Agent of the effectiveness of any such assignment and delegation, if requested by the Assignee in accordance with Section 11.11, the Borrower shall execute and deliver to the Agent (for delivery to the relevant Assignee) new Committed Notes in favor of such Assignee and, if the assigning Lender has retained Committed Loans and a Commitment hereunder and if so requested by such Lender in accordance with Section 11.11, replacement Committed Notes in favor of the assigning Lender (such Committed Notes to be in exchange for, but not in payment of, the Committed Notes previously held by such assigning Lender). Each such Committed Note shall be dated the date of the predecessor Committed Notes. The assigning Lender shall promptly mark the predecessor Committed Notes, if any, "exchanged" and deliver them to the Borrower. Any attempted assignment and delegation not made in accordance with this Section 12.4.1 shall be null and void.

Notwithstanding any other provision set forth in this Agreement, any Lender may at any time create a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender to a Federal Reserve Lender in accordance with Regulation A of the Board of Governors of the Federal Reserve System or other similar central bank; provided, that, no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender party hereto.

The Company, each Lender, and each Assignee acknowledge and agree that after receipt by the Agent of the items and consents required by this Section 12.4.1 each Assignee shall be considered a Lender for all purposes of this Agreement (including Sections 5.4, 6.1, 6.4, 12.5 and 12.6) and by its acceptance of an assignment herein, each Assignee agrees to be bound by the provisions of this Agreement (including Section 5.4).

12.4.2 Participations. Any Lender may at any time without the consent of the Company sell to one or more Eligible Assignees (any such Eligible Assignee being herein called a "Participant") participating interests in any of its Committed Loans, its Commitment or any other interest of such Lender hereunder; provided, however, that

(a) no participation contemplated in this Section 12.4.2 shall relieve such Lender from its Commitment or its other obligations hereunder;

(b) such Lender shall remain solely responsible for the performance of its Commitment and such other obligations hereunder and such Lender shall retain the sole right and responsibility to enforce the obligations of the Obligors hereunder, including the right to approve any amendment, modification or waiver of any provision of this Agreement (subject to Section 12.4.2(d) below);

(c) the Borrower and the Agent shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement;

(d) no Participant, unless such Participant is an Affiliate of such Lender, or is itself a Lender, shall be entitled to require such Lender to take or refrain from taking any action hereunder, except that such Lender may agree with any Participant that such Lender will not, without such Participant's consent, take any actions of the type described in the third sentence of Section 12.1;

(e) no Obligor shall be required to pay any amount under Sections 3.1, 5.4 or 6.1 that is greater than the amount which such Obligor would have been required to pay had no participating interest been sold;

(f) no Participant may further participate any interest in any Committed Loan (and each participation agreement shall contain a restriction to such effect);

(g) to the extent permitted by applicable law, each Participant shall be considered a Lender for purposes of Section 5.4, Section 6.1, Section 6.4, Section 12.5 and Section 12.6 and by its acceptance of a participating interest in any Committed Loan, Commitment or any other interest of a Lender hereunder, each Participant agrees that it is bound by, and agrees to deliver all documentation required under, the provisions of Section 5.2(b) and Section 5.4 as if such Participant were a Lender (it being understood that the documentation required under Section 5.4 shall be delivered to the participating Lender); and

(h) such Lender shall have provided to the Agent evidence reasonably satisfactory to the Agent that such Lender has complied with the provisions of the last sentence of Section 11.6.

Any Lender (a "Granting Lender") may grant to a special purpose funding vehicle organized under the laws of the United States of America or any State thereof (a "SPV") of such Granting Lender, identified as such in writing from time to time by the Granting Lender to the Agent, the Company and the Borrower, the option to provide to the Borrower all or any part of its Committed Loans that such Granting Lender would otherwise be obligated to make to the Borrower pursuant to this Agreement; provided, that, (i) such SPV shall be deemed to be a Participant for purposes of this Section 12.4.2, (ii) nothing herein shall constitute a commitment by any SPV to make any Committed Loan, (iii) if a SPV elects not to exercise such option or otherwise fails to provide all or any part of such Committed Loan, the Granting Lender shall be obligated to make such Committed Loan pursuant to the terms hereof and (iv) the Company shall not be required to pay any amount under Sections 12.5 or 12.7 that is greater than the amount which the Company would have been required to pay had such SPV not provided the Borrower with any part of any Committed Loan of such Granting Lender. The making of a Committed Loan by a SPV hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Committed Loan were made by such Granting Lender. Each party hereto hereby agrees that no SPV shall be liable for any indemnity or similar payment obligation under this Agreement (any indemnity, liability or other payment obligation, including but not limited to

any tax liabilities that occur by reason of such funding by the SPV, shall remain the obligation of the Granting Lender). In furtherance of the foregoing, each party hereto agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior indebtedness of any SPV, it will not institute against, or join any other Person in instituting against, such SPV any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States or any State thereof. In addition, notwithstanding anything contrary contained in this Section 12.4.2, any SPV may (i) with notice to, but without the prior written consent of, the Company and the Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Committed Loans to the Granting Lender providing liquidity and/or credit support to or for the account of such SPV to support the funding or maintenance of Committed Loans and (ii) disclose on a confidential basis any non-public information relating to its Committed Loans to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such SPV. This paragraph may not be amended without the written consent of any SPV at the time holding all or any part of any Committed Loans under this Agreement (which consent shall not be unreasonably withheld or delayed).

Section 12.5. Costs, Expenses and Taxes. The Company agrees to pay on demand (a) all reasonable out-of-pocket costs and expenses of the Agent (including the reasonable fees and out-of-pocket expenses of a single counsel for the Agent (and of local counsel, if any, who may be retained by said counsel)), incurred after the Closing Date, in connection with the administration of, and any amendment to, this Agreement, the Committed Notes and all other instruments or documents provided for herein or delivered or to be delivered hereunder or in connection herewith (excluding costs and expenses incurred in connection with a restructuring contemplated in Section 8.17) and (b) all out-of-pocket costs and expenses (including reasonable attorneys' fees and legal expenses and allocated costs of staff counsel) incurred by the Agent and each Lender in connection with the enforcement of this Agreement, the Committed Notes or any such other instruments or documents. Each Lender agrees to reimburse the Agent for such Lender's pro rata share (based upon its respective Percentage determined at the time such reimbursement is sought) of any such costs or expenses incurred by the Agent on behalf of all the Lenders and not paid by the Company other than any fees and out-of-pocket expenses of counsel for the Agent which exceed the amount which the Company has agreed with the Agent to reimburse. In addition, without duplication of the provisions of Section 5.4, the Company agrees to pay, and to hold the Agent and the Lenders harmless from all liability for, any stamp, court or documentary, intangible, recording, filing or similar Taxes which may be payable in connection with the execution, delivery and enforcement of this Agreement, the borrowings hereunder, the issuance of the Committed Notes (if any) or the execution, delivery and enforcement of any other instruments or documents provided for herein or delivered or to be delivered hereunder or in connection herewith, except, in each case, any such Taxes that are Other Connection Taxes imposed with respect to an assignment or participation. All obligations provided for in this Section 12.5 shall survive repayment of the Committed Loans, cancellation of the Committed Notes or any termination of this Agreement.

Section 12.6. Confidentiality. Each of the Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective managers,

administrators, trustees, partners, directors, officers, employees, agents, advisors and other representatives (it being understood that (i) no disclosure of Information shall be made by the Agent or any Lender to an Affiliate and such Affiliate's respective managers, administrators, trustees, partners, directors, officers, employees, agents, advisors and other representatives if such Affiliate is a Disqualified Person and (ii) the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any Committed Note or any action or proceeding relating to this Agreement or any Committed Note or the enforcement of rights hereunder or thereunder, (f) subject to a confidentiality agreement with or other contractual, legal, or fiduciary obligation of confidentiality to the Company containing provisions substantially the same as those of this Section 12.6, to (i) any assignee of or participant in, or any prospective assignee of or participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective party (or its managers, administrators, trustees, partners, directors, officers, employees, agents, advisors and other representatives) to any swap or derivative or similar transaction under which payments are to be made by reference to the Company and its obligations, this Agreement or payments hereunder, (iii) any rating agency, or (iv) the CUSIP Service Bureau or any similar organization, (g) with the prior written consent of the Company or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section 12.6 or (y) becomes available to the Agent, any Lender or any of their respective Affiliates on a nonconfidential basis from a source other than the Company. With respect to any disclosure under Section 12.6(c), each of the Agent and the Lenders, as applicable, shall use commercially reasonable efforts to promptly notify the Company, to the extent legally permissible and practicable under the circumstances, so as to permit the Company to obtain a protective order as to such disclosure, and each of the Agent and the Lenders will reasonably cooperate (to the extent practicable and permitted by their respective then existing policies) with the Company for such purpose.

For purposes of this Section, "Information" means all information received from the Company or any of its Subsidiaries relating to the Company or any of its Subsidiaries or any of their respective businesses, other than any such information that is available to the Agent or any Lender on a nonconfidential basis prior to disclosure by the Company or any of its Subsidiaries, provided, that, in the case of information received from the Company or any of its Subsidiaries after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information. With respect to any Lender or Agent, the obligations of such Lender or Agent pursuant to this Section 12.6 shall terminate on the first anniversary of the earlier of the Termination Date and the date on which such Lender or Agent ceases to be a party hereto.

Section 12.7. Indemnification. In consideration of the execution and delivery of this Agreement by the Agent and the Lenders, but without duplication of the

provisions of Section 5.4, the Company hereby agrees to indemnify, exonerate and hold each of the Lenders, the Agent, the Affiliates of each of the Lenders and the Agent, and each of the officers, directors, employees and agents of the Lenders, the Agent and the Affiliates of each of the Lenders and the Agent (collectively herein called the "Lender Parties" and individually called a "Lender Party") free and harmless from and against any and all actions, causes of action, suits, losses, liabilities, damages and expenses, including reasonable attorneys' fees and disbursements (collectively herein called the "Indemnified Liabilities"), incurred by the Lender Parties or any of them after the Closing Date as a result of, or arising out of, or relating to (i) this Agreement, the Committed Notes (if any) or the Committed Loans or (ii) the direct or indirect use of proceeds of any of the Committed Loans or any credit extended hereunder, except for (x) any such Indemnified Liabilities arising on account of such Lender Party's gross negligence, bad faith or willful misconduct as determined by a court of competent jurisdiction in a final and nonappealable judgment and (y) to the extent such Indemnified Liabilities result from any dispute solely among Indemnified Parties other than any claims against Agent in its capacity or in fulfilling its role as Agent under this Agreement and other than any claims arising out of any act or omission on the part of the Company, and if and to the extent that the foregoing undertaking may be unenforceable for any reason, the Company hereby agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law. The Company agrees not to assert any claim against the Lender Parties on any theory of liability, for consequential, indirect, special or punitive damages arising out of or otherwise relating to this Agreement and the Committed Notes (if any) or any of the transactions contemplated hereby or thereby or the actual or proposed use of the proceeds of the Committed Loans. All obligations provided for in this Section 12.7 shall survive repayment of the Committed Loans, cancellation of the Committed Notes (if any) or any termination of this Agreement. This Section 12.7 shall not apply with respect to Taxes other than Taxes that represent losses, claims, damages or similar items arising from any non-Tax claim.

Section 12.8. Regulation U. Each Lender represents that it in good faith is not relying, either directly or indirectly, upon any margin stock (as such term is defined in Regulation U promulgated by the Board of Governors of the Federal Reserve System) as collateral security for the extension or maintenance by it of any credit provided for in this Agreement.

Section 12.9. Extension of Termination Dates; Removal of Lenders; Substitution of Lenders. (a) Not more than 60 days nor less than 30 days prior to any four anniversaries of the Closing Date (each such date, an "Anniversary Date"), the Borrower may, at its option, request all the Lenders then party to this Agreement to extend their scheduled Termination Dates by an additional one year period, or such shorter period as agreed upon by the Borrower and the Agent, by means of a letter substantially in the form of Exhibit E hereto, addressed to the Agent (who shall promptly deliver such letter to each Lender). Each Lender electing (in its sole discretion) to extend its scheduled Termination Date shall execute and deliver not earlier than the 30th day nor later than the 20th day prior to such Anniversary Date counterparts of such letter to the Borrower and the Agent, who shall notify the Borrower, in writing, of the Lenders' decisions no later than 15 days prior to such Anniversary Date, whereupon (unless Lenders with an aggregate Percentage of 50% or more decline to extend their respective scheduled Termination Dates, in which event the Agent shall notify all the Lenders and the Borrower thereof and no such extension shall occur) such Lender's scheduled

Termination Date shall be extended, effective only as of the date that is such Lender's then-current scheduled Termination Date, to the date that is one year, or such shorter period as agreed as provided above, after such Lender's then-current scheduled Termination Date. Any Lender that declines or fails to respond to the Borrower's request for such extension shall be deemed to have not extended its scheduled Termination Date. Notwithstanding anything to the contrary in this Agreement, the Borrower shall not effectuate such extension of the Termination Date more than four times during the term of this Agreement.

(b) In addition to its rights to remove any Defaulting Lender under Section 4.1(b), with respect to any Lender (i) on account of which the Borrower is required to make any deductions or withholdings or pay any additional amounts, as contemplated by Section 5.4, (ii) on account of which the Borrower is required to pay any additional amounts, as contemplated by Section 6.1, (iii) for which it is illegal to make a LIBOR Rate Loan, as contemplated by Section 6.3, (iv) which has declined to (a) extend such Lender's scheduled Termination Date under Section 12.9, or (b) consent to an amendment, modification or waiver and, in each case, Lenders with an aggregate Percentage in excess of 50% have elected to extend their respective Termination Dates or consent to such amendment, modification or waiver, the Borrower may, in its discretion, upon not less than 30 days' prior written notice to the Agent and each Lender, remove such Lender as a party hereto. Each such notice shall specify the date of such removal (which shall be a Business Day), which shall thereupon become the scheduled Termination Date for such Lender.

(c) In the event that any Lender does not extend its scheduled Termination Date pursuant to subsection (a) above or is the subject of a notice of removal pursuant to subsection (b) above, then, at any time prior to the Termination Date for such Lender (a "Terminating Lender"), the Borrower may, at its option, arrange to have one or more other Eligible Assignees (which may be a Lender or Lenders, or if not a Lender, shall be reasonably acceptable to the Agent (such acceptance not to be unreasonably withheld or delayed), and each of which shall herein be called a "Successor Lender") with the approval of the Agent (such approval not to be unreasonably withheld or delayed) succeed to all or a percentage of the Terminating Lender's outstanding Committed Loans, if any, and rights under this Agreement and assume all or a like percentage (as the case may be) of such Terminating Lender's undertaking to make Committed Loans pursuant hereto and other obligations hereunder (as if (i) in the case of any Lender electing not to extend its scheduled Termination Date pursuant to subsection (a) above, such Successor Lender had extended its scheduled Termination Date pursuant to such subsection (a) and (ii) in the case of any Lender that is the subject of a notice of removal pursuant to subsection (b) above, no such notice of removal had been given by the Borrower); provided, that, prior to replacing any Terminating Lender with any Successor Lender, the Borrower shall have given each Lender which has agreed to extend its Termination Date an opportunity to increase its Commitment by all or a portion of the Terminating Lenders' Commitments. Such succession and assumption shall be effected by means of one or more agreements supplemental to this Agreement among the Terminating Lender, the Successor Lender, the Borrower and the Agent. On and as of the effective date of each such supplemental agreement (i) each Successor Lender party thereto shall be and become a Lender for all purposes of this Agreement and to the same extent as any other Lender hereunder and shall be bound by and entitled to the benefits of this Agreement in the same manner as any other Lender and (ii) the Borrower agrees to pay to the Agent for the account of the Agent a processing fee of $3,500 for each such Successor Lender which is not a Lender.

(d) On the Termination Date for any Terminating Lender, such Terminating Lender's Commitment shall terminate and the Borrower shall pay in full all of such Terminating Lender's Committed Loans (except to the extent assigned pursuant to subsection (c) above) and all other amounts payable to such Lender hereunder (including any amounts payable pursuant to Section 5.4 on account of such payment); provided, that, if an Event of Default or Unmatured Event of Default exists on the date scheduled as any Terminating Lender's Termination Date, payment of such Terminating Lender's Committed Loans shall be postponed to (and, for purposes of calculating commitment fees under Section 3.4 and determining the Required Lenders (except as provided below), but for no other purpose, such Terminating Lender's Commitment shall continue until) the first Business Day thereafter on which (i) no Event of Default or Unmatured Event of Default exists (without regard to any waiver or amendment that makes this Agreement less restrictive for the Borrower, other than as described in clause (ii) below) or (ii) the Required Lenders (which for purposes of this subsection (d) shall be determined based upon the respective Percentages and aggregate Commitments of all Lenders other than any Terminating Lender whose scheduled Termination Date has been extended pursuant to this proviso) waive or amend the provisions of this Agreement to cure all existing Events of Default or Unmatured Events of Default or agree to permit any borrowing hereunder notwithstanding the existence of any such event. In the event that AIG or its Affiliates shall become a Terminating Lender, the provisions of Section 11.9 shall apply with respect to AIG in its capacity as Agent.

(e) To the extent that all or a portion of any Terminating Lender's obligations are not assumed pursuant to subsection (c) above, the Aggregate Commitment shall be reduced on the applicable Termination Date and each Lender's percentage of the reduced Aggregate Commitment shall be revised pro rata to reflect such Terminating Lender's absence. The Agent shall distribute a revised Schedule I indicating such revisions promptly after the applicable Termination Date and update the Register accordingly. Such revised Schedule I shall be deemed conclusive in the absence of demonstrable error.

Section 12.10. Captions. Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

Section 12.11. Governing Law; Jurisdiction; Severability. THIS AGREEMENT AND EACH NOTE SHALL BE A CONTRACT MADE UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK. EACH OBLIGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF SITTING IN NEW YORK COUNTY, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT

OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY OBLIGOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION. All obligations of the Obligors and the rights of the Agent, the Lenders and any other holders of the Committed Loans expressed herein or in the Committed Notes (if any) shall be in addition to and not in limitation of those provided by applicable law. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 12.12. Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Delivery of a counterpart via facsimile or electronic mail, including by email with a ".pdf" copy hereof attached, shall constitute delivery of an original counterpart. When counterparts of this Agreement executed by each party shall have been lodged with the Agent (or, in the case of any Lender as to which an executed counterpart shall not have been so lodged, the Agent shall have received facsimile, electronic mail or other written confirmation of execution of a counterpart hereof by such Lender), this Agreement shall become effective as of the date hereof and the Agent shall so inform all of the parties hereto.

Section 12.13. Further Assurances. Each Obligor agrees to do such other acts and things, and to deliver to the Agent and each Lender such additional agreements, powers and instruments, as the Agent or any Lender may reasonably require or deem advisable to carry into effect the purposes of this Agreement or to better assure and confirm unto the Agent and each Lender their respective rights, powers and remedies hereunder.

Section 12.14. Successors and Assigns. This Agreement shall be binding upon the Obligors, the Lenders and the Agent and their respective successors and assigns, and shall inure to the benefit of the Obligors, the Lenders and the Agent and the respective successors and assigns of the Lenders and the Agent. Except as expressly provided herein, the Borrower may not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of all of the Lenders.

Section 12.15. Judgment. (a) If for the purposes of obtaining judgment in any court it is necessary to convert a sum due hereunder in Dollars into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Agent could purchase Dollars with such other currency at the Agent's principal office in New York at 11:00 A.M. (New York time) on the Business Day preceding that on which final judgment is given.

(b) If for the purposes of obtaining judgment in any court it is necessary to convert a sum due hereunder in another currency into Dollars, the parties agree to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Agent could purchase such currency with Dollars at the Agent's principal office in New York at 11:00 A.M. (New York time) on the Business Day preceding that on which final judgment is given.

(c) The obligation of each Obligor in respect of any sum due from it in any currency (the "Primary Currency") to any Lender or the Agent hereunder shall, notwithstanding any judgment in any other currency, be discharged only to the extent that on the Business Day following receipt by such Lender or the Agent (as the case may be), of any sum adjudged to be so due in such other currency, such Lender or the Agent (as the case may be) may in accordance with normal banking procedures purchase the applicable Primary Currency with such other currency; if the amount of the applicable Primary Currency so purchased is less than such sum due to such Lender or the Agent (as the case may be) in the applicable Primary Currency, each Obligor agrees, as a separate obligation and notwithstanding any such judgment, to indemnify such Lender or the Agent (as the case may be) against such loss, and if the amount of the applicable Primary Currency so purchased exceeds such sum due to any Lender or the Agent (as the case may be) in the applicable Primary Currency, such Lender or the Agent (as the case may be) agrees to remit to such Obligor such excess.

Section 12.16. Waiver of Jury Trial. EACH OBLIGOR, THE AGENT AND EACH LENDER HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY COMMITTED NOTE OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

Section 12.17. No Fiduciary Relationship. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof), each of the Obligors acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i) (A) the arranging and other services regarding this Agreement provided by the Agent are arm's-length commercial transactions between the Obligors and their respective Affiliates, on the one hand, and the Agent, on the other hand, (B) each of the Obligors has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) each of the Obligors is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby; (ii) (A) the Agent is and has been, and each Lender is and has been, acting solely as a principal and, except as expressly agreed in writing by the relevant parties, have or has not been, are or is not, and will not be acting as an advisor, agent or fiduciary for any of the Obligors or any of their respective Affiliates, or any other Person and (B) neither the Agent nor any Lender has any obligation to

any of the Obligors or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein; and (iii) the Agent, the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Obligors and their respective Affiliates, and neither the Agent nor any Lender has any obligation to disclose any of such interests to the Obligors or any of their respective Affiliates. To the fullest extent permitted by law, each of the Obligors hereby waives and releases any claims that it may have against the Agent or any Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 12.18. USA Patriot Act. Each Lender and the Agent (for itself in such capacity and not on behalf of any Lender) hereby notifies each Obligor that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies each Obligor, which information includes the name and address of such Obligor and other information that will allow such Lender or the Agent, as applicable, to identify each Obligor in accordance with the Act. Each Obligor shall provide, to the extent commercially reasonable, such information and take such actions as are reasonably requested by the Agent or any Lenders in order to assist the Agent and the Lenders in maintaining compliance with the Act.

SECTION 13. GUARANTEE.

Section 13.1. The Guarantee. The Guarantors hereby jointly and severally guarantee to each Lender and the Administrative Agent and their respective successors and assigns the prompt payment in full when due upon the expiration of any applicable remedial period (whether at stated maturity, by acceleration or otherwise) of the obligations, whether direct or indirect, absolute or contingent, now or hereafter from time to time owing to the Lenders or the Administrative Agent by the Borrower or any other Obligor under this Agreement or any of the other Loan Documents, in each case strictly in accordance with the terms hereof and thereof and including all monetary obligations incurred during the pendency of any bankruptcy, insolvency, examinership, receivership or other similar proceeding of the Borrower, regardless of whether allowed or allowable in such proceeding (such obligations being herein collectively called the "Guaranteed Obligations"). The Guarantors hereby further jointly and severally agree that if the Borrower shall fail to pay in full when due upon the expiration of any applicable remedial period (whether at stated maturity, by acceleration or otherwise) any of the Guaranteed Obligations, the Guarantors will promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

Section 13.2. Obligations Unconditional. The obligations of the Guarantors under Section 13.1 are absolute and unconditional, joint and several, irrespective of the value, genuineness, validity, regularity or enforceability of the obligations of the Borrower under this Agreement or any other agreement or instrument referred to herein, or any substitution, release or exchange of any other guarantee of or security for any of the Guaranteed Obligations, and, to the fullest extent permitted by applicable law, irrespective of any other

circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this Section 13 that the obligations of the Guarantors hereunder shall be primary obligations, absolute and unconditional, joint and several, under any and all circumstances (and any defenses thereto are hereby waived by the Guarantors). Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not alter or impair the liability of the Guarantors hereunder (and any such defense are hereby waived), which shall remain absolute and unconditional as described above:

(i) at any time or from time to time, without notice to the Guarantors, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or such performance or compliance shall be waived;

(ii) any of the acts mentioned in any of the provisions of this Agreement or any other agreement or instrument referred to herein shall be done or omitted;

(iii) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Guaranteed Obligations shall be modified, supplemented or amended in any respect, or any right under this Agreement or any other agreement or instrument referred to herein shall be waived or any other guarantee of any of the Guaranteed Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with;

(iv) any law or regulation of any jurisdiction or any other event affecting any term of a Guaranteed Obligation; or

(v) any lien or security interest granted to, or in favor of, the Administrative Agent or any Lender or Lenders as security for any of the Guaranteed Obligations shall fail to be perfected.

The Guarantors hereby expressly waive diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that the Administrative Agent or any Lender exhaust any right, power or remedy or proceed against the Borrower under this Agreement or any other agreement or instrument referred to herein, or against any other Person under any other guarantee of, or security for, any of the Guaranteed Obligations. The Guarantors expressly confirm that they shall obtain substantial direct and indirect benefit from the giving of the Guarantee pursuant to this Agreement.

Section 13.3. Reinstatement. The obligations of the Guarantors under this Section shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of the Borrower in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy, liquidation, examinership or reorganization or otherwise, and the Guarantors jointly and severally agree that they will indemnify the Administrative Agent and each Lender on demand for all reasonable costs and expenses (including fees of counsel) incurred by the Administrative Agent or such Lender in connection with such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any bankruptcy, liquidation, examinership, insolvency or similar law.

Section 13.4. Subrogation. The Guarantors hereby jointly and severally agree that until the payment and satisfaction in full of all Guaranteed Obligations and the expiration and termination of the Commitments of the Lenders under this Agreement they shall not exercise any right or remedy arising by reason of any performance by them of their guarantee in Section 13.1, whether by subrogation or otherwise, against the Borrower or any other guarantor of any of the Guaranteed Obligations or any security for any of the Guaranteed Obligations.

Section 13.5. Remedies. The Guarantors jointly and severally agree that, as between the Guarantors and the Lenders, the obligations of the Borrower under this Agreement may be declared to be forthwith due and payable as provided in Section 10 (and shall be deemed to have become automatically due and payable in the circumstances provided in Section 10) for purposes of Section 13.1 notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against the Borrower and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable by the Borrower) shall forthwith become due and payable by the Guarantors for purposes of Section 13.1.

Section 13.6. Continuing Guarantee. The guarantee in this Section 13 is a continuing guarantee, and shall apply to all Guaranteed Obligations whenever arising.

Section 13.7. Indemnity and Rights of Contribution. The Borrower and the Guarantors hereby agree, as between themselves, that (a) if a payment of any Guaranteed Obligations shall be made by any Subsidiary Guarantor under this Agreement, the Borrower and the Company shall indemnify such Subsidiary Guarantor for the full amount of such payment and (b) if any Subsidiary Guarantor shall become an Excess Funding Guarantor (as defined below) by reason of the payment by such Subsidiary Guarantor of any Guaranteed Obligations that shall not have been fully indemnified by the Borrower or the Company, then the other Subsidiary Guarantors shall, on demand of such Excess Funding Guarantor (but subject to the next sentence), pay to such Excess Funding Guarantor an amount equal to such Subsidiary Guarantor's Pro Rata Share (as defined below and determined, for this purpose, without reference to the properties, debts and liabilities of such Excess Funding Guarantor) of the Excess Payment (as defined below) in respect of such Guaranteed Obligations. The payment obligation of the Borrower or the Company to any Subsidiary Guarantor or of a Subsidiary Guarantor to any Excess Funding Guarantor under this Section shall be subordinate and subject in right of payment to the prior payment in full of the obligations of such Obligor under the other provisions of this Agreements, including this Section 13, and such Subsidiary Guarantor or Excess Funding Guarantor, as the case may be, shall not exercise any right or remedy with respect to such excess until payment and satisfaction in full of all of such obligations.

For purposes of this Section, (i) "Excess Funding Guarantor" means, in respect of any Guaranteed Obligations, a Subsidiary Guarantor that has paid an amount in excess of its Pro Rata Share of such Guaranteed Obligations, (ii) "Excess Payment" means, in respect of any

Guaranteed Obligations, the amount paid by an Excess Funding Guarantor in excess of its Pro Rata Share of such Guaranteed Obligations and (iii) "Pro Rata Share" means, for any Subsidiary Guarantor, the ratio (expressed as a percentage) of (x) the amount by which the aggregate present fair saleable value of all properties of such Subsidiary Guarantor (excluding any shares of stock or other equity interest of any other Subsidiary Guarantor) exceeds the amount of all the debts and liabilities of such Subsidiary Guarantor (including contingent, subordinated, unmatured and unliquidated liabilities, but excluding the obligations of such Subsidiary Guarantor hereunder and any obligations of the other Subsidiary Guarantors that have been Guaranteed by such Subsidiary Guarantor) to (y) the amount by which the aggregate fair saleable value of all properties of all of the Subsidiary Guarantors exceeds the amount of all the debts and liabilities (including contingent, subordinated, unmatured and unliquidated liabilities, but excluding the obligations of the Subsidiary Guarantors hereunder) of all of the Subsidiary Guarantors, determined (A) with respect to any Subsidiary Guarantor that is a party hereto on the Closing Date, as of the Closing Date, and (B) with respect to any other Subsidiary Guarantor, as of the date such Subsidiary Guarantor becomes a Subsidiary Guarantor hereunder.

Section 13.8. General Limitation on Guarantee Obligations. In any action or proceeding involving any state corporate law, or any state or Federal bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any Guarantor under Section 13.1 would otherwise, taking into account the provisions of Section 13.7, be held or determined to be void, invalid or unenforceable, or subordinated to the claims of any other creditors, on account of the amount of its liability under Section 13.1, then, notwithstanding any other provision hereof to the contrary, the amount of such liability shall, without any further action by such Guarantor, any Lender, the Administrative Agent or any other Person, be automatically limited and reduced to the highest amount that is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding.

Section 13.9. Releases.

(a) In the event of (i) a sale or other transfer or disposition of all of the Capital Stock in any Subsidiary Guarantor to any Person that is not an Affiliate of the Company in compliance with Section 8.9 or (ii) the sale or other transfer or disposition, by way of merger, consolidation or otherwise, of assets or Capital Stock of a Subsidiary Guarantor substantially as an entirety to a Person that is not an Affiliate of the Company in compliance with the terms of Section 8.9, then, without any further action on the part of the Administrative Agent or any Lender, such Subsidiary Guarantor (or the Person concurrently acquiring such assets of such Subsidiary Guarantor) shall be deemed automatically and unconditionally released and discharged of any obligations under the guarantee of such Subsidiary Guarantor of the Guaranteed Obligations, as evidenced by a written instrument or confirmation executed by the Administrative Agent, upon the request and at the expense of the Company. Upon delivery by the Company to the Administrative Agent of an officers' certificate stating that such sale or other disposition was made by the Company in accordance with the provisions of this Agreement, including Section 8.9, the Administrative Agent will execute any documents required in order to evidence the release of any Subsidiary Guarantor from its obligations under its guarantee of the Guaranteed Obligations.

(b) In addition, the guarantee of a Subsidiary Guarantor of the Guaranteed Obligations will be released:

(i) if the Subsidiary Guarantor (other than the Acquired Company or any Subsidiary that is or becomes a Subsidiary Guarantor on the Closing Date) ceases to be a guarantor under any Capital Markets Debt or unsecured Credit Facilities, including the guarantee that resulted in the obligation of such Subsidiary Guarantor to guarantee the Guaranteed Obligations, and is released or discharged from all obligations thereunder; or

(ii) upon the expiration or termination of the Commitments and the payment in full of all obligations of the Obligors under this Agreement and under the Committed Notes (other than unasserted contingent indemnification and expense reimbursement obligations).

(c) Any Subsidiary Guarantor not released from its obligations under its guarantee of the Guaranteed Obligations as provided in this Section 13.9 will remain liable for the full amount of the Guaranteed Obligations as provided in this Section 13.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

AERCAP IRELAND CAPITAL LIMITED

By: /s/ Patrick Treacy
Name: Patrick Treacy
Title: Director

[*Signature Page to Revolving Credit Facility*]

GUARANTORS
AERCAP HOLDINGS N.V.

By: /s/ Marnix den Heijer
Name: Marnix den Heijer
Title: Attorney-In-Fact

AERCAP AVIATION SOLUTIONS B.V.

By: /s/ Marnix den Heijer
Name: Marnix den Heijer
Title: Attorney-In-Fact

AERCAP IRELAND LIMITED

SIGNED AND DELIVERED AS A DEED

By: /s/ Lourda Moloney
As attorney of AERCAP IRELAND LIMITED

In the presence of:

Signature of witness: /s/ Bree Collins

Name of witness: Bree Collins

Address of witness: McCann FitzGerald
Riverside One
Sir John Rogerson's Quay,
Dublin 2, Ireland

Occupation of witness: Solicitor

AGENT

AMERICAN INTERNATIONAL GROUP, INC.

By: /s/ Peter L. Juhas
Name: Peter L. Juhas
Title: VP, Global Head of Strategic Planning

LENDERS

AMERICAN INTERNATIONAL GROUP, INC.

By: /s/ Peter L. Juhas
Name: Peter L. Juhas
Title: VP, Global Head of Strategic Planning

Schedule I

LENDERS

Lender Name	Commitment
American International Group, Inc.	$1,000,000,000

ADDRESSES FOR NOTICES

If to the Borrower or any other Obligor:

c/o AerCap Holdings N.V.
AerCap House, Stationsplein 965
Schiphol 1117 CE, the Netherlands
Telephone + 31 20 655 9655
Fax + 31 20 655 9100
Email contractualnotices@aercap.com

If to the Agent:

American International Group, Inc.
80 Pine Street
New York, New York 10005
United States of America
Fax + 1 212 425 3275
Attention: General Counsel

Notice Office of the Agent:

180 Maiden Lane, 23rd floor
New York, NY 10038
Attn: Jeff Lanning, Head of Global Bank Relations
Telephone: +1 212-770-6840
Fax: +1 866-375-0048
Craig Leslie, Deputy Global Treasurer
Telephone: +1 212-458-9401
Fax: +1 212-458-9532

and

180 Maiden Lane, 21st floor
New York, NY 10038
Attn: Monika Machon, SVP and Treasurer
Telephone: +1 212-770-6733

Paying Office of the Agent:

180 Maiden Lane, 23rd floor
New York, NY 10038
Attn: Jeff Lanning, Head of Global Bank Relations
Telephone: +1 212-770-6840
Fax: +1 866-375-0048
Craig Leslie, Deputy Global Treasurer
Telephone: +1 212-458-9401
Fax: +1 212-458-9532

and

180 Maiden Lane, 21st floor
New York, NY 10038
Attn: Monika Machon, SVP and Treasurer
Telephone: +1 212-770-6733

Schedule III

PERMITTED AIG AFFILIATES

The Variable Annuity Life Insurance Company

American General Life Insurance Company

National Union Fire Insurance Company of Pittsburgh, Pa.

Lexington Insurance Company

American Home Assurance Company

EXHIBIT A

[FORM OF] COMMITTED LOAN REQUEST

[DATE]

American International Group, Inc., as Agent
80 Pine Street
New York, NY 10005

Ladies and Gentlemen:

This constitutes a Committed Loan Request under, and as defined by, the $1,000,000,000 Five-Year Revolving Credit Agreement, dated as of December 16, 2013 (as amended, modified or supplemented, the "Credit Agreement"), among AerCap Holdings N.V., AerCap Ireland Capital Limited (the "Borrower"), the Subsidiary Guarantors party thereto, American International Group, Inc., in its individual corporate capacity and as Agent, and certain financial institutions referred to therein. Terms not otherwise expressly defined herein shall have the meanings set forth in the Credit Agreement.

The Borrower hereby requests that the Lenders make Committed Loans to it, subject to the terms and conditions of the Credit Agreement, as follows:

(a) Funding Date: , .

(b) Aggregate principal amount of Committed Loans requested: $.

(c) Loan Period: .

(d) Type of Loans: [LIBOR Rate Loans] [Base Rate Loans].

The officer of the Borrower signing this Committed Loan Request hereby certifies that as of the date hereof:

(a) As of the date hereof and after giving effect to the Committed Loans requested hereby, no Event of Default or Unmatured Event of Default shall have occurred and be continuing or shall result from the making of such Committed Loans;

(b) As of the date hereof and after giving effect to the Committed Loans requested hereby, the representations and warranties contained in Section 7 are true and correct in all material respects as of the date hereof, with the same effect as though made on the date hereof, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date; and

(c) After the making of the Committed Loans requested hereby, the aggregate principal amount of all outstanding Committed Loans will not exceed the Aggregate Commitment.

Very truly yours,

AERCAP IRELAND CAPITAL LIMITED

By: _____
Name:
Title:

[Signature Page to Committed Loan Request]

EXHIBIT B

[FORM OF] COMMITTED NOTE

$ [,]

AerCap Ireland Capital Limited, a private limited company incorporated under the laws of Ireland (the "Borrower"), for value received, hereby promises to pay to [NAME OF LENDER] or its registered assigns (the "Lender"), at the office of American International Group, Inc., as Agent (the "Agent"), at 80 Pine Street, New York, New York 10005 on [DATE], or at such other place, to such other person or at such other time and date as provided for in the $1,000,000,000 Five-Year Revolving Credit Agreement (as amended, modified or supplemented, the "Credit Agreement"; unless otherwise defined herein, the terms defined therein being used herein as therein defined), dated as of December 16, 2013, among AerCap Holdings N.V., the Borrower, the Subsidiary Guarantors party thereto, the Agent, and the financial institutions named therein, in lawful money of the United States of America, the principal sum of $ [—] or, if less, the aggregate unpaid principal amount of all Committed Loans made by the Lender to the Borrower pursuant to the Credit Agreement. This Committed Note shall bear interest as set forth in the Credit Agreement for Base Rate Loans and LIBOR Rate Loans, as the case may be.

Except as otherwise provided in the Credit Agreement with respect to LIBOR Rate Loans, if interest or principal on any loan evidenced by this Committed Note becomes due and payable on a day which is not a Business Day the maturity thereof shall be extended to the next succeeding Business Day, and interest shall be payable thereon at the rate herein specified during such extension.

This Committed Note is one of the Committed Notes referred to in the Credit Agreement. This Committed Note is subject to prepayment in whole or in part, and the maturity of this Committed Note is subject to acceleration, upon the terms provided in the Credit Agreement.

This Committed Note shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[remainder of page intentionally left blank]

All Committed Loans made by the Lender to the Borrower pursuant to the Credit Agreement and all payments of principal thereof may be indicated by the Lender upon the grid attached hereto which is a part of this Committed Note. Such notations shall be rebuttable presumptive evidence of the aggregate unpaid principal amount of all Committed Loans made by the Lender pursuant to the Credit Agreement.

AERCAP IRELAND CAPITAL LIMITED

By: _____
Name:
Title:

[Signature Page to Committed Note]

Committed Loans and Payments of Principal

Funding Date	Principal Amount of Loan	Interest Method	Interest Rate	Loan Period	Amount of Principal Paid	Unpaid Principal Balance	Name of Person Making Notation

EXHIBIT C

[FORM OF] COMPLIANCE CERTIFICATE

Financial Statement Date: [DATE]

To: American International Group, Inc., as Agent

Ladies and Gentlemen:

Reference is made to that certain $1,000,000,000 Five-Year Revolving Credit Agreement dated as of December 16, 2013 (as amended, modified or supplemented, the "Credit Agreement"), among AerCap Holdings N.V. (the "Company"), AerCap Ireland Capital Limited (the "Borrower"), the Subsidiary Guarantors party thereto, American International Group, Inc., in its individual corporate capacity and as Agent, and certain financial institutions referred to therein. This certificate is being delivered pursuant to the requirements of Sections 8.1.1, 8.1.2 and 8.1.3 of the Credit Agreement. Terms not otherwise expressly defined herein shall have the meanings set forth in the Credit Agreement.

The undersigned Authorized Officer hereby certifies as of the date hereof that he/she is the [ ] of the Company, and that, as such, he/she is authorized to execute and deliver this certificate to the Agent on the behalf of the Company, and that:

*[Use following paragraph 1 for fiscal **year-end** financial statements]*

1. The Company has delivered the year-end audited financial statements required by Section 8.1.1 of the Credit Agreement for the fiscal year of the Company ended as of the above date, together with the report and opinion of an independent certified public accountant required by such section.

*[Use following paragraph 1 for fiscal **quarter-end** financial statements]*

1. The Company has delivered the unaudited financial statements required by Section 8.1.2 of the Credit Agreement for the fiscal quarter of the Company ended as of the above date.

2. The undersigned has reviewed and is familiar with the terms of the Credit Agreement and has made, or has caused to be made under his/her supervision, a detailed review of the transactions and condition (financial or otherwise) of the Company during the accounting period covered by such financial statements.

3. The financial covenant analyses and information set forth on Schedule 1, Schedule 2 and Schedule 3 attached hereto are true and accurate on and as of the date of this certificate.

4. [No Event of Default or Unmatured Event of Default has occurred and is continuing.][An Event of Default or Unmatured Event of Default has occurred and is continuing.

Attached hereto as Exhibit A is a description of such Event of Default or Unmatured Event of Default and a description of the steps being taken to cure such Event of Default or Unmatured Event of Default.]

IN WITNESS WHEREOF, the undersigned has executed this certificate as of [DATE].

AERCAP HOLDINGS N.V.

By: _____
Name:
Title:

[Signature Page to Compliance Certificate]

Schedule 1 to Exhibit C

CONSOLIDATED INDEBTEDNESS TO SHAREHOLDER'S EQUITY
(Required by Sections 8.1.3 and 8.10 of the Credit Agreement)

	As of the Date Hereof (Dollars in Thousands)
Consolidated Indebtedness	
Indebtedness	$ [ ]
Less:	
The amount of current and deferred income taxes and rentals received in advance of the Company and its Subsidiaries (to the extent constituting Indebtedness)	[ ]
Less:	[ ]
Aggregate amount outstanding of Hybrid Capital Securities multiplied by the Hybrid Capital Securities Percentage	[ ]
Adjustments in relation to Indebtedness denominated in any currency other than Dollars and any related derivative liability, in each case to the extent arising from currency fluctuations (such exclusions to apply only to the extent the resulting liability is hedged by the Company or such Subsidiary)	[ ]
Net obligations of any Person under any swap contracts that are not yet due and payable	[ ]
Trade payables outstanding in the ordinary course of business, but not overdue by more than 90 days	[ ]
The lesser of (i) $2,000,000,000 and (ii) the aggregate amount of "cash and cash equivalents" or any line item of similar import (but in any event, excluding "restricted cash" or any line item of similar import and excluding "cash and cash equivalents" or any line item of similar import subject to any Lien (other than (x) Liens arising by operation of law and (y) bankers' Liens arising in the ordinary course of business)) reflected on a consolidated balance sheet of the Company prepared as of such date of determination in accordance with GAAP	[ ]
Consolidated Indebtedness (A)	[ ]
Shareholder's Equity (B)	[ ]
Ratio of Consolidated Indebtedness to Shareholder's Equity ((A) divided by (B))[2]	[ ]%[3]

2 As calculated pursuant to Section 8.10 of the Credit Agreement and the definitions of Consolidated Indebtedness and Shareholder's Equity set forth in Section 1.2 of the Credit Agreement.

3 For compliance, not permitted to exceed at any time the applicable ratio set forth in Section 8.10 of the Credit Agreement for the applicable period set forth in such Section.

Schedule 2 to Exhibit C

INTEREST COVERAGE RATIO
(Required by Sections 8.1.3 and 8.11 of the Credit Agreement)

	For the Four Consecutive Fiscal Quarters Ended on the Date Hereof (Dollars in Thousands)
EBITDA[4]	
Net Income	$ [ ]
Add:	
Consolidated Interest Expense	[ ]
Income tax expense	[ ]
Depreciation and depletion expense	[ ]
Amortization expense	[ ]
Amount of any extraordinary, unusual or nonrecurring non-cash restructuring charges	[ ]
Add (to the extent deducted in determining net income):	
Extraordinary, unusual or nonrecurring losses	[ ]
Non-cash items	[ ]
Less (to the extent added in determining net income):	
Extraordinary, unusual or nonrecurring gains	[ ]
Non-cash items	[ ]
EBITDA (A):	[ ]
Consolidated Interest Expense (1):	[ ]
Cash dividend payments on any series of preferred stock (excluding items eliminated in consolidation) (2):	[ ]
Sum of (1) plus (2) equals (B):	[ ]
Interest Coverage Ratio ((A) divided by (B))[5]	[ ]%[6]

4 For the purposes of calculating EBITDA for any four quarter period, such calculation shall be made (i) after giving effect to any Acquisition consummated during such period and (ii) assuming that such Acquisition occurred at the beginning of such period; provided, that any pro forma calculation made by the Company either (i) based on Regulation S-X or (ii) as calculated in good faith and set forth in an officer's certificate of the Company, in reasonable detail, (and in the case of this clause (ii), based on audited financials of the target company) shall be acceptable

5 As calculated pursuant to Section 8.11 of the Credit Agreement and the definition of Interest Coverage Ratio set forth in Section 1.2 of the Credit Agreement.

6 For compliance, must not be less than 200% on the last day of any quarter of any fiscal year of the Company.

Schedule 3 to Exhibit C

UNENCUMBERED ASSETS RATIO
(Required by Sections 8.1.3 and 8.12 of the Credit Agreement)

	As of the Date Hereof (Dollars in Thousands)
Unencumbered Assets (Sum of (1) + (2) + (3))	
Difference between (i) book value of Aircraft Assets owned by the Company and its Subsidiaries and (ii) the aggregate outstanding principal amount of Financial Indebtedness of the Company and its Subsidiaries secured by Liens over such Aircraft Assets or the Equity Interests of the Subsidiary owning such Aircraft Assets (1)	[ ]
Lesser of (x) $2,000,000,000 and (y) the aggregate amount of "cash and cash equivalents" or any line item of similar import (but in any event, excluding "restricted cash" or any line item of similar import and excluding "cash and cash equivalents" or any line item of similar import subject to any Lien (other than (i) Liens arising by operation of law and (ii) bankers' Liens arising in the ordinary course of business)) reflected on a consolidated balance sheet of the Company prepared as of such date of determination in accordance with GAAP (2)	[ ]
Equity Adjustment Amount (3)	[ ]
Unencumbered Assets (A):	[ ]
Consolidated unsecured Financial Indebtedness (1):	[ ]
To the extent included in Financial Indebtedness, the aggregate amount outstanding of Hybrid Capital Securities (2):	[ ]
Difference of (1) less (2) equals (B):	[ ]
Unencumbered Assets Ratio ((A) divided by (B))[7]	[ ]%[8]

7 As calculated pursuant to Section 8.12 of the Credit Agreement.

8 For compliance, must not be less than 135% on the last day of any quarter of any fiscal year of the Company.

[FORM OF] ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of [DATE] between [ASSIGNOR] (the "Assignor") and [ASSIGNEE] (the "Assignee").

W I T N E S S E T H

WHEREAS, this Assignment and Assumption Agreement (this "Agreement") relates to the $1,000,000,000 Five-Year Revolving Credit Agreement dated as of December 16, 2013 (the "Credit Agreement") among AerCap Holdings N.V. (the "Company"), AerCap Ireland Capital Limited (the "Borrower"), the Subsidiary Guarantors party thereto, the Assignor and American International Group, Inc., in its individual corporate capacity and as Agent (the "Agent"), and certain financial institutions referred to therein;

WHEREAS, as provided under the Credit Agreement, the Assignor has a Commitment to make Committed Loans in an aggregate principal amount at any time outstanding not to exceed $[—];

WHEREAS, Committed Loans made by the Assignor under the Credit Agreement in the aggregate principal amount of $[—] is outstanding at the date hereof; and

WHEREAS, the Assignor proposes to assign to the Assignee all of the rights of the Assignor under the Credit Agreement in respect of a portion of its Commitment thereunder in an amount equal to $[—] (the "Assigned Amount"), together with $[—][9] aggregate principal amount outstanding of Committed Loans (collectively, the "Assigned Loans"), and the Assignee proposes to accept assignment of such rights and assume the corresponding obligations from the Assignor on the terms set forth in the Credit Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the parties hereto agree as follows:

SECTION 1. Definitions. All capitalized terms not otherwise defined herein all shall have the respective meanings set forth in the Credit Agreement.

SECTION 2. Assignment. (a) The Assignor hereby assigns and sells to the Assignee all of the rights of the Assignor under the Credit Agreement to the extent of the Assigned Amount and the Assigned Loans, and the Assignee hereby accepts such assignment from the Assignor and assumes all of the obligations of the Assignor under the Credit Agreement to the extent of the Assigned Amount and the Assigned Loans. Upon the execution and delivery hereof by the Assignor, the Assignee, the Company (to the extent required by the Credit Agreement) and American International Group, Inc., individually and as Agent, and the payment of the amounts specified in Section 3 required to be paid on the date hereof (i) the Assignee shall, as of the date hereof, succeed to the rights and be obligated to perform the obligations of a Lender under the Credit Agreement with a Commitment in an amount equal to the Assigned Amount, and (ii) the

9 This amount shall be a minimum of $10,000,000 or in integral multiples of $1,000,000 in excess thereof.

Commitment of the Assignor shall, as of the date hereof, be reduced by a like amount and the Assignor released from its obligations under the Credit Agreement to the extent such obligations have been assumed by the Assignee, except as specified in the last sentence of Section 12.6. The assignment provided for herein shall be without recourse to the Assignor.

(b) If the Assignee under this Agreement is a Permitted AIG Affiliate, the parties hereto agree that, notwithstanding anything to the contrary contained herein or in the Credit Agreement, if such Assignee (i) shall at any time cease to be an Affiliate of American International Group, Inc. or shall become a Defaulting Lender or (ii) is or becomes subject to any restriction, whether under any applicable law, rule, regulation or by the action of any insurance regulator or otherwise, on its ability to comply with its obligations under the Credit Agreement in respect of the Assigned Amount, then on and as of the date such Assignee shall so cease to be such an Affiliate, becomes a Defaulting Lender or is or becomes subject to such restriction, the Assigned Amount and, in the case of clause (i) above, the Assigned Loans assigned and sold to such Assignee hereunder shall automatically be assigned and sold by such Assignee to American International Group, Inc., and American International Group, Inc. shall automatically accept such assignment from such Assignee and assume all of the obligations of such Assignee under the Credit Agreement to the extent of the Assigned Amount and, in the case of clause (i) above, the Assigned Loans, in each case as of such date pursuant to the terms of this Agreement, without any further act or consent of any party, including the parties hereto.

SECTION 3. Payments. As consideration for the assignment and sale contemplated in Section 2 hereof, the Assignee shall pay to the Assignor on the date hereof in Federal funds an amount equal to $ [—][10]. It is understood that commitment fees accrued to the date hereof are for the account of the Assignor and such fees accruing from and including the date hereof are for the account of the Assignee. Each of the Assignor and the Assignee hereby agrees that if it receives any amount under the Credit Agreement which is for the account of the other party hereto, it shall receive the same for the account of such other party to the extent of such other party's interest therein and shall promptly pay the same to such other party.

SECTION 4. Consent of the Company and the Agent. This Agreement is conditioned upon the consent of the Company (to the extent required under the Credit Agreement), the consent of the Agent pursuant to Section 12.4.1 of the Credit Agreement and the consent of American International Group, Inc. pursuant to Section 9 below. The execution of this Agreement by the Company, if applicable, and American International Group, Inc., individually and as the Agent, is evidence of this consent. Pursuant to Section 12.4.1 the Borrower has agreed to execute and deliver a Committed Note, each payable to the Assignee and its registered assigns and evidencing the assignment and assumption provided for herein, if so requested, and, if so requested, to execute replacement Committed Notes in favor of the Assignor if the Assignor has retained any Commitment.

10 Amount should combine principal and face together with accrued interest and breakage compensation, if any, to be paid to the Assignee, net of any portion of any fee to be paid by the Assignor to the Assignee. It may be preferable in an appropriate case to specify these amounts generically or by formula rather than as a fixed sum.

SECTION 5. Non-Reliance on Assignor. The Assignor makes no representation or warranty in connection with, and shall have no responsibility with respect to, the solvency, financial condition, or statements of the Company, or the validity and enforceability of the obligations of the Obligors in respect of the Credit Agreement or any Committed Note. The Assignee acknowledges that it has, independently and without reliance on the Assignor, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and will continue to be responsible for making its own independent appraisal of the business, affairs and financial condition of the Company.

SECTION 6. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of New York.

SECTION 7. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION 8. Eligible Assignee. The Assignee hereby represents and warrants that it is an Eligible Assignee [and a Permitted AIG Affiliate][11] as defined in the Credit Agreement.

SECTION 9. Consent of AIG. American International Group, Inc. hereby consents and agrees to this Agreement, including Section 2(b) hereof.

11 To be inserted if applicable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

[ASSIGNOR]

By: _____
Name:
Title:

[ASSIGNEE]

By: _____
Name:
Title:

[Consented, and with respect
to Section 4, agreed:

AERCAP HOLDINGS N.V.

By: _____
Name:
Title:]

[Signature Page to Assignment and Assumption Agreement]

Consented and, with respect to Sections 2(b) and 9, agreed:[12]

American International Group, Inc., Individually and as Agent

By: _____
Name:
Title:

12 Consent of American International Group, Inc., on an individual basis, to be provided for each Assignment and Assumption Agreement.

[Signature Page to Assignment and Assumption Agreement]

EXHIBIT E

[FORM OF] REQUEST FOR EXTENSION OF TERMINATION DATE

[DATE]

American International Group, Inc., as Agent
80 Pine Street
New York, NY 10005

Attention:

Ladies and Gentlemen:

This instrument constitutes a notice to the Agent of a request for the extension of the Termination Date pursuant to Section 12.9 of the $1,000,000,000 Five-Year Revolving Credit Agreement, dated as of December 16, 2013 (as amended, modified or supplemented, the "Credit Agreement"), among AerCap Holdings N.V. (the "Company"), AerCap Ireland Capital Limited (the "Borrower"), the Subsidiary Guarantors party thereto, American International Group, Inc., in its individual corporate capacity and as Agent, and certain financial institutions referred to therein. Terms not otherwise expressly defined herein shall have the meanings set forth in the Credit Agreement.

The Borrower hereby requests that you distribute this letter to each Lender. The Borrower further requests that each Lender extend its now scheduled Termination Date under the Credit Agreement by one year and confirm its agreement to do so by countersigning a copy of this letter, it being understood that a Lender that declines or fails to respond to this request shall be deemed to have not extended its scheduled Termination Date.

The officer of the Borrower signing this instrument hereby certifies that:

(a) As of the date hereof and after giving effect to the extension of the Termination Date requested hereby, no Event of Default or Unmatured Event of Default shall have occurred and be continuing; and

(b) As of the date hereof and after giving effect to the extension of the Termination Date requested hereby, the representations and warranties contained in Section 7 are true and correct in all material respects as of the date hereof, with the same effect as though made on the date hereof, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date.

Very truly yours,

AERCAP IRELAND CAPITAL LIMITED

By: _____
Name:
Title:

Confirmed and accepted, subject to the terms and conditions of the Credit Agreement, as of the date first above written:

[NAME OF LENDER]

By: _____
Name:
Title:

[Signature Page to Request for Extension of Termination Date]

EXHIBIT F

[FORM OF] GUARANTEE ASSUMPTION AGREEMENT

GUARANTEE ASSUMPTION AGREEMENT dated as of [DATE] by [NAME OF ADDITIONAL SUBSIDIARY GUARANTOR], a [ ] (the "Additional Subsidiary Guarantor"), in favor of American International Group, Inc., as Agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the "Agent"). AerCap Holdings N.V., an entity organized under the laws of the Netherlands, AerCap Ireland Capital Limited, a private limited company incorporated under the laws of Ireland, the Subsidiary Guarantors referred to therein, the Lenders referred to therein and the Agent are parties to that $1,000,000,000 Five-Year Revolving Credit Agreement, dated as of December 16, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used but not otherwise defined herein shall have the meaning specified in the Credit Agreement.

Pursuant to Section 8.20 of the Credit Agreement, the Additional Subsidiary Guarantor hereby agrees to become a "Subsidiary Guarantor" for all purposes of the Credit Agreement. Without limiting the foregoing, the Additional Subsidiary Guarantor hereby, jointly and severally with the other Subsidiary Guarantors, guarantees to each Lender and the Agent and their respective successors and assigns the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of all Guaranteed Obligations (as defined in Section 13.1 of the Credit Agreement) in the same manner and to the same extent as is provided in Section 13 of the Credit Agreement. In addition, the Additional Subsidiary Guarantor hereby makes the representations and warranties set forth in Sections 7.1, 7.2 and 7.3 with respect to itself and its obligations under this Guarantee Assumption Agreement, as if each reference in such Sections to the Credit Agreement included reference to this Guarantee Assumption Agreement.

The Additional Subsidiary Guarantor hereby instructs its counsel to deliver the opinions referred to in Section 8.20 of the Credit Agreement to the Lenders and the Agent.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Additional Subsidiary Guarantor has caused this Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL SUBSIDIARY GUARANTOR]

By: _____
Name:
Title:

[Signature Page to Guarantee Assumption Agreement]

Acknowledged and Agreed, as of the date first above written:

American International Group, Inc.,
as Agent

By: _____
Name:
Title:

[Signature Page to Guarantee Assumption Agreement]

Exhibit 99.1

FOR IMMEDIATE RELEASE

Press Release
AIG
180 Maiden Lane
New York, NY 10038
www.aig.com

Contacts:
Jon Diat (Media): 212-770-3505; jon.diat@aig.com
Liz Werner (Investors): 212-770-7074; elizabeth.werner@aig.com

AIG Announces Agreement to Sell International Lease Finance Corporation to AerCap Holdings N.V. for Total Consideration of U.S. $5.4 Billion

NEW YORK, December 16, 2013 – American International Group, Inc. (NYSE: AIG) announced today that it has entered into an agreement under which AIG will sell its 100 percent interest in International Lease Finance Corporation (ILFC), a non-core asset, to AerCap Holdings N.V. (NYSE: AER). Total consideration for the transaction, consisting of $3.0 billion of cash and 97,560,976 newly issued AerCap common shares, has a value of approximately U.S. $5.4 billion based on AerCap's closing price per share of $24.93 on December 13, 2013. The transaction, which is expected to close in the second quarter of 2014, marks the last major disposition of AIG's non-core assets. Prior to entering into the agreement with AerCap, AIG terminated the share purchase agreement with Jumbo Acquisition Limited for the sale of up to 90 percent of the common stock of ILFC.

"This transaction creates a strong foundation for ILFC and positions it for continued market leadership and strategic growth," said Robert H. Benmosche, President and Chief Executive Officer of AIG. "ILFC is a valuable business, and AIG has always taken great pride in ILFC's reputation for innovation, its pioneering role in aircraft leasing, its industry-leading team of employees, and its consistent and successful market leadership. The combination of AerCap's young fleet of in-demand aircraft and proven portfolio management capabilities with ILFC's attractive order book and broad marketing reach will continue to lead the industry. However, as we have said all along, the aircraft leasing business is not core to our insurance operations. Upon completion, the transaction will have a positive impact on AIG's liquidity and credit profile and will enable us to continue to focus on our core insurance businesses."

The transaction is subject to required regulatory approvals, including all applicable U.S. and foreign regulatory reviews and approvals, and approval of AerCap's shareholders, as well as other customary closing conditions. Waha Capital, AerCap's largest shareholder with a current stake of 26%, has agreed to vote in favor of the transaction. Net cash proceeds to AIG at closing are expected to be approximately $2.4 billion after the settlement of intercompany loans, and are available for general corporate purposes. AIG will continue to present ILFC as a "held for sale" asset prior to closing, but will now include ILFC's operating results in continuing operations given the interest in AerCap to be acquired by AIG upon the closing of the transaction. Post-closing, AIG expects to recognize income from its investment in AerCap under the equity method of accounting.

In connection with its ownership of approximately 46 percent of AerCap common shares following the closing of the transaction, AIG has agreed to enter into a

stockholders agreement and a registration rights agreement with AerCap, which will provide, among other things, customary registration rights following a lock-up period and the right to nominate two members of the AerCap board. AIG has also agreed to provide a $1 billion, five-year unsecured revolving credit facility to the combined company, to be available as of the closing of the sale of ILFC.

Aengus Kelly, Chief Executive Officer of AerCap, commented, "AerCap's acquisition of ILFC will create the leading global franchise in the aircraft leasing industry. This transaction presents a unique strategic opportunity to bring together the outstanding and experienced personnel from both companies and two attractive portfolios of modern aircraft on lease to a highly diversified customer base. Further, we believe AerCap will now have the most attractive order book in the industry. With these combined resources, along with a strong liquidity profile, we will drive high levels of stable long-term profitability and cash flows for the benefit of all our stakeholders."

Henri Courpron, Chief Executive Officer of ILFC, said "I am proud of the hard work and leadership demonstrated by the ILFC team over the last four years. Raising the organization to an investment-grade-rated company with a best-in-class order book and a solid balance sheet was a formidable journey that brought us to this promising combination with AerCap. Becoming the number one lessor in the world is a just reward for all this work."

Concluded Mr. Benmosche, "I am confident that AerCap has gained a strong partner in ILFC, and will benefit from its wealth of industry knowledge and global footprint. I would also like to acknowledge the tremendous work and dedication of ILFC's employees, as well as the continued support of ILFC's founder, Leslie Gonda. Their leadership and commitment have been a great asset to AIG, and have made this deal possible."

AerCap is one of the world's leading aircraft leasing companies and has one of the youngest fleets in the industry. AerCap has its headquarters in the Netherlands with offices in Ireland, the United States, China, Singapore and the United Arab Emirates.

International Lease Finance Corporation is a global market leader in the leasing and remarketing of commercial aircraft. With nearly 1,000 owned and managed aircraft and commitments to purchase approximately 330 new high-demand, fuel-efficient aircraft, ILFC is the world's largest independent aircraft lessor. ILFC has approximately 200 customers in more than 80 countries and provides part-out and engine leasing services through its subsidiary, AeroTurbine. ILFC operates from offices in Los Angeles, Amsterdam, Beijing, Dublin, Miami, Seattle, and Singapore. ILFC is a wholly owned subsidiary of American International Group, Inc. (AIG). www.ilfc.com | Twitter: @ILFCGlobal

This press release contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. In particular, no assurance can be given that a sale of ILFC will be consummated or, if consummated, regarding the terms thereof. These forward-looking statements are not historical facts but instead represent

only AIG's belief regarding future events, many of which, by their nature, are inherently uncertain and outside AIG's control. Except for AIG's ongoing obligation to disclose material information as required by federal securities laws, AIG is not under any obligation (and expressly disclaims any obligation) to update or alter any projections, goals, assumptions, or other statements, whether written or oral, that may be made from time to time, whether as a result of new information, future events or otherwise. Factors that could cause actual results to differ, possibly materially, from such forward-looking statements include the factors set forth in AIG's filings with the United States Securities and Exchange Commission.

# # #

American International Group, Inc. (AIG) is a leading international insurance organization serving customers in more than 130 countries. AIG companies serve commercial, institutional, and individual customers through one of the most extensive worldwide property-casualty networks of any insurer. In addition, AIG companies are leading providers of life insurance and retirement services in the United States. AIG common stock is listed on the New York Stock Exchange and the Tokyo Stock Exchange.

Additional information about AIG can be found at www.aig.com | YouTube: www.youtube.com/aig | Twitter: @AIGInsurance | LinkedIn: http://www.linkedin.com/company/aig |

AIG is the marketing name for the worldwide property-casualty, life and retirement, and general insurance operations of American International Group, Inc. For additional information, please visit our website at www.aig.com. All products and services are written or provided by subsidiaries or affiliates of American International Group, Inc. Products or services may not be available in all countries, and coverage is subject to actual policy language. Non-insurance products and services may be provided by independent third parties. Certain property-casualty coverages may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds, and insureds are therefore not protected by such funds.