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

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 9)**

AERCAP HOLDINGS N.V.

(Name of Issuer)

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

**N00985106
(CUSIP Number)**

**Fahad Al Qassim
Waha AC Coöperatief U.A.
Teleportboulevard 140
1043 EJ Amsterdam
The Netherlands
+971 2 667 7343**

**Safwan Said
Waha Capital PJSC
Level 43, Tower 3,
Etihad Towers, P.O. Box 28922,
Abu Dhabi, United Arab Emirates
+971 2 403 9311**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications on behalf of filing persons)

**August 23, 2016
(Date of Event Which Requires Filing of This Statement)**

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

1.	Names of reporting persons Waha AC Coöperatief U.A.	
2.	Check the appropriate box if a member of a group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC use only	
4.	Source of funds AF, WC	
5.	Check if disclosure of legal proceedings is required pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or place of organization The Netherlands	
Number of shares beneficially owned by each reporting person with:	7.	Sole voting power 0
	8.	Shared voting power 30,846,611
	9.	Sole dispositive power 0
	10.	Shared dispositive power 30,846,611
11.	Aggregate amount beneficially owned by each reporting person 30,846,611	
12.	Check if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 16.4%*	
14.	Type of reporting person OO	

* Based on the 187,865,737 Ordinary Shares that the Issuer reported in its Report of Foreign Private Issuer on Form 6-K filed on August 10, 2016 were issued and outstanding as of June 30, 2016.

1.	Names of reporting persons Waha Capital PJSC	
2.	Check the appropriate box if a member of a group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC use only	
4.	Source of funds AF	
5.	Check if disclosure of legal proceedings is required pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or place of organization Abu Dhabi, United Arab Emirates	
Number of shares beneficially owned by each reporting person with:	7.	Sole voting power 0
	8.	Shared voting power 30,846,611
	9.	Sole dispositive power 0
	10.	Shared dispositive power 30,846,611
11.	Aggregate amount beneficially owned by each reporting person 30,846,611	
12.	Check if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 16.4%*	
14.	Type of reporting person CO	

* Based on the 187,865,737 Ordinary Shares that the Issuer reported in its Report of Foreign Private Issuer on Form 6-K filed on August 10, 2016 were issued and outstanding as of June 30, 2016.

INTRODUCTORY STATEMENT

This Amendment No. 9 (“Amendment No. 9”) amends and supplements the statement on Schedule 13D filed by Waha AC Coöperatief U.A. (the “Stockholder”) and Waha Capital PJSC (together with the Stockholder, the “Reporting Persons”) on November 22, 2010 (the “Original Schedule 13D”), as amended by Amendment No. 1 thereto, filed on December 16, 2013 (“Amendment No. 1”), Amendment No. 2 thereto, filed on June 16, 2014 (“Amendment No. 2”), Amendment No. 3 thereto, filed on September 4, 2014 (“Amendment No. 3”), Amendment No. 4 thereto, filed on December 3, 2014 (“Amendment No. 4”), Amendment No. 5 thereto, filed on April 8, 2015 (“Amendment No. 5”), Amendment No. 6 thereto, filed on December 16, 2015 (“Amendment No. 6”), Amendment No. 7 thereto, filed on January 13, 2016 (“Amendment No. 7”) and Amendment No. 8 thereto, filed on January 20, 2016 (“Amendment No. 8”) (the Original Schedule 13D, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, Amendment No. 8 and this Amendment No. 9, is collectively referred to herein as the “Schedule 13D”) relating to the ordinary shares, nominal value EUR0.01 per share (the “Ordinary Shares”) of AerCap Holdings N.V., a Netherlands public limited liability company (the “Issuer”). This Amendment No. 9 amends the Schedule 13D as specifically set forth herein.

ITEM 4. PURPOSE OF TRANSACTION

Item 4 of the Schedule 13D is hereby amended and supplemented by adding to the final paragraph thereof the following information:

As set forth in Amendment No. 4, on December 1, 2014, the Stockholder entered into funded collar confirmations (the “**December 2014 Funded Collar Confirmations**”) with each of Deutsche Bank AG, London Branch (“**DB**”), UBS AG, London Branch (“**UBS**”) and Citibank N.A., London Branch (“**Citi**”), and together with DB and UBS, the “**December 2014 Funded Collar Counterparties**”) that relate in the aggregate to 11,923,305 Ordinary Shares (the “**December 2014 Collared Shares**”).

On August 23, 2016, the Stockholder entered into amendments with respect to the December 2014 Funded Collar Confirmations (the “**December 2014 Funded Collar Amendments**”) with each of the December 2014 Funded Collar Counterparties that have the effect of postponing the expected expiration dates for the options relating to the December 2014 Collared Shares that were originally scheduled to expire on specified dates in September 2016 and October 2016, decreasing the strike price with respect to the put options relating to such portion of the December 2014 Collared Shares, increasing the strike price with respect to the call options relating to such portion of the December 2014 Collared Shares, decreasing the number of December 2014 Collared Shares to which the December 2014 Funded Collar Confirmation with UBS relates and increasing, by the same number of December 2014 Collared Shares, the number of December 2014 Collared Shares to which the December 2014 Funded Collar Confirmation with DB relates (it being understood that, in the aggregate, the December 2014 Funded Collar Confirmations continue to relate to 11,923,305 Ordinary Shares) and making certain other amendments to the terms of the December 2014 Funded Collar Confirmations (each as specified in the respective December 2014 Funded Collar Amendments, including Annex A attached thereto, filed as exhibits hereto). The Stockholder understands that, in connection with the entry by the December 2014 Funded Collar Counterparties into their respective December 2014 Funded Collar Amendments, each such December 2014 Funded Collar Counterparty will adjust its hedge position with respect to its December 2014 Funded Collar Confirmation and that such adjustments will include, in the aggregate for all such December 2014 Funded Collar Counterparties, a sale of 994,548 Ordinary Shares currently held by the December 2014 Funded Collar Counterparties in connection with such hedge positions pursuant to a block sale transaction effected by Deutsche Bank Securities Inc.

Item 4 of the Schedule 13D is hereby amended and supplemented by the incorporation by reference of the exhibits attached hereto.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

Item 5 of the Schedule 13D is hereby amended and supplemented by replacing the final paragraph thereof with the following information:

The Reporting Persons are the beneficial owners of 30,846,611 Ordinary Shares of the Issuer. That number of shares represents 16.4% of the aggregate of 187,865,737 Ordinary Shares that the Reporting Persons understand to be issued and outstanding based on the number of Ordinary Shares that the Issuer reported in its Report of Foreign Private Issuer on Form 6-K filed on August 10, 2016 were issued and outstanding as of June 30, 2016.

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

Item 6 of the Schedule 13D is hereby amended and supplemented by the incorporation by reference of the information provided above in the response to Item 4.

ITEM 6. INFORMATION TO BE FILED AS EXHIBITS

- EXHIBIT 99.21 December 2014 Funded Collar Amendment, dated as of August 23, 2016, between the Stockholder and Deutsche Bank AG, London Branch
- EXHIBIT 99.22 December 2014 Funded Collar Amendment, dated as of August 23, 2016, between the Stockholder and UBS AG, London Branch
- EXHIBIT 99.23 December 2014 Funded Collar Amendment, dated as of August 23, 2016, between the Stockholder and Citibank N.A., London Branch

SIGNATURE

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

Dated: August 24, 2016

WAHA AC COÖPERATIEF U.A.

By: /s/ Fahad Al Qassim

Name: Fahad Al Qassim

Title: Managing Director

WAHA CAPITAL PJSC

By: /s/ Safwan Said

Name: Safwan Said

Title: Attorney

AMENDMENT TO THE CONFIRMATION



Deutsche Bank AG, London Branch
 Winchester house
 1 Great Winchester St, London EC2N 2DB
 Telephone: 44 20 7545 8000

c/o Deutsche Bank Securities Inc.
 60 Wall Street
 New York, NY 10005
 Telephone: 212-250-2500

DATED AS OF: August 23, 2016
TO: Waha AC Coöperatief U.A.
ATTENTION: Fahad Al Qassim
TELEPHONE: +971 2 403 9385
FACSIMILE: +971 2 667 7383
FROM: Deutsche Bank AG, London Branch
SUBJECT: Amendment to the Funded Collar Transaction
REFERENCE NUMBER(S): 610735

Dear Sir or Madam,

The purpose of this letter agreement (this “**Amendment**”) is to amend the letter agreement dated as of December 1, 2014, as amended from time to time to the date hereof, between Deutsche Bank AG, London Branch (“**Dealer**”) and Waha AC Coöperatief U.A. (“**Counterparty**”) (the “**Confirmation**”) confirming the terms and conditions of the Funded Collar Transaction (the “**Transaction**”). Any capitalized term used but not defined herein shall have the meaning assigned thereto in the Confirmation. References to the “**Security Deed**” shall be to the Security Deed as confirmed and supplemented by the supplemental security deed dated on or around the date hereof (the “**Supplemental Security Deed**”). The Supplemental Security Deed shall constitute a “**Document**” for the purposes of the Confirmation.

DEUTSCHE BANK AG, LONDON BRANCH IS NOT REGISTERED AS A BROKER DEALER UNDER THE U.S. SECURITIES EXCHANGE ACT OF 1934. DEUTSCHE BANK SECURITIES INC. (“AGENT”) HAS ACTED SOLELY AS AGENT IN CONNECTION WITH THIS AMENDMENT AND HAS NO OBLIGATION, BY WAY OF ISSUANCE, ENDORSEMENT, GUARANTEE OR OTHERWISE WITH RESPECT TO THE PERFORMANCE OF EITHER PARTY UNDER THIS AMENDMENT. AS SUCH, ALL DELIVERY OF FUNDS, ASSETS, NOTICES, DEMANDS AND COMMUNICATIONS OF ANY KIND RELATING TO THIS AMENDMENT BETWEEN DEUTSCHE BANK AG, LONDON BRANCH, AND

Chairman of the Supervisory Board: Dr. Paul Achleitner.
 Management Board: John Cryan (Co-Chairman), Jürgen Fitschen (Co-Chairman), Stuart Lewis, Sylvie Matherat, Quintin Price, Garth Ritchie, Karl von Rohr, Marcus Schenck, Christian Sewing, Jeff Urwin.

Deutsche Bank AG is authorised under German Banking Law (competent authority: European Central Bank and the BaFin, Germany’s Federal Financial Supervisory Authority) and, in the United Kingdom, by the Prudential Regulation Authority. It is subject to supervision by the European Central Bank and by BaFin, and is subject to limited regulation in the United Kingdom by the Financial Conduct Authority and the Prudential Regulation Authority.

Deutsche Bank AG is a joint stock corporation with limited liability incorporated in the Federal Republic of Germany, Local Court of Frankfurt am Main, HRB No. 30 000; Branch Registration in England and Wales BR000005 and Registered Address: Winchester House, 1 Great Winchester Street, London EC2N 2DB. Deutsche Bank AG, London Branch is a member of the London Stock Exchange. (Details about the extent of our authorisation and regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority, are available on request or from www.db.com/en/content/eu_disclosures.htm)

COUNTERPARTY SHALL BE TRANSMITTED EXCLUSIVELY THROUGH DEUTSCHE BANK SECURITIES INC. DEUTSCHE BANK AG, LONDON BRANCH IS NOT A MEMBER OF THE SECURITIES INVESTOR PROTECTION CORPORATION (SIPC).

1. Amendments. The Confirmation is hereby amended as of the Amendment Effective Date (as defined below) by:
 - a. replacing “USD 37.1070” opposite the caption “Put Strike Price” under the heading “General Terms” in Section 2 of the Confirmation with the words “With respect to each Component, as set forth in Annex A to this Confirmation”; and
 - b. amending and restating Annex A of the Confirmation in its entirety as set forth in Annex A hereto.
2. Amendment Payment. Dealer shall pay to Counterparty an amount equal to USD 18,766,966 on or prior to August 26, 2016.
3. Collateral.
 - a. As of the Amendment Effective Date, as a result of the increase to the Number of Transaction Shares pursuant to this Amendment (the “**Share Upsize**”), the Collateral shall also be increased by a number of Collateral Shares equal to such Share Upsize, which shall be deemed to have been deposited to the Collateral Account on the Amendment Effective Date and immediately Rehypothecated by Dealer.
 - b. Counterparty hereby confirms and agrees that none of the rights and remedies of Dealer under the Security Deed shall be prejudiced, avoided or otherwise adversely affected by this Amendment and Dealer may rely and continue to rely on the Security Deed and the Supplemental Security Deed as if references therein to the “Confirmation” and to the “Agreement” are to such instrument as amended, varied, extended and supplemented from time to time.
4. Representations, Warranties and Covenants.
 - a. Each of Dealer and Counterparty hereby repeat and remake each representation, warranty and covenant set forth in the provisions opposite the caption “Collateral” of the Confirmation, in Section 4 of the Confirmation and in the Agreement made on the Trade Date to each other as if this Amendment were the Confirmation and the Transaction and as if the date hereof were the Trade Date and references to the Security Deed were to the Security Deed and the Supplemental Security Deed.
 - b. Counterparty represents and warrants to, and agrees with, Dealer that Counterparty shall file or cause to be filed, on the date hereof and in the manner contemplated by Rule 144(h) under the Securities Act, a notice on Form 144 relating to a number of Shares equal to the Aggregate Hedge Shares (as defined below), in the form and substance as previously provided to Dealer. Counterparty shall provide Dealer a reasonable opportunity to review and comment on any other public disclosure related to this Amendment and the transactions contemplated hereby, including, without limitation, any report or schedule filed or amended under the Exchange Act.
 - c. Counterparty represents and warrants to, and agrees with, Dealer that from the date three months prior to the date hereof, neither Counterparty nor any affiliate of Counterparty nor any person who would be considered to be the same “person” as Counterparty or “act[ing] in concert” with Counterparty (as such terms are used in clauses (a)(2) and (e)(3)(vi) of Rule 144 under the Securities Act (“**Rule 144**”)) has sold or hedged (through swaps, options, short sales or otherwise) any long position in, any Shares. Counterparty has not solicited or arranged for the solicitation of, and will not solicit or arrange for the solicitation of, orders to buy Shares in anticipation of or in connection with any sales of the Aggregate Hedge Shares. Except as

provided herein and the similar agreements entered into as of the date hereof, Counterparty has not made or arranged for, and will not make or arrange for, any payment to any person in connection with any sales of the Aggregate Hedge Shares that may be effected by or on behalf of Dealer. Counterparty does not know or have any reason to believe that the Issuer has not complied with the reporting requirements contained in paragraph (c)(1) of Rule 144. For the purposes of this paragraph, Shares shall be deemed to include securities convertible into or exchangeable or exercisable for Shares.

- d. Each of Dealer and Counterparty represents and warrants to, and agrees with, the other that the Aggregate Hedge Shares are intended to be sold in transactions conforming to the manner-of-sale conditions described in Rule 144(f) and (g).
- e. Dealer agrees with Counterparty that an affiliate of Dealer that is registered as a broker and a dealer with the Securities and Exchange Commission and is a “market maker” or a “block positioner,” as such terms are used in Rule 144, shall sell the Aggregate Hedge Shares.

5. Conditions to Effectiveness. This Amendment shall be effective on the date (the “**Amendment Effective Date**”) the following conditions have been satisfied or waived:

- a. Each of Dealer and Counterparty shall have performed all of the obligations required to be performed by it hereunder on or prior to the date required hereby;
- b. Counterparty shall have agreed to sell, and Deutsche Bank Securities Inc. (the “**Block Placement Bank**”) shall have agreed to buy, an aggregate of 994,548 Shares (the “**Aggregate Hedge Shares**”) at a price of USD 38.60 per share under Rule 144, pursuant to such terms and conditions as may be agreed between Counterparty and the Block Placement Bank;
- c. Dealer shall have received a transfer of an aggregate of 97,012 Shares (the “**Additional Collateral Shares**”) and USD 7,830,936 from one or more other financial institutions as an adjustment to its Hedge Position in respect of the Transaction;
- d. all documents and instruments, required by law or reasonably requested by Dealer to be filed, registered or recorded to create and/or re-confirm any additional security interests intended to be created by the Security Deed and perfect or record such security interests shall have been filed, registered or recorded or delivered to Dealer for filing, registration or recording;
- e. the Supplemental Security Deed shall have been duly executed and delivered and perfection steps over the Collateral Shares (including any Additional Collateral Shares) required in the relevant jurisdiction shall have been completed;
- f. all of the representations and warranties of Counterparty hereunder shall be true and correct;
- g. Counterparty shall have provided to Dealer (i) a legal opinion of Clifford Chance LLP, as Dutch counsel to Counterparty, (ii) a legal opinion of Latham & Watkins LLP, as English counsel to Counterparty and (iii) a legal opinion of Latham & Watkins LLP, as U.S. counsel to Counterparty, in each case addressed to Dealer and in form and substance as previously provided to Dealer; and
- h. the Block Placement Bank shall have received 994,548 Shares from one or more other financial institutions in settlement of the Aggregate Hedge Shares.

If the Amendment Effective Date shall not have occurred by August 26, 2016 (or such later date as agreed upon by the parties hereto), this Amendment shall automatically terminate and cease to be of further effect and the parties shall have no obligations in connection with this Amendment, other than (x) in respect of breaches of representations or covenants on or prior to such date and (y) pursuant to Section 6 below. Each of Dealer and Counterparty agree to use commercially reasonable efforts to cause the Amendment Effective Date to occur on or prior to August 26, 2016.

6. Hedging Costs. If (i) the Amendment Effective Date does not occur by August 26, 2016 (or such later date as agreed upon by the parties hereto), (ii) Dealer has not breached the Confirmation, as amended by this Amendment and (iii) this Amendment is terminated as set forth in Section 5 above, Counterparty shall, upon the written request of Dealer, promptly reimburse Dealer for any costs (including, but not limited to, hedging mismatches and market losses) and expenses incurred by Dealer in connection with its hedging activities or otherwise in connection with this Amendment on and after the date hereof.

7. Continuing Effect. This Amendment amends solely the terms and provisions of the Transaction and the Confirmation set forth herein and nothing in this Amendment is intended or shall be construed as amending or waiving any other terms or provisions of the Transaction, the Confirmation or any other rights of Dealer or Counterparty under the Transaction or the Confirmation. Dealer and Counterparty acknowledge that each of the Transaction and the Confirmation (each as amended by this Amendment) are in full force and effect and are hereby confirmed and ratified in all respects. References in the Confirmation to the “Confirmation” or the “Transaction”, as applicable, shall refer to the Confirmation or the Transaction, as applicable, as amended by this Amendment. Counterparty hereby confirms and agrees that none of the rights and remedies of Dealer under the Confirmation shall be prejudiced, avoided or otherwise adversely affected by this Amendment and Dealer may rely and continue to rely on the Confirmation as if references therein to the “Confirmation” are to such instrument as amended, varied, extended and supplemented by this Amendment.

8. Severability; Illegality. Notwithstanding anything to the contrary in the Agreement, if compliance by either party with any provision of this Amendment would be unenforceable or illegal, (i) the parties shall negotiate in good faith to resolve such unenforceability or illegality in a manner that preserves the economic benefits of the transactions contemplated hereby and (ii) the other provisions of this Amendment shall not be invalidated, but shall remain in full force and effect.

9. Governing Law; Submission to Jurisdiction. This Amendment and all matters and all non-contractual obligations arising out of or in connection with this Amendment shall be governed by, and construed and enforced in accordance with, English Law. This Amendment is also subject to, and incorporates, the jurisdiction provisions contained in Section 13(b) of the Agreement as though, for such purpose, references in such Section 13(b) (as amended pursuant to the following proviso) to the “Agreement” were deemed to refer to this Amendment; *provided* that in the first line of Section 13(b) the following shall be inserted after the word “Agreement”: “including, without limitation, disputes relating to any non-contractual obligations arising out of or in connection with this Amendment”.

10. Contracts (Rights of Third Parties) Act 1999. A person who is not a party to this Amendment has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Amendment but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

11. Market Abuse Regulation Representations.

- a. In connection with this Amendment, Counterparty on behalf of itself and each Relevant Person (as defined below) hereby represents and warrants to Dealer, on the date of this Amendment and on each following day up to and including the date on which all amounts and liabilities under the Transaction have been discharged, that:
 - i. for the purposes of the EU Market Abuse Regulations or comparable legislation of any other applicable jurisdiction (including but not limited to the jurisdictions in which Dealer and the issuer of the Shares are incorporated), (each, a “**Relevant Jurisdiction**”) neither Counterparty nor any of its or its affiliate’s respective directors, employees or agents (each a “**Relevant Person**”) has made, or in any way influenced, the decision to enter into this Amendment on the basis of any inside information, price-sensitive information or other material non-public information (for the purposes of this letter, each however defined under all applicable laws and regulations in each Relevant Jurisdiction) and neither Counterparty nor any of the Relevant Persons will at any time during the term of the Transaction disclose any inside information, material non-public information or price-sensitive information to Dealer;

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- ii. Counterparty further warrants that, by entering into this Amendment, Dealer will not be caused to be in possession of any price-sensitive information;
 - iii. Counterparty shall not seek to terminate, amend or otherwise modify the terms of the Transaction or exercise any right or take any action under the terms of the Transaction if it or any of the Relevant Persons is in possession of any price-sensitive or other material non-public information (each however defined under all applicable laws and regulations in each Relevant Jurisdiction) regarding any of the Shares;
 - iv. neither Counterparty, nor any of the Relevant Persons has engaged in any behaviour or action which is designed to cause or result in, has caused or resulting in, or might reasonably be expected to cause or result in, stabilisation or manipulation of the price of, or creating any false impression as to the demand or supply of, the Shares (or any other securities issued by the issuer thereof);
 - v. Counterparty and the Relevant Persons have not made, and will not make, any disclosure of false, incomplete, or misleading information which has caused, or might reasonably be expected to cause, a change in the normal functioning of the securities market, the stabilisation or manipulation of the price of, or creating any false impression as to the demand or supply of, the Shares (or any other securities issued by the issuer thereof); and
 - vi. Counterparty confirms that the transactions contemplated hereby are within its corporate powers, and that they constitute a genuine and legitimate business and commercial purpose. Counterparty further confirms that it is not entering into this Amendment for any illegal, improper or unethical purpose.
- b. Counterparty hereby further undertakes to comply with all relevant laws and regulations with respect to the Transaction, including without limitation any disclosure rules in the Relevant Jurisdictions.

12. Method of Delivery. Whenever delivery of funds or other assets is required hereunder by or to Counterparty, such delivery shall be effected through Agent. In addition, all notices, demands and communications of any kind relating to the Transaction between Dealer and Counterparty shall be transmitted exclusively through Agent.

This Amendment may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Very truly yours,

DEUTSCHE BANK AG, LONDON BRANCH

By: /s/ Mark Bamber

Name: Mark Bamber

Title: Managing Director

By: /s/ Brad Kurtzman

Name: Brad Kurtzman

Title: Managing Director

DEUTSCHE BANK SECURITIES INC.,
acting solely as Agent in connection with this
Amendment

By: /s/ Robert M. Beck

Name: Robert M. Beck

Title: Director

By: /s/ Brad Kurtzman

Name: Brad Kurtzman

Title: Managing Director

[Signature page of Amendment]

Chairman of the Supervisory Board: Dr. Paul Achleitner.
Management Board: John Cryan (Co-Chairman), Jürgen Fitschen
(Co-Chairman), Stuart Lewis, Sylvie Matherat, Quintin Price,
Garth Ritchie, Karl von Rohr, Marcus Schenck, Christian Sewing,
Jeff Urwin.

Deutsche Bank AG is authorised under German Banking Law
(competent authority: European Central Bank and the BaFin,
Germany's Federal Financial Supervisory Authority) and, in the
United Kingdom, by the Prudential Regulation Authority. It is
subject to supervision by the European Central Bank and by
BaFin, and is subject to limited regulation in the United Kingdom
by the Financial Conduct Authority and the Prudential Regulation
Authority.

Deutsche Bank AG is a joint stock corporation with limited
liability incorporated in the Federal Republic of Germany, Local
Court of Frankfurt am Main, HRB No. 30 000; Branch
Registration in England and Wales BR000005 and Registered
Address: Winchester House, 1 Great Winchester Street, London
EC2N 2DB. Deutsche Bank AG, London Branch is a member of
the London Stock Exchange. (Details about the extent of our
authorisation and regulation by the Prudential Regulation
Authority, and regulation by the Financial Conduct Authority, are
available on request or from
www.db.com/en/content/eu_disclosures.htm)

Counterparty hereby agrees to, accepts and confirms the terms of the foregoing as of the date set forth above.

WAHA AC COÖPERATIEF U.A.

By: /s/ Fahad Al Qassim

Name: Fahad Al Qassim

Title: Proxy Holder

[Signature page of Amendment]

For each Component, the Number of Options and the Scheduled Valuation Date is set forth below:

Component Number	Number of Options	Put Strike Price	Call Strike Price	Scheduled Valuation Date	Final Disruption Date
1	79,489	USD 34.7400	USD 55.9700	9/10/2018	10/19/2018
2	79,489	USD 34.7400	USD 55.9700	9/11/2018	10/19/2018
3	79,489	USD 34.7400	USD 55.9700	9/12/2018	10/19/2018
4	79,489	USD 34.7400	USD 55.9700	9/13/2018	10/19/2018
5	79,489	USD 34.7400	USD 55.9700	9/14/2018	10/19/2018
6	79,489	USD 34.7400	USD 55.9700	9/17/2018	10/19/2018
7	79,489	USD 34.7400	USD 55.9700	9/18/2018	10/19/2018
8	79,489	USD 34.7400	USD 55.9700	9/19/2018	10/19/2018
9	79,489	USD 34.7400	USD 55.9700	9/20/2018	10/19/2018
10	79,489	USD 34.7400	USD 55.9700	9/21/2018	10/19/2018
11	79,489	USD 34.7400	USD 55.9700	9/24/2018	10/19/2018
12	79,489	USD 34.7400	USD 55.9700	9/25/2018	10/19/2018
13	79,489	USD 34.7400	USD 55.9700	9/26/2018	10/19/2018
14	79,489	USD 34.7400	USD 55.9700	9/27/2018	10/19/2018
15	79,489	USD 34.7400	USD 55.9700	9/28/2018	10/19/2018
16	79,489	USD 34.7400	USD 55.9700	10/1/2018	10/19/2018
17	79,489	USD 34.7400	USD 55.9700	10/2/2018	10/19/2018
18	79,489	USD 34.7400	USD 55.9700	10/3/2018	10/19/2018
19	79,489	USD 34.7400	USD 55.9700	10/4/2018	10/19/2018
20	79,483	USD 34.7400	USD 55.9700	10/5/2018	10/19/2018
21	39,795	USD 37.1070	USD 51.5375	1/19/2017	3/2/2017
22	39,795	USD 37.1070	USD 51.5375	1/20/2017	3/2/2017
23	39,795	USD 37.1070	USD 51.5375	1/23/2017	3/2/2017
24	39,795	USD 37.1070	USD 51.5375	1/24/2017	3/2/2017
25	39,795	USD 37.1070	USD 51.5375	1/25/2017	3/2/2017
26	39,795	USD 37.1070	USD 51.5375	1/26/2017	3/2/2017
27	39,795	USD 37.1070	USD 51.5375	1/27/2017	3/2/2017
28	39,795	USD 37.1070	USD 51.5375	1/30/2017	3/2/2017
29	39,795	USD 37.1070	USD 51.5375	1/31/2017	3/2/2017
30	39,795	USD 37.1070	USD 51.5375	2/1/2017	3/2/2017
31	39,795	USD 37.1070	USD 51.5375	2/2/2017	3/2/2017
32	39,795	USD 37.1070	USD 51.5375	2/3/2017	3/2/2017
33	39,795	USD 37.1070	USD 51.5375	2/6/2017	3/2/2017
34	39,795	USD 37.1070	USD 51.5375	2/7/2017	3/2/2017

Component Number	Number of Options	Put Strike Price	Call Strike Price	Scheduled Valuation Date	Final Disruption Date
35	39,795	USD 37.1070	USD 51.5375	2/8/2017	3/2/2017
36	39,795	USD 37.1070	USD 51.5375	2/9/2017	3/2/2017
37	39,795	USD 37.1070	USD 51.5375	2/10/2017	3/2/2017
38	39,795	USD 37.1070	USD 51.5375	2/13/2017	3/2/2017
39	39,795	USD 37.1070	USD 51.5375	2/14/2017	3/2/2017
40	38,774	USD 37.1070	USD 51.5375	2/15/2017	3/2/2017
41	39,795	USD 37.1070	USD 53.5990	1/19/2018	3/2/2018
42	39,795	USD 37.1070	USD 53.5990	1/22/2018	3/2/2018
43	39,795	USD 37.1070	USD 53.5990	1/23/2018	3/2/2018
44	39,795	USD 37.1070	USD 53.5990	1/24/2018	3/2/2018
45	39,795	USD 37.1070	USD 53.5990	1/25/2018	3/2/2018
46	39,795	USD 37.1070	USD 53.5990	1/26/2018	3/2/2018
47	39,795	USD 37.1070	USD 53.5990	1/29/2018	3/2/2018
48	39,795	USD 37.1070	USD 53.5990	1/30/2018	3/2/2018
49	39,795	USD 37.1070	USD 53.5990	1/31/2018	3/2/2018
50	39,795	USD 37.1070	USD 53.5990	2/1/2018	3/2/2018
51	39,795	USD 37.1070	USD 53.5990	2/2/2018	3/2/2018
52	39,795	USD 37.1070	USD 53.5990	2/5/2018	3/2/2018
53	39,795	USD 37.1070	USD 53.5990	2/6/2018	3/2/2018
54	39,795	USD 37.1070	USD 53.5990	2/7/2018	3/2/2018
55	39,795	USD 37.1070	USD 53.5990	2/8/2018	3/2/2018
56	39,795	USD 37.1070	USD 53.5990	2/9/2018	3/2/2018
57	39,795	USD 37.1070	USD 53.5990	2/12/2018	3/2/2018
58	39,795	USD 37.1070	USD 53.5990	2/13/2018	3/2/2018
59	39,795	USD 37.1070	USD 53.5990	2/14/2018	3/2/2018
60	38,774	USD 37.1070	USD 53.5990	2/15/2018	3/2/2018



UBS AG, london Branch
 5 Broadgate
 London, EC2M 2QS
 Tel. +44-20-7567 8000
 www.ubs.com

EXECUTION VERSION

AMENDMENT TO THE CONFIRMATION

DATED AS OF: August 23, 2016
TO: Waha AC Coöperatief U.A.
ATTENTION: Fahad Al Qassim
TELEPHONE: +971 2 403 9385
FACSIMILE: +971 2 667 7383
FROM: UBS AG, London Branch
SUBJECT: Amendment to the Funded Collar Transaction
REFERENCE NUMBER(S): BKP352STM4203783

Dear Sir or Madam,

The purpose of this letter agreement (this "**Amendment**") is to amend the letter agreement dated as of December 1, 2014, as amended from time to time to the date hereof, between UBS AG, London Branch ("**Dealer**") and Waha AC Coöperatief U.A. ("**Counterparty**") (the "**Confirmation**") confirming the terms and conditions of the Funded Collar Transaction (the "**Transaction**"). Any capitalized term used but not defined herein shall have the meaning assigned thereto in the Confirmation. References to the "Security Deed" shall be to the Security Deed as confirmed and supplemented by the supplemental security deed dated on or around the date hereof (the "**Supplemental Security Deed**") and references to the "Recalled Shares Security Deed" shall be to the Recalled Shares Security Deed as supplemented by the recalled share supplemental security deed dated on or around the date hereof (the "**Recalled Shares Supplemental Security Deed**"). The Supplemental Security Deed and the Recalled Shares Supplemental Security Deed shall each constitute a "Document" for the purposes of the Confirmation.

UBS Securities LLC (the "**Agent**") shall act as "agent" for Dealer and Counterparty within the meaning of Rule 15a-6 under the Exchange Act. The Agent is not a principal to this Amendment and shall have no responsibility or liability to Dealer or Counterparty in respect of this Amendment or the Transaction amended hereby, including, without limitation, in respect of the failure of Dealer or Counterparty to pay or perform under this Amendment. Each of Dealer and Counterparty agrees to proceed solely against the other to collect or recover any securities or money owing to it in connection with or as a result of this Amendment. The Agent shall otherwise have no liability in respect of this Amendment, except for its gross negligence or willful misconduct in performing its duties as Agent hereunder. As a broker-dealer registered with the Securities and Exchange Commission, the Agent will be responsible for (i) effecting any Transaction amended by this Amendment, (ii) issuing all required notices, confirmations and statements to Dealer and Counterparty and (iii) maintaining books and records relating to this Amendment.

1. Amendments. The Confirmation is hereby amended as of the Amendment Effective Date (as defined below) by:

- a. replacing "USD 37.1070" opposite the caption "Put Strike Price" under the heading "General Terms" in Section 2 of the Confirmation with the words "With respect to each Component, as set forth in Annex A to this Confirmation"; and
- b. amending and restating Annex A of the Confirmation in its entirety as set forth in Annex A hereto.

UBS Investment Bank is a business division of UBS AG

UBS Limited is a subsidiary of UBS AG

UBS Limited is incorporated as a limited liability company in England & Wales Registered Address: 5 Broadgate, London EC2M 2QS
 Company Number: 2035362

UBS Limited is a member of the London Stock Exchange and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

2. Amendment Payment. Counterparty shall pay to Dealer an amount equal to USD 31,510,603 on or prior to August 26, 2016.

3. Collateral.

- a. As of the Amendment Effective Date, as a result of the decrease to the Number of Transaction Shares pursuant to this Amendment (the “**Share Downsize**”), the Collateral shall also be decreased by a number of Collateral Shares equal to such Share Downsize, and Dealer’s return obligation in respect of the Collateral shall be decreased in a corresponding manner.
- b. Counterparty hereby confirms and agrees that none of the rights and remedies of Dealer under the Security Deed and the Recalled Shares Security Deed shall be prejudiced, avoided or otherwise adversely affected by this Amendment and Dealer may rely and continue to rely on the Security Deed, the Supplemental Security Deed, the Recalled Shares Security Deed and the Recalled Shares Supplemental Security Deed as if references therein to the “Confirmation” and to the “Agreement” are to such instrument as amended, varied, extended and supplemented from time to time.

4. Representations, Warranties and Covenants.

- a. Each of Dealer and Counterparty hereby repeat and remake each representation, warranty and covenant set forth in the provisions opposite the caption “Collateral” of the Confirmation, in Section 4 of the Confirmation and in the Agreement made on the Trade Date to each other as if this Amendment were the Confirmation and the Transaction and as if the date hereof were the Trade Date and references to the Security Deed were to the Security Deed and the Supplemental Security Deed.
- b. Counterparty represents and warrants to, and agrees with, Dealer that Counterparty shall file or cause to be filed, on the date hereof and in the manner contemplated by Rule 144(h) under the Securities Act, a notice on Form 144 relating to a number of Shares equal to the Aggregate Hedge Shares (as defined below), in the form and substance as previously provided to Dealer. Counterparty shall provide Dealer a reasonable opportunity to review and comment on any other public disclosure related to this Amendment and the transactions contemplated hereby, including, without limitation, any report or schedule filed or amended under the Exchange Act.
- c. Counterparty represents and warrants to, and agrees with, Dealer that from the date three months prior to the date hereof, neither Counterparty nor any affiliate of Counterparty nor any person who would be considered to be the same “person” as Counterparty or “act[ing] in concert” with Counterparty (as such terms are used in clauses (a)(2) and (e)(3)(vi) of Rule 144 under the Securities Act (“**Rule 144**”)) has sold or hedged (through swaps, options, short sales or otherwise) any long position in, any Shares. Counterparty has not solicited or arranged for the solicitation of, and will not solicit or arrange for the solicitation of, orders to buy Shares in anticipation of or in connection with any sales of the Aggregate Hedge Shares. Except as provided herein and the similar agreements entered into as of the date hereof, Counterparty has not made or arranged for, and will not make or arrange for, any payment to any person in connection with any sales of the Aggregate Hedge Shares that may be effected by or on behalf of Dealer. Counterparty does not know or have any reason to believe that the Issuer has not complied with the reporting requirements contained in paragraph (c)(1) of Rule 144. For the purposes of this paragraph, Shares shall be deemed to include securities convertible into or exchangeable or exercisable for Shares.
- d. Each of Dealer and Counterparty represents and warrants to, and agrees with, the other that the Aggregate Hedge Shares are intended to be sold in transactions conforming to the manner-of-sale conditions described in Rule 144(f) and (g).

5. Conditions to Effectiveness. This Amendment shall be effective on the date (the “**Amendment Effective Date**”) the following conditions have been satisfied or waived:

- a. Each of Dealer and Counterparty shall have performed all of the obligations required to be performed by it hereunder on or prior to the date required hereby;
- b. Counterparty shall have agreed to sell, and Deutsche Bank Securities Inc. (the “**Block Placement Bank**”) shall have agreed to buy, an aggregate of 994,548 Shares (the “**Aggregate Hedge Shares**”) at a price of USD 38.60 per share under Rule 144, pursuant to such terms and conditions as may be agreed between Counterparty and the Block Placement Bank;
- c. Dealer shall have transferred an aggregate of 97,012 Shares and USD 7,830,936 to one or more other financial institutions as an adjustment to its Hedge Position in respect of the Transaction;
- d. all documents and instruments, required by law or reasonably requested by Dealer to be filed, registered or recorded to create and/or re-confirm any additional security interests intended to be created by the Security Deed and perfect or record such security interests shall have been filed, registered or recorded or delivered to Dealer for filing, registration or recording;
- e. each of the Supplemental Security Deed and the Recalled Shares Supplemental Security Deed shall have been duly executed and delivered and perfection steps over the Collateral Shares required in the relevant jurisdiction shall have been completed;
- f. all of the representations and warranties of Counterparty hereunder shall be true and correct;
- g. Counterparty shall have provided to Dealer (i) a legal opinion of Clifford Chance LLP, as Dutch counsel to Counterparty, (ii) a legal opinion of Latham & Watkins LLP, as English counsel to Counterparty and (iii) a legal opinion of Latham & Watkins LLP, as U.S. counsel to Counterparty, in each case addressed to Dealer and in form and substance as previously provided to Dealer; and
- h. Dealer and the Block Placement Bank shall have settled the sale of the portion of the Aggregate Hedge Shares corresponding to the Confirmation, as amended by this Amendment, by Dealer’s delivery of 495,009 Shares to the Block Placement Bank in return for an affiliate of the Block Placement Bank’s effective assumption of a portion of Dealer’s Share return obligation under the Confirmation.

If the Amendment Effective Date shall not have occurred by August 26, 2016 (or such later date as agreed upon by the parties hereto), this Amendment shall automatically terminate and cease to be of further effect and the parties shall have no obligations in connection with this Amendment, other than (x) in respect of breaches of representations or covenants on or prior to such date and (y) pursuant to Section 6 below. Each of Dealer and Counterparty agree to use commercially reasonable efforts to cause the Amendment Effective Date to occur on or prior to August 26, 2016.

6. Hedging Costs. If (i) the Amendment Effective Date does not occur by August 26, 2016 (or such later date as agreed upon by the parties hereto), (ii) Dealer has not breached the Confirmation, as amended by this Amendment and (iii) this Amendment is terminated as set forth in Section 5 above, Counterparty shall, upon the written request of Dealer, promptly reimburse Dealer for any costs (including, but not limited to, hedging mismatches and market losses) and expenses incurred by Dealer in connection with its hedging activities or otherwise in connection with this Amendment on and after the date hereof.

7. Continuing Effect. This Amendment amends solely the terms and provisions of the Transaction and the Confirmation set forth herein and nothing in this Amendment is intended or shall be construed as amending or waiving any other terms or provisions of the Transaction, the Confirmation or any other rights of Dealer or Counterparty under the Transaction or the Confirmation. Dealer and Counterparty acknowledge that each of the Transaction and the Confirmation (each as amended by this Amendment) are in full force and effect and are hereby confirmed and ratified in all respects. References in the Confirmation to the “Confirmation” or the “Transaction”, as

applicable, shall refer to the Confirmation or the Transaction, as applicable, as amended by this Amendment. Counterparty hereby confirms and agrees that none of the rights and remedies of Dealer under the Confirmation shall be prejudiced, avoided or otherwise adversely affected by this Amendment and Dealer may rely and continue to rely on the Confirmation as if references therein to the "Confirmation" are to such instrument as amended, varied, extended and supplemented by this Amendment.

8. Severability; Illegality. Notwithstanding anything to the contrary in the Agreement, if compliance by either party with any provision of this Amendment would be unenforceable or illegal, (i) the parties shall negotiate in good faith to resolve such unenforceability or illegality in a manner that preserves the economic benefits of the transactions contemplated hereby and (ii) the other provisions of this Amendment shall not be invalidated, but shall remain in full force and effect.

9. Governing Law; Submission to Jurisdiction. This Amendment and all matters and all non-contractual obligations arising out of or in connection with this Amendment shall be governed by, and construed and enforced in accordance with, English Law. This Amendment is also subject to, and incorporates, the jurisdiction provisions contained in Section 13(b) of the Agreement as though, for such purpose, references in such Section 13(b) (as amended pursuant to the following proviso) to the "Agreement" were deemed to refer to this Amendment; *provided* that in the first line of Section 13(b) the following shall be inserted after the word "Agreement": "including, without limitation, disputes relating to any non-contractual obligations arising out of or in connection with this Amendment".

10. Contracts (Rights of Third Parties) Act 1999. A person who is not a party to this Amendment has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Amendment but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

11. Market Abuse Regulation Representations.

- a. In connection with this Amendment, Counterparty on behalf of itself and each Relevant Person (as defined below) hereby represents and warrants to Dealer, on the date of this Amendment and on each following day up to and including the date on which all amounts and liabilities under the Transaction have been discharged, that:
 - i. for the purposes of the EU Market Abuse Regulations or comparable legislation of any other applicable jurisdiction (including but not limited to the jurisdictions in which Dealer and the issuer of the Shares are incorporated), (each, a "**Relevant Jurisdiction**") neither Counterparty nor any of its or its affiliate's respective directors, employees or agents (each a "**Relevant Person**") has made, or in any way influenced, the decision to enter into this Amendment on the basis of any inside information, price-sensitive information or other material non-public information (for the purposes of this letter, each however defined under all applicable laws and regulations in each Relevant Jurisdiction) and neither Counterparty nor any of the Relevant Persons will at any time during the term of the Transaction disclose any inside information, material non-public information or price-sensitive information to Dealer;
 - ii. Counterparty further warrants that, by entering into this Amendment, Dealer will not be caused to be in possession of any price-sensitive information;
 - iii. Counterparty shall not seek to terminate, amend or otherwise modify the terms of the Transaction or exercise any right or take any action under the terms of the Transaction if it or any of the Relevant Persons is in possession of any price-sensitive or other material non-public information (each however defined under all applicable laws and regulations in each Relevant Jurisdiction) regarding any of the Shares;
 - iv. neither Counterparty, nor any of the Relevant Persons has engaged in any behaviour or action which is designed to cause or result in, has caused or resulting in, or might reasonably be expected to cause or result in, stabilisation or manipulation of the price of, or creating any false impression as to the demand or supply of, the Shares (or any other securities issued by the issuer thereof);

-
- v. Counterparty and the Relevant Persons have not made, and will not make, any disclosure of false, incomplete, or misleading information which has caused, or might reasonably be expected to cause, a change in the normal functioning of the securities market, the stabilisation or manipulation of the price of, or creating any false impression as to the demand or supply of, the Shares (or any other securities issued by the issuer thereof); and
 - vi. Counterparty confirms that the transactions contemplated hereby are within its corporate powers, and that they constitute a genuine and legitimate business and commercial purpose. Counterparty further confirms that it is not entering into this Amendment for any illegal, improper or unethical purpose.
- b. Counterparty hereby further undertakes to comply with all relevant laws and regulations with respect to the Transaction, including without limitation any disclosure rules in the Relevant Jurisdictions.

12. Method of Delivery. This Amendment has been entered into by a member of the UBS group (“**UBS Party**”). For the avoidance of doubt, any payment or delivery obligations of the UBS Party in respect of this Amendment may be effected by either UBS Limited, UBS Securities LLC or UBS AG, London Branch (the “**Settlement Agent**”). UBS Party has authorised the Settlement Agent to act on its behalf in the same manner and with the same force and effect as UBS Party might or could do in connection with any such payment or delivery obligation.

This Amendment may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Very truly yours,

UBS AG, LONDON BRANCH

By: /s/ Jeremy S. Sloan

Name: Jeremy S. Sloan

Title: Managing Director

By: /s/ Enes Ayaz

Name: Enes Ayaz

Title: Associate Director

[Signature page of Amendment]

Counterparty hereby agrees to, accepts and confirms the terms of the foregoing as of the date set forth above.

WAHA AC COÖPERATIEF U.A.

By: /s/ Fahad Al Qassim

Name: Fahad Al Qassim

Title: Proxy Holder

[Signature page of Amendment]

For each Component, the Number of Options and the Scheduled Valuation Date is set forth below:

Component Number	Number of Options	Put Strike Price	Call Strike Price	Scheduled Valuation Date	Final Disruption Date
1	19,744	USD 34.7400	USD 55.9700	9/10/2018	10/19/2018
2	19,744	USD 34.7400	USD 55.9700	9/11/2018	10/19/2018
3	19,744	USD 34.7400	USD 55.9700	9/12/2018	10/19/2018
4	19,744	USD 34.7400	USD 55.9700	9/13/2018	10/19/2018
5	19,744	USD 34.7400	USD 55.9700	9/14/2018	10/19/2018
6	19,744	USD 34.7400	USD 55.9700	9/17/2018	10/19/2018
7	19,744	USD 34.7400	USD 55.9700	9/18/2018	10/19/2018
8	19,744	USD 34.7400	USD 55.9700	9/19/2018	10/19/2018
9	19,744	USD 34.7400	USD 55.9700	9/20/2018	10/19/2018
10	19,744	USD 34.7400	USD 55.9700	9/21/2018	10/19/2018
11	19,744	USD 34.7400	USD 55.9700	9/24/2018	10/19/2018
12	19,744	USD 34.7400	USD 55.9700	9/25/2018	10/19/2018
13	19,744	USD 34.7400	USD 55.9700	9/26/2018	10/19/2018
14	19,744	USD 34.7400	USD 55.9700	9/27/2018	10/19/2018
15	19,744	USD 34.7400	USD 55.9700	9/28/2018	10/19/2018
16	19,744	USD 34.7400	USD 55.9700	10/1/2018	10/19/2018
17	19,744	USD 34.7400	USD 55.9700	10/2/2018	10/19/2018
18	19,744	USD 34.7400	USD 55.9700	10/3/2018	10/19/2018
19	19,744	USD 34.7400	USD 55.9700	10/4/2018	10/19/2018
20	22,298	USD 34.7400	USD 55.9700	10/5/2018	10/19/2018
21	59,693	USD 37.1070	USD 51.5375	1/19/2017	3/2/2017
22	59,693	USD 37.1070	USD 51.5375	1/20/2017	3/2/2017
23	59,693	USD 37.1070	USD 51.5375	1/23/2017	3/2/2017
24	59,693	USD 37.1070	USD 51.5375	1/24/2017	3/2/2017
25	59,693	USD 37.1070	USD 51.5375	1/25/2017	3/2/2017
26	59,693	USD 37.1070	USD 51.5375	1/26/2017	3/2/2017
27	59,693	USD 37.1070	USD 51.5375	1/27/2017	3/2/2017
28	59,693	USD 37.1070	USD 51.5375	1/30/2017	3/2/2017
29	59,693	USD 37.1070	USD 51.5375	1/31/2017	3/2/2017
30	59,693	USD 37.1070	USD 51.5375	2/1/2017	3/2/2017
31	59,693	USD 37.1070	USD 51.5375	2/2/2017	3/2/2017
32	59,693	USD 37.1070	USD 51.5375	2/3/2017	3/2/2017
33	59,693	USD 37.1070	USD 51.5375	2/6/2017	3/2/2017
34	59,693	USD 37.1070	USD 51.5375	2/7/2017	3/2/2017

Component Number	Number of Options	Put Strike Price	Call Strike Price	Scheduled Valuation Date	Final Disruption Date
35	59,693	USD 37.1070	USD 51.5375	2/8/2017	3/2/2017
36	59,693	USD 37.1070	USD 51.5375	2/9/2017	3/2/2017
37	59,693	USD 37.1070	USD 51.5375	2/10/2017	3/2/2017
38	59,693	USD 37.1070	USD 51.5375	2/13/2017	3/2/2017
39	59,693	USD 37.1070	USD 51.5375	2/14/2017	3/2/2017
40	58,162	USD 37.1070	USD 51.5375	2/15/2017	3/2/2017
41	59,693	USD 37.1070	USD 53.5990	1/19/2018	3/2/2018
42	59,693	USD 37.1070	USD 53.5990	1/22/2018	3/2/2018
43	59,693	USD 37.1070	USD 53.5990	1/23/2018	3/2/2018
44	59,693	USD 37.1070	USD 53.5990	1/24/2018	3/2/2018
45	59,693	USD 37.1070	USD 53.5990	1/25/2018	3/2/2018
46	59,693	USD 37.1070	USD 53.5990	1/26/2018	3/2/2018
47	59,693	USD 37.1070	USD 53.5990	1/29/2018	3/2/2018
48	59,693	USD 37.1070	USD 53.5990	1/30/2018	3/2/2018
49	59,693	USD 37.1070	USD 53.5990	1/31/2018	3/2/2018
50	59,693	USD 37.1070	USD 53.5990	2/1/2018	3/2/2018
51	59,693	USD 37.1070	USD 53.5990	2/2/2018	3/2/2018
52	59,693	USD 37.1070	USD 53.5990	2/5/2018	3/2/2018
53	59,693	USD 37.1070	USD 53.5990	2/6/2018	3/2/2018
54	59,693	USD 37.1070	USD 53.5990	2/7/2018	3/2/2018
55	59,693	USD 37.1070	USD 53.5990	2/8/2018	3/2/2018
56	59,693	USD 37.1070	USD 53.5990	2/9/2018	3/2/2018
57	59,693	USD 37.1070	USD 53.5990	2/12/2018	3/2/2018
58	59,693	USD 37.1070	USD 53.5990	2/13/2018	3/2/2018
59	59,693	USD 37.1070	USD 53.5990	2/14/2018	3/2/2018
60	58,162	USD 37.1070	USD 53.5990	2/15/2018	3/2/2018



AMENDMENT TO THE CONFIRMATION

DATED AS OF: August 23, 2016

TO: Waha AC Coöperatief U.A.
ATTENTION: Fahad Al Qassim
TELEPHONE: +971 2 403 9385
FACSIMILE: +971 2 667 7383

FROM: Citibank N.A., London Branch

SUBJECT: Amendment to the Funded Collar Transaction

Dear Sir or Madam,

The purpose of this letter agreement (this "**Amendment**") is to amend the letter agreement dated as of December 1, 2014, as amended from time to time to the date hereof, between Citibank N.A., London Branch ("**Dealer**") and Waha AC Coöperatief U.A. ("**Counterparty**") (the "**Confirmation**") confirming the terms and conditions of the Funded Collar Transaction (the "**Transaction**"). Any capitalized term used but not defined herein shall have the meaning assigned thereto in the Confirmation. References to the "Security Deed" shall be to the Security Deed as confirmed and supplemented by the supplemental security deed dated on or around the date hereof (the "**Supplemental Security Deed**"). The Supplemental Security Deed shall constitute a "Document" for the purposes of the Confirmation.

1. Amendments. The Confirmation is hereby amended as of the Amendment Effective Date (as defined below) by:
 - a. replacing "USD 37.1070" opposite the caption "Put Strike Price" under the heading "General Terms" in Section 2 of the Confirmation with the words "With respect to each Component, as set forth in Annex A to this Confirmation"; and
 - b. amending and restating Annex A of the Confirmation in its entirety as set forth in Annex A hereto.
2. Amendment Payment. Counterparty shall pay to Dealer an amount equal to USD 12,278,276 on or prior to August 26, 2016.
3. Collateral.
 - a. Counterparty hereby confirms and agrees that none of the rights and remedies of Dealer under the Security Deed shall be prejudiced, avoided or otherwise adversely affected by this Amendment and Dealer may rely and continue to rely on the Security Deed and the Supplemental Security Deed as if references therein to the "Confirmation" and to the "Agreement" are to such instrument as amended, varied, extended and supplemented from time to time.
4. Representations, Warranties and Covenants.
 - a. Each of Dealer and Counterparty hereby repeat and remake each representation, warranty and covenant set forth in the provisions opposite the caption "Collateral" of the Confirmation, in Section 4 of the Confirmation and in the Agreement made on the Trade Date to each other as if this Amendment were the Confirmation and the Transaction and as if the date hereof were the Trade Date and references to the Security Deed were to the Security Deed and the Supplemental Security Deed.

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- b. Counterparty represents and warrants to, and agrees with, Dealer that Counterparty shall file or cause to be filed, on the date hereof and in the manner contemplated by Rule 144(h) under the Securities Act, a notice on Form 144 relating to a number of Shares equal to the Aggregate Hedge Shares (as defined below), in the form and substance as previously provided to Dealer. Counterparty shall provide Dealer a reasonable opportunity to review and comment on any other public disclosure related to this Amendment and the transactions contemplated hereby, including, without limitation, any report or schedule filed or amended under the Exchange Act.
 - c. Counterparty represents and warrants to, and agrees with, Dealer that from the date three months prior to the date hereof, neither Counterparty nor any affiliate of Counterparty nor any person who would be considered to be the same “person” as Counterparty or “act[ing] in concert” with Counterparty (as such terms are used in clauses (a)(2) and (e)(3)(vi) of Rule 144 under the Securities Act (“**Rule 144**”)) has sold or hedged (through swaps, options, short sales or otherwise) any long position in, any Shares. Counterparty has not solicited or arranged for the solicitation of, and will not solicit or arrange for the solicitation of, orders to buy Shares in anticipation of or in connection with any sales of the Aggregate Hedge Shares. Except as provided herein and the similar agreements entered into as of the date hereof, Counterparty has not made or arranged for, and will not make or arrange for, any payment to any person in connection with any sales of the Aggregate Hedge Shares that may be effected by or on behalf of Dealer. Counterparty does not know or have any reason to believe that the Issuer has not complied with the reporting requirements contained in paragraph (c)(1) of Rule 144. For the purposes of this paragraph, Shares shall be deemed to include securities convertible into or exchangeable or exercisable for Shares.
 - d. Each of Dealer and Counterparty represents and warrants to, and agrees with, the other that the Aggregate Hedge Shares are intended to be sold in transactions conforming to the manner-of-sale conditions described in Rule 144(f) and (g).

5. Conditions to Effectiveness. This Amendment shall be effective on the date (the “**Amendment Effective Date**”) the following conditions have been satisfied or waived:

- a. Each of Dealer and Counterparty shall have performed all of the obligations required to be performed by it hereunder on or prior to the date required hereby;
- b. Counterparty shall have agreed to sell, and Deutsche Bank Securities Inc. (the “**Block Placement Bank**”) shall have agreed to buy, an aggregate of 994,548 Shares (the “**Aggregate Hedge Shares**”) at a price of USD 38.60 per share under Rule 144, pursuant to such terms and conditions as may be agreed between Counterparty and the Block Placement Bank;
- c. *[reserved]*;
- d. all documents and instruments, required by law or reasonably requested by Dealer to be filed, registered or recorded to create and/or re-confirm any additional security interests intended to be created by the Security Deed and perfect or record such security interests shall have been filed, registered or recorded or delivered to Dealer for filing, registration or recording;
- e. the Supplemental Security Deed shall have been duly executed and delivered and perfection steps over the Collateral Shares required in the relevant jurisdiction shall have been completed;
- f. all of the representations and warranties of Counterparty hereunder shall be true and correct;
- g. Counterparty shall have provided to Dealer (i) a legal opinion of Clifford Chance LLP, as Dutch counsel to Counterparty, (ii) a legal opinion of Latham & Watkins LLP, as English counsel to Counterparty and (iii) a legal opinion of Latham & Watkins LLP, as U.S. counsel to Counterparty, in each case addressed to Dealer and in form and substance as previously provided to Dealer; and

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- h. Dealer and the Block Placement Bank shall have settled the sale of the portion of the Aggregate Hedge Shares corresponding to the Confirmation, as amended by this Amendment, by Dealer's delivery of 499,539 Shares to the Block Placement Bank against the Block Placement Bank's payment of USD 19,282,205.40 to Dealer.

If the Amendment Effective Date shall not have occurred by August 26, 2016 (or such later date as agreed upon by the parties hereto), this Amendment shall automatically terminate and cease to be of further effect and the parties shall have no obligations in connection with this Amendment, other than (x) in respect of breaches of representations or covenants on or prior to such date and (y) pursuant to Section 6 below. Each of Dealer and Counterparty agree to use commercially reasonable efforts to cause the Amendment Effective Date to occur on or prior to August 26, 2016.

6. Hedging Costs. If (i) the Amendment Effective Date does not occur by August 26, 2016 (or such later date as agreed upon by the parties hereto), (ii) Dealer has not breached the Confirmation, as amended by this Amendment and (iii) this Amendment is terminated as set forth in Section 5 above, Counterparty shall, upon the written request of Dealer, promptly reimburse Dealer for any costs (including, but not limited to, hedging mismatches and market losses) and expenses incurred by Dealer in connection with its hedging activities or otherwise in connection with this Amendment on and after the date hereof.

7. Continuing Effect. This Amendment amends solely the terms and provisions of the Transaction and the Confirmation set forth herein and nothing in this Amendment is intended or shall be construed as amending or waiving any other terms or provisions of the Transaction, the Confirmation or any other rights of Dealer or Counterparty under the Transaction or the Confirmation. Dealer and Counterparty acknowledge that each of the Transaction and the Confirmation (each as amended by this Amendment) are in full force and effect and are hereby confirmed and ratified in all respects. References in the Confirmation to the "Confirmation" or the "Transaction", as applicable, shall refer to the Confirmation or the Transaction, as applicable, as amended by this Amendment. Counterparty hereby confirms and agrees that none of the rights and remedies of Dealer under the Confirmation shall be prejudiced, avoided or otherwise adversely affected by this Amendment and Dealer may rely and continue to rely on the Confirmation as if references therein to the "Confirmation" are to such instrument as amended, varied, extended and supplemented by this Amendment.

8. Severability; Illegality. Notwithstanding anything to the contrary in the Agreement, if compliance by either party with any provision of this Amendment would be unenforceable or illegal, (i) the parties shall negotiate in good faith to resolve such unenforceability or illegality in a manner that preserves the economic benefits of the transactions contemplated hereby and (ii) the other provisions of this Amendment shall not be invalidated, but shall remain in full force and effect.

9. Governing Law; Submission to Jurisdiction. This Amendment and all matters and all non-contractual obligations arising out of or in connection with this Amendment shall be governed by, and construed and enforced in accordance with, English Law. This Amendment is also subject to, and incorporates, the jurisdiction provisions contained in Section 13(b) of the Agreement as though, for such purpose, references in such Section 13(b) (as amended pursuant to the following proviso) to the "Agreement" were deemed to refer to this Amendment; *provided* that in the first line of Section 13(b) the following shall be inserted after the word "Agreement": "including, without limitation, disputes relating to any non-contractual obligations arising out of or in connection with this Amendment".

10. Contracts (Rights of Third Parties) Act 1999. A person who is not a party to this Amendment has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Amendment but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

11. Market Abuse Regulation Representations.

- a. In connection with this Amendment, Counterparty on behalf of itself and each Relevant Person (as defined below) hereby represents and warrants to Dealer, on the date of this Amendment and on each following day up to and including the date on which all amounts and liabilities under the Transaction have been discharged, that:
- i. for the purposes of the EU Market Abuse Regulations or comparable legislation of any other applicable jurisdiction (including but not limited to the jurisdictions in which Dealer and the issuer of the Shares are incorporated), (each, a “**Relevant Jurisdiction**”) neither Counterparty nor any of its or its affiliate’s respective directors, employees or agents (each a “**Relevant Person**”) has made, or in any way influenced, the decision to enter into this Amendment on the basis of any inside information, price-sensitive information or other material non-public information (for the purposes of this letter, each however defined under all applicable laws and regulations in each Relevant Jurisdiction) and neither Counterparty nor any of the Relevant Persons will at any time during the term of the Transaction disclose any inside information, material non-public information or price-sensitive information to Dealer;
 - ii. Counterparty further warrants that, by entering into this Amendment, Dealer will not be caused to be in possession of any price-sensitive information;
 - iii. Counterparty shall not seek to terminate, amend or otherwise modify the terms of the Transaction or exercise any right or take any action under the terms of the Transaction if it or any of the Relevant Persons is in possession of any price-sensitive or other material non-public information (each however defined under all applicable laws and regulations in each Relevant Jurisdiction) regarding any of the Shares;
 - iv. neither Counterparty, nor any of the Relevant Persons has engaged in any behaviour or action which is designed to cause or result in, has caused or resulting in, or might reasonably be expected to cause or result in, stabilisation or manipulation of the price of, or creating any false impression as to the demand or supply of, the Shares (or any other securities issued by the issuer thereof);
 - v. Counterparty and the Relevant Persons have not made, and will not make, any disclosure of false, incomplete, or misleading information which has caused, or might reasonably be expected to cause, a change in the normal functioning of the securities market, the stabilisation or manipulation of the price of, or creating any false impression as to the demand or supply of, the Shares (or any other securities issued by the issuer thereof); and
 - vi. Counterparty confirms that the transactions contemplated hereby are within its corporate powers, and that they constitute a genuine and legitimate business and commercial purpose. Counterparty further confirms that it is not entering into this Amendment for any illegal, improper or unethical purpose.
- b. Counterparty hereby further undertakes to comply with all relevant laws and regulations with respect to the Transaction, including without limitation any disclosure rules in the Relevant Jurisdictions.

This Amendment may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Very truly yours,

CITIBANK N.A., LONDON BRANCH

By: /s/ Philip Stein

Name: Philip Stein

Title: Managing Director

[Signature page of Amendment]

Counterparty hereby agrees to, accepts and confirms the terms of the foregoing as of the date set forth above.

WAHA AC COÖPERATIEF U.A.

By: /s/ Fahad Al Qassim
Name: Fahad Al Qassim
Title: Proxy Holder

[Signature page of Amendment]

For each Component, the Number of Options and the Scheduled Valuation Date is set forth below:

Component Number	Number of Options	Put Strike Price	Call Strike Price	Scheduled Valuation Date	Final Disruption Date
1	99,489	USD 34.7400	USD 55.9700	9/10/2018	10/19/2018
2	99,489	USD 34.7400	USD 55.9700	9/11/2018	10/19/2018
3	99,489	USD 34.7400	USD 55.9700	9/12/2018	10/19/2018
4	99,489	USD 34.7400	USD 55.9700	9/13/2018	10/19/2018
5	99,489	USD 34.7400	USD 55.9700	9/14/2018	10/19/2018
6	99,489	USD 34.7400	USD 55.9700	9/17/2018	10/19/2018
7	99,489	USD 34.7400	USD 55.9700	9/18/2018	10/19/2018
8	99,489	USD 34.7400	USD 55.9700	9/19/2018	10/19/2018
9	99,489	USD 34.7400	USD 55.9700	9/20/2018	10/19/2018
10	99,489	USD 34.7400	USD 55.9700	9/21/2018	10/19/2018
11	99,489	USD 34.7400	USD 55.9700	9/24/2018	10/19/2018
12	99,489	USD 34.7400	USD 55.9700	9/25/2018	10/19/2018
13	99,489	USD 34.7400	USD 55.9700	9/26/2018	10/19/2018
14	99,489	USD 34.7400	USD 55.9700	9/27/2018	10/19/2018
15	99,489	USD 34.7400	USD 55.9700	9/28/2018	10/19/2018
16	99,489	USD 34.7400	USD 55.9700	10/1/2018	10/19/2018
17	99,489	USD 34.7400	USD 55.9700	10/2/2018	10/19/2018
18	99,489	USD 34.7400	USD 55.9700	10/3/2018	10/19/2018
19	99,489	USD 34.7400	USD 55.9700	10/4/2018	10/19/2018
20	96,936	USD 34.7400	USD 55.9700	10/5/2018	10/19/2018
21	99,489	USD 37.1070	USD 51.5375	1/19/2017	3/2/2017
22	99,489	USD 37.1070	USD 51.5375	1/20/2017	3/2/2017
23	99,489	USD 37.1070	USD 51.5375	1/23/2017	3/2/2017
24	99,489	USD 37.1070	USD 51.5375	1/24/2017	3/2/2017
25	99,489	USD 37.1070	USD 51.5375	1/25/2017	3/2/2017
26	99,489	USD 37.1070	USD 51.5375	1/26/2017	3/2/2017
27	99,489	USD 37.1070	USD 51.5375	1/27/2017	3/2/2017
28	99,489	USD 37.1070	USD 51.5375	1/30/2017	3/2/2017
29	99,489	USD 37.1070	USD 51.5375	1/31/2017	3/2/2017
30	99,489	USD 37.1070	USD 51.5375	2/1/2017	3/2/2017
31	99,489	USD 37.1070	USD 51.5375	2/2/2017	3/2/2017
32	99,489	USD 37.1070	USD 51.5375	2/3/2017	3/2/2017
33	99,489	USD 37.1070	USD 51.5375	2/6/2017	3/2/2017
34	99,489	USD 37.1070	USD 51.5375	2/7/2017	3/2/2017

Component Number	Number of Options	Put Strike Price	Call Strike Price	Scheduled Valuation Date	Final Disruption Date
35	99,489	USD 37.1070	USD 51.5375	2/8/2017	3/2/2017
36	99,489	USD 37.1070	USD 51.5375	2/9/2017	3/2/2017
37	99,489	USD 37.1070	USD 51.5375	2/10/2017	3/2/2017
38	99,489	USD 37.1070	USD 51.5375	2/13/2017	3/2/2017
39	99,489	USD 37.1070	USD 51.5375	2/14/2017	3/2/2017
40	96,936	USD 37.1070	USD 51.5375	2/15/2017	3/2/2017
41	99,489	USD 37.1070	USD 53.5990	1/19/2018	3/2/2018
42	99,489	USD 37.1070	USD 53.5990	1/22/2018	3/2/2018
43	99,489	USD 37.1070	USD 53.5990	1/23/2018	3/2/2018
44	99,489	USD 37.1070	USD 53.5990	1/24/2018	3/2/2018
45	99,489	USD 37.1070	USD 53.5990	1/25/2018	3/2/2018
46	99,489	USD 37.1070	USD 53.5990	1/26/2018	3/2/2018
47	99,489	USD 37.1070	USD 53.5990	1/29/2018	3/2/2018
48	99,489	USD 37.1070	USD 53.5990	1/30/2018	3/2/2018
49	99,489	USD 37.1070	USD 53.5990	1/31/2018	3/2/2018
50	99,489	USD 37.1070	USD 53.5990	2/1/2018	3/2/2018
51	99,489	USD 37.1070	USD 53.5990	2/2/2018	3/2/2018
52	99,489	USD 37.1070	USD 53.5990	2/5/2018	3/2/2018
53	99,489	USD 37.1070	USD 53.5990	2/6/2018	3/2/2018
54	99,489	USD 37.1070	USD 53.5990	2/7/2018	3/2/2018
55	99,489	USD 37.1070	USD 53.5990	2/8/2018	3/2/2018
56	99,489	USD 37.1070	USD 53.5990	2/9/2018	3/2/2018
57	99,489	USD 37.1070	USD 53.5990	2/12/2018	3/2/2018
58	99,489	USD 37.1070	USD 53.5990	2/13/2018	3/2/2018
59	99,489	USD 37.1070	USD 53.5990	2/14/2018	3/2/2018
60	96,936	USD 37.1070	USD 53.5990	2/15/2018	3/2/2018