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

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 12)**

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**

**Chakib Aabouche
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)

February 20, 2018
(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
		24,425,501
	9.	Sole dispositive power
		0
	10.	Shared dispositive power
		24,425,501
11.	Aggregate amount beneficially owned by each reporting person	
	24,425,501	
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)	
	15.46%*	
14.	Type of reporting person	
	OO	

* Based on the 158,015,881 Ordinary Shares that the Issuer reported in its Report of Foreign Private Issuer on Form 6-K filed on November 02, 2017 were issued and outstanding as of September 30, 2017.

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 24,425,501
	9. Sole dispositive power 0
	10. Shared dispositive power 24,425,501
11.	Aggregate amount beneficially owned by each reporting person 24,425,501
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) 15.46%*
14.	Type of reporting person CO

* Based on the 158,015,881 Ordinary Shares that the Issuer reported in its Report of Foreign Private Issuer on Form 6-K filed on November 02, 2017 were issued and outstanding as of September 30, 2017.

INTRODUCTORY STATEMENT

This Amendment No. 12 (“Amendment No. 12”) amends and supplements the statement on Schedule 13D filed by Waha AC Coöperatief U.A. (the “Stockholder”) and Waha Capital PJSC on November 22, 2010 (the “Original Schedule 13D”), as amended by Amendment No. 1 thereto, filed on December 16, 2013 (“Amendment No. 1”), Amendment No. 2 thereto, filed on June 16, 2014 (“Amendment No. 2”), Amendment No. 3 thereto, filed on September 4, 2014 (“Amendment No. 3”), Amendment No. 4 thereto, filed on December 3, 2014 (“Amendment No. 4”), Amendment No. 5 thereto, filed on April 8, 2015 (“Amendment No. 5”), Amendment No. 6 thereto, filed on December 16, 2015 (“Amendment No. 6”), Amendment No. 7 thereto, filed on January 13, 2016 (“Amendment No. 7”), Amendment No. 8 thereto, filed on January 20, 2016 (“Amendment No. 8”), Amendment No. 9 thereto, filed on August 23, 2016 (“Amendment No. 9”), Amendment No. 10 thereto, filed on November 25, 2016 (“Amendment No. 10”), Amendment No. 11 thereto filed on February 7, 2018 (Amendment No. 11) (the Original Schedule 13D, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, Amendment No. 8, Amendment No. 9, Amendment No. 10, Amendment No. 11 and this Amendment No. 12, 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. 12 amends the Schedule 13D as specifically set forth herein.

ITEM 4. PURPOSE OF TRANSACTION

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

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

Item 5 of the Schedule 13D is hereby further amended and supplemented by replacing the final two paragraphs thereof with the following information to reflect the sales plan entered into between Waha Capital and DBSI on February 20, 2018 and to update the description in Amendment No. 11 of the expiration of certain options under the December 2014 Funded Collar Confirmations in accordance with their terms as previously described in Amendment No. 4, Amendment No. 9 and Amendment No. 10:

Over the period from and including January 19, 2018 to and including February 15, 2018, an aggregate of 3,974,435 options under the December 2014 Funded Collar Confirmations have expired. In respect of 3,438,729 of such options, the Stockholder satisfied its delivery obligations, of an aggregate of 2,421,110 Ordinary Shares, under the respective December 2014 Funded Collar Confirmations for such expired options by netting such delivery obligations against the return obligations of the Funded Collar Counterparties with respect to the same number of rehypothecated Collared Shares. In respect of 535,706 of such options, the Stockholder satisfied its payment obligations under the applicable December 2014 Funded Collar Confirmation by paying cash. An aggregate of 1,553,325 Collared Shares were released from the security interests created in favor of the December 2014 Funded Collar Counterparties by the relevant Funded Collar Security Agreements. The Stockholder’s settlement obligation under each December 2014 Funded Collar Confirmation was based on the relationship between the market price of the Ordinary Shares, as determined under the respective Funded Collar Confirmation during the relevant valuation period, and the put strike price and/or call strike price specified therein, subject to certain modifications and adjustments. The remaining options granted under the December 2014 Funded Collar Transactions relate in the aggregate to 7,948,870 December 2014 Collared Shares.

On February 20, 2018, Waha Capital and DBSI entered into a sales plan (the “February 2018 Sales Plan”). Under the February 2018 Sales Plan, Waha Capital may sell up to 1,353,325 Ordinary Shares beginning February 20, 2018 through March 14, 2018, subject to price, volume and other conditions set forth in the February 2018 Sales Plan. The foregoing description of the February 2018 Sales Plan does not purport to be complete and is qualified in its entirety by the full text of the February 2018 Sales Plan, a copy of which is filed as Exhibit 99.32 to this Schedule 13D.

The Reporting Persons are the beneficial owners of 24,425,501 Ordinary Shares of the Issuer. That number of shares represents 15.46% of the aggregate of 158,015,881 Ordinary Shares that the Reporting Persons understand to be issued and outstanding based on the number of Ordinary Shares that the Issuer reported were issued and outstanding as of September 30, 2017 in its Report of Foreign Private Issuer on Form 6-K filed on November 02, 2017.

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

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

Item 7. Material to be Filed as Exhibits

Exhibit
Number

Description

99.32 Sales Plan, dated as of February 20, 2018, by and between Waha Capital PJSC and Deutsche Bank Securities Inc.

SIGNATURES

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

Dated: February 22, 2018

WAHA AC COÖPERATIEF U.A.

By: /s/ Fahad Al Qassim

Name: Fahad Al Qassim

Title: Proxy Holder

WAHA CAPITAL PJSC

By: /s/ Chakib Aabouche

Name: Chakib Aabouche

Title: Authorized Signatory

Sales Plan

This Sales Plan (including the attached Annex, the "Sales Plan") is entered into as of February 20, 2018, by and between Waha AC Coöperatief U.A. ("Seller") and Deutsche Bank Securities Inc. ("Broker").

WHEREAS, Seller desires to establish this Sales Plan to sell Ordinary Shares, par value Euro 0.01 per share (the "Shares"), of AerCap Holdings N.V. (the "Issuer") as further set forth herein;

NOW, THEREFORE, Seller and Broker hereby agree as follows:

1. Broker agrees that it shall effect one or more sales (each a "Sale") of Shares as further set forth in the attached Annex A to this Sales Plan.
2. This Sales Plan shall become effective on, and including, February 20, 2018 and shall terminate on the earliest of (a) March 14, 2018, (b) the date on which Broker has sold all Shares specified in Annex A, (c) the date that this Sales Plan is terminated in accordance with paragraph 14 below, and (d) the date Broker receives notice of the dissolution of Seller.
3. Seller represents and warrants that Seller is not aware of material, nonpublic information with respect to the Issuer or any securities of the Issuer (including the Shares) and is entering into this Sales Plan in good faith and not as part of a plan or scheme to evade federal securities laws. The Seller further agrees that it shall be deemed to represent and warrant that Seller is not aware of material, nonpublic information with respect to the Issuer or any securities of the Issuer (including the Shares) and that it is permitted to effect sales under the Issuer's trading policies on each trading day that this Sales Plan is effective. Seller shall notify Broker before 9:00 AM New York time on any trading day under this Sales Plan on which the above statements become inaccurate, or if the statements become inaccurate after 9:00 AM New York time, immediately after such time.
4. Seller has consulted with Seller's own advisors as to the legal and tax aspects of Seller's adoption and implementation of this Sales Plan.
5. Seller represents and warrants that the Shares are "restricted securities" and/or that Seller may be deemed an "affiliate" of the Issuer as those terms are defined under Rule 144 of the Securities Act of 1933 ("Rule 144"). In addition, Seller represents and warrants that as of the date hereof, the maximum number of Shares specified in Annex A are eligible to be sold in accordance with the requirements of Rule 144(d) and Rule 144(e). Seller further agrees that it shall be deemed to have made the foregoing representations and warranties on each trading day that this Sales Plan is effective.

Seller 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 Shares. Except as provided herein, Seller 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 Shares hereunder. Seller 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 and Seller will promptly notify Broker if it believes that the requirements of Rule 144(c)(1) are no longer satisfied with respect to the Shares. Seller shall not take, and shall not cause any person or entity with which it would be required to aggregate sales of Shares pursuant to paragraph (a)(2) or (e) of Rule 144 to take, any action that would cause the Sales not to comply with Rule 144. Each of Seller and Broker agrees with the other that the quantity of Shares to be sold under this Sales Plan is intended to comply with the limitations set forth in paragraph (e) of Rule 144. Each of Seller and Broker represents and warrants to, and agrees with, the other that the Shares are intended to be sold in transactions conforming to the manner-of-sale conditions described in Rule 144(f) and (g).

6. Seller represents and warrants that Seller is permitted to sell Shares in accordance with the Issuer's insider trading policies and that, other than any Rule 144 requirements set forth herein, there are no contractual, regulatory, or other restrictions applicable to the Sales contemplated under this Sales Plan that would interfere with Broker's ability to execute Sales and effect delivery and settlement of such Sales on behalf of Seller, other than restrictions with respect to which Seller has obtained all required consents, approvals and waivers. Seller further agrees that it shall be deemed to have made the foregoing representation and warranty on each trading day that this Sales Plan is effective. Seller shall notify Broker immediately in the event that any of the above statements become inaccurate prior to the termination of this Sales Plan.

7. Seller shall make all filings, if any, required under Section 13(d) of the Securities Exchange Act of 1934. Seller represents and warrants to, and agrees with, Broker that Seller shall file or cause to be filed, on the first date on which Shares are sold hereunder and in the manner contemplated by Rule 144(h), a notice on Form 144 relating to the maximum number of Shares contemplated to be sold hereunder, in the form and substance as previously provided to Broker, and Seller represents and warrants to Broker that Seller has a bona fide intention to sell the Shares proposed to be sold under this Sales Plan within a reasonable time of the filing of such notice on Form 144. Seller shall make any additional Form 144 filings as and when it reasonably believes to be necessary in connection with the Sales to be effected pursuant to this Sales Plan. Broker agrees to provide Seller with such information as is reasonably necessary for Seller accurately and timely to complete the Forms 144. Seller shall provide Broker a reasonable opportunity to review and comment on any other public disclosure related to this Sales Plan and the transactions contemplated hereby, including, without limitation, any report or schedule filed or amended under the Securities Exchange Act of 1934.

8. For the services provided in this Sales Plan, Seller agrees to pay to Broker a fee per share as specified in Annex A for the Shares sold pursuant to the terms of this Sales Plan. Broker shall deduct such fee from the proceeds of the Sales.

9. Seller understands that Broker may not effect a Sale due to a market disruption or a legal, regulatory or contractual restriction applicable to Broker or any other event or circumstance (a "Blackout"). Seller also understands that even in the absence of a Blackout, Broker may be unable to effect Sales consistent with ordinary principles of best execution due to insufficient volume of trading, failure of the Shares to reach and sustain a limit order price, or other market factors in effect on the date of a Sale set forth in Annex A ("Unfilled Sales"). Seller understands that Broker will rely on the representations, warranties and agreements of Seller in this Sales Plan when effecting any Sales hereunder.

10. On any day on which Broker sells Shares hereunder, Broker shall confirm sales of Shares and any Unfilled Sales to Seller by a daily email report and to such other persons or agents as Seller shall designate. Such report shall include the average price and number of Shares sold for the day, and the sale price, settlement date and aggregate proceeds net of Broker's fees for each transaction. Broker shall also provide, by email to Seller and to such other persons or agents of Seller that Seller shall designate other market data that Seller shall reasonably designate.

11. Broker represents and warrants to Seller that it has implemented reasonable policies and procedures, taking into consideration the nature of Broker's business, to ensure that individuals making investment decisions will not violate the laws prohibiting trading on the basis of material nonpublic information. These policies and procedures include those that restrict any purchase or sale, or the causing of any purchase or sale, of any security as to which Broker has material nonpublic information, as well as those that prevent such individuals from becoming aware of or being in possession of material nonpublic information.

12. Any written communication shall be sent to the address specified below and shall become effective upon receipt:

a) if to Broker, to it at:

Deutsche Bank Securities Inc.
60 Wall Street, NYC60-0425
New York, NY 10005-2858

with a copy to:

Faiz Khan
(212) 250-0668
Faiz.khan@db.com

with a copy to:

John O'Dowd
(212) 250-7421
John.odowd@db.com

with a copy to:

Samir Abu-Khadra
212-250-5792
Samir.abu-khadra@db.com

or at such other address as may from time to time be designated by notice from Broker to Seller in writing; and

b) if to Seller, to it at:

Waha AC Coöperatief U.A.
Teleportboulevard 140
1043EJ Amsterdam
The Netherlands Attn.: Mr. Evren Atasever
Phone: +31 (0)20 5405 800
Fax.: +31 (0)20 6447 011

with a copy to:

c/o Waha Capital PJSC
PO Box 28922
Abu Dhabi, UAE
Attention: General Counsel
Telephone: +971 2 667 7343
Fax: +971 2 667 7383

and a copy to:

waha-aer-notice@wahacapital.ae

or at such other address as may from time to time be designated by notice from Seller to Broker in writing.

13. This Sales Plan and its enforcement, and each transaction entered into hereunder and all matters arising in connection with this Sales Plan and transactions hereunder shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to its choice of law doctrine.

14. The Seller can modify or amend the sales instructions in Annex A of this Sales Plan or give specific instructions to the Broker with respect to sales to be made under this Sales Plan at any time; provided that any such modification, amendment or instruction shall only be permitted at a time when Seller is otherwise permitted to effect sales under the Issuer's trading policies and at a time when Seller is not aware of material nonpublic information concerning the Issuer or its securities (including the Shares). Other than the sales instructions in Annex A, this Sales Plan may be modified or amended only by a writing signed by the parties hereto. This Sales Plan may be terminated at any time by Seller upon written notice to the Broker.

15. Seller agrees that Broker and its affiliates and their respective directors, officers, employees, and agents (collectively, "Broker Persons") shall not be liable for any losses Seller may incur that are in any way attributable to any error, omission, mistake, breach or misrepresentation by Seller. Seller further agrees to hold each Broker Person free and harmless from any and all losses, damages, liabilities or expenses (including reasonable attorneys' fees and costs) incurred or sustained by such Broker Person in connection with or arising out of any suit, action or proceeding relating to this Sales Plan, any Sale, or any amendment, modification or termination of the Sales Plan (each an "Action") and to reimburse each Broker Person for its reasonable and documented out-of-pocket expenses, as they are incurred, in connection with any Action, unless such loss, damage, liability or expense is caused by such Broker Person's gross negligence, willful misconduct or bad faith. This paragraph 15 shall survive termination of this Sales Plan.

16. This Sales Plan may be executed in counterparts (including facsimile counterparts), each of which shall be deemed an original but all of which together shall constitute one (1) and the same instrument.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have signed this Sales Plan as of the date first above written.

Waha AC Coöperatief U.A

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

Deutsche Bank Securities Inc.

By: /s/ Samir Abu-Khadra
Name: Samir Abu-Khadra
Title: Vice President

By: /s/ John O'Dowd
Name: John O'Dowd
Title: Vice President