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

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 13)**

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)

March 15, 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 23,072,176
	9.	Sole dispositive power 0
	10.	Shared dispositive power 23,072,176
11.	Aggregate amount beneficially owned by each reporting person 23,072,176	
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) 15.08%*	
14.	Type of reporting person OO	

* Based on the 152,992,101 Ordinary Shares that the Issuer reported in its Report of Foreign Private Issuer on Form 20-F filed on March 9, 2018 were issued and outstanding as of December 31, 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 23,072,176
	9.	Sole dispositive power 0
	10.	Shared dispositive power 23,072,176
11.	Aggregate amount beneficially owned by each reporting person 23,072,176	
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) 15.08%*	
14.	Type of reporting person CO	

* Based on the 152,992,101 Ordinary Shares that the Issuer reported in its Report of Foreign Private Issuer on Form 20-F filed on March 9, 2018 were issued and outstanding as of December 31, 2017.

INTRODUCTORY STATEMENT

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

ITEM 4. PURPOSE OF TRANSACTION

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

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

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

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

As previously described in Amendment No. 4, Amendment No. 9, Amendment No. 10 and Amendment No. 12, the Stockholders entered into funded collar confirmations (the “December 2014 Funded Collar Confirmations” and together with the September 2014 Funded Collar Confirmations, the “Funded Collar Confirmations”) with each of DB, UBS and Citi (“Citi”, and together with DB and UBS, the “December 2014 Funded Collar Counterparties” and together with the September 2014 Funded Collar Counterparties, the “Funded Collar Counterparties”) that relate in the aggregate to 11,923,305 Ordinary Shares (the “December 2014 Collared Shares” and together with the September 2014 Collared Shares, the “Collared Shares”). As previously described in Amendment No. 12, certain of the December 2014 Funded Collar Confirmations have expired and the remaining options granted relate in the aggregate to 7,948,870 December 2014 Collared Shares.

On March 15, 2018, Waha Capital entered into Rule 10b5-1 sales plans with each Funded Collar Counterparty and such Funded Collar Counterparty’s broker-dealer affiliate (the “Collar Confirmation Sales Plans”) whereby such broker-dealer affiliate agreed to sell on behalf of Waha Capital the number of Collared Shares equal to the excess of the return obligation of the Funded Collar Counterparty with respect to rehypothecated Collared Shares over Waha Capital’s delivery obligation, in each case, in respect of the applicable expired options, pursuant to the terms of the Funded Collar Confirmation or Funded Collar Confirmations with such Funded Collar Counterparty. The foregoing description of the Collar Confirmation Sales Plans does not purport to be complete and is qualified in its entirety by the full text of the form Collar Confirmation Sales Plan, a copy of which is filed as Exhibit 99.33 to this Schedule 13D.

From the date of the most recent amendment to this Schedule 13D through March 16, 2018, the Reporting Persons disposed of 1,353,325 Ordinary Shares pursuant to the February 2018 Sales Plan previously described in Amendment No. 12 in a series of open market transactions on the New York Stock Exchange. Details by date, listing the number of Ordinary Shares disposed of and the average price per share are provided below. The Reporting Persons undertake to provide, upon request by the staff of the Securities and Exchange Commission, the Issuer, or a security holder of the Issuer, full information regarding the number of shares sold at each separate price for this transaction.

<u>Date</u>	<u>Ordinary Shares Disposed Of</u>	<u>Average Price per Ordinary Share</u>
February 20, 2018	4,200	\$ 52.00
February 28, 2018	18,009	\$ 50.53
March 5, 2018	300,016	\$ 49.18
March 6, 2018	175,904	\$ 49.32
March 7, 2018	16,691	\$ 49.33
March 8, 2018	8,258	\$ 49.31
March 9, 2018	290,836	\$ 49.65
March 12, 2018	286,714	\$ 49.49
March 13, 2018	252,697	\$ 49.54

The Reporting Persons are the beneficial owners of 23,072,176 Ordinary Shares of the Issuer. That number of shares represents 15.08% 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 December 31, 2017 in its Report of Foreign Private Issuer on Form 20-F filed on March 9, 2018.

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

<u>Exhibit Number</u>	<u>Description</u>
99.32	Form of Sales Plan, dated as of March 15, 2018.

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: March 19, 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 March 15, 2018, by and between Waha AC Coöperatief U.A. (“**Seller**”), [Deutsche Bank Securities Inc.]¹ [Citigroup Global Markets, Inc.]² [UBS Securities LLC]³ [Nomura Securities International Inc.]⁴ (“**Broker**”) and [Deutsche Bank AG, London Branch]⁵ [UBS AG, London Branch]⁶ [Citibank, N.A., London Branch]⁷ [Nomura International plc]⁸ (“**Dealer**”).

WHEREAS, Seller and Dealer have entered into that that certain Funded Collar Transaction Confirmation, [dated as of September 2, 2014]⁹ [and that certain Funded Collar Transaction Confirmation]¹⁰ [dated as of December 1, 2014,]¹¹ (as further amended, supplemented or modified from time to time, and together with all schedules, annexes and exhibits thereto, the “**Collar Confirmation[s]**”¹²) [each]¹³ in respect of certain funded collar transactions with respect to the Ordinary Shares, par value Euro 0.01 per share (the “**Shares**”), of AerCap Holdings N.V. (the “**Issuer**”) (capitalized terms used in this Sales Plan and not otherwise defined herein shall have the meaning assigned to such terms in the Collar Confirmation[s]¹⁴);

WHEREAS, Broker is an affiliate of Dealer;

WHEREAS, Seller desires to establish this Sales Plan to sell Shares as further set forth herein;

NOW, THEREFORE, Seller, Dealer 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. The Dealer and the Seller hereby acknowledge and agree that the Shares that are the subject of each Sale pursuant to Annex A to this Sales Plan shall, at the time of settlement of such Sale, have been fully released and discharged from the security interests of Dealer granted pursuant to the Security Deed (as that term is defined in the Collar Confirmation[s]) (which Shares shall also constitute excess financial collateral for the purposes of the Regulations as defined in the Security Deed).

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- 1 Insert for DB.
 - 2 Insert for Citi.
 - 3 Insert for UBS.
 - 4 Insert for Nomura.
 - 5 Insert for DB.
 - 6 Insert for UBS.
 - 7 Insert for Citi.
 - 8 Insert for Nomura.
 - 9 Insert for DB, Citi and Nomura.
 - 10 Insert for DB and Citi.
 - 11 Insert for DB, Citi and UBS.
 - 12 Insert for DB and Citi.
 - 13 Insert for DB and Citi.
 - 14 Insert for DB/Citi.

2. This Sales Plan shall become effective on, and including, March 15, 2018 and shall terminate on the earliest of (a) the Exchange Business Day following the date on which [both Collar Confirmations have]¹⁵ [the Collar Confirmation has]¹⁶ been terminated (subject, for the avoidance of doubt, to Paragraph 10 of this Agreement), (b) the date that this Sales Plan is terminated in accordance with paragraph 15 below, and (c) 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, including, without limitation Rule 10b-5 under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). Seller has not entered into or altered any corresponding or hedging transaction or position relating to the Shares, otherwise than as disclosed to Dealer and Broker.

4. It is the intent of the parties that this Sales Plan (x) comply with the requirements of Rule 10b5-1(c)(1)(i)(B) under the Exchange Act (y) constitute a binding contract or instruction satisfying the requirements of 10b5-1(c) and (z) shall be interpreted to comply with the requirements of Rule 10b5-1(c). 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 to, and agrees with Broker, that:

A. the Shares are “restricted securities” and that Seller may be deemed an “affiliate” of the Issuer as those terms are defined under Rule 144 of the Securities Act of 1933, as amended (“**Rule 144**”);

B. 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;

C. 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;

D. Seller is not an “underwriter” with respect to the Shares, and the Sales are not part of any “distribution” of the Shares, as those terms are used in Section 2(a)(11) of the Securities Act of 1933, as amended;

E. Seller’s holding period for purposes of Rule 144(d) with respect to the Shares began more than one year ago;

F. 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;

¹⁵ Insert for DB and Citi.

¹⁶ Insert for UBS and Nomura.

G. Seller has sold 1,353,325 Shares within the past three months, and all persons whose sales must be aggregated with those of Seller under Rule 144(a)(2) and Rule 144(e) have sold 1,353,325 Shares within the past three months;

H. 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; and

I. the quantity of Shares to be sold under this Sales Plan, when aggregated with any sales under any similar sales plan entered into in relation to any other collar confirmations similar to the Collar Confirmation[s], 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 (x) any Rule 144 requirements set forth herein and (y) any restrictions arising under or relating to Collar Confirmation[s] and/or the Documents, 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 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 Exchange Act. 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 including the maximum number of Shares contemplated to be sold hereunder, in the form and substance as previously provided to Broker, and Seller confirms to Broker that the statements made in the Form 144 are true and complete and authorizes Broker to rely upon them. 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 Exchange Act.

8. Seller will not directly or indirectly communicate any information relating to the Issuer or the Issuer's securities to any employee of Broker or its affiliates who is directly or indirectly involved in executing this Sales Plan at any time while this Sales Plan is in effect.

9. 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.

10. 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 specified 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.

11. On any day on which Broker sells Shares hereunder, Broker shall confirm sales of Shares and any Unfilled Sales to each of Seller and Dealer 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. Additionally, for each week that Broker sells shares hereunder, Seller shall, by the end of the following calendar week, give Broker notice of the aggregate sales, if any, that occurred during such week under any other sales plans that Seller has with other brokers.

12. 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.

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

a) if to Broker and/or Dealer, at:

[]

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.

14. 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.

15. The Sales Plan may be modified or amended in accordance with the requirements for the amendment to a “plan” as defined in paragraph (c) of Rule 10b5-1, provided that any such modification or amendment 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. This Sales Plan may be modified or amended only by a writing signed by the parties hereto. Any such amendment or modification shall be made in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1.

In the event of a modification or amendment to this Sales Plan, or in the event Seller establishes a new plan after termination of the Sales Plan, no sales shall be effected during the thirty (30) days immediately following such modification, amendment or termination (other than Sales already provided for in the Sales Plan prior to modification, amendment or termination). This Sales Plan may be terminated at any time by Seller upon written notice to the other parties hereto. Any such termination shall be made in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1.

16. 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 16 shall survive termination of this Sales Plan.

17. 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

[Deutsche Bank Securities Inc.]¹⁷ [Citigroup Global Markets, Inc.]¹⁸ [UBS Securities LLC]¹⁹ [Nomura Securities International Inc.]²⁰

By: _____
Name: Fahad Al Qassim
Title: Proxy Holder

By: _____
Name:
Title:

By: _____
Name:
Title:

[Deutsche Bank AG, London Branch]²¹ [UBS AG, London Branch]²² [Citibank, N.A., London Branch]²³ [Nomura International plc]²⁴

By: _____
Name:
Title:

By: _____
Name:
Title:

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- 17 Insert for DB.
18 Insert for Citi.
19 Insert for UBS.
20 Insert for Nomura.
21 Insert for DB.
22 Insert for UBS.
23 Insert for Citi.
24 Insert for Nomura.