

AMENDMENT NO. 2 TO SERVICING AGREEMENT

AMENDMENT NO. 2 dated as of June 7 2013 (this “Amendment”) to the Servicing Agreement dated as of March 28, 1996 (as amended and supplemented from time to time, the “Servicing Agreement”) among GE Capital Aviation Services Limited (formerly, GE Capital Aviation Services, Limited)(the “Servicer”), AerCap Cash Manager Limited (formerly, GPA Cash Manager Limited), Airplanes U.S. Trust, Airplanes Limited, Airplanes Holdings Limited (formerly, GPA II Limited) and AeroUSA, Inc.

WITNESSETH:

WHEREAS, the parties to the Servicing Agreement wish to extend the term of the Servicing Agreement and to acknowledge and agree that further services related to Airplanes Group may be performed by the Servicer following the expiration of the Servicing Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. *Defined Terms.* Unless otherwise specifically defined herein, each term used herein that is defined in the Servicing Agreement has the meaning assigned to such term in the Servicing Agreement.

Section 2. *Amendments to Servicing Agreement.*

Section 10.01 of the Servicing Agreement shall be deleted in its entirety and replaced with the following paragraph:

SECTION 10.01 Term. This Agreement shall have a non-cancelable term commencing on the Closing Date and expiring on the earlier of (a) December 31, 2017 and (b) the date on which no Person within the Airplanes Group shall own any Aircraft. During the term, this Agreement shall not be terminable by either party except as expressly provided in this Article X.

Section 3. *Governing Law.* This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

Section 4. *Counterparts.* This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 5. *Effectiveness.* This Amendment shall be effective from the date hereof.

Section 6. *Full Force and Effect; Documentary Conventions.* Except as expressly amended hereby, the Servicing Agreement shall continue in full force and effect in accordance with the provisions thereof as in existence on the date hereof. This

Amendment shall be governed by the Documentary Conventions set forth in Appendix A to the Servicing Agreement.

[Signature page follows.]

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IN WITNESS WHEREOF, the parties hereto have caused this
Amendment to be duly executed as of the date first above written.


GE CAPITAL AVIATION SERVICES
LIMITED

By: 
Name: **Mark Pollard**
Title: **Director**

AERCAP CASH MANAGER LIMITED

By: _____
Name:
Title:

AIRPLANES U.S. TRUST

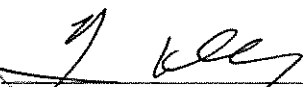
By: 
Name: **WILLIAM McCANN**
Title: **CONTROLLING TRUSTEE**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

GE CAPITAL AVIATION SERVICES
LIMITED

By: _____
Name:
Title:

AERCAP CASH MANAGER LIMITED

By:  _____
Name:
Title: Thomas Kelly
DIRECTOR

AIRPLANES U.S. TRUST

By: _____
Name:
Title:

AIRPLANES LIMITED

By: WMM
Name: WILLIAM MCCANN
Title: DIRECTOR

AIRPLANES HOLDINGS LIMITED

By: WMM
Name: WILLIAM MCCANN
Title: DIRECTOR

AEROUSSA, INC.

By: R. Dantzi
Name: ROY DANTZIC
Title: DIRECTOR