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

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

**November 20, 2018
Date of Report
(Date of earliest event reported)**

AIR LEASE CORPORATION
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-35121
(Commission
File Number)

27-1840403
(I.R.S. Employer
Identification No.)

**2000 Avenue of the Stars, Suite 1000N
Los Angeles, California**
(Address of principal executive offices)

90067
(Zip Code)

Registrant's telephone number, including area code: (310) 553-0555

Not Applicable
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 8.01. Other Events.

On November 20, 2018, Air Lease Corporation (the “Company”) commenced a Medium-Term Note Program, under which the Company may issue, from time to time, debt securities designated as its Medium-Term Notes, Series A. Any such issuance will be made pursuant to (a) the Company’s previously filed automatic shelf registration statement (including any amendments, the “Registration Statement”) on Form S-3 (Registration No. 333-224828), filed with the Securities and Exchange Commission (the “SEC”) on May 10, 2018, as amended by the Post-Effective Amendment No. 1 on Form S-3, filed with the SEC on November 20, 2018, (b) the base prospectus, dated November 20, 2018, filed with the SEC on November 20, 2018 and included as part of the Registration Statement, and (c) the prospectus supplement, dated November 20, 2018, filed with the SEC on November 20, 2018 pursuant to Rule 424(b) under the Securities Act of 1933, as amended, as each may be amended or supplemented from time to time.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
1.1	<u>Distribution Agreement, dated November 20, 2018, by and among Air Lease Corporation and Citigroup Global Markets Inc., J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, ABN AMRO Securities (USA) LLC, Arab Banking Corporation B.S.C., BMO Capital Markets Corp., BNP Paribas Securities Corp., Commonwealth Bank of Australia, Fifth Third Securities, Inc., Goldman Sachs & Co. LLC, ICBC Standard Bank Plc, Keefe, Bruyette & Woods, Inc., KeyBanc Capital Markets Inc., Lloyds Securities Inc., Loop Capital Markets LLC, Mizuho Securities USA LLC, Morgan Stanley & Co. LLC, MUFG Securities Americas Inc., RBC Capital Markets, LLC, Regions Securities LLC, SG Americas Securities, LLC, SunTrust Robinson Humphrey, Inc., TD Securities (USA) LLC, and Wells Fargo Securities, LLC, relating to the Company’s Medium-Term Notes, Series A.</u>
4.1	<u>Indenture, dated as of November 20, 2018, by and between Air Lease Corporation and Deutsche Bank Trust Company Americas, as trustee (incorporated by reference to Exhibit 4.4 to the Post-Effective Amendment No. 1 on Form S-3, filed on November 20, 2018, to Air Lease Corporation’s Registration Statement on Form S-3 (Registration No. 333-224828)).</u>
4.2	<u>Paying Agency Agreement, dated as of November 20, 2018, by and between Air Lease Corporation and Deutsche Bank Trust Company Americas, as paying agent and security registrar.</u>
4.3	<u>Form of Fixed Rate Global Medium-Term Note, Series A.</u>
4.4	<u>Form of Floating Rate Global Medium-Term Note, Series A.</u>

SIGNATURES

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

Date: November 20, 2018

AIR LEASE CORPORATION

By: /s/ Gregory B. Willis

Gregory B. Willis

Executive Vice President and Chief Financial Officer

AIR LEASE CORPORATION

Medium-Term Notes, Series A
Due Nine Months or More from Date of Issue

Distribution Agreement

November 20, 2018

Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, New York 10036

AND EACH OF THE DISTRIBUTION AGENTS LISTED
ON SCHEDULE 1 HERETO

Ladies and Gentlemen:

Air Lease Corporation (the “Company”), a Delaware corporation, confirms its agreement (this “Agreement”) with Citigroup Global Markets Inc., J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated (collectively, the “Lead Agents”) and each of the other distribution agents listed on Schedule 1 hereto (each referred to as a “Distribution Agent” and collectively referred to as the “Distribution Agents”) with respect to the issuance and sale from time to time by the Company of its Medium-Term Notes, Series A, Due Nine Months or More from Date of Issue (“Notes”). “Related Agent,” in connection with any particular offer and sale of Notes, refers to each Distribution Agent acting as a placement agent or purchasing as a principal with respect to such Notes.

As of the date hereof, the Company has authorized the issuance and sale of Notes in an aggregate principal amount not to exceed U.S. \$15,000,000,000 (or the equivalent, based on the applicable exchange rate at the time of issuance, in such foreign currencies as the Company shall designate at the time of issuance) at any one time outstanding, pursuant to the terms of this Agreement. It is understood, however, that the Company will have the option at any time, and from time to time, in its sole discretion and without consent of any Distribution Agent, to increase the amount of Notes that may be issued and that such additional Notes may be sold pursuant to the terms of this Agreement, all as though the issuance of such Notes were authorized as of the date hereof.

Notes are to be offered under the Indenture, dated as of November 20, 2018 (as may be amended and supplemented from time to time, the “Indenture”), between the Company and Deutsche Bank Trust Company Americas, as Trustee (the “Trustee”, which term includes any successor Trustee).

This Agreement provides both for the sale of Notes by the Company (a) to one or more of the Distribution Agents as principal for resale to investors and other purchasers and (b) directly to investors (as may from time to time be agreed to by the Company and the related Distribution Agent or Distribution Agents), in which case the Distribution Agents will act as agents of the Company in soliciting purchases of Notes. All such sales and resales will be made pursuant to the restrictions set forth herein.

The Company has filed with the Securities and Exchange Commission (the “Commission”) an automatic shelf registration statement, as defined under Rule 405 under the Securities Act of 1933, as amended (the “Securities Act”), on Form S-3 (File No. 333-224828). The “Registration Statement”, as of any time, means such registration statement as amended by any post-effective amendments thereto to such time, the documents incorporated or deemed to be incorporated by reference therein at such time pursuant to Item 12 of Form S-3 under the Securities Act and the documents otherwise deemed to be a part thereof as of such time pursuant to Rule 430B under the Securities Act (“Rule 430B”); provided, however, that the “Registration Statement” without reference to a time means such registration statement as amended by any post-effective amendments thereto as of the time of the applicable first contract of sale for an issuance of Notes, which time shall be considered the “new effective date” of such registration statement with respect to such Notes within the meaning of paragraph (f)(2) of Rule 430B, including the exhibits and schedules thereto as of such time, the documents incorporated or deemed incorporated by reference therein at such time pursuant to Item 12 of Form S-3 under the Securities Act and the documents otherwise deemed to be a part thereof as of such time pursuant to Rule 430B. The base prospectus filed as part of the Registration Statement, as amended in the form in which it has most recently been filed with the Commission, is hereinafter called the “Base Prospectus”; the Base Prospectus, as supplemented by the prospectus supplement dated November 20, 2018 relating to the Notes, is hereinafter called the “Prospectus”; any reference herein to the Base Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act, as of the date of such prospectus; any supplement to the Prospectus that sets forth only the terms of a particular issue of Notes or the offering thereof is hereinafter called a “Pricing Supplement”; any reference to any amendment or supplement to the Prospectus shall be deemed to refer to and include any prospectus supplement (including any preliminary prospectus supplement) relating to the Notes filed with the Commission pursuant to Rule 424(b) under the Securities Act and any documents filed under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and incorporated therein, in each case after the date of the Base Prospectus or the Prospectus, as the case may be; any reference to any amendment to the Registration Statement shall be deemed to refer to and include any annual report of the Company filed pursuant to Section 13(a) or 15(d) of the Exchange Act after the effective date of the Registration Statement that is incorporated by reference in the Registration Statement. For purposes of this Agreement, all references to the Registration Statement, any preliminary prospectus or the Prospectus or any amendment or supplement thereto shall be deemed to be the copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval system (or any successor system) (“EDGAR”).

1. Appointment as Distribution Agents.

(a) *Appointment as Distribution Agents.* Subject to the terms and conditions stated herein, the Company hereby appoints the Distribution Agents as the exclusive placement agents for Notes and acknowledges that the Distribution Agents shall have the exclusive right to assist the Company in the placement of Notes during the term of this Agreement, subject to the Company’s right to appointment of additional agents from time to time. Whenever the Company agrees to sell Notes directly to a Distribution Agent as principal for resale to others, such sale shall be made in accordance with the provisions of Section 3(a) hereof. No Distribution Agent is authorized to appoint sub-agents; provided, however, any Distribution Agent may pursuant to Section 3(a) hereof engage the services of any other broker or dealer in connection with the offer or sale of Notes and may pursuant to Section 3(b) hereof re-allow all or any portion of the commission payable pursuant hereto. Unless otherwise agreed, during the period the Distribution Agents are acting as the Company’s placement agents hereunder, the Company will not engage any other person or party to assist in the placement of Notes; provided, however, that the Company may accept offers to purchase Notes through an agent other than a Distribution Agent if such agent shall have executed an accession letter substantially in the form of Exhibit A or B, as appropriate, attached hereto, countersigned by the Company. In addition, the Company may from time to time appoint one or more agents other than a Distribution Agent upon the terms of this Agreement, solely with respect to a particular sale of Notes by the Company directly to any such agent as principal, by entering into a Terms Agreement with such agent substantially in the form set out in Exhibit C hereto that includes the provisions relating to the sale of Notes to a purchaser that is not a “Distribution Agent” under this Agreement, whereupon the terms and conditions of this Agreement shall apply to the sale of such Notes, and such agent shall be entitled to the benefits of this Agreement solely with respect to such purchase and sale; provided that following the closing for the sale of the relevant Note or Notes, the relevant agent shall have no further authority, rights, powers, duties or obligations except such as may have accrued or been incurred prior to, or in connection with, the purchase and sale of the relevant Notes.

(b) *Aggregate Principal Amount in Relation to Sale of Notes.* The Company shall not approve the solicitation of purchases of Notes (i) in excess of the aggregate principal amount of such Notes which shall be authorized to be outstanding by the Company from time to time or (ii) if specified in the Prospectus, in excess of the

aggregate principal amount of Notes specified in the Prospectus. The Distribution Agents will have no responsibility for maintaining records with respect to the aggregate principal amount of Notes sold or at any time outstanding or of otherwise determining the aggregate principal amount of Notes duly authorized by the Company and available for sale.

(c) *Purchases as Principal.* The Distribution Agents shall not have any obligation to purchase Notes from the Company as principal, but the Distribution Agents may agree from time to time to purchase Notes as principal. Any such purchase of Notes by a Distribution Agent as principal shall be made in accordance with Section 3(a) hereof.

(d) *Solicitations as Distribution Agent; Method of Solicitation.* The Distribution Agents will solicit offers to purchase Notes in accordance with Section 3(b) hereof, and in connection therewith will use only the Disclosure Package (as defined herein) and such term sheets and free writing prospectuses as contemplated by Section 4A(a) hereof.

(e) *Reliance.* The Company and the Distribution Agents agree that any Notes purchased by any Distribution Agent shall be purchased, and any Notes the placement of which a Distribution Agent arranges shall be placed, by such Distribution Agent in reliance on the representations, warranties, covenants and agreements of the Company contained herein and on the terms and conditions and in the manner provided herein.

2. Representations and Warranties.

The Company represents and warrants to each (v) Distribution Agent as of the date hereof, (w) Related Agent as of the date of each acceptance by the Company of an offer for the purchase of Notes (whether to a Related Agent as principal or through a Related Agent as agent), (x) Related Agent as of the date of each delivery of Notes (whether to a Related Agent as principal or through a Related Agent as agent) (the time and date of each such delivery to a Related Agent as principal being hereafter referred to as a "Settlement Date"), (y) Related Agent as of each Applicable Time (as defined below) and (z) Distribution Agent as of each date to which the Registration Statement or the Prospectus is amended or supplemented (other than by an amendment or supplement providing solely for the establishment of, or a change in, the specific terms of a tranche of Notes or an amendment or supplement relating exclusively to the issuance of securities under the Registration Statement other than Notes) (collectively, each a "Representation Date"), as follows:

(a) *Registration Statement.* The Registration Statement is an "automatic shelf registration statement" as defined under Rule 405 of the Securities Act that has been filed with the Commission not earlier than three years prior to the date hereof; and no notice of objection of the Commission to the use of such Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act has been received by the Company. No order suspending the effectiveness of the Registration Statement has been issued by the Commission and no proceeding for that purpose or pursuant to Section 8A of the Securities Act against the Company has been initiated or threatened by the Commission.

(b) *Documents Incorporated by Reference.* On each applicable Representation Date (i) each document, if any, filed pursuant to the Exchange Act and incorporated by reference in the Prospectus complied when so filed in all material respects with the Exchange Act and the applicable rules and regulations of the Commission thereunder, (ii) each part of the Registration Statement, as amended or supplemented, if applicable, when such part became effective, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iii) the Registration Statement, as amended or supplemented, if applicable, at the time of its effectiveness, and the Prospectus, as amended or supplemented, if applicable, when filed, complied in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder and (iv) the Prospectus, as amended or supplemented, if applicable, when filed, did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this paragraph do not apply to (x) statements or omissions in the Registration Statement or the Prospectus made in reliance upon and in conformity with information furnished in writing to the Company by any Distribution Agent expressly for use therein and (y) that part of the Registration Statement that constitutes the Statement of Eligibility (Form T-1) of the Trustee under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

(c) *Disclosure Package.* (i) With respect to a particular issue of Notes, the “Applicable Time” will be such time as is specified as the Applicable Time in the Terms Agreement, or, if either the Terms Agreement does not specify the Applicable Time or if such Notes are not being sold pursuant to a Terms Agreement, the time of the first sale by a Distribution Agent (including, without limitation, a contract of sale by a Distribution Agent) of such Notes or with respect to such Notes sold by such Distribution Agent as agent; and the “Disclosure Package” will be the Prospectus as amended or supplemented at the Applicable Time together with any Pricing Supplement relating to such Notes being offered, any Final Term Sheet (as defined in Section 4(l)) relating to such Notes being offered and any such “issuer free writing prospectuses”, as defined in Rule 433 under the Securities Act, as may be listed in the section of the Terms Agreement entitled “Disclosure Package Schedule” (each, an “Issuer Free Writing Prospectus”); (ii) with respect to the applicable issue of Notes, the Disclosure Package, as of the Applicable Time, does not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading; and (iii) with respect to the applicable issue of Notes, each Issuer Free Writing Prospectus relating to such issue of Notes listed in the section of the Terms Agreement entitled “Disclosure Package Schedule”, if any, will not conflict with the information contained in the Registration Statement or the Prospectus; provided, however, that the representations and warranties set forth in clauses (ii) and (iii) of this paragraph shall not apply to statements or omissions in the Disclosure Package made in reliance upon and in conformity with information furnished in writing to the Company by any Distribution Agent expressly for use therein.

(d) *Supplemental Offering Materials.* With respect to a particular issue of Notes, any individual Supplemental Offering Materials (as defined below) when considered together with the Disclosure Package, will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading; provided, however, that the representations and warranties set forth in this paragraph shall not apply to statements or omissions in such Supplemental Offering Materials made in reliance upon and in conformity with information furnished in writing to the Company by any Distribution Agent expressly for use therein. As used herein, “Supplemental Offering Materials” means, with respect to a particular issue of Notes, any “issuer free writing prospectus” (as defined in Rule 433 under the Securities Act), other than the Prospectus and the Disclosure Package, prepared by or on behalf of the Company, that constitutes an offer to sell or a solicitation of an offer to buy such issue of Notes, including without limitation any “road show” (as defined in Rule 433 under the Securities Act) relating to such issue of Notes that constitutes such an issuer free writing prospectus.

(e) *Financial Statements.* The financial statements and the related notes thereto included or incorporated by reference in each of the Disclosure Package, the Registration Statement and the Prospectus comply as to form with the accounting requirements of the Securities Act and the Exchange Act, as applicable, and present fairly in all material respects the financial position of the Company and its consolidated subsidiaries as of the dates indicated and the results of their operations and the changes in their cash flows for the periods specified; such financial statements have been prepared in conformity with generally accepted accounting principles in the United States (“GAAP”) applied on a consistent basis throughout the periods covered thereby; and the other financial information of the Company included or incorporated by reference in each of the Disclosure Package and the Prospectus has been derived from the accounting records of the Company and its consolidated subsidiaries and presents fairly in all material respects the information shown thereby; and any pro forma financial information and the related notes thereto included or incorporated by reference in the Disclosure Package, the Registration Statement and the Prospectus have been prepared in accordance with the applicable requirements of the Securities Act and the Exchange Act, as applicable.

(f) *No Material Adverse Change.* Since the date of the most recent financial statements of the Company included or incorporated by reference in each of the Disclosure Package, the Registration Statement and the Prospectus, (i) there has not been any material adverse change in or affecting the business, financial position or results of operations of the Company and its subsidiaries taken as a whole (“Material Adverse Change”); and (ii) neither the Company nor any of its subsidiaries has entered into any transaction or agreement, except for transactions or agreements entered into in the ordinary course of business, that is material to the Company and its subsidiaries taken as a whole.

(g) *Organization and Good Standing.* The Company and each of its “significant subsidiaries” (as such term is defined in Rule 1-02(w) of Regulation S-X), if any, (each a “Significant Subsidiary” and, collectively, the “Significant Subsidiaries”), have been duly organized and are validly existing and (i) with respect to entities organized in the United States, in good standing under the laws of their respective jurisdictions of organization and (ii) with respect to any entity organized in Ireland, no steps have been taken or are being taken to appoint a receiver, examiner or liquidator over it or to wind it up, and are duly qualified to do business and are in good standing in each jurisdiction in which their respective ownership or lease of property or the conduct of their respective businesses requires such qualification, and have all corporate or limited liability company power and authority necessary to own or hold their respective properties and to conduct the businesses in which they are engaged, except where the failure to be so qualified or in good standing or have such corporate or limited liability company power or authority would not, individually or in the aggregate, reasonably be expected to (i) have a material adverse effect on the business, financial position, results of operations or prospects of the Company and its subsidiaries taken as a whole or (ii) prevent or materially interfere with the performance by the Company of its obligations under this Agreement and the Notes (a “Material Adverse Effect”).

(h) *Capitalization.* All the outstanding shares of capital stock or other equity interests of each Significant Subsidiary owned, directly or indirectly, by the Company have been duly and validly authorized and issued, are fully paid and non-assessable and except as otherwise disclosed in or contemplated by each of the Disclosure Package, the Registration Statement and the Prospectus or except pursuant to the terms and conditions of any and all debt agreements to which the Company and any such Significant Subsidiary is a party or which are entered into in the ordinary course in connection with the purchase or refinancing of aircraft, are owned directly or indirectly by the Company, free and clear of any lien, charge, encumbrance, security interest, restriction on voting or transfer or any other claim of any third party.

(i) *Authorization and Validity of Agreements and Notes.* This Agreement and any applicable Terms Agreement (as defined in Section 3(a) hereof) has been duly authorized, executed and delivered by the Company. The Indenture has been duly qualified under the Trust Indenture Act, and has been duly authorized, executed and delivered by the Company and, assuming due authorization, execution and delivery by the Trustee, constitutes a valid and legally binding agreement of the Company, enforceable against the Company in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors’ rights generally (including, without limitation, fraudulent conveyance laws), and, by general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law (collectively, the “Enforceability Exceptions”) and except as enforcement thereof may be further limited by requirements that a claim with respect to Notes payable in a foreign currency (or a foreign currency judgment in respect of such claim) be converted into U.S. dollars at a rate of exchange prevailing on a date determined by applicable law or by governmental authority to limit, delay or prohibit the making of payments outside the United States. The issuance of Notes has been duly authorized by the Company, and, when a Note is issued and executed by the Company and authenticated and delivered by the Trustee pursuant to the provisions of this Agreement, the Procedures and the Indenture against payment therefor, such Note will constitute a valid and legally binding obligation of the Company entitled to the benefits of the Indenture, enforceable against the Company in accordance with its terms, except as enforceability may be limited by the Enforceability Exceptions and except as enforcement thereof may be further limited by requirements that a claim with respect to Notes payable in a foreign currency (or a foreign currency judgment in respect of such claim) be converted into U.S. dollars at a rate of exchange prevailing on a date determined by applicable law or by governmental authority to limit, delay or prohibit the making of payments outside the United States. On each applicable Settlement Date, (i) the Indenture will conform in all material respects to the requirements of the Trust Indenture Act, and the rules and regulations of the Commission applicable to an indenture that is qualified thereunder, and (ii) the terms of Notes in respect of which an offer to purchase has been accepted by the Company are or will be in all material respects accurately described in the Disclosure Package, the Registration Statement and the Prospectus.

(j) *No Violation or Default.* Neither (i) the Company nor any of its Significant Subsidiaries is in violation of its respective charter or bylaws or similar organizational documents; (ii) the Company nor any of its subsidiaries is in default, and no event has occurred that, with notice or lapse of time or both, would constitute a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a

party or by which the Company or any of its subsidiaries is bound or to which any property or assets of the Company or any of its subsidiaries is subject; or (iii) the Company nor any of its subsidiaries is in violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (ii) and (iii) above, for any such default or violation that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(k) *No Conflicts*. The execution, delivery and performance by the Company of this Agreement, any applicable Terms Agreement, the Indenture and the Notes (collectively, the “Transaction Documents”), the issuance and sale of Notes and the consummation by the Company of the transactions contemplated by the Transaction Documents do not and, with respect to a particular issue of Notes, on the Settlement Date will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, (ii) result in any violation of the provisions of the charter or bylaws or similar organizational documents of the Company or any of its Significant Subsidiaries or (iii) result in the violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority applicable to the Company or any of its subsidiaries, except, in the case of clauses (i) and (iii) above, for any such conflict, breach, violation, default, lien, charge or encumbrance that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(l) *No Consents Required*. No consent, approval, authorization, order, registration or qualification of or with any court or arbitrator or governmental or regulatory authority is required for the execution, delivery and performance by the Company of each of the Transaction Documents to which each is a party, the issuance and sale of Notes and the consummation by the Company of the transactions contemplated by the Transaction Documents, except for such as have been obtained or such consents, approvals, authorizations, orders and registrations or qualifications as may be required under (i) applicable securities laws of any state, (ii) applicable securities laws of any Non-U.S. jurisdiction or (iii) the rules of FINRA in connection with the offer and sale of Notes.

(m) *Legal Proceedings*. Except as disclosed in each of the Disclosure Package, the Registration Statement and the Prospectus, (i) there are no legal, governmental or regulatory investigations, actions, suits or proceedings pending to which the Company or any of its subsidiaries is a party or to which any property of the Company or any of its subsidiaries is subject that, individually or in the aggregate, if determined adversely to the Company or any of its subsidiaries, would reasonably be expected to have a Material Adverse Effect, and (ii) to the knowledge of the Company, no such investigations, actions, suits or proceedings are threatened or contemplated by any governmental or regulatory authority or threatened by others that, if determined adversely to the Company or any of its subsidiaries, would reasonably be expected to have a Material Adverse Effect.

(n) *Independent Accountants*. The accounting firm(s) that certified the financial statements of the Company and its subsidiaries included in the Disclosure Package, the Registration Statement and the Prospectus is an independent registered public accounting firm with respect to the Company and its subsidiaries within the applicable rules and regulations adopted by the Commission and the Public Company Accounting Oversight Board (United States) and as required by the Securities Act.

(o) *Investment Company Act*. The Company is not and, after giving effect to the offering and sale of Notes and the application of the proceeds thereof as disclosed in the Disclosure Package, the Registration Statement and the Prospectus, will not be an “investment company” within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder (collectively, the “Investment Company Act”).

(p) *Taxes*. Except where the failure to pay or file or where such deficiency, liability or lien would not reasonably be expected to have a Material Adverse Effect and except for such taxes, if any, as are being contested in good faith and as to which adequate reserves have been established by the Company, the Company and its subsidiaries have paid all federal, state, local and foreign taxes and filed all tax returns required to be paid or filed through the date hereof (after considering any applicable extension). The charges, accruals and reserves on the books of the Company in respect of any income and corporation tax liability for any years not finally determined are, to the Company’s knowledge, adequate to meet any assessments or re-assessments for additional income tax for any years not finally determined, except to the extent of any inadequacy that would not, individually or in the aggregate, result in a Material Adverse Effect.

(q) *Licenses and Permits.* The Company and its subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate federal, state, local or foreign governmental or regulatory authorities that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as disclosed in each of the Disclosure Package, the Registration Statement and the Prospectus, except where the failure to possess or make the same would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as disclosed in each of the Disclosure Package, the Registration Statement and the Prospectus, neither the Company nor any of its subsidiaries has received written, or to the knowledge of the Company, other notice of any revocation or modification of any such license, certificate, permit or authorization except such revocation or modification as would not reasonably be expected to have a Material Adverse Effect.

(r) *Disclosure Controls.* The Company and its subsidiaries maintain a system of “disclosure controls and procedures,” as defined in Rule 13a-15(e) promulgated under the Exchange Act, that complies with the requirements of the Exchange Act and that has been designed to ensure that information required to be disclosed by the Company in reports that it will file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission’s rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company’s management as appropriate to allow timely decisions regarding required disclosure.

(s) *Accounting Controls.* The Company and its subsidiaries maintain systems of “internal control over financial reporting” (as defined in Rule 13a-15(f) of the Exchange Act) that comply in all material respects with the requirements of the Exchange Act and have been designed by, or under the supervision of, their respective principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, including, but not limited to, a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management’s general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management’s general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as disclosed in each of the Disclosure Package, the Registration Statement and the Prospectus, the Company is not aware of any material weaknesses in the Company’s internal controls over financial reporting.

(t) *No Unlawful Payments.* Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or other person authorized to act on behalf of the Company or any of its subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) made any bribe, unlawful rebate, payoff, influence payment, kickback or other unlawful payment or (iv) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977 or the Bribery Act 2010 of the United Kingdom, each as may be amended, or the rules or regulations thereunder, and the Company and its subsidiaries have instituted and maintain policies and procedures to ensure compliance therewith.

(u) *Compliance with Money Laundering Laws.* The operations of the Company and its subsidiaries are and have been conducted at all times in material compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “Money Laundering Laws”) and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(v) *Compliance with OFAC.* None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries (i) is, or is controlled by an individual or entity that is currently subject to any sanctions administered or enforced by the United States (including any administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State or the Bureau of Industry and Security of the U.S. Department of Commerce), (collectively, “Sanctions” and such persons, “Sanctioned Persons” and each such person, a “Sanctioned Person”), (ii) is operating, organized or resident in a country or territory that is, or whose government is, the subject of country-wide Sanctions that broadly prohibit dealings with that country or territory (collectively, “Sanctioned Countries” and each, a “Sanctioned Country”) or (iii) will, directly or indirectly use the proceeds of the offering of Notes hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity in any manner that would result in a violation of any Sanctions by, or would result in the imposition of Sanctions against, any individual or entity (including any individual or entity participating in the offering, whether as underwriter, advisor, investor or otherwise).

(w) *No Restrictions on Subsidiaries.* Except (i) pursuant to the terms and conditions of any and all debt agreements to which the Company or any of its subsidiaries is a party or which are entered into in the ordinary course in connection with the purchase or financing of aircraft or (ii) as disclosed in or contemplated by each of the Disclosure Package, the Registration Statement and the Prospectus, no subsidiary of the Company is currently prohibited, directly or indirectly, under any agreement or other instrument to which it is a party or is subject, from paying any dividends to the Company, from making any other distribution on such subsidiary’s capital stock or similar ownership interest, from repaying to the Company any loans or advances to such subsidiary from the Company or from transferring any of such subsidiary’s properties or assets to the Company or any other subsidiary of the Company.

(x) *No Stabilization.* The Company has not taken, directly or indirectly, any action designed to or that would reasonably be expected to cause or result in any stabilization or manipulation of the price of the Notes or that would result in a violation of Regulation M under the Exchange Act.

(y) *Sarbanes-Oxley Act.* The Company and, to the knowledge of the Company, the Company’s directors or officers, in their capacities as such, are in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the “Sarbanes-Oxley Act”), including Section 402 related to loans and Sections 302 and 906 related to certifications.

(z) *Status under the Securities Act.* The Company is not an “ineligible issuer” and is a “well-known seasoned issuer”, in each case as defined under the Securities Act, in each case at the applicable dates of determination specified in the Securities Act in connection with the offering of Notes. The Company satisfied the eligibility requirements set forth under General Instruction I. A. of Form S-3 at the time of the initial effectiveness of the Registration Statement and as of the most recent deemed amendment thereof, if any, pursuant to Section 10(a)(3) of the Securities Act.

(aa) *Title to Aircraft.* Except as would not reasonably be expected to have a Material Adverse Effect, the Company or one of its subsidiaries has legal and valid title to all aircraft disclosed as owned by such person in the Disclosure Package, the Registration Statement and the Prospectus, in each case free and clear of all liens, security interests, pledges, charges, encumbrances, mortgages and defects, except such as are disclosed in or contemplated by the Disclosure Package, the Registration Statement or the Prospectus, pursuant to the terms and conditions of any and all debt agreements to which the Company or any of its subsidiaries is a party, or as permitted under aircraft leases entered into in the ordinary course to which the Company or any of its subsidiaries is a party.

(bb) *Aircraft Lease Documents.* Each of the lease agreements, lease addenda, side letters, assignments of warranties, option agreements or similar agreements (not including non-binding term sheets or letters of intent) to which the Company or any of its subsidiaries is a party (collectively, the “Aircraft Lease Documents”), is in full force and effect, except in each case as would not reasonably be expected to have a Material Adverse Effect; and, to the knowledge of the Company, no event of default (as so defined in the applicable Aircraft Lease Document) has occurred and is continuing under any Aircraft Lease Document, except for such events of default as would not reasonably be expected to have a Material Adverse Effect.

(cc) *eXtensible Business Reporting Language*. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(dd) *Cybersecurity*. (i)(A) To the Company's knowledge, there has been no material security breach or incident, material unauthorized access or disclosure, or other material compromise of or relating to any of the Company's and its subsidiaries' information technology and computer systems, networks, hardware, soft-ware, data and databases (including the data and information of their respective customers, employees, suppliers, vendors and any third party data maintained, processed or stored by the Company and its subsidiaries, and any such data processed or stored by third parties on behalf of the Company and its subsidiaries), equipment or technology (collectively, "IT Systems and Data") and (B) the Company and its subsidiaries have not been notified of, and have no knowledge of any event or condition that would reasonably be expected to result in, any material security breach or incident, material unauthorized access or disclosure or other material compromise to their IT Systems and Data; (ii) the Company and its subsidiaries are presently in material compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification; and (iii) the Company and its subsidiaries have implemented appropriate controls, policies, procedures, and technological safe-guards to maintain and protect the integrity, continuous operation, redundancy and security of their IT Systems and Data reasonably consistent with industry standards and practices, or as required by applicable regulatory standards.

3. Purchases as Principal; Solicitations as Distribution Agents.

(a) *Purchases as Principal*. Unless otherwise agreed by the relevant Distribution Agent or Distribution Agents (who shall be the lead manager(s) in the case of a syndicated issue) and the Company, Notes shall be purchased by the relevant Distribution Agent or Distribution Agents as principal. Such purchases shall be made in accordance with terms agreed upon by the relevant Distribution Agent or Distribution Agents and the Company (which terms shall be agreed upon either orally or in writing substantially in the form of Exhibit C, attached hereto, and mailed, emailed or telecopied to the Company, in each case, with such changes agreed to by the Company and the relevant Distribution Agents). Any agreement entered into pursuant to the previous sentence, including any oral agreement confirmed in writing, is referred to herein as a "Terms Agreement". A Distribution Agent's commitment to purchase Notes as principal shall be deemed to have been made on the basis of the representations and warranties of the Company herein contained and shall be subject to the terms and conditions herein set forth and the applicable Terms Agreement. Each purchase of Notes, unless otherwise agreed by the Company and the Distribution Agents and specified in the applicable Pricing Supplement, shall be at a discount from the principal amount of each such Note as agreed by the Company and the Distribution Agents at the time of such purchase and as specified in the applicable Terms Agreement and Pricing Supplement. A Distribution Agent may engage the services of any broker or dealer in connection with the offer or sale of Notes it has purchased from the Company as principal for resale to investors and other purchasers, and may re-allow all or any portion of the discount received in connection with such purchases from the Company to such brokers or dealers.

(b) *Solicitations as Agents*. On the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, when agreed by the Company and a Distribution Agent, such Distribution Agent, as agent of the Company, will use reasonable best efforts to solicit offers to purchase Notes upon the terms and conditions set forth in the Disclosure Package and in the Prospectus, as then amended or supplemented. All Notes sold through a Distribution Agent as agent will be sold at 100% of their principal amount unless otherwise agreed to by the Company or such Distribution Agent.

Each Distribution Agent will communicate to the Company, orally or in writing, each offer to purchase Notes solicited by such Distribution Agent on an agency basis, other than those offers rejected by the Distribution Agent. Each Distribution Agent shall have the right, in its discretion reasonably exercised, to reject any proposed purchase of Notes, as a whole or in part, and any such rejection shall not be deemed a breach of any Distribution Agent's agreement contained herein. The Company may accept or reject any proposed purchase of Notes, in whole or in part. The Distribution Agent shall make reasonable efforts to assist the Company in obtaining performance by each purchaser whose offer to purchase Notes has been solicited by the Distribution Agent on an agency basis and accepted

by the Company. A Distribution Agent shall not have any liability to the Company in the event any such agency purchase is not consummated for any reason other than as a result of the default by the applicable Distribution Agent of its obligations hereunder. If the Company shall default on its obligation to deliver Notes to a purchaser whose offer has been solicited by the Distribution Agent on an agency basis and accepted by the Company, the Company shall (i) hold the Distribution Agent which solicited such offer harmless against any loss, claim, damage or liability arising from or as a result of such default by the Company and (ii) notwithstanding such default, pay to such Distribution Agent any commission to which it would be entitled in connection with such sale, unless (x) such Distribution Agent shall have failed to comply with the terms and conditions of this Agreement relating to such sale or (y) the Company has a reasonable basis to believe that, due to the nature of such purchaser, such sale would have violated any statute or law or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its properties.

The Company reserves the right, in its sole discretion, to suspend solicitation of purchases of Notes through the Distribution Agents, as agents, commencing at any time for any period of time or permanently and certain obligations of the Company shall be suspended during this period as set forth in Section 4(c). Upon receipt of instructions from the Company, the Distribution Agents will forthwith suspend solicitation of purchases from the Company until such time as the Company has advised the Distribution Agents that such solicitation may be resumed.

The Company agrees to pay each Distribution Agent a commission, which may be in the form of a discount or otherwise, equal to a percentage of the principal amount of each Note sold by the Company as a result of a solicitation made by such Distribution Agent and as specified in the applicable Pricing Supplement; provided, however, that the Company shall only be obligated to pay one such fee with respect to any particular Note so sold. A Distribution Agent may re-allow all or any portion of the commission payable pursuant hereto to dealers in connection with the offer and sale of any Notes.

Except as permitted by the prior sentence, with respect to any Notes for which a Distribution Agent is soliciting offers to purchase in accordance with this Section 3(b), no such Distribution Agent shall otherwise employ, pay or compensate any other person to perform any of such Distribution Agent's obligations under this Section 3(b) without the prior written consent of the Company.

(c) *Provision of Documents.* The Company agrees to provide (i) the Distribution Agents with such number of copies of the Registration Statement, the Base Prospectus and the Prospectus, in each case including exhibits and all amendments thereto, as the Distribution Agents may reasonably request in connection with the sale of Notes and (ii) the Related Agent(s), during the period in which a prospectus is (or, but for the exception afforded by Rule 172 of the 1933 Act Regulations ("Rule 172"), would be) required by the 1933 Act to be delivered in connection with any offer or sale of Notes (the "Prospectus Delivery Period"), such number of copies of the Prospectus (as amended or supplemented) and any Issuer Free Writing Prospectus as such Related Agent(s) may reasonably request.

(d) *Notice and Effect of Material Changes.* If at any time any event shall occur or condition shall exist as a result of which it is necessary, in the reasonable opinion of counsel for the Distribution Agents or counsel to the Company, to amend the Disclosure Package or the Prospectus, as then amended or supplemented, in order that the Disclosure Package or the Prospectus, as the case may be, will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if, in the discretion of the Company, it is necessary at any time to amend or supplement the Disclosure Package, the Registration Statement or the Prospectus, as then amended or supplemented, to comply with the Securities Act, the Exchange Act, or any rules and regulations thereunder, the Company shall promptly notify each Distribution Agent who then holds any Notes purchased as principal pursuant hereto to suspend the solicitation of offers to purchase Notes. In such event, such Distribution Agent shall not thereafter attempt to offer or place any Notes until the Company shall have prepared an Issuer Free Writing Prospectus or an amendment or supplement to the Registration Statement or the Prospectus, as then amended or supplemented, and, subject to Section 4(a) hereof, caused to be filed with the Commission such amendment or supplement to the Registration Statement or the Prospectus, as then amended or supplemented, that will have corrected such untrue statement or omission or effected such compliance and shall have furnished such Issuer Free Writing Prospectus or amended or supplemented Prospectus, as the case may be, to the Distribution Agents in such numbers as they may reasonably require.

(e) *Administrative Procedures.* Administrative procedures with respect to the sale of Notes shall be agreed upon from time to time by the Distribution Agents and the Company (the “*Procedures*”). The Distribution Agents and the Company agree to perform, and the Company agrees to instruct the Trustee to perform, the respective duties and obligations specifically provided to be performed by them in the Procedures.

(f) *Delivery.* The documents required to be delivered pursuant to Section 6 hereof on the date hereof shall be delivered at the office of Simpson Thacher & Bartlett LLP, 2475 Hanover Street, Palo Alto, California, at 10:00 A.M., New York City time, or at such other place and time as the Distribution Agents and the Company may agree upon in writing.

4. Covenants of the Company.

The Company covenants and agrees with each Distribution Agent (or with respect to a particular issue of Notes, each Related Agent) as follows:

(a) *Filing of Documents Incorporated by Reference; Material Changes.* Prior to the termination of the offering of a particular issue of Notes pursuant to this Agreement or any Terms Agreement, the Company will not file any prospectus supplement relating to such Notes or any amendment to the Registration Statement or any prospectus required to be filed by Rule 430B(h) unless the Company has previously furnished to the Distribution Agents or Related Agents, as the case may be, copies thereof for their review and will not file any such proposed supplement, amendment or prospectus to which the Distribution Agents reasonably object; provided, however, that (i) the foregoing requirement shall not apply to any of the Company’s periodic filings with the Commission filed pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act or relating exclusively to an offering of securities under the Registration Statement other than Notes and (ii) the filing of any prospectus supplement or amendment to the Registration Statement or any prospectus that only sets forth the terms or a description of particular Notes, including any Pricing Supplement, shall only be reviewed and approved by the Related Agent(s) offering such Notes. Subject to the foregoing sentence, the Company will cause each prospectus supplement, including each Pricing Supplement, and any prospectus required to be filed by Rule 430B(h), in each case, relating to Notes to be filed with or transmitted for filing to the Commission in accordance with Rule 424(b) under the Securities Act.

The Company will promptly notify the Distribution Agents (i) of the filing of any amendment or supplement to the Prospectus (except that notice of the filing of an amendment or supplement to the Prospectus that merely sets forth the terms or a description of particular Notes shall only be given to the Related Agents offering such Notes), (ii) of the filing and effectiveness of any amendment to the Registration Statement, (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or for any additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any part thereof or of any notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act or the institution or threatening of any proceeding for that purpose, (v) of the receipt by the Company of any notification with respect to the suspension of the qualification of Notes for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; provided, that except during an ongoing offering of Notes (whether any Distribution Agents are acting as principal or as agent in connection therewith), such obligation to advise the Distribution Agents of filings of documents described in clauses (i) and (ii) of this sentence shall be satisfied with respect to any document filed by the Company with the Commission via EDGAR. The Company will use its commercially reasonable efforts to prevent the issuance of any stop order, notice of objection or notice of suspension of qualification related to the Registration Statement and, in the event of the issuance of any such stop order or notice of suspension or qualification, the Company will use its commercially reasonable efforts to obtain as soon as possible its withdrawal, and in the event of any such issuance of a notice of objection, the Company promptly will take such commercially reasonable steps, including, without limitation, amending the Registration Statement or filing a new registration statement, at its own expense, as may be necessary to permit offers and sales of Notes by the Distribution Agents (reference herein to the “Registration Statement” shall include any such amendment or new registration statement).

Subject to Section 3(d) hereof, if any event shall occur or condition shall exist as a result of which it is necessary, in the reasonable opinion of counsel for the Distribution Agents or counsel for the Company, to amend the Disclosure Package or the Prospectus, as then amended or supplemented, in order that the Disclosure Package or the

Prospectus, as the case may be, will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if, in the discretion of the Company, it is necessary at any time to amend or supplement the Disclosure Package, the Registration Statement or the Prospectus, as then amended or supplemented, to comply with the Securities Act, the Exchange Act or any rules and regulations thereunder, the Company shall prepare and, subject to this Section 4(a), cause to be filed with the Commission an Issuer Free Writing Prospectus or an amendment or supplement to the Registration Statement or the Prospectus, as then amended or supplemented, in form and substance reasonably satisfactory to counsel for the Distribution Agents, that corrects such untrue statement or omission or effects such compliance and shall furnish such Issuer Free Writing Prospectus or amended or supplemented Prospectus, as the case may be, to the Distribution Agents in such numbers as they may reasonably require.

(b) *Due Diligence.* Reasonably in advance of each time legal opinions and 10b-5 statements are required to be delivered pursuant to Section 6(a), 6(b) or 8(c) hereof, the Company shall furnish to such counsel such papers and information as they may reasonably request to enable them to furnish to such Distribution Agent the opinion(s) or statements referred to in Section 6(a), 6(b) or 8(c) hereof.

(c) *Suspension of Certain Obligations.* At any time when no Distribution Agent shall then hold any Notes purchased as principal, the Company reserves the right to instruct the Distribution Agents to suspend for any period of time, the solicitation of offers to purchase Notes from the Company. As soon as practicable, but in any event not later than one business day in New York City, after receipt of notice from the Company (such notice, if oral or telephonic, to be confirmed in writing as soon as reasonably practicable thereafter, but in any event not later than five business days in New York City after such oral or telephonic notice), the Distribution Agents will suspend solicitation of offers to purchase Notes from the Company until such time as the Company has advised the Distribution Agents that such solicitation may be resumed. During such suspension period, notwithstanding anything to the contrary contained herein, the Company shall not be required to comply with the provisions of subsections (a) or (b) of this Section 4 or Section 8 hereof. Upon advising the Distribution Agents that such solicitation may be resumed, however, the Company shall simultaneously provide any documents required to be delivered by subsections (a) or (b) of this Section 4 or Section 8 hereof, and the Distribution Agents shall have no obligation to solicit offers to purchase Notes until such documents have been received by the Distribution Agents. In addition, if the Company fails to comply with any of its obligations hereunder, except to the extent suspended as provided herein, including its obligations to deliver the documents required by Section 4(a), (b) and (c) or Section 8 hereof, the Distribution Agents shall have the right to terminate their obligations hereunder, including, without limitation, their obligations to solicit offers to purchase Notes hereunder as an agent or to purchase Notes hereunder as a principal.

(d) *Blue Sky Qualifications.* The Company will use its reasonable best efforts, in cooperation with the Distribution Agents, to qualify an issue of Notes for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Distribution Agents shall reasonably request and will continue such qualifications in effect so long as required for the distribution of such Notes; provided, that, the Company shall not be required to (i) qualify as a foreign corporation or other entity or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify, (ii) file any general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any such jurisdiction if it is not otherwise so subject. The Company will file such statements and reports as may be required by the laws of each jurisdiction in which Notes have been qualified as above provided.

(e) *Clear Market.* If required by any Terms Agreement or other agreement to purchase Notes by one or more Distribution Agents as principal, then between the date of the applicable Terms Agreement or other agreement to purchase such Notes and the Settlement Date with respect to such purchase, the Company will not, without the prior consent of the Related Agents who are party to such Terms Agreement or other agreement (or, in the case of a syndicated issue, the lead manager(s) thereof), offer, sell, contract to sell or otherwise dispose of any debt securities of the Company substantially similar to Notes (other than (i) Notes that are to be sold pursuant to such Terms Agreement or other agreement, (ii) deposit and other bank obligations issued and sold directly by the Company in the ordinary course of its business, (iii) debt instruments described in Section 3(a)(3) of the Securities Act and (iv) commercial paper in the ordinary course of its business).

(f) *Use of Proceeds.* With respect to a particular issue of Notes, the Company will apply the net proceeds from the sale of such Notes in the manner disclosed in the applicable Disclosure Package and the Prospectus under the heading "Use of Proceeds".

(g) *No Stabilization.* With respect to a particular issue of Notes, the Company will not take, directly or indirectly, any action designed to or that would reasonably be expected to cause or result in any stabilization or manipulation of the price of such Notes, except as otherwise permitted by Regulation M under the Exchange Act (it being understood that the Company makes no statement as to the activities of the Distribution Agents in connection with the offering).

(h) *Earnings Statement.* The Company will make generally available to its security holders and the Distribution Agents as soon as practicable an earnings statement that satisfies the provisions of the last paragraph of Section 11(a) of the Securities Act and Rule 158 of the Commission promulgated thereunder covering a period of at least twelve months beginning with the first fiscal quarter of the Company occurring after the “effective date” (as defined in Rule 158) of the Registration Statement.

(i) *DTC.* If Notes are to be issued in the form of one or more fully registered global notes, the Company will assist the Related Agents in arranging for Notes to be eligible for clearance and settlement through DTC.

(j) *Record Retention.* The Company will, pursuant to reasonable procedures developed in good faith, retain copies of each Issuer Free Writing Prospectus that is not filed with the Commission in accordance with Rule 433 under the Securities Act.

(k) *Filing Fees.* With respect to a particular issue of Notes, the Company shall pay the required Commission filing fees relating to such Notes within the time required by Rule 456(b)(1) under the Securities Act and otherwise in accordance with Rules 456(b) and 457(r) under the Securities Act.

(l) *Term Sheets.* With respect to a particular issue of Notes, if requested by the Related Agents offering such Notes prior to the Applicable Time, the Company shall prepare a final term sheet relating to such Notes substantially in the form set forth in Exhibit D hereto or in such other form reasonably satisfactory to the Related Agents (the “Final Term Sheet”) and shall file the Final Term Sheet pursuant to Rule 433(d) under the Securities Act within the time required by such rule.

(m) *Automatic Shelf Registration Statement Expiration.* If by the third anniversary (the “Renewal Deadline”) of the initial effective date of the Registration Statement, any Notes purchased by one or more Related Agents as principal remain unsold by the Related Agents, the Company will file, if it has not already done so and is eligible to do so, a new automatic shelf registration statement relating to Notes, in a form reasonably satisfactory to the Distribution Agents. If at the Renewal Deadline the Company is no longer eligible to file an automatic shelf registration statement, the Company will, if it has not already done so, file a new shelf registration statement relating to Notes, in a form reasonably satisfactory to the Distribution Agents and will use its reasonable best efforts to (i) cause such registration statement to be declared effective as soon as practicable and (ii) take all other action necessary or appropriate to permit the public offering and sale of Notes to continue as contemplated in the expired registration statement relating to Notes. References herein to the “Registration Statement” shall include such new automatic shelf registration statement or such new shelf registration statement, as the case may be.

SECTION 4A. Term Sheets and Free Writing Prospectuses.

(a) *Use and Consent.* (i) In connection with each issue of Notes, the Company and each Distribution Agent agree as follows:

Each Distribution Agent represents that it has not made and will not make any offer relating to Notes that constitutes or would constitute a “free writing prospectus” (as defined in Rule 405 under the Securities Act) required to be filed (x) by the Company with the Commission or retained by the Company under Rule 433 under the Securities Act, other than the information contained in one or more preliminary term sheets or the Final Term Sheet, or (y) by such Distribution Agent pursuant to Rule 433(d)(1)(ii) under the Securities Act, in each case without the prior written consent (which may be in electronic form) of the Company, and that the section of the Terms Agreement entitled “Disclosure Package Schedule” will include all such free writing prospectuses for which the Distribution Agents have received such consent.

The Company represents and agrees that it has not made and will not make any offer relating to a particular issue of Notes that would constitute Supplemental Offering Materials without the prior written consent (which may be in electronic form) of the Related Agents.

(b) *Rule 433 Compliance.* Each Distribution Agent agrees that it will, pursuant to reasonable procedures developed in good faith, (x) retain copies of each free writing prospectus used or referred to by it, in accordance with Rule 433 under the Securities Act and (y) file any free writing prospectus used or referred by it as set forth in Rule 433(d)(1)(ii) under the Securities Act.

(c) *Conflicts with the Registration Statement.* The Company agrees that each Issuer Free Writing Prospectus relating to a particular issue of Notes, as of its issue date and at all subsequent times through the completion of the public offer and sale of the applicable Notes or until any earlier date that the Company notified or notifies the Related Agents as described in the next sentence, did not, does not and will not include any information that conflicted, conflicts or will conflict with the information contained in the Registration Statement or the Prospectus, as then amended or supplemented. The Company further agrees that if at any time following the issuance of an Issuer Free Writing Prospectus any event occurred or occurs as a result of which such Issuer Free Writing Prospectus, if not amended, would conflict with the information in the Registration Statement or the Prospectus, as then amended or supplemented, or, when read together with the information in the Disclosure Package, would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Company will give prompt notice thereof to the Related Agents and will promptly amend or supplement, at its own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission. The foregoing two sentences do not apply to statements in or omissions from any Issuer Free Writing Prospectus based upon and in conformity with written information furnished to the Company by any Distribution Agent specifically for use therein.

5. Payment of Expenses.

Whether or not the transactions contemplated by this Agreement are consummated or this Agreement or any Terms Agreement or other agreement by a Distribution Agent to purchase Notes as principal is terminated, the Company will pay or cause to be paid all costs and expenses incident to the performance of its obligations hereunder, including without limitation, (i) the costs incident to the authorization, issuance, sale, preparation and delivery of Notes and any taxes payable in that connection; (ii) the costs incident to the preparation and printing and filing under the Securities Act of the Registration Statement, the Prospectus, any Disclosure Package, any Issuer Free Writing Prospectuses (including any amendments or supplements thereto) and the distribution thereof; (iii) the costs of reproducing and distributing each of the Transaction Documents; (iv) the fees and expenses of the Company's counsel and independent accountants; (v) the fees and expenses incurred in connection with the registration or qualification and determination of eligibility for investment of Notes under the state or foreign securities or blue sky laws of such jurisdictions as the Distribution Agents may designate and the preparation, printing and distribution of a Canadian wrapper, if used, and Blue Sky Memorandum (including in each case the related reasonable fees and expenses of counsel for the Distribution Agents; provided, however, that the Company shall not pay for any such Blue Sky fees and expenses if the transactions contemplated by this Agreement are not consummated, notwithstanding anything to the contrary herein); (vi) any fees charged by rating agencies for rating the Notes; (vii) the fees and expenses of the Trustee, any paying agent, any calculation agent and any exchange rate agent (including related reasonable fees and expenses of one counsel to each of such parties), including the preparation of the agency agreements related thereto; (viii) all expenses and application fees incurred in connection with the approval of Notes for book-entry transfer by DTC and any filing with, and clearance of the offering by, the Financial Industry Regulatory Authority ("FINRA") (including the related reasonable fees and expenses of counsel for the Distribution Agents); (ix) all expenses incurred by the Company in connection with any "road show" presentation to potential investors; (x) any advertising and other out-of-pocket expenses of the Distribution Agents incurred with the prior written approval of the Company; and (xi) the reasonable fees and disbursements of counsel to the Distribution Agents incurred in connection with the establishment of the program relating to the Notes, and any amendment or supplement to this Agreement, the Indenture, any Terms Agreement, the Registration Statement, the Prospectus, any Issuer Free Writing Prospectus or Notes, and, if agreed to by the Company and the applicable Distribution Agent, any purchase of Notes by such Distribution Agent as principal; provided, however, that the fees and expenses of counsel incurred in connection with (a) preparing the Blue Sky Memorandum referenced in clause (v), and (b) any filings and clearance by FINRA referenced in clause (viii), shall not exceed \$10,000 in the aggregate for any particular issue of Notes or offering

thereof. It is understood, however, that except as provided in this Agreement, the Distribution Agents will pay all costs and expenses incurred by them, including, without limitation, all expenses incurred by the Distribution Agent in connection with any “road show” presentation to potential investors, fees and disbursements of its counsel, transfer taxes payable on resale of Notes by them, and any advertising expenses connected with any offers it makes. For the avoidance of doubt, it is understood that the Company shall not pay or reimburse any costs, fees or expenses incurred by the Distribution Agents’ default on their obligations to purchase Notes.

6. Conditions of Distribution Agents’ Obligations.

The obligations of the Distribution Agents to solicit offers to purchase Notes as agents of the Company and any obligation of a Distribution Agent to purchase Notes pursuant to any Terms Agreement or other agreement by such Distribution Agent to purchase Notes as principal (or otherwise) are subject to the accuracy of the representations and warranties contained herein on the part of the Company and the statements of the Company’s officers made in any certificate furnished pursuant to the provisions hereof at each applicable Representation Date, to the performance and observance by the Company of all covenants and agreements herein contained and to the following additional conditions:

(a) *Legal Opinion and 10b-5 Statement of Counsel to the Company.* On or immediately prior to the date of this Agreement, the Distribution Agents shall have received the favorable opinion or opinions and 10b-5 statement, each dated as of the date of this Agreement, of O’Melveny & Myers LLP, special counsel for the Company, in form and substance reasonably satisfactory to the Distribution Agents.

(b) *Legal Opinion of Counsel to the Distribution Agents.* On or immediately prior to the date of this Agreement, the Distribution Agents shall have received a customary legal opinion and 10b-5 statement of Simpson Thacher & Bartlett LLP, counsel to the Distribution Agents, covering such matters as the Distribution Agents may reasonably request, and such counsel shall have received such documents and information as they may reasonably request to enable them to pass upon such matters.

(c) *Officer’s Certificate.* On or immediately prior to the date of this Agreement, the Distribution Agents shall have received a certificate, dated the date of this Agreement, of an executive officer of the Company who has specific knowledge of the Company’s financial matters and is satisfactory to the Distribution Agents confirming that, to the best of such officer’s knowledge after due inquiry that (i) the representations and warranties of the Company in this Agreement are true and correct on and as of the date of such certificate, (ii) that the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the date of such certificate in all material respects, and (iii) that, since the respective dates of which information is given in the Disclosure Package, the Registration Statement and the Prospectus, or since the date of the Terms Agreement, if applicable, there has been no Material Adverse Effect except as disclosed in the Disclosure Package, Registration Statement or Prospectus.

(d) *Accountant’s Comfort Letter.* On or immediately prior to the date of this Agreement, the Distribution Agents shall have received from the Company’s independent accountants (who are KPMG LLP as of the date of this Agreement), at the request of the Company, a letter, dated the date of this Agreement and addressed to the Distribution Agents, in form and substance reasonably satisfactory to the Distribution Agents, containing statements and information of the type customarily included in accountants’ “comfort letters” to underwriters with respect to the financial statements and certain financial information contained or incorporated by reference in the Registration Statement and the Prospectus.

(e) *Additional Documents.* On or immediately prior to the date of this Agreement, counsel to the Distribution Agents shall have been furnished with such documents, certificates and opinions as such counsel may reasonably request for the purpose of enabling such counsel to pass upon the issuance and sale of Notes as herein contemplated and related proceedings, or in order to evidence the accuracy and completeness of any of the representations and warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Company in connection with the issuance and sale of Notes as herein contemplated shall be reasonably satisfactory in form and substance to the Distribution Agents and to counsel to the Distribution Agents.

7. Delivery of and Payment for Notes Sold through a Distribution Agent.

Delivery of Notes sold by the Company through a Related Agent as agent shall be made by the Company to such Related Agent for the account of any purchaser only against payment therefor in immediately available funds. In the event that a purchaser shall fail either to accept delivery of or to make payment for a Note on the date fixed for settlement, the Related Agent shall promptly notify the Company and deliver the Note to the Company, and, if the Related Agent has theretofore paid the Company for such Note, the Company will promptly return the amount of such payment to such Related Agent in immediately available funds. If such failure occurred for any reason other than default by such Related Agent in the performance of its obligations hereunder, the Company will reimburse such Related Agent on an equitable basis for its loss of the use of the funds for the period such funds were credited to the Company's account.

8. Additional Covenants of the Company.

The Company covenants and agrees with each Distribution Agent (or with respect to a particular issue of Notes, each Related Agent) that:

(a) *Reaffirmation of Representations and Warranties.* Each acceptance by the Company of an offer for the purchase of a particular issue of Notes (whether to a Distribution Agent as principal or through the Distribution Agent as agent), and each delivery of a particular issue of Notes (whether to a Distribution Agent as principal or through the Distribution Agent as agent), shall be deemed to be an affirmation that the representations and warranties of the Company contained in this Agreement and in any certificate theretofore delivered to such Distribution Agents pursuant hereto are true and correct at the time of such acceptance or delivery, as the case may be, and an undertaking that such representations and warranties will be true and correct at the time of delivery by the Company to the purchaser or his agent, or to the applicable Distribution Agent, of such Notes relating to such acceptance or delivery, as though made at and as of each such time (and it is understood that such representations and warranties shall relate to the Registration Statement and the Prospectus, each as amended and supplemented at each such time, and to the Disclosure Package at the Applicable Time relating thereto in respect of such Notes).

(b) *Subsequent Delivery of Certificates.* Each time that (i) the Registration Statement or the Prospectus is amended or supplemented (other than by (x) a Pricing Supplement, (y) the filing of a document incorporated by reference thereto or (z) an amendment or supplement providing solely for the establishment of or a change in, the specific terms of a tranche of Notes or relating exclusively to an offering of securities under the Registration Statement other than Notes) or (ii) (unless waived pursuant to the applicable Terms Agreement) the Company sells Notes to one or more Distribution Agents as principal, then, in each case, the Company shall furnish or cause to be furnished promptly to the Distribution Agents or the applicable Distribution Agent, as the case may be, certificates dated the date of such amendment or supplement, such filing or the Settlement Date, as the case may be, in form reasonably satisfactory to the Distribution Agents or the applicable Distribution Agent, as the case may be, to the effect that the statements contained in the certificates referred to in Section 6(c) hereof which were last furnished to the Distribution Agents are true and correct at the time of such amendment or supplement, such filing or the Settlement Date, as the case may be, as though made at and as of such time (except that such statements shall be deemed to relate to the Registration Statement and the Prospectus, each as amended and supplemented at such time, and to the Disclosure Package at the Applicable Time relating thereto in respect of any Notes issued and sold pursuant to the foregoing clause (ii)) or, in lieu of any such certificates, certificates of the same scope as the corresponding certificates referred to in said Section 6(c), modified as necessary to relate to the Registration Statement and the Prospectus, each as amended and supplemented at the time of delivery of such certificate, and to the Disclosure Package at the Applicable Time relating thereto in respect of any Notes issued and sold pursuant to the foregoing clause (ii).

(c) *Subsequent Delivery of Legal Opinions and 10b-5 Statements.* Each time that (i) the Registration Statement or the Prospectus is amended or supplemented (other than by (x) a Pricing Supplement, (y) the filing of a document incorporated by reference thereto, or (z) an amendment or supplement providing solely for the establishment of or a change in, the specific terms of a tranche of Notes or solely for the inclusion of additional financial information or relating exclusively to an offering of securities under the Registration Statement other than Notes) or (ii) (unless waived pursuant to the applicable Terms Agreement) the Company sells Notes to one or more Distribution Agents as principal, then, in each case, the Company shall furnish or cause to be furnished promptly to the Distribution Agents or the applicable Distribution Agent, as the case may be, the written opinion and 10b-5 statement of O'Melveny &

Myers LLP, special counsel to the Company, and the written opinion and 10b-5 statement of Simpson Thacher & Bartlett LLP, counsel to the Distribution Agents. In each case, the foregoing opinions and 10b-5 statements shall be dated the date of delivery of such opinions and 10b-5 statements, in form and scope satisfactory to the Distribution Agents or the applicable Distribution Agent, as the case may be, of the same scope as the opinions and 10b-5 statements referred to in Sections 6(a) and 6(b) hereof, as applicable, but modified, as necessary, to relate to the Registration Statement and the Prospectus, each as amended and supplemented at the time of delivery of such opinions, and to the Disclosure Package at the Applicable Time relating thereto in respect of any Notes issued and sold pursuant to the foregoing clause (ii) or, in lieu of any such opinion or 10b-5 statement, counsel last furnishing such opinion and 10b-5 statement to the Distribution Agents shall furnish to the Distribution Agents or the applicable Distribution Agent, as the case may be, a letter to the effect that the Distribution Agents or the applicable Distribution Agent, as the case may be, may rely on such last opinion and 10b-5 statement to the same extent as though each was dated the date of such letter authorizing reliance (except that statements in such last opinion and 10b-5 statement shall be deemed to relate to the Registration Statement and the Prospectus as amended and supplemented at the time of delivery of such letter authorizing reliance, and to the Disclosure Package at the Applicable Time relating thereto in respect of any Notes issued and sold pursuant to the foregoing clause (ii)). The Company agrees to provide such documents and information as such counsel may reasonably request to enable them to pass upon the matters covered by such opinions and 10b-5 statements or such letters provided in lieu thereof.

(d) *Subsequent Delivery of Accountants' Letter.* Each time that (unless waived pursuant to the applicable Terms Agreement) the Company sells Notes to one or more Distribution Agents as principal, the Company shall furnish or cause to be furnished forthwith to the Distribution Agents or the applicable Distribution Agent, as the case may be, a letter from the Company's independent accountants delivered at the Applicable Time and a letter delivered at the Settlement Date, in each case, relating to such Notes and in form satisfactory to the Distribution Agents or applicable Distribution Agent of the same scope as the letter referred to in Section 6(d), modified as necessary to relate to the Registration Statement and the Prospectus, each as amended or supplemented at the time of delivery of such letter, and to the Disclosure Package relating thereto at the time of delivery of such letter, and with such changes as may be necessary to reflect changes in the financial statements and other information derived from the accounting records of the Company. In each case, the foregoing letters shall be dated the date of delivery of such letter; provided that such letter shall use a cut-off date no more than three business days prior to the date of such Applicable Time or such Settlement Date, as the case may be; provided further that the letter delivered at the Settlement Date may reconfirm as true and correct at such date as though made at and as of such date, rather than repeat, statements with respect to such financial information or other matters made in the letter relating to such Notes that is delivered at the Applicable Time.

9. Indemnification.

(a) *Indemnification of Distribution Agents.*

- (i) The Company agrees to indemnify and hold harmless each Distribution Agent, its members, employees, selling agents, affiliates, directors and officers and each person, if any, who controls such Distribution Agent within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities (including, without limitation, reasonable legal fees and other reasonable expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred) that arise out of, or are based upon (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or (ii) any untrue statement or alleged untrue statement of a material fact contained in the Prospectus (or any amendment or supplement thereto), any Disclosure Package, any Issuer Free Writing Prospectus, any Supplemental Offering Materials or the information contained in any Final Term Sheet, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, in each case except insofar as such losses, claims, damages or liabilities arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Company by any Distribution Agent expressly for use therein.

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- (ii) The Company agrees to indemnify each Distribution Agent against any loss incurred by such Distribution Agent as a result of any judgment or order being given or made for the amount due under this Agreement and such judgment or order being paid in a currency (a “Judgment Currency”) other than U.S. dollars as a result of any variation between (A) the rate of exchange at which U.S. dollars are converted into the Judgment Currency for the purpose of such judgment or order and (B) the rate of exchange at which such Distribution Agent is able to purchase U.S. dollars with the amount of the Judgment Currency actually received by such Distribution Agent. The foregoing indemnity shall constitute a separate and independent obligation of the Company and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term “rate of exchange” shall include any premiums and costs of exchange payable in connection with the purchase of, or conversion into, the relevant currency.

(b) *Indemnification of the Company.* Each Distribution Agent agrees, severally and not jointly, to indemnify and hold harmless the Company, its directors, its officers and each person, if any, who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the indemnity set forth in paragraph (a) above, but only with respect to any losses, claims, damages or liabilities (including, without limitation, reasonable legal fees and other reasonable expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred) that arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information furnished to the Company in writing by such Distribution Agents expressly for use in the Registration Statement or any amendment thereof, the Prospectus or any amendment or supplement thereto or any Disclosure Package, any Issuer Free Writing Prospectus, any Supplemental Offering Materials or any Final Term Sheet.

(c) *Notice and Procedures.* If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any person in respect of which indemnification may be sought pursuant to either paragraph (a) or (b) above, such person (the “Indemnified Person”) shall promptly notify the person against whom such indemnification may be sought (the “Indemnifying Person”) in writing; provided, that, the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have under paragraph (a) or (b) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have to an Indemnified Person otherwise than under paragraph (a) or (b) above. If any such proceeding shall be brought or asserted against an Indemnified Person and it shall have notified the Indemnifying Person thereof, the Indemnifying Person shall retain counsel reasonably satisfactory to the Indemnified Person (who shall not, without the consent of the Indemnified Person, be counsel to the Indemnifying Person) to represent the Indemnified Person in such proceeding and shall pay the reasonable fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the reasonable fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) the Indemnifying Person and the Indemnified Person shall have mutually agreed to the contrary; (ii) the Indemnifying Person has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Person; or (iii) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and the Indemnified Person shall have reasonably concluded based on the advice of counsel chosen by it and satisfactory to the Indemnifying Person that there may be legal defenses available to it that are different from or in addition to those available to the Indemnifying Person. It is understood and agreed that the Indemnifying Person shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Persons, and that all such fees and expenses shall be paid or reimbursed as they are incurred. Any such separate firm for any Distribution Agent, its affiliates, directors and officers and any control persons of such Distribution Agent shall be designated in writing by such Distribution Agent or, in the case of a syndicated issue, the lead manager(s) thereof, and any such separate firm for the Company, its directors, its officers and any control persons of the Company shall be designated in writing by the Company. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the

plaintiff, the Indemnifying Person agrees to indemnify each Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an Indemnified Person shall have requested that an Indemnifying Person reimburse the Indemnified Person for fees and expenses of counsel as contemplated by this paragraph, the Indemnifying Person shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by the Indemnifying Person of such request, (ii) such Indemnifying Person shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into, and (iii) the Indemnifying Person shall not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement; provided, however, that the Indemnifying Person shall not be liable for such settlement if the delay in such reimbursement is due to (A) a dispute, with reasonable basis, regarding the amount of fees and expenses for which such reimbursement is sought or (B) a good-faith dispute based on the advice of counsel regarding the Indemnified Person's entitlement to reimbursement of such fees and expenses. No Indemnifying Person shall, without the written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnification could have been sought hereunder by such Indemnified Person, unless such settlement (x) includes an unconditional release of such Indemnified Person, in form and substance reasonably satisfactory to such Indemnified Person, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

(d) *Contribution.* If the indemnification provided for in Sections 9(a) and 9(b) is unavailable as a matter of law to an Indemnified Person in respect of any losses, claims, damages or liabilities referred to therein, then each Indemnifying Person under such paragraph, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and the Distribution Agents, on the other, from the offering of Notes to which such losses, claims, damages or liabilities relate or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Company, on the one hand, and the Distribution Agents, on the other, in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company, on the one hand, and such Distribution Agents, on the other, shall be deemed to be in the same respective proportions as the net proceeds (before deducting expenses but after deducting discounts and commissions) received by the Company from the sale of Notes and the total discounts and commissions received by such Distribution Agents in connection therewith, bear to the aggregate offering price of such Notes. The relative fault of the Company, on the one hand, and such Distribution Agents, on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by such Distribution Agents and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) *Limitation on Liability.* The Company and the Distribution Agents agree that it would not be just and equitable if contribution pursuant to this Section 9 were determined by pro rata allocation (even if the applicable Distribution Agents were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in paragraph (d) above. The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages and liabilities referred to in paragraph (d) above shall be deemed to include, subject to the limitations set forth above, any reasonable legal or other reasonable expenses incurred by such Indemnified Person in connection with any such action or claim. Notwithstanding the provisions of this Section 9, in no event shall a Distribution Agent be required to contribute any amount in excess of the amount by which the total discounts and commissions received by such Distribution Agent with respect to such Notes exceeds the amount of any damages that such Distribution Agent has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Distribution Agents' obligations to contribute pursuant to this Section 9 are several and not joint.

(f) *Non-Exclusive Remedies.* The remedies provided for in this Section 9 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Person at law or in equity.

10. Termination.

(a) *Termination of this Agreement.* This Agreement (excluding any Terms Agreement or other agreement hereunder by a Distribution Agent to purchase Notes as principal) may be terminated for any reason, at any time by the Company or a Distribution Agent, as to itself, upon the giving of 30 days' written notice of such termination to the other parties hereto in accordance with the provisions of Section 11 hereof.

(b) *Termination of an Agreement to Purchase Notes as Principal.* A Related Agent may terminate a Terms Agreement to which it is a party, immediately upon notice to the Company, at any time prior to the Settlement Date of Notes relating thereto if after the execution and delivery of such Terms Agreement and prior to the Settlement Date of Notes relating thereto: (i) trading generally shall have been suspended or materially limited on or by either the New York Stock Exchange or the Nasdaq Global Market; (ii) trading of any securities issued or guaranteed by the Company shall have been suspended on any exchange or in any over-the-counter market; (iii) a general moratorium on commercial banking activities shall have been declared by federal or New York State authorities or by the relevant authorities in the country or countries of origin of any foreign currency or currencies in which such Notes are denominated or payable has occurred; (iv) a material disruption in commercial banking or securities settlement services in the United States or the country or countries of origin of any foreign currency or currencies in which such Notes are denominated or payable has occurred; (v) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or currency exchange rates or controls or any calamity or crisis, either within or outside the United States, that, in the judgment of the Related Agents or, in the case of a syndicated offering, the lead manager(s) thereof, is material and adverse and makes it impracticable or inadvisable to proceed with the offering, sale or delivery of Notes as of the applicable Settlement Date on the terms and in the manner contemplated by this Agreement, the Disclosure Package, the Registration Statement and the Prospectus (exclusive of any amendment or supplement thereto subsequent to the date of the Terms Agreement); (vi) if the rating assigned by any nationally recognized securities rating agency to any debt securities of the Company as of the date of any Terms Agreement shall have been lowered since that date or if any such rating agency shall have publicly announced since that date that it has placed any debt securities of the Company on what is commonly termed a "watch list" for possible downgrading; or (vii) if there has been since the time of execution of such Terms Agreement or since the respective dates as of which information is given in the Registration Statement, the Disclosure Package and the Prospectus (exclusive of any amendments or supplements thereto subsequent to the date of such Terms Agreement), any Material Adverse Change.

(c) *General.* In the event of any such termination described in Section 10(a) or Section 10(b) hereto, none of the parties will have any liability to the other parties hereto, except that (i) the Distribution Agents shall be entitled to any commissions earned in accordance with Section 3(a) and Section 3(b) hereof, (ii) if at the time of termination (a) a Related Agent shall own any Notes purchased from the Company as principal with the intention of reselling such Notes or (b) an offer to purchase any Notes has been accepted by the Company but the time of delivery to the purchaser or its agent of such Notes relating thereto has not occurred, the covenants set forth in Sections 4 and 8 hereof shall remain in effect until such Notes are so resold or delivered, as the case may be, (provided, however, that except as provided in clause (iii) below, the Company's obligations pursuant to Sections 4 and 8 hereof shall in any event terminate no later than the date that is 30 days (or in the case of Section 4(a), 90 days) after the time of such termination), and (iii) the Company's obligations pursuant to Section 4(h), the provisions of Section 5 hereof, the indemnity and contribution agreements set forth in Section 9 hereof, and the provisions of Sections 10(c), 11, 12 and 18 hereof shall remain in effect.

If a Terms Agreement or other agreement hereunder by the Distribution Agents to purchase Notes as principal shall be terminated by such Related Agents because of any failure or refusal on the part of the Company to comply with the terms or to fulfill any of the conditions of such agreement, or if for any reason the Company shall be unable to perform its obligations under such agreement, the Company will reimburse such Related Agents as have so terminated such agreement with respect to themselves, severally, for all reasonable and documented out-of-pocket expenses (including the fees and disbursements of their counsel) reasonably incurred by such Related Agents in connection with such agreement or the offering contemplated hereunder.

11. Notices.

Unless otherwise provided herein, all notices required under the terms and provisions hereof shall be in writing, either delivered by hand or by mail, and any such notice shall be effective when received at the address specified below.

If to the Company:

Air Lease Corporation
2000 Avenue of the Stars, Suite 1000N
Los Angeles, California 90067
Fax: (310) 553-0999
Attention: Legal Department

with a copy to (which shall not constitute notice):

O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071
Attention: John-Paul Motley, Esq.

If to any Distribution Agent: at its notice address(es) specified on Schedule 1 hereto or at such other address as such party may designate from time to time by notice duly given in accordance with the terms of this Section 11.

12. Parties.

This Agreement shall inure to the benefit of and be binding upon the Distribution Agents and the Company and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the parties hereto and their respective successors and the controlling persons, directors and affiliates referred to in Section 9 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein or therein contained.

This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the parties hereto and their respective successors and said controlling persons, directors and affiliates and their heirs and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser of Notes shall be deemed to be a successor by reason merely of such purchase.

This Agreement shall not be assignable by any party without the prior written consent of the other parties except that any Distribution Agent may assign this Agreement to an affiliated broker-dealer without the Company's or other Distribution Agents' prior consent.

13. Default by One or More of the Distribution Agents Acting as Principal.

(a) With respect to a syndicated issue, if one or more of the Related Agents purchasing Notes as principal hereunder shall fail to purchase the Notes which it or they agreed to purchase (the "Defaulted Notes"), then the lead nondefaulting Related Agent(s) shall have the right, within 24 hours thereafter, to make arrangements for one or more of the nondefaulting Related Agents, any Distribution Agent or any other agent, to purchase all, but not less than all, of the Defaulted Notes in such amounts as may be agreed upon and upon the terms herein set forth; provided, however, that if such arrangements are not completed within such 24-hour period, then the Company shall be entitled to a further 24-hour period within which to procure other persons satisfactory to the lead nondefaulting Related Agent(s) to purchase the Defaulted Notes on such terms. If other persons become obligated or agree to purchase the Defaulted Notes, either the lead nondefaulting Related Agent(s) or the Company may postpone the Settlement Date for up to five full business days in order to effect any changes that in the opinion of counsel for the Company or counsel for the Related Agents may be necessary in the Disclosure Package, the Registration Statement or the

Prospectus or in any other document or arrangement, and the Company agrees to promptly prepare any amendment or supplement to the Disclosure Package, the Registration Statement or the Prospectus that effects any such changes. As used in this Agreement, the terms “Distribution Agent” and, with respect to a particular issuance of Defaulted Notes, “Related Agent,” include, for all purposes of this Agreement unless the context otherwise requires, any person not listed in Schedule 1 hereto that, pursuant to this Section 13, purchases Defaulted Notes.

(b) If, after giving effect to any arrangements for the purchase of the Defaulted Notes provided in (a) above, the aggregate principal amount of the Defaulted Notes that remains unpurchased on the Settlement Date does not exceed 10% of the aggregate principal amount of all Notes to be purchased on such date, then the Company shall have the right to require each nondefaulting Related Agent to purchase the principal amount of Notes that such Related Agent agreed to purchase hereunder on such date plus such Related Agent’s pro rata share (based on the principal amount of Notes that such Related Agent agreed to purchase on such date compared to the aggregate principal amount of Notes that all nondefaulting Related Agents agreed to purchase on such date) of the Defaulted Notes for which such arrangements have not been made.

(c) If, after giving effect to any arrangements for the purchase of the Defaulted Notes provided in paragraph (a) above, the aggregate principal amount of Defaulted Notes that remains unpurchased on the Settlement Date exceeds 10% of the aggregate principal amount of all Notes to be purchased on such date, or if the Company shall not exercise the right described in paragraph (b) above, then such agreement to purchase Notes shall terminate without liability on the part of the nondefaulting Related Agents.

(d) No action taken pursuant to this paragraph shall relieve any defaulting Distribution Agent from liability in respect of its default. Any termination of this Agreement pursuant to this Section 13 shall be without liability on the part of the Company, except that the Company and the Distribution Agents will continue to be liable for the payment of expenses as set forth in Section 5 hereof and except that the provisions of Section 9 hereof shall not terminate and shall remain in effect.

14. Survival.

The respective indemnities, rights of contribution, representations, warranties and agreements of the Company and the Distribution Agents contained in this Agreement or made by or on behalf of the Company or the Distribution Agents pursuant to this Agreement or any certificate delivered pursuant hereto shall survive the delivery of and payment for Notes and shall remain in full force and effect, regardless of any termination of this Agreement or any investigation made by or on behalf of the Company or the Distribution Agents.

15. Certain Defined Terms.

For purposes of this Agreement, (a) except where otherwise expressly provided, the term “affiliate” has the meaning set forth in Rule 405 under the Securities Act; (b) the term “business day” means any day other than a Saturday, Sunday or a day on which banks are permitted or required to be closed in New York City; and (c) the term “subsidiary” has the meaning set forth in Rule 405 under the Securities Act.

16. Compliance with USA Patriot Act.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Distribution Agents are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of its respective clients, as well as other information that will allow the Distribution Agents to properly identify their respective clients.

17. Relationships with Distribution Agents.

The Company acknowledges and agrees that the Distribution Agents are acting solely in the capacity of an arm’s length contractual counterparty to the Company with respect to the offering of Notes contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or

an agent of, the Company or any other person. Additionally, none of the Distribution Agents is advising the Company or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Distribution Agents shall have no responsibility or liability to the Company with respect thereto. Any review by the Distribution Agents of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Distribution Agents and shall not be on behalf of the Company.

18. Miscellaneous.

(a) *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(b) *Severability.* The invalidity or unenforceability of any Section, paragraph, or provision of this Agreement shall not affect the validity or enforceability of any other Section, paragraph, or provision hereof; provided, that, no such severability shall be effective if it materially changes the economic benefit of this Agreement to any party hereto.

(c) *Counterparts.* This Agreement may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument.

(d) *Amendments or Waivers.* No amendment or waiver of any provision of this Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto; provided, however, that the Lead Agents may waive by email, on behalf of all of the Distribution Agents, the satisfaction of any condition in Section 6 hereof that is to be satisfied on or immediately prior to the date of this Agreement.

(e) *Headings.* The headings herein are included for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

[Remainder of page intentionally left blank]

If the foregoing is in accordance with the Distribution Agents' understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument along with all counterparts will become a binding agreement between the Distribution Agents and the Company in accordance with its terms.

Very truly yours,

AIR LEASE CORPORATION

By: /s/ Gregory B. Willis

Name: Gregory B. Willis

Title: Executive Vice President and
Chief Financial Officer

Agreed and Accepted:

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Jack D. McSpadden, Jr.

Name: Jack D. McSpadden, Jr.

Title: Managing Director

[Signature page to Distribution Agreement]

Agreed and Accepted:

J.P. MORGAN SECURITIES LLC

By: /s/ Stephen L. Sheiner

Name: Stephen L. Sheiner

Title: Executive Director

[Signature page to Distribution Agreement]

Agreed and Accepted:

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By: /s/ Matt Basler
Name: Matt Basler
Title: Managing Director

[Signature page to Distribution Agreement]

Agreed and Accepted:

ABN AMRO SECURITIES (USA) LLC

By: /s/ Sander Spierings
Name: Sander Spierings
Title: Managing Director

By: /s/ Aldrik Vervat
Name: Aldrik Vervat
Title: Executive Director

[Signature page to Distribution Agreement]

Agreed and Accepted:

ARAB BANKING CORPORATION B.S.C.

By: /s/ Richard Tull
Name: Richard Tull
Title: Head of Wholesale Banking,
North America

By: /s/ David Giacalone
Name: David Giacalone
Title: Chief Risk Officer, NY

[Signature page to Distribution Agreement]

Agreed and Accepted:

BMO CAPITAL MARKETS CORP.

By: /s/ Adrian Adduci

Name: Adrian Adduci

Title: Director

[Signature page to Distribution Agreement]

Agreed and Accepted:

BNP PARIBAS SECURITIES CORP.

By: /s/ Richard Murphy

Name: Richard Murphy

Title: Managing Director

[Signature page to Distribution Agreement]

Agreed and Accepted:

COMMONWEALTH BANK OF AUSTRALIA

By: /s/ Alexandra Licurse

Name: Alexandra Licurse

Title: Director, DCM

[Signature page to Distribution Agreement]

Agreed and Accepted:

FIFTH THIRD SECURITIES, INC.

By: /s/ Jonathan Elliot

Name: Jonathan Elliot

Title: Director

[Signature page to Distribution Agreement]

Agreed and Accepted:

GOLDMAN SACHS & CO. LLC

By: /s/ Raffael Fiumara

Name: Raffael Fiumara

Title: Vice President

[Signature page to Distribution Agreement]

Agreed and Accepted:

ICBC STANDARD BANK PLC

By: /s/ Robin Stoodle

Name: Robin Stoodle

Title: Head of Bond Syndicate

[Signature page to Distribution Agreement]

Agreed and Accepted:

KEEFE, BRUYETTE & WOODS, INC.

By: /s/ Victor A. Sack

Name: Victor A. Sack

Title: Managing Director

[Signature page to Distribution Agreement]

Agreed and Accepted:

KEYBANC CAPITAL MARKETS INC.

By: /s/ Eric Peiffer

Name: Eric Peiffer

Title: Managing Director

[Signature page to Distribution Agreement]

Agreed and Accepted:

LLOYDS SECURITIES INC.

By: /s/ Wesley Fallan

Name: Wesley Fallan

Title: Head of Capital Markets

[Signature page to Distribution Agreement]

Agreed and Accepted:

LOOP CAPITAL MARKETS LLC

By: /s/ Sidney Dillard

Name: Sidney Dillard

Title: Partner

[Signature page to Distribution Agreement]

Agreed and Accepted:

MIZUHO SECURITIES USA LLC

By: /s/ Michael L. Saron

Name: Michael L. Saron

Title: Managing Director

[Signature page to Distribution Agreement]

Agreed and Accepted:

MORGAN STANLEY & CO, LLC

By: /s/ Yurij Slyz

Name: Yurij Slyz

Title: Executive Director

[Signature page to Distribution Agreement]

Agreed and Accepted:

MUFG SECURITIES AMERICAS INC.

By: /s/ Brian Cogliandro

Name: Brian Cogliandro

Title: Managing Director

[Signature page to Distribution Agreement]

Agreed and Accepted:

RBC CAPITAL MARKETS, LLC

By: /s/ Scott G. Primrose

Name: Scott G. Primrose

Title: Authorized Signatory

[Signature page to Distribution Agreement]

Agreed and Accepted:

REGIONS SECURITIES LLC

By: /s/ Neal Smith

Name: Neal Smith

Title: Managing Director

[Signature page to Distribution Agreement]

Agreed and Accepted:

SG AMERICAS SECURITIES, LLC

By: /s/ Michael Shapiro

Name: Michael Shapiro

Title: Director

[Signature page to Distribution Agreement]

Agreed and Accepted:

SUNTRUST ROBINSON HUMPHREY, INC.

By: /s/ Robert Nordlinger

Name: Robert Nordlinger

Title: Director

[Signature page to Distribution Agreement]

Agreed and Accepted:

TD SECURITIES (USA) LLC

By: /s/ Elsa Wang

Name: Elsa Wang

Title: Director

[Signature page to Distribution Agreement]

Agreed and Accepted:

WELLS FARGO SECURITIES, LLC

By: /s/ Carolyn Hurley

Name: Carolyn Hurley

Title: Director

[Signature page to Distribution Agreement]

ACCESSION LETTER (Program)

To: Air Lease Corporation
2000 Avenue of the Stars, Suite 1000N
Los Angeles, California 90067
Attention: Legal Department

[Date]

Air Lease Corporation (the "Company")
Medium-Term Notes, Series A
Due Nine Months or More from Date of Issue ("Notes")

Ladies and Gentlemen:

We refer to the Distribution Agreement, dated November 20, 2018 (as amended from time to time, the "Distribution Agreement") made among the Company and the Distribution Agents parties thereto. Capitalized terms used herein but not defined shall have the meanings assigned to them in the Distribution Agreement.

We confirm that we are in receipt of the documents referenced below and have found them to our satisfaction:

- (a) a copy of the Distribution Agreement;
- (b) copies of the Registration Statement and the Prospectus, each as amended or supplemented at the date hereof, referred to in the Distribution Agreement;
- (c) a copy of the Indenture, as amended at the date hereof; and
- (d) copies of the letters from each of the legal advisors referred to in Section 6(a) and Section 6(b) of the Distribution Agreement that were last furnished to the Distribution Agents pursuant to Section 6(c)(ii).

For purposes of the Distribution Agreement, our notice details are as follows:

[Insert name, address, telephone, fax, email and attention].

In consideration of the Company appointing us as a Distribution Agent under the Distribution Agreement, we hereby undertake, with effect from and including the date hereof, for the benefit of the Company and each of the other Distribution Agents, that we will perform and comply with all the duties and obligations expressed to be assumed by a Distribution Agent under or pursuant to the Distribution Agreement.

This letter shall hereafter be read and construed in conjunction and as one document with the Distribution Agreement, and references to "the Agreement", "this Agreement" or "the Distribution Agreement" in the Distribution Agreement or in any other agreement, instrument or other document executed thereunder or delivered pursuant thereto shall for all purposes refer to the Distribution Agreement incorporating and as supplemented by this letter.

This letter and any claim, controversy or dispute arising under this letter shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

Very truly yours,

[Insert name of new Distribution Agent]

In accordance with Section 1(a) of the Distribution Agreement, the Company hereby confirms that, with effect from the date hereof, you shall become a party to the Distribution Agreement vested with all of the authority, rights, powers, duties and obligations of a Distribution Agent, as if originally named as a Distribution Agent under the Distribution Agreement.

Confirmed and accepted
as of the date first above written:

Very truly yours,

ACCESSION LETTER (Issuance)

To: Air Lease Corporation
2000 Avenue of the Stars, Suite 1000N
Los Angeles, California 90067
Attention: Legal Department

[Date]

Air Lease Corporation (the "Company")
\$[•] aggregate principal amount of [•]% Medium-Term Notes, Series A,
Due [•], [•] ("Notes")

Ladies and Gentlemen:

We refer to the Distribution Agreement, dated November 20, 2018 (as amended from time to time, the "Distribution Agreement"), and the Terms Agreement, dated [•] (the "Terms Agreement", and together with the Distribution Agreement, the "Agreement") entered into with respect to Notes, and made among the Company and the Distribution Agents parties thereto. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Distribution Agreement.

We confirm that we are in receipt of the documents referenced below and have found them to our satisfaction:

- (a) a copy of the Distribution Agreement;
- (b) copies of the Registration Statement and the Prospectus, each as amended or supplemented at the date hereof, referred to in the Agreement; [and]
- (c) a copy of the Indenture, as amended at the date hereof; [and]
- (d) [copies of the letters from each of the legal advisors referred to in Section 6(a) and Section 6(b) of the Distribution Agreement that were last furnished to the Distribution Agents pursuant to Section 6(c)(ii).]¹

For purposes of the Agreement, our notice details are as follows:

[Insert name, address, telephone, fax, email and attention].

In consideration of the Company appointing us as a Distribution Agent in respect of Notes under the Distribution Agreement, we hereby undertake, with effect from and including the date hereof, for the benefit of the Company and each of the other Distribution Agents, that we will perform and comply with all the duties and obligations expressed to be assumed by a Distribution Agent under or pursuant to the Distribution Agreement.

This letter shall hereafter be read and construed in conjunction and as one document with the Distribution Agreement, and references to "the Agreement", "this Agreement" or "the Distribution Agreement" in the Distribution Agreement or in any other agreement, instrument or other document executed thereunder or delivered pursuant thereto shall for all purposes refer to the Distribution Agreement incorporating and as supplemented by this letter.

This letter and any claim, controversy or dispute arising under this letter shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

¹ [NTD: to be included if certain of the opinions in such letters are being relied upon in connection with this offering and are not included in any opinions being delivered in connection with this offering.]

Very truly yours,

[Insert name of new Distribution Agent]

In accordance with Section 1(a) of the Distribution Agreement, the Company hereby confirms that, with effect from the date hereof, you shall become a party to the Distribution Agreement vested with all of the authority, rights, powers, duties and obligations of a Distribution Agent solely with respect to the sale of Notes, as if originally named as a Distribution Agent under the Distribution Agreement. Following the Settlement Date for Notes, you shall have no authority, rights, powers, duties or obligations except such as may have accrued or been incurred prior to, or in connection with, the placement of Notes.

Confirmed and accepted
as of the date first above written:

Very truly yours,

FORM OF TERMS AGREEMENT**TERMS AGREEMENT**

Air Lease Corporation
Medium-Term Notes, Series A
Due Nine Months or More from Date of Issue

\$[•] aggregate principal amount of [•] Medium-Term Notes, Series A due [•] (“Notes”)

[Date]

To: Air Lease Corporation
 2000 Avenue of the Stars, Suite 1000N
 Los Angeles, California 90067
 Attention: Legal Department

Re: Distribution Agreement dated as of November 20, 2018
 (the “Distribution Agreement”)

The terms below and those attached hereto as Annex 1 are hereby agreed to by the Distribution Agents named herein [and other parties identified as Underwriters in Annex 1] (the “Underwriters”) and Air Lease Corporation, a Delaware corporation (the “Company”), in connection with the sale of Notes:

Method of Resale:

- varying prices related to prevailing market prices at the time of resale to be determined by the applicable Distribution Agent.
- a fixed offering price of 100% of the principal amount.
- a fixed offering price of [•]% of the principal amount.

Underwriting Discount/Purchase Price: [•]

Disclosure Package Schedule

Applicable Time: [•]
 Issuer Free Writing Prospectuses: [•]
 Final Term Sheet: [Attached hereto as Annex 1]

Other Provisions, if any:

[In connection with the purchase of Notes by the Underwriters, the Underwriters hereby waive delivery of the following on the Settlement Date:]

1. [Officer’s Certificate pursuant to Section 8(b) of the Distribution Agreement]
2. [Legal opinions and 10b-5 statements pursuant to Section 8(c) of the Distribution Agreement]
3. [Accountant’s letters pursuant to Section 8(d) of the Distribution Agreement]

[Confirm whether additional provisions are necessary for Notes denominated in a Non-U.S. currency, with respect to Non-U.S. underwriters, etc.]

Payment shall be made to the Company pursuant to the terms of the Distribution Agreement, in immediately available funds.

[To the extent an Underwriter is not a party to the Distribution Agreement, this Terms Agreement confirms that the terms and conditions of the Distribution Agreement shall apply to the sale of Notes as if such Underwriter were a "Distribution Agent" under the Distribution Agreement purchasing Notes as principal as a "Distribution Agent". Notwithstanding the foregoing or anything in the Distribution Agreement to the contrary, such Underwriter shall only be entitled to receive such opinions, certificates and letters delivered solely with respect to the sale of Notes to such Underwriter as principal, except for such deliverables, if any, as have been waived in this Terms Agreement. By executing a counterpart of this Terms Agreement, such Underwriter shall be entitled to the benefits of the Distribution Agreement solely with respect to its purchase and sale of Notes and agrees that it will perform and comply with all the duties and obligations expressed to be assumed by a Distribution Agent as principal under or pursuant to the Distribution Agreement. Following the closing for the sale of Notes, such Underwriter shall have no further authority, rights, powers, duties or obligations except such as may have accrued or been incurred prior to, or in connection with, the purchase and sale of Notes.]

Unless otherwise defined herein, terms defined in the Distribution Agreement are used herein as therein defined.

Please accept this offer by signing a copy of this Terms Agreement in the space set forth below and returning the signed copy to us.

Very truly yours,

[NAME(S) OF UNDERWRITER(S)]

By: _____

Name:

Title:

Accepted:

AIR LEASE CORPORATION

By: _____

Name:

Title:

Final Term Sheet

[Attach completed final term sheet hereto]

C-4

FORM OF FINAL TERM SHEET

[To be modified as appropriate]

Free Writing Prospectus
 Filed Pursuant to Rule 433
 Registration No. 333-224828
 Supplementing the Prospectus Supplement
 dated November 20, 2018 (to Prospectus dated November 20, 2018)

AIR LEASE CORPORATION
 \$[•]
 PRICING TERM SHEET
 DATE: [•]

Issuer: Air Lease Corporation
 [Ratings*:] [•]
 Security Description: [•]% Medium-Term Notes, Series A, due [•] (“Notes”)
 CUSIP: [•]
 ISIN: [•]
 Principal Amount: \$[•]
 Net Proceeds (before expenses): \$[•]
 Trade Date: [•], [•]
 Settlement Date: [•], [•] (T+[5])

The Issuer expects that delivery of Notes will be made to investors on the Settlement Date, which will be the fifth business day following the date hereof (such settlement being referred to as “T+5”). Under Rule 15c6-1 under the Exchange Act, trades in the secondary market are required to settle in two business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade Notes on the date hereof or the next two succeeding business days will be required, by virtue of the fact that the notes initially settle in T+5, to specify an alternate settlement arrangement at the time of any such trade to prevent a failed settlement. Purchasers of Notes who wish to trade Notes prior to their date of delivery hereunder should consult their advisors.

Maturity Date: [•], [•]
 [Coupon:] [[•]%]
 Issue Price: [•]% of face amount
 [Benchmark Treasury: [•]% due [•], [•]]
 [Benchmark Treasury Spot / Yield: [•]-[•] / [•]%]
 [Spread to Benchmark Treasury: +[•] basis points]
 [Floating Rate Index:] []
 [Floating Rate Spread:] [+/-] basis points
 [Index Source:] []
 [Minimum Interest Rate:] [0.000%]
 [Initial Interest Rate:] [The initial interest rate will be based on [] determined on [] plus the Floating Rate Spread.]

Yield to Maturity:	[•]%
Interest Payment Frequency:	[Semi-annual/Quarterly]
Interest Payment Dates:	[[•], [•],] [•] and [•], commencing [•], [•] [[long][short] first coupon)]
Regular Record Dates:	[[•], [•],] [•] and [•]
[Interest Reset Dates:]	[The first interest reset date shall be the Settlement Date and thereafter, each Interest Payment Date. Newly reset interest rates shall apply beginning on and including the Interest Reset Date to, but excluding, the next Interest Payment Date.]
[Interest Determination Date:]	[[_____] preceding each Interest Reset Date]
[Day Count Fraction:]	[•]
[Business Day Convention:]	[•]
[Business days, if different from those specified in the Prospectus Supplement, that apply:]	[•]
[Optional Redemption:]	[On any date prior to [•], [•], we may redeem Notes, at our option, in whole or in part at a redemption price equal to 100% of the aggregate principal amount of Notes plus an Applicable Premium, calculated using the applicable Treasury Rate plus [•] basis points, plus accrued and unpaid interest, if any, to the redemption date. [On or after [•], [•], we may redeem Notes, at our option, in whole or in part at a redemption price equal to 100% of the aggregate principal amount of Notes plus accrued and unpaid interest, if any, to the redemption date.]]
[Change of Control Repurchase Event:]	[Puttable at 101% of principal plus accrued and unpaid interest, if any, to the date of purchase.]
Denominations/Multiples:	[\$2,000 x \$1,000]
Calculation Agent:	[•]
Governing Law:	New York
[Joint] Bookrunner[s]:	[•]
[Co-]Manager[s]:	[•]
[Concurrent Offering(s):]	[Concurrently with this offering of Notes, the Issuer is also offering by means of separate term sheet(s): [_____] ([collectively,] the “Other Notes”). This term sheet does not constitute an offer to sell, or the solicitation of an offer to buy, any of the Other Notes. Any offering of the Other Notes may be made only by means of a prospectus and related prospectus supplement.]
[Other Provisions:]	[•]

* An explanation of the significance of ratings may be obtained from the rating agencies. Generally, rating agencies base their ratings on such material and information, and such of their own investigations, studies and assumptions, as they deem appropriate. The rating of the notes should be evaluated independently from similar ratings of other securities. A credit rating of a security is not a recommendation to buy, sell or hold securities and may be subject to review, revision, suspension, reduction or withdrawal at any time by the assigning rating agency.

Investing in Notes involves a number of risks. See “Risk Factors” included or incorporated by reference in the prospectus supplement dated November 20, 2018 and the related prospectus dated November 20, 2018.

The Issuer has filed a registration statement including a prospectus and a prospectus supplement with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus and prospectus supplement in that registration statement and other documents the Issuer has filed with the SEC for more complete information about the Issuer and this offering. You may obtain these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, the Issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus and the prospectus supplement if you request them by contacting: (i) [•], (ii) [•], or (iii) [•].

Any disclaimer or other notice that may appear below is not applicable to this communication and should be disregarded. Such disclaimer or notice was automatically generated as a result of this communication being sent by Bloomberg or another email system.

Contact Information for
Notices to Distribution Agents

ABN AMRO Securities (USA) LLC
100 Park Avenue, 17th Floor
New York, New York 10017
Telephone: (917) 284 6926
Facsimile Number: (646) 434 0191

Arab Banking Corporation B.S.C.
140 East 45 Street, 38th Floor
New York, New York 10017
Telephone: (212) 583-4720
Facsimile Number: (212) 583-0921

BMO Capital Markets Corp.
3 Times Square, 25th Floor
New York, New York 10036
Attention: U.S. Syndicate
Telephone: (866) 864-7760
Facsimile Number: (212) 702-1135

BNP Paribas Securities Corp.
787 Seventh Avenue
New York, New York 10019
Attention: Debt Capital Markets
Email: new.york.syndicate@bnpparibas.com

Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013
Attention: Transaction Execution Group
Telephone: (212) 816-1135
Facsimile Number: (646) 291-5209

Commonwealth Bank of Australia
599 Lexington Avenue, 30th Floor
New York, New York 10022
Telephone: (212) 848-9210

Fifth Third Securities, Inc.
222 South Riverside Plaza 30th Floor,
MD GRVR0M
Chicago, Illinois 60606
Attention: Transaction Execution
Telephone: (312) 704-4147
Facsimile Number: 312-704-7365

Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282-2198
Attention: Registration Department

ICBC Standard Bank Plc
20 Gresham Street
London EC2V 7JE, United Kingdom

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179
Attention: Investment Grade Syndicate Desk
Facsimile Number: (212) 834-6081

Keefe, Bruyette & Woods, Inc.
787 Seventh Avenue
New York, New York 10019
Telephone: (212) 581-1592
Facsimile Number: (800) 966-1559
Email: USCapitalMarkets@kbw.com

KeyBanc Capital Markets Inc.
127 Public Square
Cleveland, Ohio 44114
Attention: Debt Syndicate
Telephone: (866) 227-6479
Facsimile Number: (216) 689-0976

Lloyds Securities Inc.
1095 Avenue of the Americas, 34th Floor
New York, New York 10036
Attention: Debt Capital Markets
Telephone: (212) 930-5000
Facsimile: (212) 429-2882

Loop Capital Markets LLC
111 W. Jackson Blvd., Suite 1901
Chicago, Illinois 60604
Telephone: (312) 913-4900
Facsimile Number: (312) 922-7137
Email: dcm@loopcapital.com

**Merrill Lynch, Pierce, Fenner & Smith
Incorporated**
50 Rockefeller Plaza
NY1-050-12-02
New York, New York 10020
Attention: High Grade Transaction Management/Legal
Facsimile Number: (646) 855-5958

Mizuho Securities USA LLC
320 Park Avenue, 12th Floor
New York, New York 10022
Attention: Debt Capital Markets
Telephone: (212) 205-7750
Facsimile: (212) 205-7812

Morgan Stanley & Co. LLC
1585 Broadway, 29th Floor
New York, New York 10036

Attention: Investment Banking Division
Telephone: (212) 761-6691
Facsimile: (212) 507-8999

MUFG Securities Americas Inc.

1221 Avenue of the Americas, 6th Floor
New York, New York 10020-1001
Attention: Capital Markets Group
Telephone: (212) 405-7440
Facsimile Number: (646) 434-3455

RBC Capital Markets, LLC

200 Vesey Street, 8th Floor
New York, New York 10281
Attention: DCM Transaction Management
Telephone: (866) 375-6829
Facsimile: (212) 658-6137

Regions Securities LLC

1180 West Peachtree Street, NW, Suite 1400
Atlanta, Georgia 30309
Telephone: 404-279-7400
Facsimile Number: 404-279-7474

SG Americas Securities, LLC

245 Park Avenue
New York, New York 10167
Attention: High Grade Syndicate Desk
Telephone: (855) 881-2108
Facsimile Number: (212) 278-5642

SunTrust Robinson Humphrey, Inc.

3333 Peachtree Road, NE, 11th Floor
Atlanta, Georgia 30326
Telephone: (404) 926-5625
Facsimile Number: (404) 926-5027

TD Securities (USA) LLC

31 W. 52nd Street, 2nd Floor
New York, New York 10019
Attention: Transaction Management Group
Telephone: (855) 495-9846
Email: ustmg@tdsecurities.com

Wells Fargo Securities, LLC

550 South Tryon Street
Charlotte, North Carolina 28202
Attention: Transaction Management
Facsimile Number: (704) 410-0326

Air Lease Corporation, as Issuer

- and -

Deutsche Bank Trust Company Americas,

as Paying Agent and Security Registrar

PAYING AGENCY AGREEMENT

Dated as of November 20, 2018

PAYING AGENCY AGREEMENT (this “Agreement” or this “Paying Agency Agreement”), dated as of November 20, 2018 (the “Effective Date”), between Air Lease Corporation, as issuer (the “Issuer”) and Deutsche Bank Trust Company Americas, as Paying Agent (as defined below) and Securities Registrar (as defined below). Capitalized terms used and not otherwise defined herein have the meanings set forth in the Indenture (as defined below).

RECITALS

WHEREAS, the Issuer will issue and sell, from time to time, certain of its securities designated as Medium-Term Notes, Series A (the “Notes”), the forms of which are attached hereto as Exhibit A and Exhibit B.

WHEREAS, the Notes are to be issued under that certain Indenture, dated as of November 20, 2018 (as may be amended and supplement from time to time, the “Indenture”), between the Issuer and Deutsche Bank Trust Company Americas, as trustee (in such capacity, the “Trustee”);

WHEREAS, the Issuer wishes to appoint Deutsche Bank Trust Company Americas as the paying agent and security registrar in respect of the Notes, and to provide for the terms and conditions of such appointment; and

WHEREAS, the Issuer expects that the Paying Agent will be able to make payment of the full amount of principal of, premium, if any, and interest on the Notes from monies received by the Paying Agent from the Issuer for such purpose when due and payable on the Notes.

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Appointment of Deutsche Bank Trust Company Americas.

(a) The Issuer hereby appoints Deutsche Bank Trust Company Americas, as of the Effective Date, as a paying agent (the “Paying Agent”) in respect of the Notes subject to the provisions of this Agreement and the Indenture.

(b) The Paying Agent hereby accepts its appointment hereunder and agrees to comply with the provisions of this Agreement and the Indenture.

(c) For the avoidance of doubt and notwithstanding anything contained herein to the contrary, neither the Paying Agent nor the Security Registrar shall have any liability or responsibility (i) under this Agreement for any period prior to the Effective Date or (ii) for any act or omission of any other person or any party to the Indenture (or any agents thereof) in connection with the Indenture; *provided* that in no event shall this Section 1(c) be deemed to limit the liability or responsibilities of the Trustee pursuant to the Indenture.

Section 2. Duties of the Paying Agent.

Subject to the provisions of this Agreement and the Indenture, the Paying Agent shall undertake and discharge the following duties for the benefit of the parties hereto and the Holders (as defined below) from time to time of the Notes:

(a) act as the paying agent of the Issuer for the purpose of making all payments due on or after the Effective Date to the Holders of the Notes in accordance with the provisions of this Agreement and the Indenture;

(b) in accordance with Section 6 hereto, pay to the Holders (i) all sums received for the scheduled repayment of the principal or an installment of principal due to such Holders under the Notes on the applicable Stated Maturity of such principal, including the Stated Maturity of such Notes (each, a “Principal Repayment Date”), unless the Notes have been previously redeemed or repurchased; (ii) all sums received for

scheduled payments of interest due to such Holders under the Notes on the Interest Payment Dates of such Notes; (iii) all sums received for payment of principal, premium, if any, and accrued interest due to the Holders under the Notes on any date fixed for prepayment (including redemption and repayment at the option of the Holders) thereof in accordance the Indenture (each such date, a “Prepayment Date”); and (iv) all sums received for payment of any Defaulted Amount (as defined below) due to the Holders under the Notes on any date fixed for payment of such Defaulted Amount (each such date, a “Special Payment Date”; each Principal Repayment Date, Interest Payment Date, Prepayment Date and Special Payment Date, a “Payment Date”), provided that, unless otherwise specified on such Note, if any Payment Date occurs on a date other than a Business Day, the applicable payment shall be made on the next succeeding Business Day;

(c) hold all sums held by it for the payment of amounts due with respect to the Notes in trust for the benefit of the Person entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as provided in this Agreement and pay such sums to such Persons as provided in this Agreement; and

(d) maintain such records as may reasonably be requested by the Issuer, and furnish such copies thereof as the Issuer may require.

(e) As used herein, (i) “Holder” means the Person in whose name such Note is registered in the Security Register (as defined below), and such Person shall be treated as the owner of such Security for all purposes under this Paying Agency Agreement; and (ii) “Defaulted Amount” means any amount that is due under the Notes on any (1) Interest Payment Date or (2) Principal Repayment Date but is not paid on such Interest Payment Date or Principal Repayment Date, as the case may be.

Section 3. Security Register.

(a) The Issuer is required to keep a register, in which, subject to such reasonable regulations as it may prescribe, the Issuer shall provide for the registration and registration of transfers of Notes (the “Security Register”). In accordance with Section 3.05(a) of the Indenture, the Issuer hereby appoints the Trustee as the initial “Security Registrar” for the purpose of keeping the Security Register and for registering the Notes and transfers of Notes as herein provided, and the Security Registrar hereby accepts such appointment and agrees to comply with the provisions of this Agreement applicable in such capacity. Upon any resignation of the Security Registrar, the Issuer shall promptly appoint a successor or, if it is unable to make such an appointment, assume the duties of the Security Registrar.

(b) The name and address of each Holder of one or more Notes, each transfer thereof and the name and address of each transferee of one or more Notes shall be registered in the Security Register.

(c) If a Person other than the Paying Agent is appointed by the Issuer as the Security Registrar, the Issuer shall give the Paying Agent prompt written notice of the appointment of such Security Registrar and of the location, and any change in the location, of the Security Register, and the Paying Agent shall have the right to inspect the Security Register at all reasonable times, to obtain copies thereof and to rely upon a certificate of a duly authorized officer of the Security Registrar as to the names and addresses of the Holders and the principal amounts and number of such Notes.

Section 4. Transfer and Exchange of Notes.

Subject to Section 3.05 of the Indenture, upon written direction from the Issuer, the Paying Agent shall take custody of one or more new Notes in exchange for a Note surrendered to the Issuer for registration of transfer or exchange, in an aggregate principal amount equal to the unpaid principal amount of the surrendered Note. None of the Issuer, any Guarantor (as defined in the Indenture), the Trustee, any Paying Agent or any Security Registrar will have any responsibility or liability for any aspect of Depository records relating to, or payments made on account of, beneficial ownership interests in a Global Security or for maintaining, supervising or reviewing any Depository records relating to such beneficial ownership interests, or for transfers of beneficial interests in the Securities or any transactions between the Depository and beneficial owners.

Section 5. Replacement of Notes.

Subject to Section 3.06 of the Indenture, upon receipt by the Paying Agent of evidence of loss, theft or destruction or mutilation of any Note, the Paying Agent shall forward such evidence to the Issuer and the Trustee (if other than the Paying Agent). Upon written direction from the Issuer, the Paying Agent shall take custody of one or more new Notes as replacement Notes for such lost, stolen, destroyed or mutilated Notes.

Section 6. Payments.

(a) The Issuer shall pay or cause to be paid to the Payment Account (as defined below) maintained by the Issuer with the Paying Agent the funds required for the payment of principal, premium, if any, and interest in respect of the Notes by 10:00 a.m. (New York City time) on each Payment Date, and the Issuer shall deliver concurrent written confirmation of the amounts provided to the Paying Agent (such amounts to be calculated by the Issuer). The Paying Agent shall promptly notify the Issuer upon receipt of all payments made by the Issuer to the Payment Account

(b) The Paying Agent shall notify the Issuer on the Business Day preceding each Payment Date, if it has not received, unconditionally, the full amount of any payment required to be paid to the Payment Account pursuant to the notice provided in accordance with Section 6(a) hereto.

(c) Unless the Issuer receives a notification from the Paying Agent pursuant to paragraph (b) above, the Paying Agent shall pay or cause to be paid, on the applicable Payment Date, the applicable payment of principal, premium, and/or interest on each Note to the Holder thereof on the applicable Record Date (as defined below) in the manner provided for in the applicable Notes. If any payment by the Issuer to the Payment Account is made late but otherwise in accordance with the provisions of this Agreement and the Indenture, the Paying Agent shall nevertheless make payments in respect of the Notes as aforesaid. However, unless and until the full amount of any such late payment has been made by the Issuer to the Payment Account, the Paying Agent shall not be bound to make payments in respect of the Notes as aforesaid.

(d) The Paying Agent shall have no obligation to make any payments in respect of the applicable Notes at a time at which the Paying Agent has not received the full amount of the relevant payment required to be paid to the Payment Account under Section 6(a); provided that if the Paying Agent makes any such payment, the Issuer shall from time to time on demand pay to the Paying Agent:

- (i) the amount so paid by such Paying Agent and not so reimbursed to it; and
- (ii) interest on such amount from the date on which such Paying Agent made such payment until the date of reimbursement of such amount/an amount sufficient to indemnify such Paying Agent against any cost, loss or expense which it incurs as a result of making such payment and not receiving reimbursement of such amount.

(e) All sums payable to the Paying Agent hereunder shall be paid to the Payment Account.

(f) The Paying Agent shall be entitled to deal with monies paid to it hereunder in the same manner as other monies paid to it as a banker by its customers except that (i) it shall not be entitled to exercise any lien, right of setoff or similar claim in respect thereof, and (ii) it shall not be liable to any person who is, or is deemed to be, bound by the provisions of this Agreement for interest on any sums held by it hereunder. Notwithstanding the foregoing provisions, payment by the Paying Agent in respect of the Notes shall only be made out of funds made available or to its satisfaction to be made available hereunder.

(g) On or prior to the date hereof, the Issuer shall cause to be established and maintained with the Paying Agent a separate account (the "Payment Account"), which shall be a segregated non-interest bearing account in the name of the Issuer. The only permitted withdrawal from or application of funds on deposit in, or

otherwise to the credit of, the Payment Account shall be in accordance with this Agreement and the Indenture. The Paying Agent agrees to give the Issuer and the Holders prompt notice if, to the knowledge of the Paying Agent, the Payment Account or any funds on deposit therein, or otherwise to the credit of the Payment Account, shall become subject to any writ, order, judgment, warrant of attachment, execution or similar process.

(h) "Record Date" means the date specified for that purpose pursuant to the Indenture and the applicable Note.

Section 7. Repayment.

Upon any Note becoming void or claims in respect of any Note becoming proscribed, the Paying Agent shall forthwith repay to the Issuer out of funds made available hereunder the amount which would have been due on such Note if it had been presented for payment before it became void or claims in respect of which became proscribed. Except as aforesaid or otherwise specified in the Indenture or applicable Notes, the Paying Agent shall not be otherwise required or entitled to repay any sums received hereunder.

Section 8. Cancellation, Destruction and Records.

(a) All Notes which are repaid in full shall be delivered to the Trustee (if other than the Paying Agent) and canceled forthwith by the Trustee pursuant to the Indenture. The Paying Agent shall give all relevant details to the Issuer. All Notes which are repaid in part shall be delivered to the Trustee (if other than the Paying Agent) and canceled forthwith by the Trustee pursuant to the Indenture, and the Paying Agent shall, at the written direction of the Issuer, take custody of one or more new Notes evidencing the remaining principal amount of such repaid Notes.

(b) The Paying Agent shall, as soon as possible and in any event within 5 Business Days after the date of any prepayment, furnish to the Issuer a certificate stating (1) the aggregate principal amount plus any accrued interest on the Notes which have been repaid, canceled or destroyed and (2) the certificate numbers of Notes repaid, canceled or destroyed.

(c) Unless otherwise instructed by the Issuer in writing, the Paying Agent shall destroy the canceled Notes in its possession and furnish the Issuer with a destruction certificate which shall list the certificate number of Notes in numerical sequence.

(d) The Paying Agent shall (i) keep a full and complete record of all Notes repaid, surrendered, paid, canceled or destroyed or which have become void and of any replacement Notes issued in substitution for any mutilated, defaced, lost, stolen or destroyed Notes and (ii) make such record available at all reasonable times to the Issuer.

Section 9. Documents and Forms.

The Issuer shall provide to the Paying Agent (a) specimen Notes; and (b) sufficient copies of all documents required hereunder or to be available for issue or inspection.

Section 10. Indemnity.

(a) The Issuer shall indemnify and hold harmless Deutsche Bank Trust Company Americas as the Paying Agent and the Security Registrar (the "Indemnified Party") against any loss, damage, claims, liability or expense reasonably incurred without negligence, bad faith or willful misconduct on its part, arising out of or in connection with the acceptance, exercise or performance of any of its powers or duties hereunder, including the costs and expenses of defending themselves against any claim (whether asserted by the Issuer, any Guarantor (as defined in the Indenture), any Holder or any other person) or liability in connection with such exercise or performance (including the reasonable fees and disbursements of counsel).

(b) The Indemnified Party shall provide written notice to the Issuer promptly following receipt by the Indemnified Party of notice of any loss, liability, cost, claim, action, demand or expense for which it seeks indemnification hereunder; *provided, however*, that any failure to provide, or delay in providing, such prompt written notice shall not relieve the Issuer of the obligation to provide indemnification to the Indemnified Party hereunder except to the extent that the Issuer is materially prejudiced by such failure or delay. The Issuer shall be entitled to control the defense of any claim for which indemnification is sought hereunder with counsel of the Issuer's choosing (which shall be reasonably acceptable to the Indemnified Party), so long as there is no conflict of interest between the Indemnified Party and the Issuer and the counsel chosen by the Issuer. Neither the Indemnified Party nor the Issuer shall agree to settle or compromise any claim for which indemnification is sought hereunder without the written consent of the Indemnified Party or the Issuer, as the case may be, which consent shall not be unreasonably withheld or delayed.

(c) The obligations of the Issuer under this Section 10 shall survive the termination of this Agreement, or the earlier resignation or removal of Deutsche Bank Trust Company Americas as the Paying Agent or the Security Registrar, as applicable.

(d) For the avoidance of doubt, to the extent applicable, the Security Registrar and the Paying Agent shall be afforded all of the same rights, protections, immunities and indemnities afforded to the Trustee under the Indenture, as applicable, as if the same were specifically set forth herein.

Section 11. Miscellaneous.

(a) Agents of the Issuer. Except as otherwise provided herein, in acting under this Agreement the Paying Agent is acting as agent of the Issuer.

(b) Legal Advice. The Paying Agent may consult with counsel and the written advice of such counsel or any Opinion of Counsel (as defined in the Indenture) shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) Reliance. The Paying Agent shall be fully protected and shall incur no liability for or in respect of any action taken or thing suffered by it in reliance upon any Note, notice, direction, consent, certificate, affidavit, statement, email or other paper or document reasonably believed by it to be genuine and to have been passed or signed by the proper parties. Before the Paying Agent acts or refrains from acting, it may require written direction from the Issuer and the Paying Agent shall not be liable for any action it takes or omits to take in good faith in reliance on such written direction from the Issuer.

(d) No Investigation. The Paying Agent and the Security Registrar shall not be bound to make any investigation into the facts or matters stated in any document, but the Paying Agent or the Security Registrar, in its discretion (but without obligation), may make such further inquiry or investigation into such facts or matters as it may see fit.

(e) Freedom to Deal With Notes. Subject to the applicable provisions of the Indenture, the Paying Agent, the Security Registrar and its officers, directors and employees may become the owner of, or acquire any interest in, the Notes, with the same rights that they would have if such Paying Agent or Security Registrar were not a Paying Agent or Security Registrar hereunder, and may otherwise deal with the Issuer or any Guarantor as freely as if such Paying Agent or Security Registrar were not a Paying Agent or Security Registrar, hereunder.

(f) Directions by the Issuer. Unless otherwise specifically provided herein or in the Indenture, any order, notice, request, direction or other communication from the Issuer made or given under any provision of this Agreement shall be sufficient if it is in writing signed by one duly authorized Officer (as defined in the Indenture) of the Issuer.

(g) Communications from Holders. The Paying Agent will forthwith deliver to the Issuer a copy of any notice or other document delivered to it by any Holder of a Note in its capacity as a Paying Agent hereunder.

(h) Default by the Issuer. Except as set forth in this Agreement or the Indenture, the Paying Agent shall not have any duty or responsibility in case of any default by the Issuer in the performance of its obligations under the Indenture or under this Agreement (including, without limiting the generality of the foregoing, any duty or responsibility to prepay all or any of the Notes or to initiate or to attempt to initiate any proceedings at law or otherwise or to make any demand for the payment thereof upon the Issuer).

(i) Covenant of the Paying Agent. The Paying Agent hereby covenants to hold in trust, for the benefit of Holders, all amounts held by it for the payment of principal, premium, if any, or interest on the Notes.

(j) Patriot Act. In order to comply with the Applicable AML Law (as defined in the Indenture), the Paying Agent is required to obtain, verify, record and update certain information relating to individuals and entities which maintain a business relationship with the Paying Agent. Accordingly, each of the parties to this Agreement agree to provide to the Paying Agent, upon its request from time to time, such identifying information and documentation as may be available to such party in order to enable the Paying Agent to comply with Applicable AML Law.

(k) Not Required to Expend or Risk Own Funds. No provision of this Agreement shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(l) No Further Duties. The Paying Agent undertakes to perform such duties and only such duties as are specifically set forth in this Agreement and the Indenture and no duties, responsibilities or obligations shall be inferred or implied against the Paying Agent. The Paying Agent shall not have any duties or responsibilities or be a trustee for or have any fiduciary obligation to any party hereto except those expressly set forth in this Agreement or the Indenture.

(m) Use of Agents. The Paying Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

(n) Merger. Any corporation into which the Paying Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Paying Agent shall be a party, or any corporation succeeding to all or substantially all the business of the Paying Agent shall be the successor of the Paying Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

(o) In no event shall the Paying Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Paying Agent shall use reasonable efforts that are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

(p) Notwithstanding anything to the contrary herein, the Paying Agent shall not be liable for any action taken or omitted in connection with this Agreement, including without limitation for any error of judgment made in good faith, except to the extent of its own negligence or willful misconduct as determined pursuant to a final, non-appealable judgment of a court of competent jurisdiction.

(q) In no event shall the Paying Agent be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Paying Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

Section 12. Changes in Paying Agents.

(a) The Paying Agent may at any time resign its appointment by giving to the Issuer not less than 60 days written notice (or such shorter period of notice as the Issuer may agree) to that effect, and the Issuer may at any time terminate the appointment of any Paying Agent by giving not less than 60 days written notice to the other parties hereto and the Holders to that effect, provided that no such notice shall expire, in the case of the Paying Agent less than 30 days before or 30 days after any Payment Date, as the case may be.

(b) The appointment of the Paying Agent hereunder shall forthwith terminate if at any time such Paying Agent becomes incapable of acting, or is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a liquidator or receiver of all or any substantial part of its property or admits in writing its inability to pay or meet its debts as they mature or suspends payment thereof, or if a resolution is passed or an order made for the winding up or dissolution of Paying Agent, or if a liquidator or receiver of Paying Agent or of all or any substantial part of its property is appointed, or if any order of any court is entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency law, or if any public officer takes charge or control of Paying Agent or its property or affairs for the purpose of rehabilitation, conservation or liquidation.

(c) Any corporation into which the Paying Agent may be merged or converted or with which Paying Agent may be consolidated or any corporation resulting from any merger, conversion or consolidation to which such Paying Agent shall be a party shall, to the extent permitted by applicable law, be the relevant successor Paying Agent under this Agreement without the execution or delivery of any paper or any further act on the part of the parties hereto except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding. Notice of any such merger, conversion or consolidation shall forthwith be given to the Issuer.

(d) The Issuer may at any time, with prior written notice to the Paying Agent, appoint additional Paying Agents.

(e) No resignation or termination of the appointment of the Paying Agent shall take effect until a successor Paying Agent has been so appointed by the Issuer. If no successor shall have been so appointed and have accepted appointment within 10 days after the giving of such notice of resignation, the resigning Paying Agent may itself appoint as its replacement any reputable and experienced financial institution or petition, at the expense of the Issuer, any court of competent jurisdiction for the appointment of a successor Paying Agent. Immediately following such appointment, such Paying Agent shall give notice of such appointment to the Issuer and the Holders, whereupon the Issuer and the successor Paying Agent shall acquire and become subject to the same rights and obligations between themselves as if they had entered into an agreement in the form mutatis mutandis of this Agreement.

(f) The Paying Agent may change the address of its specified office within a particular city, in which event it shall give the Issuer not less than 30 days' prior written notice to that effect, giving the address of the new specified office and the date upon which such change is to take effect.

(g) The Paying Agent shall give, at the expense of the Issuer, to the Issuer and the Holders not less than 30 days' notice of any such proposed appointment, termination, resignation or change in specified office of any Paying Agent.

(h) If the appointment of the Paying Agent hereunder terminates, it shall on the date on which such termination takes effect, pay to the successor Paying Agent any amount held by it for payment and shall deliver to the successor Paying Agent all records maintained by it in relation to the Notes and all Notes held by it as Paying Agent.

Section 13. Commissions, Fees and Expenses.

(a) The Issuer shall pay to the Paying Agent from time to time such compensation as the Issuer and the Paying Agent shall from time to time agree in writing for all services rendered by it hereunder and in the Indenture.

(b) The Issuer shall, upon request, reimburse and pay to the Paying Agent all properly incurred and documented expenses (including the properly incurred and documented compensation and the expenses and disbursements of its agents and counsel) incurred by the Paying Agent in connection with their services hereunder and in accordance with any provision of this Agreement, except any such expense as may be attributable to its gross negligence or willful misconduct.

Section 14. Notices and Communications.

(a) Any notice required to be given hereunder to either of the parties hereto shall be given by email (in PDF format), overnight courier or facsimile transmission (in each case confirmed promptly by letter) or in the alternative, by letter sent by first-class pre-paid post or delivered in person. Any notice given by email or facsimile transmission shall be deemed to have been given at the time of dispatch if given during usual business hours (9:00 a.m.-5:00 p.m. on each Business Day) of the receiving party and if not so given shall be deemed to have been given on the next succeeding Business Day of the receiving party (regardless of the time of dispatch or receipt of the relevant letter confirming any such notice). Any notice given by letter shall be deemed to have been given, in the case of a letter sent by first-class pre-paid post, on the seventh day after posting and, in the case of a letter delivered in person, immediately upon delivery. Any notice given hereunder shall be addressed to the relevant party as follows:

to the Issuer:

Air Lease Corporation
2000 Avenue of the Stars, Suite 1000N Los
Angeles, CA 90067
Attn: Legal Department
Email: legalnotices@airleasecorp.com

with a copy to:

Air Lease Corporation
2000 Avenue of the Stars, Suite 1000N Los
Angeles, CA 90067
Attn: Finance Department
Email: debtnotices@airleasecorp.com

to the Paying Agent with respect to Section 4 hereunder:

Deutsche Bank Trust Company Americas
c/o DB Services Americas, Inc.
5022 Gate Parkway, Suite 200
Jacksonville, FL 32256
USA
Attn: Transfer Department

to the Paying Agent with respect to all provisions other than Section 4 hereunder:

Deutsche Bank Trust Company Americas

Trust and Agency Services
60 Wall Street, 16th Floor
Mail Stop: NYC60-1625
New York, NY 10005
USA
Attn: Asset Backed Securities, Air Lease
Corporation, ALCMTN18
Facsimile: +1 (212) 553-2458

with a copy to:

Deutsche Bank Trust Company Americas
c/o Deutsche Bank National Trust Company
Trust and Agency Services
100 Plaza One – 8th Floor
Mail Stop: JCY03-0801
Jersey City, NJ 07311-3901
USA
Attn: Asset Backed Securities, Air Lease Corporation, ALCMTN18
Facsimile: +1 (212) 553-2458

or any other address of which notice in writing has been given to the parties hereto in accordance with the provisions of this Section.

(b) The Paying Agent shall give all notices in connection with payments on the Notes at the direction of the Issuer and expense of the Issuer.

Section 15. Amendments.

This Agreement may be amended only by agreement in writing between the Issuer and the Paying Agent.

Section 16. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to the choice of law doctrine thereof, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

Section 17. Counterparts.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instructions.

Section 18. Conflicts.

In the event of any conflict between the provisions of this Agreement and the provisions of the Indenture, the provisions of the Indenture shall govern and control.

Section 19. Beneficiaries.

This Agreement is made solely for the benefit of the parties hereto and their successors and assigns and no other person shall have any right, benefit or interest under or because of this Agreement.

[The remainder of this page is intentionally blank.]

IN WITNESS whereof this Paying Agency Agreement has been entered into as of the day and year herein above set forth.

AIR LEASE CORPORATION, as Issuer

By: /s/ Gregory B. Willis

Name: Gregory B. Willis

Title: Executive Vice President and
Chief Financial Officer

[Signature Page to Paying Agency Agreement]

DEUTSCHE BANK TRUST COMPANY AMERICAS, as
Paying Agent and Security Registrar

By: /s/ Michele H.Y. Voon
Name: Michele H.Y. Voon
Title: Vice President

By: /s/ Mark DiGiacomo
Name: Mark DiGiacomo
Title: Vice President

[Signature Page to Paying Agency Agreement]

Exhibit A

[FORM OF FIXED RATE GLOBAL MEDIUM-TERM NOTE, SERIES A]

(ATTACHED)

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO AIR LEASE CORPORATION OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

AIR LEASE CORPORATION

**GLOBAL MEDIUM-TERM NOTE, SERIES A
(Fixed Rate)**

**CUSIP: [•]
ISIN: [•]**

**No. [•]
PRINCIPAL OR FACE AMOUNT:**

\$[•]

*** [] CHECK IF A PRINCIPAL INDEXED NOTE ***

IF CHECKED, CALCULATION AGENT: _____

If this is a Principal Indexed Note, references herein to “principal” shall be deemed to be the face amount hereof, except that the amount payable upon Maturity of this Note shall be determined in accordance with the formula or formulas set forth below or in an attached Addendum hereto.

Issue Date:

Stated Maturity:

Interest Rate: %

Interest Payment Dates:

Regular Record Date:

Day Count Convention: 30/360 unless another convention is checked below

- [] Actual/360
- [] Actual/Actual

Business Day Convention:

Optional Redemption: [] Yes [] No

Optional Redemption Date(s) (including any applicable regular or special record date):

Optional Redemption Price(s):

[See Addendum for optional redemption provisions]

Repayment at Option of Holder: [] Yes [] No

Repayment Date(s):

Repayment Price:

Change of Control Put: [] Yes [] No

Original Issue Discount:

Total Amount of Original Issue Discount:

Yield to Maturity:

Initial Accrual Period:

Specified Currency: [U.S. dollars]

Minimum Denomination/Minimum Incremental Denomination: [\$2,000/\$1,000]

If an Add On Security, check [], and specify:

Initial Interest Accrual Date:

Addendum Attached:

[X] Yes

[] No

Other Provisions: [•]

AIR LEASE CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware (herein called the “Company,” which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., the registered Holder hereof, the Principal or Face Amount (as specified above) or, if this is a Principal Indexed Note, the principal amount as determined in accordance with the terms set forth under “Other Provisions” above and/or in an Addendum attached hereto, on the Stated Maturity specified above (except to the extent redeemed or repaid prior to the Stated Maturity), and to pay interest on the Principal or Face Amount hereof as set forth above at the annual Interest Rate specified above, until the principal hereof is paid or duly made available for payment; *provided*, that any principal, and any such installment of interest, that is overdue shall bear interest at the Interest Rate (to the extent that the payment of such interest shall be legally enforceable), from the dates such amounts are due until they are paid or made available for payment, and such interest shall be payable on demand.

Payment of the principal of and interest on this Note will be made at the office or agency of the Company maintained for that purpose in The City of New York, New York (or, if the Company does not maintain such office or agency, at the corporate trust office of the Trustee in The City of New York or if the Trustee does not maintain an office in The City of New York, at the office of a Paying Agent in The City of New York); *provided, however*, that payment of principal and interest on Global Securities shall be made by wire transfer in accordance with the procedures of the Depository.

Interest on this Note will accrue from and including the most recent Interest Payment Date to which interest has been paid or duly provided for or, if no interest has been paid, from and including the Issue Date specified above to, but excluding, the related Interest Payment Date or Maturity (as defined below), as the case may be. The Company will pay interest on each Interest Payment Date specified above, commencing on the first Interest Payment Date following the Issue Date, and on the Stated Maturity or any Redemption Date (if specified as redeemable above) or any Repayment Date or Change of Control Payment Date (each, if specified as repayable above) (the date of each such Stated Maturity, Redemption Date, Repayment Date and Change of Control Payment Date and the date on which principal or an installment of principal is due and payable by declaration of acceleration or otherwise pursuant to the Indenture being referred to hereinafter as a “Maturity” with respect to principal payable on such

date); *provided, however*, that if the Issue Date is between a Regular Record Date (as defined below) and the next succeeding Interest Payment Date, interest payments will commence on the second Interest Payment Date following the Issue Date; and *provided, further*, that, unless specified otherwise in an Addendum attached hereto, if any Interest Payment Date or Maturity falls on a day that is not a Business Day (this and certain other capitalized terms used herein are defined on the reverse of this Note), any principal, premium or interest payments will be made on the next succeeding Business Day as if made on the date the payment was due (the “Following Business Day Convention”), and no interest on such payment will accrue on the amount payable for the period from and after such Interest Payment Date or Maturity, as the case may be. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such Interest Payment Date. Any such interest so payable but not so punctually paid or duly provided for on any Interest Payment Date (herein called “Defaulted Interest”) will forthwith cease to be payable to the Holder on such Regular Record Date and at the Company’s election, may either be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof to be given to Holders of Notes not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture.

Unless otherwise specified under Specified Currency above and/or in an Addendum attached hereto, this Note will be denominated in U.S. dollars and payments of principal, premium and interest, if any, on this Note will be made in U.S. dollars or in such coin or currency of the United States as at the time of payment is legal tender for payments of public and private debts. If this Note is denominated in a Foreign Currency or if the principal, premium or interest, if any, on this Note is payable in or by reference to a Foreign Currency or in amounts determined by reference to one or more currencies other than that in which this Note is denominated, any other applicable provisions will be included in an Addendum attached hereto. However, unless otherwise specified in an Addendum attached hereto, if any payment in respect of this Note is required to be made in a Foreign Currency and a Conversion Event occurs in respect of such Foreign Currency, then all payments in respect of this Note will be made in U.S. dollars until such currency is again available to the Company or so used. The amounts payable on any date in such currency will be converted into U.S. dollars on the basis of the most recently available market exchange rate for such currency or as otherwise indicated in an Addendum attached hereto. Any payment so made in U.S. dollars will not constitute an Event of Default under the Indenture.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature of one or more authorized signatories, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated: [•]

AIR LEASE CORPORATION

By: [•] _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION
This is one of the Securities of the series designated therein
referred to in the within-mentioned Indenture.

DEUTSCHE BANK TRUST COMPANY AMERICAS, as
Trustee

By: [•] _____
Authorized Signatory

By: [•] _____
Authorized Signatory

[Signature Page to Fixed Rate Global Note]

[FORM OF REVERSE OF NOTE]

1. This Note (herein called this “Note” and, together with all such notes having Equivalent Terms, the “Notes”) is one of a duly authorized series of securities of the Company designated as its Medium-Term Notes, Series A (the “Securities”), issued under an Indenture, dated as of November 20, 2018 (herein called the “Indenture”, as may be amended or supplemented from time to time), among the Company, as issuer, and Deutsche Bank Trust Company Americas, as Trustee (herein called the “Trustee,” which term includes any successor trustee with respect to the Securities under the Indenture, and, unless otherwise specified in an Addendum attached hereto, as registrar for the Notes), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities, and of the terms upon which the Securities are, and are to be, authenticated and delivered.
2. This Note is not subject to any sinking fund and will not be redeemable or subject to repayment at the option of the Holder prior to the Stated Maturity, except as provided below.
3. This Note is a senior unsecured obligation of the Company and ranks equally with the other unsecured and unsubordinated indebtedness of the Company.
4. Unless otherwise specified on the face of this Note, interest payments for this Note shall be computed and paid on the basis of a 360-day year of twelve 30-day months. If the Day Count Convention specified on the face of this Note is “Actual/360” or “Actual/Actual,” interest payments for this Note shall be computed on the basis of the actual number of days in the related month and a 360-day year or on the basis of the actual number of days in the related year and month, respectively.
5. Notwithstanding anything to the contrary contained herein or in the Indenture, for purposes of determining the voting rights of a Holder of a Note for which the principal thereof is determined by reference to the price or prices of specified commodities or stocks, interest rate indices, interest rate swap or exchange rate swap indices, the exchange rate of one or more specified currencies relative to another currency or such other price, exchange rate or other financial index or indices as may be specified on the face of this Note and/or in an Addendum attached hereto (a “Principal Indexed Note”), the principal amount of any such Principal Indexed Note will be deemed to be equal to the face amount thereof upon issuance. The method for determining the amounts, if any, payable on Interest Payment Dates and at Maturity on a Principal Indexed Note will be specified in an attached Addendum.
6. The Indenture contains provisions for defeasance at any time of (i) the entire indebtedness of, and all other obligations under, the Notes, subject to the survival of specified provisions of the Indenture, or (ii) certain restrictive covenants and Events of Default with respect to the Notes, in each case upon compliance with certain conditions set forth in the Indenture.
7. If an Event of Default with respect to the Notes shall occur and be continuing, the principal of all the Notes may be declared, and in certain cases shall automatically become, due and payable in the manner and with the effect provided in the Indenture.
8. The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in aggregate principal amount of the Securities at the time Outstanding. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Securities at the time Outstanding, on behalf of the Holders of all the Securities, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

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9. Notwithstanding any other provision in the Indenture, this Note or the Addendum attached hereto, the Holder of this Note has the right, which is absolute and unconditional, to receive payment of the principal of, premium, if any, and interest, if any, on, and any Additional Amounts, if any, with respect to, this Note on the respective due dates expressed in this Note (including the Redemption Date, Repayment Date and the Change of Control Payment Date, as applicable) and to institute suit for the enforcement of any such payment, and such rights will not be impaired without the consent of such Holder.
 10. As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note is registrable in the Security Register, upon surrender of this Note for registration of transfer at the office or agency of the Company in any place where the principal of, any premium and interest on or any Additional Amounts with respect to this Note are payable, (if so required by the Company or the Trustee) duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or the Holder's attorney duly authorized in writing, and thereupon one or more new Notes, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.
 11. The Company may reopen this issue of Notes by issuing additional Securities with the same terms as this issue of Notes, except that the additional Securities shall bear interest from and including the last date to which interest has been paid on this issue of Notes or from and including the Issue Date specified on the face of this Note, if no interest has been paid. Any additional Securities so issued will be considered for all purposes part of the same issue of Notes.
 12. Unless otherwise specified in an Addendum attached hereto, if this Note is an Add On Security, notwithstanding anything to the contrary in this Note, interest on this Note shall accrue from and including the Initial Interest Accrual Date specified on the face of this Note; and for purposes of all interest calculations, references to Issue Date in this Note shall be replaced with a reference to the Initial Interest Accrual Date specified on the face of this Note. If this Note is an Add On Security, this Note shall be considered for all purposes part of the same issue of Notes that has been reopened.
 13. Unless otherwise indicated on the face of this Note and/or in an Addendum attached hereto, Holders may elect to have their Notes repurchased upon a Change of Control Repurchase Event as described below.
 - (a) If a Change of Control Repurchase Event occurs, unless the Company has exercised its right to redeem all of the Notes pursuant to the terms of this Note, if applicable, the Company will make an offer to purchase all the Notes (the "Change of Control Offer") at a purchase price in cash equal to 101% of the principal amount of the Notes plus accrued and unpaid interest, if any, to the date of purchase (the "Change of Control Payment"). Within 30 days following the date upon which the Change of Control Repurchase Event occurred, or at the Company's option, prior to any Change of Control but after the public announcement of the pending Change of Control, unless the Company has exercised its right to redeem all of the Notes pursuant to the terms of this Note, if applicable, the Company will mail a notice of such Change of Control Offer to each Holder or otherwise give notice, which will govern the terms of the Change of Control Offer, in accordance with the applicable procedures of DTC, with a copy to the Trustee, stating:
 - (i) that a Change of Control Offer is being made pursuant to this paragraph 13 of this Note and that all Notes validly tendered pursuant to such Change of Control Offer will be accepted for purchase by the Company at a purchase price in cash equal to 101% of the principal amount of such Notes plus accrued and unpaid interest, if any, to the date of purchase;
 - (ii) the purchase date (which shall be no earlier than 30 days nor later than 60 days from the date such notice is mailed or given, other than as may be required by law) (the "Change of Control Payment Date");

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- (iii) if sent or given prior to the date of consummation of the Change of Control, that the Change of Control Offer is conditioned on the Change of Control being consummated on or prior to the Change of Control Payment Date; *provided*, that if a Change of Control is consummated after a proposed Change of Control Payment Date and such Change of Control Offer is therefore not consummated, the Company shall make a Change of Control Offer in accordance with this paragraph 13 within 30 days following the later of the consummation of such Change of Control or a Below Investment Grade Rating Event;
 - (iv) that Notes must be tendered in multiples of the Minimum Incremental Denomination and any Note not validly tendered will remain outstanding and continue to accrue interest;
 - (v) that, unless the Company defaults in the payment of the Change of Control Payment, any Note accepted for payment pursuant to the Change of Control Offer will cease to accrue interest on and after the Change of Control Payment Date;
 - (vi) that Holders electing to have any Notes purchased pursuant to a Change of Control Offer will be required to surrender such Notes, with the form entitled "Option of Holder to Elect Purchase" attached hereto, to the Paying Agent specified in the notice at the address specified in the notice, or transfer their Notes to the Paying Agent by book-entry transfer pursuant to the applicable procedures of the Paying Agent, prior to the close of business on the third Business Day preceding the Change of Control Payment Date;
 - (vii) that Holders shall be entitled to withdraw their tendered Notes and their election to require the Company to purchase such Notes; *provided*, that the Paying Agent receives at the address specified in the notice, not later than the close of business on the 30th day following the date of the Change of Control notice, a telegram, facsimile transmission or letter setting forth the name of the Holder of the Notes, the principal amount of Notes tendered for purchase, and a statement that such Holder is withdrawing its tendered Notes and its election to have such Notes purchased;
 - (viii) that if a Holder is tendering less than all of its Notes, such Holder will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered (the unpurchased portion of the Notes must be equal to the Minimum Denomination or an integral multiple of the Minimum Incremental Denomination in excess thereof); and
 - (ix) the other instructions, as determined by the Company, consistent with this paragraph 13 that a Holder must follow.

The notice, if mailed or given in a manner herein provided, shall be conclusively presumed to have been given, whether or not the Holder receives such notice. If (A) the notice is mailed or given in a manner herein provided and (B) any Holder fails to receive such notice or a Holder receives such notice but it is defective, such Holder's failure to receive such notice or such defect shall not affect the validity of the proceedings for the purchase of the Notes as to all other Holders that properly received such notice without defect.

- (b) On the Change of Control Payment Date, the Company will, to the extent lawful:
 - (i) accept for payment all Notes or portions of Notes (of integral multiples of the Minimum Incremental Denomination thereof) validly tendered pursuant to the Change of Control Offer;
 - (ii) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes so tendered;
 - (iii) deliver or cause to be delivered to the Trustee for cancellation the Notes so accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Company in accordance with this paragraph 13; and

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- (iv) deliver to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for in the Indenture relating to the making of such Change of Control Payment have been complied with.
- (c) The Paying Agent will promptly pay to each Holder of Notes so tendered the Change of Control Payment for such Notes, and the Trustee will promptly authenticate, upon receipt of an authentication order, and mail (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; provided, that each such new Note will be in a principal amount equal to the Minimum Denomination or integral multiples of the Minimum Incremental Denomination in excess thereof.
- (d) If the Change of Control Payment Date is on or after a Regular Record Date, but on or prior to the related Interest Payment Date, any accrued and unpaid interest to the Change of Control Payment Date shall be paid on the Change of Control Payment Date to the Person in whose name a Note is registered at the close of business on such Regular Record Date.
- (e) Prior to making a Change of Control Payment, and as a condition to such payment (i) the requisite holders of each issue of indebtedness issued under an indenture or other agreement that would be violated by the making of such payment shall have consented to such Change of Control Payment being made and waived the event of default, if any, caused by the Change of Control or (ii) the Company will repay all outstanding indebtedness issued under an indenture or other agreement that would be violated by the making of a Change of Control Payment or the Company will offer to repay all such indebtedness, make payment to the holders of such indebtedness that accept such offer and obtain waivers from the requisite remaining holders of such indebtedness of any event of default arising under the relevant indenture or other agreement as a result of the Change of Control. The Company covenants to effect such repayment or obtain such consent prior to making a Change of Control Payment, it being a default of this paragraph 13 if the Company fails to comply with such covenant.
- (f) The Company will not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this paragraph 13 applicable to a Change of Control Offer made by the Company and such third party purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.
- (g) The Company will comply, to the extent applicable, with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Indenture by virtue of the conflict.
- (h) Other than as specifically provided in this paragraph 13, any purchase pursuant to this paragraph 13 shall be made pursuant to the provisions of Sections 11.03, 11.05 and 11.07 of the Indenture.
- (i) Notwithstanding anything to the contrary in the foregoing clauses (a) through (h), the Company's obligation to make a Change of Control Offer may, subject to Section 9.02 of the Indenture, be waived or modified with the written consent of the Holders of a majority in principal amount of the Securities.

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14. The Company may acquire Notes by means other than a redemption, whether by tender offer, open market purchases, negotiated transactions or otherwise, in accordance with applicable securities laws, so long as such acquisition does not otherwise violate the terms of the Indenture.
 15. Any provision contained herein with respect to the calculation of the rate of interest applicable to this Note, its payment dates or any other matter relating hereto may be modified as specified in an Addendum relating hereto. References herein to “this Note,” “hereof,” “herein,” “as specified above” or similar language of like import shall include any Addendums to this Note.
 16. As used herein, and unless otherwise specified in an Addendum attached hereto:

“Below Investment Grade Rating Event” means that at any time within 60 days (which period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies) from the date of the public notice of a Change of Control or of the Company’s intention or that of any Person to effect a Change of Control, the rating on the Notes is lowered, and the Notes are rated below an Investment Grade Rating, by (x) one Rating Agency if the Notes are rated by less than two Rating Agencies, (y) both Rating Agencies if the Notes are rated by two Rating Agencies or (z) at least a majority of such Rating Agencies if the Notes are rated by three or more Rating Agencies; *provided*, that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Repurchase Event hereunder) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee in writing at its request that the reduction in the rating of the Notes was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event);

“Business Day” means:

- if the Specified Currency is U.S. dollars: any day other than a Saturday or Sunday, that is neither a legal holiday nor a day on which commercial banks are authorized or required by law, regulation or executive order to close in The City of New York (a “New York Business Day”);
- if the Specified Currency is other than U.S. dollars and euros: a day that is both (x) a day other than a day on which commercial banks are authorized or required by law, regulation or executive order to close in the Principal Financial Center (as defined below) of the country issuing the Specified Currency (as indicated on the face of this Note) and (y) a New York Business Day; and
- if the Specified Currency is euros: a day that is both (x) a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System or any successor thereto is open and (y) a New York Business Day;

“Change of Control” means, the occurrence of any one of the following:

- a “person” or “group” within the meaning of Section 13(d) of the Exchange Act other than the Company, a direct or indirect Subsidiary, or any employee or executive benefit plan of the Company and/or its Subsidiaries, has become the “beneficial owner,” as defined in Rule 13d-3 under the Exchange Act, of the Company’s Common Stock representing more than 50% of the total voting power of all Common Stock of the Company then outstanding and constituting Voting Stock;
- the consummation of (i) any consolidation or merger of the Company pursuant to which the Company’s Common Stock will be converted into the right to obtain cash, securities of a Person other than the Company, or other property; or (ii) any sale, lease or other transfer in one transaction or a series of related transactions of all or substantially all of the consolidated assets of the Company and its Subsidiaries, taken as a whole, to any other Person other than a direct or indirect Subsidiary of the Company; *provided*, that Aircraft Asset leasing in the ordinary course of business of the Company or any of its Subsidiaries shall not be considered the

leasing of “all or substantially all” of the Company’s consolidated assets; *provided, further*, however, that a transaction described in clause (i) or (ii) in which the holders of the Company’s Common Stock immediately prior to such transaction own or hold, directly or indirectly, more than 50% of the voting power of all Common Stock of the continuing or surviving corporation or the transferee, or the parent thereof, outstanding immediately after such transaction and constituting Voting Stock shall not constitute a Change of Control; or

- the adoption of a plan relating to the Company’s liquidation or dissolution;

“Change of Control Repurchase Event” means the occurrence of both a Change of Control and a Below Investment Grade Rating Event;

“Common Stock” shall mean and include any class of capital stock of any corporation now or hereafter authorized, the right of which to share in distributions of either earnings or assets of such corporation is without limit as to any amount or percentage;

“DTC” means The Depository Trust Company;

“Investment Grade Rating” means a rating equal to or higher than BBB- by S&P, or the equivalent of any other Rating Agency, as applicable, or in each case the equivalent under any successor category of such Rating Agency;

“Principal Financial Center” means: the capital city of the country issuing the Specified Currency, except that with respect to U.S. dollars, Australian dollars, Canadian dollars, euro, New Zealand dollars, South African rand and Swiss francs, the Principal Financial Center will be The City of New York, Sydney, Toronto, London, Wellington, Johannesburg and Zurich, respectively;

“Rating Agency” means S&P and any additional rating agency that provides a rating with respect to the Notes and is a “nationally recognized statistical rating organization” as defined in Section 3(a)(62) of the Exchange Act (“NRSRO”); *provided*, that if any such Rating Agency ceases to provide rating services to issuers or investors, the Company may appoint a replacement for such Rating Agency that is a NRSRO;

“S&P” means Standard & Poor’s Ratings Services or any successor to its rating agency business;

“Specified Currency” means the currency specified on the face of this Note, in which this particular Note is denominated or payable (or, if the currency is no longer legal tender for the payment of public and private debts, any other currency of the relevant country or entity which is then legal tender for the payment of such debts); and

“Voting Stock” means Capital Stock of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect the corporate directors (or Persons performing similar functions).

17. The Notes are issuable only in registered form without coupons in denominations equal to the Minimum Denomination specified on the face of this Note and higher integral multiples of the Minimum Incremental Denomination specified on the face of this Note (unless otherwise specified in an Addendum attached hereto). The Company will specify the minimum denominations for Notes denominated in a foreign currency in an Addendum attached hereto. As provided in the Indenture and subject to certain limitations therein set forth, the Notes are exchangeable for a like aggregate principal amount of Notes of any authorized denomination, as requested by the Holder surrendering the same.
18. No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.
19. Prior to due presentment of this Note for registration of transfer, the Company, the Trustee and any agent thereof may treat the Person in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note be overdue, and none of the Company, the Trustee or any such agent shall be affected by notice to the contrary.

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20. All terms used in this Note that are not defined herein and are defined in the Indenture shall have the meanings assigned to them in the Indenture.
 21. The Indenture and this Note are governed by and construed in accordance with the laws of the State of New York.
 22. The provisions of this Note (including any Addendum attached hereto) shall supersede any conflicting provisions in the Indenture with respect to the Notes.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned assigns and transfers this Note to:

(Insert assignee's social security or tax identification number)

(Insert address and zip code of assignee)

and irrevocably appoints
for him or her.

as agent to transfer this Note on the Security Register. The agent may substitute another to act

Dated:

Signature: _____

Signature Guarantee: _____

(Sign exactly as your name appears on the other side of this Note)

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Security Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Security Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Company pursuant to a Change of Control Repurchase Event as described in paragraph 13 of this Note, check the box below:

Elect to have Notes repurchased pursuant to a Change of Control Repurchase Event

If you want to elect to have only part of this Note purchased by the Company pursuant to paragraph 13 of this Note, state the amount you elect to have purchased:

\$ (If less than the entire principal amount of this Note is to be repaid, specify the portion hereof (which shall be integral multiples of the Minimum Incremental Denomination) which the Holder elects to have repaid and specify the denomination or denominations (which shall be equal to at least the Minimum Denomination or higher integral multiples of the Minimum Incremental Denomination in excess thereof) of the Notes to be issued to the Holder for the portion of this Note not being repaid (in the absence of any such specification, one such Note will be issued for the portion not being repaid).

Date: _____

Your Signature: _____
(Sign exactly as your name appears on the face of this Note)

Tax Identification No.: _____

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

ADDENDUM

Amendment to Section 1.01 of the Indenture: The following term shall be added to the definitions in Section 1.01 of the Indenture in the right alphabetical order:

“Future Supplemental Indenture” means a future supplemental indenture to the Indenture.

Amendment to Section 9.02 of the Indenture: Except as may be provided in a Future Supplemental Indenture, for the benefit of the Holders of the Notes or of the Securities but no other series of securities issued under the Indenture, whether now or hereafter issued and Outstanding, Section 9.02 of the Indenture is hereby amended with respect to the Notes by the following:

- (f) replacing the period at the end of clause (c) thereof with “, or”; and
- (g) adding a new clause (d) after the end of clause (c) thereof, as follows: “(d) reduce the premium payable upon the redemption or repurchase of any Note, if applicable, or change the time at which any Note may be redeemed or repurchased, if applicable, as described in the Notes, whether through an amendment or waiver of provisions in the covenants, definitions or otherwise (except amendments to the definition of “Change of Control” or “Below Investment Grade Rating Event”).”

Amendment to Section 11.03 of the Indenture: Section 11.03 of the Indenture is hereby amended with respect to the Notes by replacing the words “by pro rata or by lot or such method as the Trustee shall deem fair and appropriate and” with the words “by lot.”

Amendment to Section 13.03 of the Indenture: The covenants provided pursuant to Section 3.01(r), 9.01(b) and 9.01(g) of the Indenture for purposes of Section 13.03(a) of the Indenture are the covenants in paragraph 13 of this Note and Section 5.15, Section 7.04, Section 8.01, Section 10.05 and Section 10.06 of the Indenture.

[Optional Redemption:

This Note is redeemable at the Company’s option as described below:

- (1) *[If a make-whole redemption is applicable:]* At any time prior to [the Optional Redemption Date or Stated Maturity] specified on the face of this Note, the Company may redeem the Notes at its option, in whole or in part, upon notice pursuant to [Section 11.04 of the Indenture or such other notice specified in this Addendum], at a Redemption Price equal to 100% of the aggregate principal amount of the Notes plus the Applicable Premium, plus accrued and unpaid interest, if any, to the Redemption Date.
- (2) *[If a par call feature is applicable:]* On or after the Optional Redemption Date specified on the face of this Note, the Company may redeem the Notes at its option, in whole or in part, at a Redemption Price equal to 100% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, to the Redemption Date.
- (3) Promptly after the determination thereof, the Company shall give the Trustee written notice of the Redemption Price provided for in this Addendum, and the Trustee shall not be responsible for such calculation. If a Note is redeemed on or after a Regular Record Date but on or prior to the related Interest Payment Date, any accrued and unpaid interest to the Redemption Date shall be paid on the Redemption Date to the Person in whose name a Note is registered at the close of business on such Regular Record Date. Unless the Company defaults in payment of the Redemption Price, from and after the Redemption Date, interest will cease to accrue on the Notes or portions thereof called for redemption.
- (4) Except pursuant to this Addendum, the Notes shall not be redeemable at the Company’s option prior to the Stated Maturity.

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- (5) Any redemption pursuant to this Addendum shall be made pursuant to the provisions of Sections 11.01 through 11.07 of the Indenture.
- (6) Any redemption notice may, at the Company's discretion, be subject to one or more conditions precedent, including completion of a corporate transaction. In such event, the related notice of redemption shall describe each such condition and, if applicable, shall state that, at the Company's discretion, the Redemption Date may be delayed until such time as any or all such conditions shall be satisfied or waived (provided that in no event shall such Redemption Date be delayed to a date later than 60 days after the date on which such notice was given), or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied or waived by the Redemption Date, or by the Redemption Date as so delayed.

As used in this Addendum:

“Applicable Premium” means, with respect to a Note on any Redemption Date, the excess, if any, of (x) the present value as of such Redemption Date of (i) 100% of the principal amount of such Note plus (ii) all required interest payments due on such Note through *[if a par call feature is applicable—the Optional Redemption Date]**[if this Note is not subject to a par call feature—the Stated Maturity]*, assuming such Note matured on such date (excluding accrued but unpaid interest to the Redemption Date), computed using a discount rate equal to the Applicable Treasury Rate as of such Redemption Date plus the basis points as specified on the face of this Note, over (y) the then outstanding principal of such Note; and

“Applicable Treasury Rate” means as of any Redemption Date, the yield to stated maturity at the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent statistical release designated as “H.15” under the caption “Treasury constant maturities” or any successor publication which is published at least weekly by the Board of Governors of the Federal Reserve System (or companion online data resource published by the Board of Governors of the Federal Reserve System) and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity that has become publicly available at least two Business Days prior to the Redemption Date (or, if such statistical release is no longer published, any publicly available source or similar market data)) most nearly equal to the period from the Redemption Date to *[if a par call feature is applicable—the Optional Redemption Date]**[if this Note is not subject to a par call feature—the Stated Maturity]*; *provided, however*, that if the period from the Redemption Date to *[if a par call feature is applicable—the Optional Redemption Date]**[if this Note is not subject to a par call feature—the Stated Maturity]* is not equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Applicable Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from the Redemption Date to *[if a par call feature is applicable—the Optional Redemption Date]**[if this Note is not subject to a par call feature—the Stated Maturity]* is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.]

Exhibit B

[FORM OF FLOATING RATE GLOBAL MEDIUM-TERM, SERIES A]

(ATTACHED)

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO AIR LEASE CORPORATION OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

AIR LEASE CORPORATION

**GLOBAL MEDIUM-TERM NOTE, SERIES A
(Floating Rate)**

*CUSIP: [•]
ISIN: [•]*

**No. [•]
PRINCIPAL OR FACE AMOUNT:**

\$[•]

*** CHECK IF A PRINCIPAL INDEXED NOTE ***

If this is a Principal Indexed Note, references herein to “principal” shall be deemed to be the face amount hereof, except that the amount payable upon Maturity of this Note shall be determined in accordance with the formula or formulas set forth below or in an attached Addendum hereto.

Issue Date:

Stated Maturity:

Initial Interest Rate: %

Interest Payment Dates:

Regular Record Date:

Calculation Agent:

Interest Calculation:

Regular Floating Rate Note

Other Floating Rate Note

(See attached Addendum)

Interest Rate Basis:

CMS Rate

-
- CMT Rate
 - Commercial Paper Rate
 - Eleventh District Cost of Funds Rate
 - Federal Funds Rate
 - Federal Funds OIS Compound Rate
 - LIBOR
 - Prime Rate
 - Treasury Rate
 - Other (see attached Addendum)

If CMS:

Designated CMS Maturity Index:

If CMT:

Designated CMT Maturity Index:

Designated CMT Reuters Page:

FRBCMT

FEDCMT

If LIBOR:

Designated LIBOR Page:

Index Currency:

If LIBOR or Treasury Rate:

Index Maturity:

Floating Rate Spread (+/-):

Spread Multiplier:

Maximum Interest Rate:

Minimum Interest Rate:

First Interest Reset Date:

Interest Reset Dates:

Interest Rate Reset Period:

Interest Rate Reset Cutoff Date:

Interest Determination Date:

Day Count Convention: Actual/360 unless another convention is checked below.

30/360

Actual/Actual

Business Day Convention:

Following

Modified Following

Optional Redemption: Yes No

Optional Redemption Date(s) (including any applicable regular or special record date):

Optional Redemption Price(s):

[See Addendum for optional redemption provisions]

Repayment at Option of Holder: Yes No

Repayment Date(s):

Repayment Price:

Change of Control Put: Yes No

Original Issue Discount:

Total Amount of Original Issue Discount:

Yield to Maturity:

Initial Accrual Period:

Specified Currency: [U.S. dollars]

Minimum Denomination/Minimum Incremental Denomination: [\$2,000/\$1,000]

If an Add On Security, check , and specify:

Initial Interest Accrual Date:

Addendum Attached:

Yes

No

Other Provisions: [•]

AIR LEASE CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware (herein called the “Company,” which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., the registered Holder hereof, the Principal or Face Amount (as specified above) or, if this is a Principal Indexed Note, the principal amount as determined in accordance with the terms set forth under “Other Provisions” above and/or in an Addendum attached hereto, on the Stated Maturity specified above (except to the extent redeemed or repaid prior to the Stated Maturity), and to pay interest on the Principal or Face Amount hereof as set forth above, at a rate per annum equal to the Initial Interest Rate specified above until the First Interest Reset Date specified above and thereafter at a rate per annum determined in accordance with the provisions hereof and any Addendum relating hereto depending upon the Interest Rate Basis or Bases, if any, and such other terms specified above, until the principal hereof is paid or duly made available for payment; *provided*, that any principal, and any such installment of interest, that is overdue shall bear interest at the interest rate in effect (to the extent that the payment of such interest shall be legally enforceable), from the dates such amounts are due until they are paid or made available for payment, and such interest shall be payable on demand.

Payment of the principal of and interest on this Note will be made at the office or agency of the Company maintained for that purpose in The City of New York, New York (or, if the Company does not maintain such office or agency, at the corporate trust office of the Trustee in The City of New York or if the Trustee does not maintain an office in The City of New York, at the office of a Paying Agent in The City of New York); *provided*, *however*, that payment of principal and interest on Global Securities shall be made by wire transfer in accordance with the procedures of the Depository.

Interest on this Note will accrue from and including the Issue Date specified above, at the rates determined from time to time as specified herein, until the principal hereof has been paid or made available for payment. The Company will pay interest on each Interest Payment Date specified above, commencing on the first Interest Payment Date following the Issue Date, and on the Stated Maturity or any Redemption Date (if specified as redeemable above) or any Repayment Date or Change of Control Payment Date (each, if specified as repayable above) (the date of each such Stated Maturity, Redemption Date, Repayment Date and Change of Control Payment Date and the date on which principal or an installment of principal is due and payable by declaration of acceleration or otherwise pursuant to the Indenture being referred to hereinafter as a “Maturity” with respect to principal payable on such date); *provided, however*, that if the Issue Date is between a Regular Record Date (as defined below) and the next succeeding Interest Payment Date, interest payments will commence on the second Interest Payment Date following the Issue Date; and *provided, further*, unless otherwise specified in an Addendum attached hereto, that if “Following” is specified above under Business Day Convention, if an Interest Payment Date (other than an Interest Payment Date at Maturity) would fall on a day that is not a Business Day (this and certain other capitalized terms used herein are defined on the reverse of the Note), such Interest Payment Date will be the following day that is a Business Day (the “Following Business Day Convention”), and if “Modified Following” is specified above under

Business Day Convention, if an Interest Payment Date (other than an Interest Payment Date at Maturity) would fall on a day that is not a Business Day, such Interest Payment Date will be the following day that is a Business Day unless such next Business Day falls in the next calendar month, in which case such Interest Payment Date will be the next preceding day that is a Business Day (the “Modified Following Business Day Convention”). If any payment is made on a Business Day following the applicable Interest Payment Date (other than an Interest Payment Date at Maturity) pursuant to the preceding sentence, no interest on such payment will accrue on the amount payable for the period from and after such Interest Payment Date to the Business Day on which such payment is made.

If Maturity falls on a day which is not a Business Day, the payment due on such Maturity will be paid on the next succeeding Business Day with the same force and effect as if made on such Maturity and no interest will accrue with respect to such payment for the period from and after such Maturity to the date of that payment on the next succeeding Business Day. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such Interest Payment Date. Any such interest so payable but not so punctually paid or duly provided for on any Interest Payment Date (herein called “Defaulted Interest”) will forthwith cease to be payable to the Holder on such Regular Record Date and at the Company’s election, may either be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof to be given to Holders of Notes not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture.

Unless otherwise specified under Specified Currency above and/or in an Addendum attached hereto, this Note will be denominated in U.S. dollars and payments of principal, premium and interest, if any, on this Note will be made in U.S. dollars or in such coin or currency of the United States as at the time of payment is legal tender for payments of public and private debts. If this Note is denominated in a Foreign Currency or if the principal, premium or interest, if any, on this Note is payable in or by reference to a Foreign Currency or in amounts determined by reference to one or more currencies other than that in which this Note is denominated, any other applicable provisions will be included in an Addendum attached hereto. However, unless otherwise specified in an Addendum attached hereto, if any payment in respect of this Note is required to be made in a Foreign Currency, and a Conversion Event occurs in respect of such Foreign Currency, then all payments in respect of this Note will be made in U.S. dollars until such currency is again available to the Company or so used. The amounts payable on any date in such currency will be converted into U.S. dollars on the basis of the most recently available market exchange rate for such currency or as otherwise indicated in an Addendum attached hereto. Any payment so made in U.S. dollars will not constitute an Event of Default under the Indenture.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature of one or more authorized signatories, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated: [•]

AIR LEASE CORPORATION

By: [•] _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

By: [•] _____
Authorized Signatory

By: [•] _____
Authorized Signatory

[Signature Page to Floating Rate Global Note]

[FORM OF REVERSE OF NOTE]

1. This Note (herein called this “Note” and, together with all such notes having Equivalent Terms, the “Notes”) is one of a duly authorized series of securities of the Company designated as its Medium-Term Notes, Series A (the “Securities”), issued under an Indenture, dated as of November 20, 2018 (herein called the “Indenture”, as may be amended or supplemented from time to time), among the Company, as issuer, and Deutsche Bank Trust Company Americas, as Trustee (herein called the “Trustee,” which term includes any successor trustee with respect to the Securities under the Indenture, and, unless otherwise specified in an Addendum attached hereto, as registrar for the Notes), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities, and of the terms upon which the Securities are, and are to be, authenticated and delivered.
2. This Note is not subject to any sinking fund and will not be redeemable or subject to repayment at the option of the Holder prior to the Stated Maturity, except as provided below.
3. This Note is a senior unsecured obligation of the Company and ranks equally with the other unsecured and unsubordinated indebtedness of the Company.
4. The interest rate borne by this Note will be determined as follows:
 - (a) If this Note is designated as a Regular Floating Rate Note, then, except as described below, this Note will bear interest at the rate determined by reference to the applicable Interest Rate Basis or Bases designated on the face of this Note (i) plus or minus the applicable Floating Rate Spread, if any, and/or (ii) multiplied by the applicable Spread Multiplier, if any, specified and applied in the manner described on the face of this Note. The interest rate in effect for the period from the Issue Date to the First Interest Reset Date will be the Initial Interest Rate. Commencing on the First Interest Reset Date, the rate at which interest on this Note is payable will be reset as of each Interest Reset Date specified on the face of this Note.
 - (b) Notwithstanding the foregoing, if this Note is designated on the face of this Note as having an Addendum attached, the Note will bear interest in accordance with the terms described in such Addendum. If interest on this Note is to be calculated in accordance with the terms of an attached Addendum, unless otherwise specified in such Addendum, the interest rate in effect for the period from the Issue Date to the First Interest Reset Date will be the Initial Interest Rate and commencing on the First Interest Reset Date, the rate at which interest on this Note is payable will be reset as of each Interest Reset Date specified on the face of this Note.
5. Unless otherwise specified on the face of this Note and/or in an Addendum attached hereto, the “Interest Reset Date” for this Note, if applicable, will be as follows: if the interest rate resets daily, each Business Day; if the interest rate resets weekly, the Wednesday of each week, except if the Interest Rate Basis for this Note is the Treasury Rate the interest rate will reset on the Tuesday of each week; if the interest rate resets monthly, the third Wednesday of each month, except if the Interest Rate Basis for this Note is the Eleventh District Cost of Funds Rate the interest rate will reset on the first calendar day of the month; if the interest rate resets quarterly, the third Wednesday of March, June, September and December of each year; if the interest rate resets semiannually, the third Wednesday of the two months specified on the face of this Note; and if the interest rate resets annually, the third Wednesday of the month specified on the face of this Note.
6. Unless otherwise specified in an Addendum attached hereto, if “Following” is specified on the face of this Note under Business Day Convention, if any Interest Reset Date (which term includes the First Interest Reset Date unless the context otherwise requires) would otherwise be a day that is not a Business Day, such Interest Reset Date will follow the Following Business Day Convention, and if “Modified Following” is

specified on the face of this Note under Business Day Convention, if any Interest Reset Date (which term includes the First Interest Reset Date unless the context otherwise requires) would otherwise be a day that is not a Business Day, such Interest Reset Date will follow the Modified Following Business Day Convention.

7. Except as provided on the face of this Note, in an Addendum attached hereto or after giving effect to an Interest Rate Reset Cutoff Date as provided below, the interest rate in effect on each day will be (a) if such day is an Interest Reset Date, the interest rate determined on the related Interest Determination Date (as defined below) immediately preceding such Interest Reset Date or (b) if such day is not an Interest Reset Date, the interest rate determined on the related Interest Determination Date immediately preceding the most recent Interest Reset Date.
8. Unless otherwise specified in an Addendum attached hereto, if an "Interest Rate Reset Cutoff Date" is specified on the face hereof, beginning on the Interest Rate Reset Cutoff Date, the interest rate for this Note on each day from and including the Interest Rate Reset Cutoff Date to but excluding the next Interest Payment Date will be determined based on the Interest Rate Basis in effect on the Interest Rate Reset Cutoff Date.
9. Notwithstanding the foregoing, the interest rate hereon will not be greater than the Maximum Interest Rate, if any, or less than the Minimum Interest Rate, if any, specified on the face hereof. The Calculation Agent shall calculate the interest rate hereon in accordance with the foregoing on or before each Calculation Date. The interest rate on this Note will in no event be higher than the maximum rate permitted by New York law, as the same may be modified by United States laws of general application.
10. Interest payments on this Note on any Interest Payment Date will equal the amount of interest accrued from and including the immediately preceding Interest Payment Date in respect of which interest has been paid (or from and including the Issue Date, if no interest has been paid), to but excluding the related Interest Payment Date; provided, however, that the interest payments on Maturity will include interest accrued to but excluding the date of Maturity.
11. Unless otherwise specified in an Addendum attached hereto, this Note will accrue interest on an "Actual/360" basis, an "Actual/Actual" basis, or a "30/360" basis, as specified on the face hereof, in each case, from the period from the Issue Date to the date of Maturity. If no Day Count Convention is specified on the face hereof or in an Addendum attached hereto, interest on this Note will be paid on an "Actual/360" basis. If this Note is calculated on an Actual/360 basis or an Actual/Actual basis, accrued interest for each Interest Calculation Period, as defined below, will be calculated by multiplying:
 - the face amount of this Note;
 - the applicable interest rate; and
 - the actual number of days in the related Interest Calculation Period

and dividing the resulting product by 360 or 365, as applicable; or with respect to an Actual/Actual basis Note, if any portion of the related Interest Calculation Period falls in a leap year, the product of (i) the face amount of this Note and (ii) the applicable interest rate will be multiplied by the sum of:

- the actual number of days in that portion of the related Interest Calculation Period falling in a leap year divided by 366, and
- the actual number of days in that portion of the related Interest Calculation Period falling in a non-leap year divided by 365.

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12. If this Note is calculated on a 30/360 basis, accrued interest for an Interest Calculation Period will be computed on the basis of a 360-day year of twelve 30-day months, irrespective of how many days are actually in such Interest Calculation Period. Unless otherwise specified on the face of this Note and/or in an Addendum attached hereto, if this Note accrues interest on a 30/360 basis, if any Interest Payment Date or Maturity falls on a day that is not a Business Day, the related payment of principal or interest will be made on the next succeeding Business Day as if made on the date such payment was due, and no interest will accrue on the amount payable for the period from and after such Interest Payment Date or Maturity, as the case may be.
 13. Unless otherwise specified on the face of this Note and/or in an Addendum attached hereto, interest with respect to Notes for which the interest rate is calculated with reference to two or more Interest Rate Bases will be calculated in the same manner as if only one of the applicable Interest Rate Bases applied.
 14. Unless otherwise specified on the face of this Note and/or in an Addendum attached hereto, the "Interest Determination Date" with respect to the CMS Rate, the CMT Rate, the Commercial Paper Rate and the Prime Rate will be the second Business Day preceding each Interest Reset Date; the "Interest Determination Date" for the Federal Funds Rate will be the date specified above which shall be the same day as the Interest Reset Date or the first Business Day preceding each Interest Reset Date; the "Interest Determination Date" with respect to the Federal Funds OIS Compound Rate will be the same day as each Interest Reset Date; the "Interest Determination Date" with respect to the Eleventh District Cost of Funds Rate will be the last Business Day of the month immediately preceding each Interest Reset Date on which the Federal Home Loan Bank of San Francisco publishes the Index (as defined below); the "Interest Determination Date" with respect to LIBOR will be the second London Banking Day (as defined below) preceding each Interest Reset Date, unless the Index Currency specified on the face of this Note is the British pound sterling, in which case, the Interest Determination Date will be the applicable Interest Reset Date; the "Interest Determination Date" with respect to the Treasury Rate will be the day in the week in which the related Interest Reset Date falls on which day Treasury Bills (as defined below) having the Index Maturity specified on the face of this Note are normally auctioned; *provided, however*, that if an auction is not held on Monday or Tuesday of the week in which the Interest Reset Date falls and an auction is held on the Friday of the week preceding the related Interest Reset Date, the related Interest Determination Date will be such preceding Friday and *provided, further*, that if an auction falls on any Interest Reset Date, then the related Interest Reset Date will instead be the first Business Day following the auction. If the interest rate of this Note is determined with reference to two or more Interest Rate Bases, the Interest Determination Date pertaining to this Note will be the most recent Business Day which is at least two Business Days prior to such Interest Reset Date on which each Interest Rate Basis is determinable; and each Interest Rate Basis will be determined and compared on such date, and the applicable interest rate will take effect on the related Interest Reset Date.
 15. Unless otherwise specified on the face of this Note and/or in an Addendum attached hereto, all percentages resulting from any calculation of interest on this Note will be rounded to the nearest one hundred-thousandth of a percentage point, with five one-millionths of a percentage point rounded upwards (e.g., 9.876545% (or .09876545) would be rounded to 9.87655% (or .0987655)), and all dollar amounts used in or resulting from such calculation will be rounded to the nearest cent or, in the case of a foreign currency, to the nearest unit (with one-half cent or unit being rounded upward).
 16. *Determination of CMS Rate.* Unless otherwise specified in an Addendum attached hereto, if CMS Rate is designated as an Interest Rate Basis for this Note, the CMS Rate will be the rate on the applicable Interest Determination Date for U.S. dollar swaps having the Designated CMS Maturity Index specified on the face of this Note, expressed as a percentage, which appears on the Reuters Screen ICESWAP1 Page or any Successor Source as of 11:00 a.m., New York City time.
 - (a) If the rate referred to in paragraph 16 is no longer published on the relevant page, or if not published by 3:00 p.m., New York City time, on the related Calculation Date, then the CMS Rate on the applicable Interest Determination Date will be a percentage determined on the basis of the mid-market semi-annual swap rate quotations provided by five leading swap dealers (which may include one or more of the Agents, the Calculation Agent or their respective affiliates) in the New York City

interbank market selected by the Calculation Agent (after consultation with the Company) as of approximately 11:00 a.m., New York City time on the related Interest Determination Date. For this purpose, the semi-annual swap rate means the mean of the bid and offered rates for the semi-annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating U.S. Dollar interest rate swap transaction having the Designated CMS Maturity Index specified on the face hereof in an amount that is representative for a single transaction in that market at the time with an acknowledged dealer of good credit in the swap market, where the floating leg, calculated on an Actual/360 day count basis, is equivalent to USD-LIBOR-ICE with a designated stated maturity of three months. The Calculation Agent shall request the principal New York City office of each of the swap dealers to provide a quotation of this rate. If at least three quotations are provided, the rate will be the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If fewer than three swap dealers selected by the Calculation Agent are quoting as referred to in the preceding sentence, the CMS Rate will be the rate in effect on the applicable Interest Determination Date.

- (b) “Designated CMS Maturity Index” means the original period to stated maturity of the CMS Rate specified in an Addendum attached hereto with respect to which the CMS Rate will be calculated.
- (c) “Successor Source” means, in relation to any display page, other published source, information vendor or provider: (i) the successor display page, other published source, information vendor or provider that has been officially designated by the sponsor of the original page or source; or (ii) if the sponsor has not officially designated a successor display page, other published source, information vendor or provider (as the case may be), the successor display page, other published source, information vendor or provider, if any, designated by the relevant information vendor or provider (if different from the sponsor).

17. *Determination of CMT Rate.* Unless otherwise specified in an Addendum attached hereto, if CMT Rate is designated as an Interest Rate Basis for this Note, the CMT Rate on the applicable Interest Determination Date will be any of the following rates published by the Federal Reserve System Board of Governors as the yield is displayed for United States Treasury securities at “constant maturity” under the column for the Designated CMT Maturity Index, as defined below, for: the rate on that applicable Interest Determination Date, if the Designated CMT Reuters Page specified on the face of this Note is FRBCMT or any Successor Source; and the week or the month, as applicable, ended immediately preceding the week in which the related Interest Determination Date occurs, if the Designated CMT Reuters Page specified on the face of this Note is FEDCMT or any Successor Source.

- (a) If the rate referred to in paragraph 17 is no longer displayed on the relevant page, or if not published by 3:00 p.m., New York City time, on the related Calculation Date, then the CMT Rate will be the “Treasury constant maturities” rate for the Designated CMT Maturity Index or other U.S. Treasury rate for the Designated CMT Maturity Index on the applicable Interest Determination Date for the related Interest Reset Date as may then be published by either the Board of Governors of the Federal Reserve System or the United States Department of the Treasury that the Calculation Agent determines to be comparable to the rate formerly displayed on the Designated CMT Reuters Page and published on the website of the Federal Reserve System Board of Governors or in another recognized electronic source. If the information described in the preceding sentence is not so published by 3:00 p.m., New York City time, on the related Calculation Date, then the CMT Rate for the applicable Interest Determination Date will be calculated by the Calculation Agent as a yield to stated maturity, based on the arithmetic mean of the secondary market closing offer side prices as of approximately 3:30 p.m., New York City time, on the applicable Interest Determination Date, of three leading primary United States government securities dealers (which may include one or more of the Agents, the Calculation Agent or their respective affiliates) in New York City selected by the Calculation Agent (after consultation with the Company) (each, a “Reference Dealer”) from five such dealers and eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest) for the most recently issued direct noncallable fixed rate obligations of the United States, which are commonly referred to as “Treasury notes,” with an original stated maturity equal to the Designated CMT Maturity Index

specified in an Addendum attached hereto, a remaining term to stated maturity no more than one year shorter than the Designated CMT Maturity Index and in a principal amount that is representative for a single transaction in that market at that time. If two Treasury notes with an original stated maturity as described above have remaining terms to stated maturity equally close to the Designated CMT Maturity Index, the quotes for the Treasury note with the shorter remaining term to stated maturity will be used.

- (b) If the Calculation Agent cannot obtain three Treasury notes quotations as described in paragraph 17(a), the Calculation Agent will determine the CMT Rate to be a yield to stated maturity based on the arithmetic mean of the secondary market offer side prices as of approximately 3:30 p.m., New York City time, on the applicable Interest Determination Date of three Reference Dealers, selected using the same method described in paragraph 17(a), for Treasury notes with an original stated maturity equal to the number of years closest to but not less than the Designated CMT Maturity Index and a remaining term to stated maturity closest to the Designated CMT Maturity Index and in a principal amount that is representative for a single transaction in the securities in that market at that time. If fewer than five but more than two of the Reference Dealers are quoting as described in the preceding sentence, then the CMT Rate will be based on the arithmetic mean of the offer prices obtained and neither the highest nor the lowest of those quotes will be eliminated. If fewer than three Reference Dealers selected by the Calculation Agent are quoting as described in the preceding sentence, the CMT Rate for that applicable Interest Determination Date will remain the CMT Rate for the immediately preceding Interest Reset Period, or, if there was no Interest Reset Period, the rate of interest payable will be the Initial Interest Rate.
 - (c) “Designated CMT Maturity Index” means the original period to stated maturity of the United States Treasury securities, either 1, 2, 3, 5, 7, 10, 20 or 30 years, specified on the face of this Note with respect to which the CMT Rate will be calculated. If no stated maturity is specified on the face of this Note, the Designated CMT Maturity Index will be two years.
 - (d) “Designated CMT Reuters Page” means the Reuters Page specified in an Addendum attached hereto with respect to which the CMT Rate will be calculated.
18. *Determination of Commercial Paper Rate.* Unless otherwise specified in an Addendum attached hereto, if the Commercial Paper Rate is designated as an Interest Rate Basis for this Note, the Commercial Paper Rate on the applicable Interest Determination Date will be the Money Market Yield (as defined below) on such date of the rate for commercial paper having the Index Maturity specified on the face of this Note as published in H.15 Daily Update under the heading “Commercial Paper—Nonfinancial.” If such rate referred to in the preceding sentence is not published in the H.15 Daily Update by 5:00 p.m., New York City time, on the related Calculation Date, then the Commercial Paper Rate for the Interest Determination Date will be calculated by the Calculation Agent as the Money Market Yield of the arithmetic mean of the offered rates at approximately 11:00 a.m., New York City time, as of the applicable Interest Determination Date of three leading dealers (which may include one or more of the Agents, the Calculation Agent or their respective affiliates) of United States dollar commercial paper in The City of New York, selected by the Calculation Agent (after consultation with the Company) for U.S. dollar commercial paper having the Index Maturity specified on the face of this Note placed for industrial issuers whose bond rating is “Aa,” or the equivalent, from a nationally recognized rating agency. If the dealers selected by the Calculation Agent are not quoting as mentioned in the preceding sentence, the Commercial Paper Rate determined on the applicable Interest Determination Date will be the rate in effect on such Interest Determination Date.
- (a) “H.15 Daily Update” means the daily statistical release designated as such published by the Federal Reserve System Board of Governors, or its successor, available through the website of the Board of Governors of the Federal Reserve System at <http://www.federalreserve.gov/releases/h15>, or any Successor Source.
 - (b) “Money Market Yield” means, in respect of any security with a stated maturity of six months or less, the rate for which is quoted on a bank discount basis, a yield (expressed as a percentage) calculated in accordance with the following formula:

$$\text{Money Market Yield} = \frac{D \times 360}{360 - (D \times M)} \times 100$$

where “D” refers to the applicable per annum rate for commercial paper quoted on a bank discount basis and expressed as a decimal; and “M” refers to the actual number of days in the interest period for which interest is being calculated.

19. *Determination of Eleventh District Cost of Funds Rate.* Unless otherwise specified in an Addendum attached hereto, if the Eleventh District Cost of Funds Rate is designated as an Interest Rate Basis for this Note, the Eleventh District Cost of Funds Rate on the applicable Interest Determination Date will be the rate equal to the monthly weighted average cost of funds set forth opposite the caption “11TH Dist COFI:” on the Reuters Screen COFI/ARMS Page or any Successor Source as of 11:00 a.m., San Francisco time, on such Interest Determination Date. If the rate referred to in the preceding sentence is no longer published on the relevant page, or if not published by 11:00 a.m., San Francisco time, on the related Calculation Date, the Eleventh District Cost of Funds Rate for such Interest Determination Date will be the monthly weighted average cost of funds paid by member institutions of the Eleventh Federal Home Loan Bank District that was most recently announced (the “Index”) by the Federal Home Loan Bank of San Francisco as the cost of funds for the calendar month immediately preceding the applicable Interest Determination Date. If the Federal Home Loan Bank of San Francisco fails to announce the Index as referred to in the preceding sentence on or before the related Calculation Date for the calendar month immediately preceding such applicable Interest Determination Date, then the Eleventh District Cost of Funds Rate for such Interest Determination Date will be the Eleventh District Cost of Funds Rate in effect on such Interest Determination Date.
20. *Determination of Federal Funds Rate.* Unless otherwise specified in an Addendum attached hereto, if the Federal Funds Rate is designated as an Interest Rate Basis for this Note, the Federal Funds Rate on the applicable Interest Determination Date will be the rate set forth in H.15 Daily Update for that day opposite the caption “Federal funds (effective)” as such rate is displayed on the Reuters Screen FEDFUNDS1 Page or any Successor Source under the caption “EFFECT.” If such rate referred to in the preceding sentence is not so published by 5:00 p.m., New York City time, on the related Calculation Date, the Federal Funds Rate for the applicable Interest Determination Date will be calculated by the Calculation Agent as the arithmetic mean of the rates for the last transaction in overnight United States dollar federal funds arranged by three leading brokers (which may include one or more of the Agents, the Calculation Agent or their respective affiliates) of United States dollar federal funds transactions in The City of New York, selected by the Calculation Agent (after consultation with the Company) as of a time prior to 9:00 a.m., New York City time on the applicable Interest Determination Date. If the brokers selected as aforesaid by the Calculation Agent are not quoting as referred to in the preceding sentence, the Federal Funds Rate for such Interest Determination Date will be the Federal Funds Rate in effect on such Interest Determination Date.
21. *Determination of Federal Funds OIS Compound Rate.* Unless otherwise specified in an Addendum attached hereto, if the Federal Funds OIS Compound Rate is designated as an Interest Rate Basis for this Note, the Federal Funds OIS Compound Rate on the applicable Interest Determination Date immediately following an Interest Reset Period will be the rate of return of a daily compound interest investment calculated in accordance with the formula set forth below:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{FEDFUND_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

- (a) “d0” is the number of New York Banking Days in the relevant Interest Reset Period; “i” is a series of whole numbers from one to d0, each representing the relevant New York Banking Days in chronological order from, and including, the first New York Banking Day in the relevant Interest Reset Period;

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- (b) “FEDFUNDi,” for any day “i” in the relevant Interest Reset Period, is a reference rate equal to the rate set forth in H.15 Daily Update in respect of that day opposite the caption “Federal funds (effective)” as such rate is displayed on the Reuters Screen FEDFUNDS1 Page or any Successor Source under the caption “EFFECT.” Provided, that (1) if such rate does not appear on Reuters Screen FEDFUNDS1 Page or any Successor Source or is not yet published in H.15 Daily Update by 5:00 p.m., New York City time, on the related day, FEDFUNDi for that day will be calculated by the Calculation Agent as the arithmetic mean of the rates for the last transaction in overnight U.S. dollar federal funds arranged by three leading brokers (which may include one or more of the Agents, the Calculation Agent or their respective affiliates) of U.S. dollar federal funds transactions in The City of New York, selected by the Calculation Agent (after consultation with the Company) as of a time before 9:00 a.m., New York City time on the applicable day; (2) if the brokers so selected by the Calculation Agent are not quoting as referred to in clause (1) above, FEDFUNDi for such day will be the rate displayed on the Reuters Screen FEDFUNDS1 Page or any Successor Source in respect of the first preceding New York Banking Day; and (3) if the rate is not displayed on the Reuters Screen FEDFUNDS1 Page or any Successor Source in respect of the first preceding New York Banking Day, then FEDFUNDi for such day will be the FEDFUNDi in effect on the applicable Interest Determination Date.
- (c) “ni” is the number of calendar days in the relevant Interest Reset Period on which the rate is FEDFUNDi; and
- (d) “d” is the number of calendar days in the relevant Interest Reset Period.
- (e) “New York Banking Day” means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in New York, New York.
22. *Determination of LIBOR.* Unless otherwise specified in an Addendum attached hereto, if LIBOR is designated as an Interest Rate Basis for this Note, LIBOR will be generally determined on the applicable Interest Determination Date by the Calculation Agent as the average of the offered rates for deposits in the Index Currency having the specified Index Maturity beginning on the second London Banking Day immediately after the Interest Determination Date (or, if pounds sterling is the Index Currency, beginning on such date or, if euro is the Index Currency, beginning on the second TARGET2 Settlement Day immediately after such date), that appear on the Designated LIBOR Page as of 11:00 a.m., London time, on that Interest Determination Date, if at least two such offered rates appear on the Designated LIBOR Page; *provided*, that if the specified Designated LIBOR Page by its terms provides only for a single rate, then the single rate will be used. If fewer than two offered rates appear on the Designated LIBOR Page, or, if no rate appears and the Designated LIBOR Page by its terms provides only for a single rate, LIBOR for that Interest Determination Date will be determined based on the rates on that Interest Determination Date at approximately 11:00 a.m., London time, at which deposits on that date in the Index Currency for the period of the specified Index Maturity are offered to prime banks in the London interbank market by four major banks (which may include one or more of the Agents, the Calculation Agent or their respective affiliates) in that market selected by the Calculation Agent (after consultation with the Company) and in a principal amount that is representative for a single transaction in the Index Currency in such market at such time. The offered rates must begin on the second London Business Day immediately after such Interest Determination Date (or if pounds sterling is the Index Currency, commencing on such Interest Determination Date or, if euro is the Index Currency, beginning on the second TARGET2 Settlement Day immediately after such date). The Calculation Agent shall request the principal London office of each of these banks to quote its rate. If the Calculation Agent receives at least two quotations, LIBOR will be the average of those quotations. If the Calculation Agent receives fewer than two quotations as referred to in the preceding sentence, LIBOR will be the arithmetic mean of the rates quoted at approximately 11:00 a.m. in the Principal Financial Center, on such Interest Determination Date by major banks (which may include one or more of the Agents, the Calculation Agent or their respective affiliates) in the Principal Financial Center selected by the Calculation Agent (after consultation with the Company). The rates will be for loans in the Index Currency to leading European banks

having the specified Index Maturity beginning on the second London Business Day after such Interest Determination Date (or, if pounds sterling is the Index Currency, commencing on such Interest Determination Date or, if euro is the Index Currency, beginning on the second TARGET2 Settlement Day immediately after such Interest Determination Date) and in a principal amount that is representative for a single transaction in such Index Currency in such market at such time. If LIBOR is not determinable as described in this paragraph 22, LIBOR for the applicable Interest Determination Date will be equal to the interest rate in effect during the most recent Interest Reset Period for which LIBOR was determinable as described in this paragraph 22.

- (a) “Designated LIBOR Page” means the display page specified on the face hereof, or if no page is so specified or LIBOR Reuters is specified, the display on Reuters on page LIBOR01, or any Successor Source, for the purpose of displaying the London interbank rates of major banks for the applicable Index Currency.
- (b) “TARGET2 Settlement Day” means any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System or any successor thereto is open.

23. *Determination of Prime Rate.* Unless otherwise specified in an Addendum attached hereto, if Prime Rate is designated as an Interest Rate Basis for this Note, the Prime Rate on the applicable Interest Determination Date shall be the rate on such Interest Determination Date set forth in H.15 Daily Update opposite the caption “Bank prime loan.” If such rate referred to in the preceding sentence is not so published by 5:00 p.m., New York City time, on the related Calculation Date, the Prime Rate for the applicable Interest Determination Date will be the rate calculated by the Calculation Agent as the arithmetic mean of the rates of interest publicly announced by each bank (which may include one or more of the Agents, the Calculation Agent or their respective affiliates) that appears on the Reuters Page US PRIME 1, as defined below, as that bank’s prime rate or base lending rate, as of 11:00 a.m., New York City time, for the applicable Interest Determination Date. If fewer than four rates appear on the Reuters Page US PRIME 1 by 5:00 p.m., New York City time, on the related Calculation Date, the Prime Rate for the applicable Interest Determination Date will be the rate calculated by the Calculation Agent as the arithmetic mean of the rates of interest publicly announced by three major banks (which may include one or more of the Agents, the Calculation Agent or their respective affiliates) in New York City, selected by the Calculation Agent (after consultation with the Company) as its U.S. dollar prime rate or base lending rate as in effect for that day. Each change in the prime rate or base lending rate so announced by such bank will be effective as of the effective date of the announcement or, if no effective date is specified, as of the date of the announcement. If the banks selected by the Calculation Agent are not quoting as described in the third sentence of this paragraph 23, the Prime Rate for the applicable Interest Determination Date will be the Prime Rate in effect on such Interest Determination Date.

- (a) “Reuters Page US PRIME 1” means the display designated as page “US PRIME 1” on Reuters, or any Successor Source, for the purpose of displaying prime rates or base lending rates of major U.S. banks.

24. *Determination of Treasury Rate.* Unless otherwise specified in an Addendum attached hereto, if the Treasury Rate is designated as an Interest Rate Basis for this Note, the Treasury Rate on the applicable Interest Determination Date will be the rate from the auction held on the applicable Interest Determination Date (“Auction”) of direct obligations of the United States (“Treasury Bills”) having the Index Maturity specified on the face hereof which appears on either the Reuters Screen USAUCTION10 Page or any Successor Source or the Reuters Screen USAUCTION11 Page or any Successor Source opposite such Index Maturity under the heading “INVEST RATE.” If such rate described in the preceding sentence is not so published by 3:00 p.m., New York City time, on the related Calculation Date, the Treasury Rate for the applicable Interest Determination Date will be the Bond Equivalent Yield of the auction rate of the applicable Treasury Bills announced by the United States Department of the Treasury. If the rate described in the preceding sentence is not announced by the United States Department of the Treasury, or if the Auction is not held, the Treasury Rate for the applicable Interest Determination Date will be the Bond Equivalent Yield of the rate on such Interest Determination Date of Treasury Bills having the Index Maturity specified on the face of this Note set forth in H.15 Daily Update under the caption “U.S. government securities—Treasury bills (secondary market).” If the rate described in the preceding sentence is not so published by 3:00 p.m., New York City

time, on the related Calculation Date, the Treasury Rate for the applicable Interest Determination Date will be the rate on the applicable Interest Determination Date of the applicable Treasury Bills as published in H.15 Daily Update under the caption “U.S. government securities—Treasury bills (secondary market).” If the rate described in the preceding sentence is not so published by 3:00 p.m., New York City time, on the related Calculation Date, the Treasury Rate for the applicable Interest Determination Date will be the rate on such Interest Determination Date calculated by the Calculation Agent as the Bond Equivalent Yield of the arithmetic mean of the secondary market bid rates, as of approximately 3:30 p.m., New York City time, on the applicable Interest Determination Date, of three primary United States government securities dealers (which may include one or more of the Agents, the Calculation Agent or their respective affiliates), selected by the Calculation Agent (after consultation with the Company) for the issue of Treasury Bills with a remaining stated maturity closest to the Index Maturity specified on the face of this Note. If the dealers selected as aforesaid by the Calculation Agent are not quoting as described in the preceding sentence, the Treasury Rate for the applicable Interest Determination Date will be the Treasury Rate in effect on such Interest Determination Date.

- (a) “**Bond Equivalent Yield**” means, in respect of any security with a stated maturity of six months or less, the rate for which is quoted on a bank discount basis, a yield (expressed as a percentage) calculated in accordance with the following formula:

$$\text{Bond Equivalent Yield} = \frac{D \times N \times 100}{360 - (D \times M)}$$

where “D” refers to the applicable per annum rate for Treasury Bills quoted on a bank discount basis and expressed as a decimal; “N” refers to 365 or 366, as the case may be; and “M” refers to the actual number of days in the interest period for which interest is being calculated.

25. Notwithstanding anything to the contrary contained herein or in the Indenture, for purposes of determining the voting rights of a Holder of a Note for which the principal thereof is determined by reference to the price or prices of specified commodities or stocks, interest rate indices, interest rate swap or exchange rate swap indices, the exchange rate of one or more specified currencies relative to another currency or such other price, exchange rate or other financial index or indices as may be specified on the face of this Note and/or in an Addendum attached hereto (a “**Principal Indexed Note**”), the principal amount of any such Principal Indexed Note will be deemed to be equal to the face amount thereof upon issuance. The method for determining the amounts, if any, payable on Interest Payment Dates and at Maturity on a Principal Indexed Note will be specified in an attached Addendum.
26. The Indenture contains provisions for defeasance at any time of (i) the entire indebtedness of, and all other obligations under, the Notes, subject to the survival of specified provisions of the Indenture, or (ii) certain restrictive covenants and Events of Default with respect to the Notes, in each case upon compliance with certain conditions set forth in the Indenture.
27. If an Event of Default with respect to the Notes shall occur and be continuing, the principal of all the Notes may be declared, and in certain cases shall automatically become, due and payable in the manner and with the effect provided in the Indenture.
28. The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in aggregate principal amount of the Securities at the time Outstanding. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Securities at the time Outstanding, on behalf of the Holders of all the Securities, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

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29. Notwithstanding any other provision in the Indenture, this Note or the Addendum attached hereto, the Holder of this Note has the right, which is absolute and unconditional, to receive payment of the principal of, premium, if any, and interest, if any, on, and any Additional Amounts, if any, with respect to, this Note on the respective due dates expressed in this Note (including the Redemption Date, Repayment Date and the Change of Control Payment Date, as applicable) and to institute suit for the enforcement of any such payment, and such rights will not be impaired without the consent of such Holder.
 30. As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note is registrable in the Security Register, upon surrender of this Note for registration of transfer at the office or agency of the Company in any place where the principal of, any premium and interest on or any Additional Amounts with respect to this Note are payable, (if so required by the Company or the Trustee) duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or the Holder's attorney duly authorized in writing, and thereupon one or more new Notes, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.
 31. At the request of the Holder of this Note or Trustee, the Calculation Agent shall provide to the Holder or the Trustee, as applicable, the interest rate hereon then in effect and, if determined, the interest rate which will become effective as of the next Interest Reset Date.
 32. The Company may reopen this issue of Notes by issuing additional Securities with the same terms as this issue of Notes, except that the additional Securities shall bear interest from and including the last date to which interest has been paid on this issue of Notes or from and including the Issue Date specified on the face of this Note, if no interest has been paid. Any additional Securities so issued will be considered for all purposes part of the same issue of Notes.
 33. Unless otherwise specified in an Addendum attached hereto, if this Note is an Add On Security, notwithstanding anything to the contrary in this Note, interest on this Note shall accrue from and including the Initial Interest Accrual Date specified on the face of this Note; and for purposes of all interest calculations, references to Issue Date in this Note shall be replaced with a reference to the Initial Interest Accrual Date specified on the face of this Note. If this Note is an Add On Security, this Note shall be considered for all purposes part of the same issue of Notes that has been reopened.
 34. Unless otherwise indicated on the face of this Note and/or in an Addendum attached hereto, Holders may elect to have their Notes repurchased upon a Change of Control Repurchase Event as described below.
 - (a) If a Change of Control Repurchase Event occurs, unless the Company has exercised its right, if any, to redeem all of the Notes pursuant to the terms of this Note, the Company will make an offer to purchase all the Notes (the "Change of Control Offer") at a purchase price in cash equal to 101% of the principal amount of the Notes plus accrued and unpaid interest, if any, to the date of purchase (the "Change of Control Payment"). Within 30 days following the date upon which the Change of Control Repurchase Event occurred, or at the Company's option, prior to any Change of Control but after the public announcement of the pending Change of Control, unless the Company has exercised its right, if any, to redeem all of the Notes pursuant to the terms of this Note, the Company will mail a notice of such Change of Control Offer to each Holder or otherwise give notice, which will govern the terms of the Change of Control Offer, in accordance with the applicable procedures of DTC, with a copy to the Trustee, stating:
 - (i) that a Change of Control Offer is being made pursuant to this paragraph 34 of this Note and that all Notes validly tendered pursuant to such Change of Control Offer will be accepted for purchase by the Company at a purchase price in cash equal to 101% of the principal amount of such Notes plus accrued and unpaid interest, if any, to the date of purchase;

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- (ii) the purchase date (which shall be no earlier than 30 days nor later than 60 days from the date such notice is mailed or given, other than as may be required by law) (the “Change of Control Payment Date”);
 - (iii) if sent or given prior to the date of consummation of the Change of Control, that the Change of Control Offer is conditioned on the Change of Control being consummated on or prior to the Change of Control Payment Date; *provided*, that if a Change of Control is consummated after a proposed Change of Control Payment Date and such Change of Control Offer is therefore not consummated, the Company shall make a Change of Control Offer in accordance with this paragraph 34 within 30 days following the later of the consummation of such Change of Control or a Below Investment Grade Rating Event;
 - (iv) that Notes must be tendered in multiples of the Minimum Incremental Denomination and any Note not validly tendered will remain outstanding and continue to accrue interest;
 - (v) that, unless the Company defaults in the payment of the Change of Control Payment, any Note accepted for payment pursuant to the Change of Control Offer will cease to accrue interest on and after the Change of Control Payment Date;
 - (vi) that Holders electing to have any Notes purchased pursuant to a Change of Control Offer will be required to surrender such Notes, with the form entitled “Option of Holder to Elect Purchase” attached hereto, to the Paying Agent specified in the notice at the address specified in the notice, or transfer their Notes to the Paying Agent by book-entry transfer pursuant to the applicable procedures of the Paying Agent, prior to the close of business on the third Business Day preceding the Change of Control Payment Date;
 - (vii) that Holders shall be entitled to withdraw their tendered Notes and their election to require the Company to purchase such Notes; *provided*, that the Paying Agent receives at the address specified in the notice, not later than the close of business on the 30th day following the date of the Change of Control notice, a telegram, facsimile transmission or letter setting forth the name of the Holder of the Notes, the principal amount of Notes tendered for purchase, and a statement that such Holder is withdrawing its tendered Notes and its election to have such Notes purchased;
 - (viii) that if a Holder is tendering less than all of its Notes, such Holder will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered (the unpurchased portion of the Notes must be equal to the Minimum Denomination or an integral multiple of the Minimum Incremental Denomination in excess thereof); and
 - (ix) the other instructions, as determined by the Company, consistent with this paragraph 34 that a Holder must follow.

The notice, if mailed or given in a manner herein provided, shall be conclusively presumed to have been given, whether or not the Holder receives such notice. If (A) the notice is mailed or given in a manner herein provided and (B) any Holder fails to receive such notice or a Holder receives such notice but it is defective, such Holder’s failure to receive such notice or such defect shall not affect the validity of the proceedings for the purchase of the Notes as to all other Holders that properly received such notice without defect.

- (b) On the Change of Control Payment Date, the Company will, to the extent lawful:
 - (i) accept for payment all Notes or portions of Notes (of integral multiples of the Minimum Incremental Denomination thereof) validly tendered pursuant to the Change of Control Offer;

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- (ii) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes so tendered;
 - (iii) deliver or cause to be delivered to the Trustee for cancellation the Notes so accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Company in accordance with this paragraph 34; and
 - (iv) deliver to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for in the Indenture relating to the making of such Change of Control Payment have been complied with.
 - (c) The Paying Agent will promptly pay to each Holder of Notes so tendered the Change of Control Payment for such Notes, and the Trustee will promptly authenticate, upon receipt of an authentication order, and mail (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; provided, that each such new Note will be in a principal amount equal to the Minimum Denomination or integral multiples of the Minimum Incremental Denomination in excess thereof.
 - (d) If the Change of Control Payment Date is on or after a Regular Record Date, but on or prior to the related Interest Payment Date, any accrued and unpaid interest to the Change of Control Payment Date shall be paid on the Change of Control Payment Date to the Person in whose name a Note is registered at the close of business on such Regular Record Date.
 - (e) Prior to making a Change of Control Payment, and as a condition to such payment (i) the requisite holders of each issue of indebtedness issued under an indenture or other agreement that would be violated by the making of such payment shall have consented to such Change of Control Payment being made and waived the event of default, if any, caused by the Change of Control or (ii) the Company will repay all outstanding indebtedness issued under an indenture or other agreement that would be violated by the making of a Change of Control Payment or the Company will offer to repay all such indebtedness, make payment to the holders of such indebtedness that accept such offer and obtain waivers from the requisite remaining holders of such indebtedness of any event of default arising under the relevant indenture or other agreement as a result of the Change of Control. The Company covenants to effect such repayment or obtain such consent prior to making a Change of Control Payment, it being a default of this paragraph 34 if the Company fails to comply with such covenant.
 - (f) The Company will not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this paragraph 34 applicable to a Change of Control Offer made by the Company and such third party purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.
 - (g) The Company will comply, to the extent applicable, with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Indenture by virtue of the conflict.
 - (h) Other than as specifically provided in this paragraph 34, any purchase pursuant to this paragraph 34 shall be made pursuant to the provisions of Sections 11.03, 11.05 and 11.07 of the Indenture.
 - (i) Notwithstanding anything to the contrary in the foregoing clauses (a) through (h), the Company's obligation to make a Change of Control Offer may, subject to Section 9.02 of the Indenture, be waived or modified with the written consent of the Holders of a majority in principal amount of the Securities.

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35. The Company may acquire Notes by means other than a redemption, whether by tender offer, open market purchases, negotiated transactions or otherwise, in accordance with applicable securities laws, so long as such acquisition does not otherwise violate the terms of the Indenture.
36. Any provision contained herein with respect to the determination of an Interest Rate Basis, the specification of Interest Rate Basis, calculation of the Interest Rate applicable to this Note, its payment dates or any other matter relating hereto may be modified as specified in an Addendum relating hereto. References herein to “this Note,” “hereof,” “herein,” “as specified above” or similar language of like import shall include any Addendums to this Note.
37. As used herein, and unless otherwise specified in an Addendum attached hereto:

“Agents” means each of the distribution agents appointed by the Company from time to time with respect to the issuance and sale of Securities.

“Below Investment Grade Rating Event” means that at any time within 60 days (which period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies) from the date of the public notice of a Change of Control or of the Company’s intention or that of any Person to effect a Change of Control, the rating on the Notes is lowered, and the Notes are rated below an Investment Grade Rating, by (x) one Rating Agency if the Notes are rated by less than two Rating Agencies, (y) both Rating Agencies if the Notes are rated by two Rating Agencies or (z) at least a majority of such Rating Agencies if the Notes are rated by three or more Rating Agencies; *provided*, that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Repurchase Event hereunder) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee in writing at its request that the reduction in the rating of the Notes was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event);

“Business Day” means for CMS Rate Securities and CMT Rate Securities, any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities, and, with respect to all other Securities:

- for floating rate Securities for which LIBOR is not an applicable Interest Rate Basis: any day other than a Saturday or Sunday, that is neither a legal holiday nor a day on which commercial banks are authorized or required by law, regulation or executive order to close in The City of New York (a “New York Business Day”);
- for floating rate Securities for which LIBOR is an applicable Interest Rate Basis: a day that is both (x) a day on which commercial banks are open for business, including dealings in the designated Index Currency (as defined below), in London (a “London Banking Day”) and (y) a New York Business Day;

provided, however, that:

- if the Specified Currency is other than U.S. dollars and euros: the day is also a day other than a day on which commercial banks are authorized or required by law, regulation or executive order to close in the Principal Financial Center (as defined below) of the country issuing the Specified Currency (a “Principal Financial Center Business Day”);

• if the Specified Currency is euros: the day is also a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System or any successor thereto is open;

“Calculation Date” means, unless otherwise indicated on the face of this Note, pertaining to any Interest Determination Date, the earlier of (i) the tenth calendar day after such Interest Determination Date or, if such day is not a Business Day, the next succeeding Business Day, or (ii) the Business Day preceding the applicable Interest Payment Date or date of Maturity, as the case may be. All calculations on this Note will be made by the Calculation Agent specified on the face of this Note or such successor thereto as is duly appointed by the Company;

“Change of Control” means, the occurrence of any one of the following:

• a “person” or “group” within the meaning of Section 13(d) of the Exchange Act other than the Company, a direct or indirect Subsidiary, or any employee or executive benefit plan of the Company and/or its Subsidiaries, has become the “beneficial owner,” as defined in Rule 13d-3 under the Exchange Act, of the Company’s Common Stock representing more than 50% of the total voting power of all Common Stock of the Company then outstanding and constituting Voting Stock;

• the consummation of (i) any consolidation or merger of the Company pursuant to which the Company’s Common Stock will be converted into the right to obtain cash, securities of a Person other than the Company, or other property; or (ii) any sale, lease or other transfer in one transaction or a series of related transactions of all or substantially all of the consolidated assets of the Company and its Subsidiaries, taken as a whole, to any other Person other than a direct or indirect Subsidiary of the Company; *provided*, that Aircraft Asset leasing in the ordinary course of business of the Company or any of its Subsidiaries shall not be considered the leasing of “all or substantially all” of the Company’s consolidated assets; *provided further, however*, that a transaction described in clause (i) or (ii) in which the holders of the Company’s Common Stock immediately prior to such transaction own or hold, directly or indirectly, more than 50% of the voting power of all Common Stock of the continuing or surviving corporation or the transferee, or the parent thereof, outstanding immediately after such transaction and constituting Voting Stock shall not constitute a Change of Control; or

• the adoption of a plan relating to the Company’s liquidation or dissolution;

“Change of Control Repurchase Event” means the occurrence of both a Change of Control and a Below Investment Grade Rating Event;

“Common Stock” shall mean and include any class of capital stock of any corporation now or hereafter authorized, the right of which to share in distributions of either earnings or assets of such corporation is without limit as to any amount or percentage;

“DTC” means The Depository Trust Company;

“Index Currency” means the currency for which LIBOR will be calculated as specified on the face of this Note. If no currency is specified, the Index Currency will be U.S. dollars;

“Interest Calculation Period” means with respect to any period, the period from and including the most recent Interest Reset Date (or from and including the Issue Date in the case of the first Interest Reset Date), to but excluding the next succeeding Interest Reset Date for which accrued interest is being calculated;

“Interest Reset Period” means the period from and including the Issue Date to but excluding the First Interest Reset Date specified on the face of this Note and thereafter, each succeeding period from and including an Interest Reset Date to but excluding the immediately following Interest Reset Date.

“Investment Grade Rating” means a rating equal to or higher than BBB- by S&P, or the equivalent of any other Rating Agency, as applicable, or in each case the equivalent under any successor category of such Rating Agency;

“Principal Financial Center” means: (1) the capital city of the country issuing the Specified Currency, except that with respect to U.S. dollars, Australian dollars, Canadian dollars, euro, New Zealand dollars, South African rand and Swiss francs, the Principal Financial Center will be The City of New York, Sydney, Toronto, London, Wellington, Johannesburg and Zurich, respectively, or (2) the capital city of the country to which the Index Currency relates, except that with respect to U.S. dollars, Australian dollars, Canadian dollars, euro, New Zealand dollars, South African rand and Swiss francs, the Principal Financial Center will be The City of New York, Sydney, Toronto, London, Wellington, Johannesburg and Zurich, respectively;

“Rating Agency” means S&P and any additional rating agency that provides a rating with respect to the Notes and is a “nationally recognized statistical rating organization” as defined in Section 3(a)(62) of the Exchange Act (“NRSRO”); *provided*, that if any such Rating Agency ceases to provide rating services to issuers or investors, the Company may appoint a replacement for such Rating Agency that is a NRSRO;

“S&P” means Standard & Poor’s Ratings Services or any successor to its rating agency business;

“Specified Currency” means the currency specified on the face of this Note, in which this particular Note is denominated or payable (or, if the currency is no longer legal tender for the payment of public and private debts, any other currency of the relevant country or entity which is then legal tender for the payment of such debts); and

“Voting Stock” means Capital Stock of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect the corporate directors (or Persons performing similar functions).

38. The Notes are issuable only in registered form without coupons in denominations equal to the Minimum Denomination specified on the face of this Note and higher integral multiples of the Minimum Incremental Denomination specified on the face of this Note (unless otherwise specified in an Addendum attached hereto). The Company will specify the minimum denominations for Notes denominated in a foreign currency in an Addendum attached hereto. As provided in the Indenture and subject to certain limitations therein set forth, the Notes are exchangeable for a like aggregate principal amount of Notes of any authorized denomination, as requested by the Holder surrendering the same.
39. No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.
40. Prior to due presentment of this Note for registration of transfer, the Company, the Trustee and any agent thereof may treat the Person in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note be overdue, and none of the Company, the Trustee or any such agent shall be affected by notice to the contrary.
41. All terms used in this Note that are not defined herein and are defined in the Indenture shall have the meanings assigned to them in the Indenture.
42. The Indenture and this Note are governed by and construed in accordance with the laws of the State of New York.
43. The provisions of this Note (including any Addendum attached hereto) shall supersede any conflicting provisions in the Indenture with respect to the Notes.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned assigns and transfers this Note to:

(Insert assignee's social security or tax identification number)

(Insert address and zip code of assignee)

and irrevocably appoints _____ as agent to transfer this Note on the Security Register. The agent may substitute another to act for him or her.

Dated:

Signature:

Signature Guarantee:

(Sign exactly as your name appears on the other side of this Note)

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Security Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Security Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Company pursuant to a Change of Control Repurchase Event as described in paragraph 34 of this Note, check the box below:

Elect to have Notes repurchased pursuant to a Change of Control Repurchase Event

If you want to elect to have only part of this Note purchased by the Company pursuant to paragraph 34 of this Note, state the amount you elect to have purchased:

\$ _____ (If less than the entire principal amount of this Note is to be repaid, specify the portion hereof (which shall be integral multiples of the Minimum Incremental Denomination) which the Holder elects to have repaid and specify the denomination or denominations (which shall be equal to at least the Minimum Denomination or higher integral multiples of the Minimum Incremental Denomination in excess thereof) of the Notes to be issued to the Holder for the portion of this Note not being repaid (in the absence of any such specification, one such Note will be issued for the portion not being repaid).

Date: _____

Your Signature: _____
(Sign exactly as your name appears on the face of this Note)

Tax Identification No.: _____

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

ADDENDUM

Amendment to Section 1.01 of the Indenture: The following term shall be added to the definitions in Section 1.01 of the Indenture in the right alphabetical order:

“Future Supplemental Indenture” means a future supplemental indenture to the Indenture.

Amendment to Section 9.02 of the Indenture: Except as may be provided in a Future Supplemental Indenture, for the benefit of the Holders of the Notes or of the Securities but no other series of securities issued under the Indenture, whether now or hereafter issued and Outstanding, Section 9.02 of the Indenture is hereby amended with respect to the Notes by the following:

(f) replacing the period at the end of clause (c) thereof with “, or”; and

(g) adding a new clause (d) after the end of clause (c) thereof, as follows: “(d) reduce the premium payable upon the redemption or repurchase of any Note, if applicable, or change the time at which any Note may be redeemed or repurchased, if applicable, as described in the Notes whether through an amendment or waiver of provisions in the covenants, definitions or otherwise (except amendments to the definition of “Change of Control” or “Below Investment Grade Rating Event”).”

Amendment to Section 11.03 of the Indenture: Section 11.03 of the Indenture is hereby amended with respect to the Notes by replacing the words “by pro rata or by lot or such method as the Trustee shall deem fair and appropriate and” with the words “by lot.”

Amendment to Section 13.03 of the Indenture: The covenants provided pursuant to Section 3.01(r), 9.01(b) and 9.01(g) of the Indenture for purposes of Section 13.03(a) of the Indenture are the covenants in paragraph 34 of this Note and Section 5.15, Section 7.04, Section 8.01, Section 10.05 and Section 10.06 of the Indenture.

[Optional Redemption:

This Note is redeemable at the Company’s option as described below:

- (1) *[If a make-whole redemption is applicable:]* At any time prior to [the Optional Redemption Date or Stated Maturity] specified on the face of this Note, the Company may redeem the Notes at its option, in whole or in part, upon notice pursuant to [Section 11.04 of the Indenture or such other notice specified in this Addendum], at a Redemption Price equal to 100% of the aggregate principal amount of the Notes plus the Applicable Premium, plus accrued and unpaid interest, if any, to the Redemption Date.
- (2) *[If a par call feature is applicable:]* On or after the Optional Redemption Date specified on the face of this Note, the Company may redeem the Notes at its option, in whole or in part, at a Redemption Price equal to 100% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, to the Redemption Date.
- (3) Promptly after the determination thereof, the Company shall give the Trustee written notice of the Redemption Price provided for in this Addendum, and the Trustee shall not be responsible for such calculation. If a Note is redeemed on or after a Regular Record Date but on or prior to the related Interest Payment Date, any accrued and unpaid interest to the Redemption Date shall be paid on the Redemption Date to the Person in whose name a Note is registered at the close of business on such Regular Record Date. Unless the Company defaults in payment of the Redemption Price, from and after the Redemption Date, interest will cease to accrue on the Notes or portions thereof called for redemption.
- (4) Except pursuant to this Addendum, the Notes shall not be redeemable at the Company’s option prior to the Stated Maturity.

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- (5) Any redemption pursuant to this Addendum shall be made pursuant to the provisions of Sections 11.01 through 11.07 of the Indenture.
- (6) Any redemption notice may, at the Company's discretion, be subject to one or more conditions precedent, including completion of a corporate transaction. In such event, the related notice of redemption shall describe each such condition and, if applicable, shall state that, at the Company's discretion, the Redemption Date may be delayed until such time as any or all such conditions shall be satisfied or waived (provided that in no event shall such Redemption Date be delayed to a date later than 60 days after the date on which such notice was given), or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied or waived by the Redemption Date, or by the Redemption Date as so delayed.

As used in this Addendum:

“Applicable Premium” means, with respect to a Note on any Redemption Date, the excess, if any, of (x) the present value as of such Redemption Date of (i) 100% of the principal amount of such Note plus (ii) all required interest payments due on such Note through *[if a par call feature is applicable—the Optional Redemption Date][if this Note is not subject to a par call feature—the Stated Maturity]*, assuming such Note matured on such date (excluding accrued but unpaid interest to the Redemption Date), computed using a discount rate equal to the Applicable Treasury Rate as of such Redemption Date plus the basis points as specified on the face of this Note, over (y) the then outstanding principal of such Note; and

“Applicable Treasury Rate” means as of any Redemption Date, the yield to stated maturity at the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent statistical release designated as “H.15” under the caption “Treasury constant maturities” or any successor publication which is published at least weekly by the Board of Governors of the Federal Reserve System (or companion online data resource published by the Board of Governors of the Federal Reserve System) and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity that has become publicly available at least two Business Days prior to the Redemption Date (or, if such statistical release is no longer published, any publicly available source or similar market data)) most nearly equal to the period from the Redemption Date to *[if a par call feature is applicable—the Optional Redemption Date][if this Note is not subject to a par call feature—the Stated Maturity]*; *provided, however*, that if the period from the Redemption Date to *[if a par call feature is applicable—the Optional Redemption Date][if this Note is not subject to a par call feature—the Stated Maturity]* is not equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Applicable Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from the Redemption Date to *[if a par call feature is applicable—the Optional Redemption Date][if this Note is not subject to a par call feature—the Stated Maturity]* is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.]

[Form of Fixed Rate Global Medium-Term Note, Series A]

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO AIR LEASE CORPORATION OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

AIR LEASE CORPORATION

**GLOBAL MEDIUM-TERM NOTE, SERIES A
(Fixed Rate)**

CUSIP: [•]

ISIN: [•]

No. [•]

PRINCIPAL OR FACE AMOUNT:

\$[•]

*** [] CHECK IF A PRINCIPAL INDEXED NOTE ***

IF CHECKED, CALCULATION AGENT: _____

If this is a Principal Indexed Note, references herein to “principal” shall be deemed to be the face amount hereof, except that the amount payable upon Maturity of this Note shall be determined in accordance with the formula or formulas set forth below or in an attached Addendum hereto.

Issue Date:

Stated Maturity:

Interest Rate: %

Interest Payment Dates:

Regular Record Date:

Day Count Convention: 30/360 unless another convention is checked below

[] Actual/360

[] Actual/Actual

Business Day Convention:

Optional Redemption: [] Yes [] No

Optional Redemption Date(s) (including any applicable regular or special record date):

Optional Redemption Price(s):

[See Addendum for optional redemption provisions]

Repayment at Option of Holder: [] Yes [] No

Repayment Date(s):

Repayment Price:

Change of Control Put: [] Yes [] No

Original Issue Discount:

Total Amount of Original Issue Discount:

Yield to Maturity:

Initial Accrual Period:

Specified Currency: [U.S. dollars]

Minimum Denomination/Minimum Incremental Denomination: [\$2,000/\$1,000]

If an Add On Security, check [], and specify:

Initial Interest Accrual Date:

Addendum Attached:

[X] Yes

[] No

Other Provisions: [•]

AIR LEASE CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware (herein called the “Company,” which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., the registered Holder hereof, the Principal or Face Amount (as specified above) or, if this is a Principal Indexed Note, the principal amount as determined in accordance with the terms set forth under “Other Provisions” above and/or in an Addendum attached hereto, on the Stated Maturity specified above (except to the extent redeemed or repaid prior to the Stated Maturity), and to pay interest on the Principal or Face Amount hereof as set forth above at the annual Interest Rate specified above, until the principal hereof is paid or duly made available for payment; *provided*, that any principal, and any such installment of interest, that is overdue shall bear interest at the Interest Rate (to the extent that the payment of such interest shall be legally enforceable), from the dates such amounts are due until they are paid or made available for payment, and such interest shall be payable on demand.

Payment of the principal of and interest on this Note will be made at the office or agency of the Company maintained for that purpose in The City of New York, New York (or, if the Company does not maintain such office or agency, at the corporate trust office of the Trustee in The City of New York or if the Trustee does not maintain an office in The City of New York, at the office of a Paying Agent in The City of New York); *provided, however*, that payment of principal and interest on Global Securities shall be made by wire transfer in accordance with the procedures of the Depository.

Interest on this Note will accrue from and including the most recent Interest Payment Date to which interest has been paid or duly provided for or, if no interest has been paid, from and including the Issue Date specified above to, but excluding, the related Interest Payment Date or Maturity (as defined below), as the case may be. The Company will pay interest on each Interest Payment Date specified above, commencing on the first Interest Payment Date following the Issue Date, and on the Stated Maturity or any Redemption Date (if specified as redeemable above) or any Repayment Date or Change of Control Payment Date (each, if specified as repayable above) (the date of each such Stated Maturity, Redemption Date, Repayment Date and Change of Control Payment Date and the date on which principal or an installment of principal is due and payable by declaration of acceleration or otherwise pursuant to the Indenture being referred to hereinafter as a “Maturity” with respect to principal payable on such

date); *provided, however*, that if the Issue Date is between a Regular Record Date (as defined below) and the next succeeding Interest Payment Date, interest payments will commence on the second Interest Payment Date following the Issue Date; and *provided, further*, that, unless specified otherwise in an Addendum attached hereto, if any Interest Payment Date or Maturity falls on a day that is not a Business Day (this and certain other capitalized terms used herein are defined on the reverse of this Note), any principal, premium or interest payments will be made on the next succeeding Business Day as if made on the date the payment was due (the “Following Business Day Convention”), and no interest on such payment will accrue on the amount payable for the period from and after such Interest Payment Date or Maturity, as the case may be. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such Interest Payment Date. Any such interest so payable but not so punctually paid or duly provided for on any Interest Payment Date (herein called “Defaulted Interest”) will forthwith cease to be payable to the Holder on such Regular Record Date and at the Company’s election, may either be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof to be given to Holders of Notes not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture.

Unless otherwise specified under Specified Currency above and/or in an Addendum attached hereto, this Note will be denominated in U.S. dollars and payments of principal, premium and interest, if any, on this Note will be made in U.S. dollars or in such coin or currency of the United States as at the time of payment is legal tender for payments of public and private debts. If this Note is denominated in a Foreign Currency or if the principal, premium or interest, if any, on this Note is payable in or by reference to a Foreign Currency or in amounts determined by reference to one or more currencies other than that in which this Note is denominated, any other applicable provisions will be included in an Addendum attached hereto. However, unless otherwise specified in an Addendum attached hereto, if any payment in respect of this Note is required to be made in a Foreign Currency and a Conversion Event occurs in respect of such Foreign Currency, then all payments in respect of this Note will be made in U.S. dollars until such currency is again available to the Company or so used. The amounts payable on any date in such currency will be converted into U.S. dollars on the basis of the most recently available market exchange rate for such currency or as otherwise indicated in an Addendum attached hereto. Any payment so made in U.S. dollars will not constitute an Event of Default under the Indenture.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature of one or more authorized signatories, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated: [•]

AIR LEASE CORPORATION

By: [•] _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION
This is one of the Securities of the series designated therein
referred to in the within-mentioned Indenture.

DEUTSCHE BANK TRUST COMPANY AMERICAS, as
Trustee

By: [•] _____
Authorized Signatory

By: [•] _____
Authorized Signatory

[Signature Page to Fixed Rate Global Note]

1. This Note (herein called this “Note” and, together with all such notes having Equivalent Terms, the “Notes”) is one of a duly authorized series of securities of the Company designated as its Medium-Term Notes, Series A (the “Securities”), issued under an Indenture, dated as of November 20, 2018 (herein called the “Indenture”, as may be amended or supplemented from time to time), among the Company, as issuer, and Deutsche Bank Trust Company Americas, as Trustee (herein called the “Trustee,” which term includes any successor trustee with respect to the Securities under the Indenture, and, unless otherwise specified in an Addendum attached hereto, as registrar for the Notes), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities, and of the terms upon which the Securities are, and are to be, authenticated and delivered.
2. This Note is not subject to any sinking fund and will not be redeemable or subject to repayment at the option of the Holder prior to the Stated Maturity, except as provided below.
3. This Note is a senior unsecured obligation of the Company and ranks equally with the other unsecured and unsubordinated indebtedness of the Company.
4. Unless otherwise specified on the face of this Note, interest payments for this Note shall be computed and paid on the basis of a 360-day year of twelve 30-day months. If the Day Count Convention specified on the face of this Note is “Actual/360” or “Actual/Actual,” interest payments for this Note shall be computed on the basis of the actual number of days in the related month and a 360-day year or on the basis of the actual number of days in the related year and month, respectively.
5. Notwithstanding anything to the contrary contained herein or in the Indenture, for purposes of determining the voting rights of a Holder of a Note for which the principal thereof is determined by reference to the price or prices of specified commodities or stocks, interest rate indices, interest rate swap or exchange rate swap indices, the exchange rate of one or more specified currencies relative to another currency or such other price, exchange rate or other financial index or indices as may be specified on the face of this Note and/or in an Addendum attached hereto (a “Principal Indexed Note”), the principal amount of any such Principal Indexed Note will be deemed to be equal to the face amount thereof upon issuance. The method for determining the amounts, if any, payable on Interest Payment Dates and at Maturity on a Principal Indexed Note will be specified in an attached Addendum.
6. The Indenture contains provisions for defeasance at any time of (i) the entire indebtedness of, and all other obligations under, the Notes, subject to the survival of specified provisions of the Indenture, or (ii) certain restrictive covenants and Events of Default with respect to the Notes, in each case upon compliance with certain conditions set forth in the Indenture.
7. If an Event of Default with respect to the Notes shall occur and be continuing, the principal of all the Notes may be declared, and in certain cases shall automatically become, due and payable in the manner and with the effect provided in the Indenture.
8. The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in aggregate principal amount of the Securities at the time Outstanding. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Securities at the time Outstanding, on behalf of the Holders of all the Securities, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

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9. Notwithstanding any other provision in the Indenture, this Note or the Addendum attached hereto, the Holder of this Note has the right, which is absolute and unconditional, to receive payment of the principal of, premium, if any, and interest, if any, on, and any Additional Amounts, if any, with respect to, this Note on the respective due dates expressed in this Note (including the Redemption Date, Repayment Date and the Change of Control Payment Date, as applicable) and to institute suit for the enforcement of any such payment, and such rights will not be impaired without the consent of such Holder.
 10. As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note is registrable in the Security Register, upon surrender of this Note for registration of transfer at the office or agency of the Company in any place where the principal of, any premium and interest on or any Additional Amounts with respect to this Note are payable, (if so required by the Company or the Trustee) duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or the Holder's attorney duly authorized in writing, and thereupon one or more new Notes, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.
 11. The Company may reopen this issue of Notes by issuing additional Securities with the same terms as this issue of Notes, except that the additional Securities shall bear interest from and including the last date to which interest has been paid on this issue of Notes or from and including the Issue Date specified on the face of this Note, if no interest has been paid. Any additional Securities so issued will be considered for all purposes part of the same issue of Notes.
 12. Unless otherwise specified in an Addendum attached hereto, if this Note is an Add On Security, notwithstanding anything to the contrary in this Note, interest on this Note shall accrue from and including the Initial Interest Accrual Date specified on the face of this Note; and for purposes of all interest calculations, references to Issue Date in this Note shall be replaced with a reference to the Initial Interest Accrual Date specified on the face of this Note. If this Note is an Add On Security, this Note shall be considered for all purposes part of the same issue of Notes that has been reopened.
 13. Unless otherwise indicated on the face of this Note and/or in an Addendum attached hereto, Holders may elect to have their Notes repurchased upon a Change of Control Repurchase Event as described below.
 - (a) If a Change of Control Repurchase Event occurs, unless the Company has exercised its right to redeem all of the Notes pursuant to the terms of this Note, if applicable, the Company will make an offer to purchase all the Notes (the "Change of Control Offer") at a purchase price in cash equal to 101% of the principal amount of the Notes plus accrued and unpaid interest, if any, to the date of purchase (the "Change of Control Payment"). Within 30 days following the date upon which the Change of Control Repurchase Event occurred, or at the Company's option, prior to any Change of Control but after the public announcement of the pending Change of Control, unless the Company has exercised its right to redeem all of the Notes pursuant to the terms of this Note, if applicable, the Company will mail a notice of such Change of Control Offer to each Holder or otherwise give notice, which will govern the terms of the Change of Control Offer, in accordance with the applicable procedures of DTC, with a copy to the Trustee, stating:
 - (i) that a Change of Control Offer is being made pursuant to this paragraph 13 of this Note and that all Notes validly tendered pursuant to such Change of Control Offer will be accepted for purchase by the Company at a purchase price in cash equal to 101% of the principal amount of such Notes plus accrued and unpaid interest, if any, to the date of purchase;
 - (ii) the purchase date (which shall be no earlier than 30 days nor later than 60 days from the date such notice is mailed or given, other than as may be required by law) (the "Change of Control Payment Date");

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- (iii) if sent or given prior to the date of consummation of the Change of Control, that the Change of Control Offer is conditioned on the Change of Control being consummated on or prior to the Change of Control Payment Date; *provided*, that if a Change of Control is consummated after a proposed Change of Control Payment Date and such Change of Control Offer is therefore not consummated, the Company shall make a Change of Control Offer in accordance with this paragraph 13 within 30 days following the later of the consummation of such Change of Control or a Below Investment Grade Rating Event;
 - (iv) that Notes must be tendered in multiples of the Minimum Incremental Denomination and any Note not validly tendered will remain outstanding and continue to accrue interest;
 - (v) that, unless the Company defaults in the payment of the Change of Control Payment, any Note accepted for payment pursuant to the Change of Control Offer will cease to accrue interest on and after the Change of Control Payment Date;
 - (vi) that Holders electing to have any Notes purchased pursuant to a Change of Control Offer will be required to surrender such Notes, with the form entitled "Option of Holder to Elect Purchase" attached hereto, to the Paying Agent specified in the notice at the address specified in the notice, or transfer their Notes to the Paying Agent by book-entry transfer pursuant to the applicable procedures of the Paying Agent, prior to the close of business on the third Business Day preceding the Change of Control Payment Date;
 - (vii) that Holders shall be entitled to withdraw their tendered Notes and their election to require the Company to purchase such Notes; *provided*, that the Paying Agent receives at the address specified in the notice, not later than the close of business on the 30th day following the date of the Change of Control notice, a telegram, facsimile transmission or letter setting forth the name of the Holder of the Notes, the principal amount of Notes tendered for purchase, and a statement that such Holder is withdrawing its tendered Notes and its election to have such Notes purchased;
 - (viii) that if a Holder is tendering less than all of its Notes, such Holder will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered (the unpurchased portion of the Notes must be equal to the Minimum Denomination or an integral multiple of the Minimum Incremental Denomination in excess thereof); and
 - (ix) the other instructions, as determined by the Company, consistent with this paragraph 13 that a Holder must follow.

The notice, if mailed or given in a manner herein provided, shall be conclusively presumed to have been given, whether or not the Holder receives such notice. If (A) the notice is mailed or given in a manner herein provided and (B) any Holder fails to receive such notice or a Holder receives such notice but it is defective, such Holder's failure to receive such notice or such defect shall not affect the validity of the proceedings for the purchase of the Notes as to all other Holders that properly received such notice without defect.

- (b) On the Change of Control Payment Date, the Company will, to the extent lawful:
 - (i) accept for payment all Notes or portions of Notes (of integral multiples of the Minimum Incremental Denomination thereof) validly tendered pursuant to the Change of Control Offer;
 - (ii) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes so tendered;
 - (iii) deliver or cause to be delivered to the Trustee for cancellation the Notes so accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Company in accordance with this paragraph 13; and

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- (iv) deliver to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for in the Indenture relating to the making of such Change of Control Payment have been complied with.
- (c) The Paying Agent will promptly pay to each Holder of Notes so tendered the Change of Control Payment for such Notes, and the Trustee will promptly authenticate, upon receipt of an authentication order, and mail (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; provided, that each such new Note will be in a principal amount equal to the Minimum Denomination or integral multiples of the Minimum Incremental Denomination in excess thereof.
- (d) If the Change of Control Payment Date is on or after a Regular Record Date, but on or prior to the related Interest Payment Date, any accrued and unpaid interest to the Change of Control Payment Date shall be paid on the Change of Control Payment Date to the Person in whose name a Note is registered at the close of business on such Regular Record Date.
- (e) Prior to making a Change of Control Payment, and as a condition to such payment (i) the requisite holders of each issue of indebtedness issued under an indenture or other agreement that would be violated by the making of such payment shall have consented to such Change of Control Payment being made and waived the event of default, if any, caused by the Change of Control or (ii) the Company will repay all outstanding indebtedness issued under an indenture or other agreement that would be violated by the making of a Change of Control Payment or the Company will offer to repay all such indebtedness, make payment to the holders of such indebtedness that accept such offer and obtain waivers from the requisite remaining holders of such indebtedness of any event of default arising under the relevant indenture or other agreement as a result of the Change of Control. The Company covenants to effect such repayment or obtain such consent prior to making a Change of Control Payment, it being a default of this paragraph 13 if the Company fails to comply with such covenant.
- (f) The Company will not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this paragraph 13 applicable to a Change of Control Offer made by the Company and such third party purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.
- (g) The Company will comply, to the extent applicable, with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Indenture by virtue of the conflict.
- (h) Other than as specifically provided in this paragraph 13, any purchase pursuant to this paragraph 13 shall be made pursuant to the provisions of Sections 11.03, 11.05 and 11.07 of the Indenture.
- (i) Notwithstanding anything to the contrary in the foregoing clauses (a) through (h), the Company's obligation to make a Change of Control Offer may, subject to Section 9.02 of the Indenture, be waived or modified with the written consent of the Holders of a majority in principal amount of the Securities.

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14. The Company may acquire Notes by means other than a redemption, whether by tender offer, open market purchases, negotiated transactions or otherwise, in accordance with applicable securities laws, so long as such acquisition does not otherwise violate the terms of the Indenture.
 15. Any provision contained herein with respect to the calculation of the rate of interest applicable to this Note, its payment dates or any other matter relating hereto may be modified as specified in an Addendum relating hereto. References herein to “this Note,” “hereof,” “herein,” “as specified above” or similar language of like import shall include any Addendums to this Note.
 16. As used herein, and unless otherwise specified in an Addendum attached hereto:

“Below Investment Grade Rating Event” means that at any time within 60 days (which period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies) from the date of the public notice of a Change of Control or of the Company’s intention or that of any Person to effect a Change of Control, the rating on the Notes is lowered, and the Notes are rated below an Investment Grade Rating, by (x) one Rating Agency if the Notes are rated by less than two Rating Agencies, (y) both Rating Agencies if the Notes are rated by two Rating Agencies or (z) at least a majority of such Rating Agencies if the Notes are rated by three or more Rating Agencies; *provided*, that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Repurchase Event hereunder) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee in writing at its request that the reduction in the rating of the Notes was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event);

“Business Day” means:

- if the Specified Currency is U.S. dollars: any day other than a Saturday or Sunday, that is neither a legal holiday nor a day on which commercial banks are authorized or required by law, regulation or executive order to close in The City of New York (a “New York Business Day”);
- if the Specified Currency is other than U.S. dollars and euros: a day that is both (x) a day other than a day on which commercial banks are authorized or required by law, regulation or executive order to close in the Principal Financial Center (as defined below) of the country issuing the Specified Currency (as indicated on the face of this Note) and (y) a New York Business Day; and
- if the Specified Currency is euros: a day that is both (x) a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System or any successor thereto is open and (y) a New York Business Day;

“Change of Control” means, the occurrence of any one of the following:

- a “person” or “group” within the meaning of Section 13(d) of the Exchange Act other than the Company, a direct or indirect Subsidiary, or any employee or executive benefit plan of the Company and/or its Subsidiaries, has become the “beneficial owner,” as defined in Rule 13d-3 under the Exchange Act, of the Company’s Common Stock representing more than 50% of the total voting power of all Common Stock of the Company then outstanding and constituting Voting Stock;
- the consummation of (i) any consolidation or merger of the Company pursuant to which the Company’s Common Stock will be converted into the right to obtain cash, securities of a Person other than the Company, or other property; or (ii) any sale, lease or other transfer in one transaction or a series of related transactions of all or substantially all of the consolidated assets of the Company and its Subsidiaries, taken as a whole, to any other Person other than a direct or indirect Subsidiary of the Company; *provided*, that Aircraft Asset leasing in the ordinary course of business of the Company or any of its Subsidiaries shall not be considered the

leasing of “all or substantially all” of the Company’s consolidated assets; *provided, further*, however, that a transaction described in clause (i) or (ii) in which the holders of the Company’s Common Stock immediately prior to such transaction own or hold, directly or indirectly, more than 50% of the voting power of all Common Stock of the continuing or surviving corporation or the transferee, or the parent thereof, outstanding immediately after such transaction and constituting Voting Stock shall not constitute a Change of Control; or

- the adoption of a plan relating to the Company’s liquidation or dissolution;

“Change of Control Repurchase Event” means the occurrence of both a Change of Control and a Below Investment Grade Rating Event;

“Common Stock” shall mean and include any class of capital stock of any corporation now or hereafter authorized, the right of which to share in distributions of either earnings or assets of such corporation is without limit as to any amount or percentage;

“DTC” means The Depository Trust Company;

“Investment Grade Rating” means a rating equal to or higher than BBB- by S&P, or the equivalent of any other Rating Agency, as applicable, or in each case the equivalent under any successor category of such Rating Agency;

“Principal Financial Center” means: the capital city of the country issuing the Specified Currency, except that with respect to U.S. dollars, Australian dollars, Canadian dollars, euro, New Zealand dollars, South African rand and Swiss francs, the Principal Financial Center will be The City of New York, Sydney, Toronto, London, Wellington, Johannesburg and Zurich, respectively;

“Rating Agency” means S&P and any additional rating agency that provides a rating with respect to the Notes and is a “nationally recognized statistical rating organization” as defined in Section 3(a)(62) of the Exchange Act (“NRSRO”); *provided*, that if any such Rating Agency ceases to provide rating services to issuers or investors, the Company may appoint a replacement for such Rating Agency that is a NRSRO;

“S&P” means Standard & Poor’s Ratings Services or any successor to its rating agency business;

“Specified Currency” means the currency specified on the face of this Note, in which this particular Note is denominated or payable (or, if the currency is no longer legal tender for the payment of public and private debts, any other currency of the relevant country or entity which is then legal tender for the payment of such debts); and

“Voting Stock” means Capital Stock of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect the corporate directors (or Persons performing similar functions).

17. The Notes are issuable only in registered form without coupons in denominations equal to the Minimum Denomination specified on the face of this Note and higher integral multiples of the Minimum Incremental Denomination specified on the face of this Note (unless otherwise specified in an Addendum attached hereto). The Company will specify the minimum denominations for Notes denominated in a foreign currency in an Addendum attached hereto. As provided in the Indenture and subject to certain limitations therein set forth, the Notes are exchangeable for a like aggregate principal amount of Notes of any authorized denomination, as requested by the Holder surrendering the same.
18. No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.
19. Prior to due presentment of this Note for registration of transfer, the Company, the Trustee and any agent thereof may treat the Person in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note be overdue, and none of the Company, the Trustee or any such agent shall be affected by notice to the contrary.

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20. All terms used in this Note that are not defined herein and are defined in the Indenture shall have the meanings assigned to them in the Indenture.
 21. The Indenture and this Note are governed by and construed in accordance with the laws of the State of New York.
 22. The provisions of this Note (including any Addendum attached hereto) shall supersede any conflicting provisions in the Indenture with respect to the Notes.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned assigns and transfers this Note to:

(Insert assignee's social security or tax identification number)

(Insert address and zip code of assignee)

and irrevocably appoints
for him or her.

as agent to transfer this Note on the Security Register. The agent may substitute another to act

Dated:

Signature: _____

Signature Guarantee: _____

(Sign exactly as your name appears on the other side of this Note)

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Security Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Security Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Company pursuant to a Change of Control Repurchase Event as described in paragraph 13 of this Note, check the box below:

Elect to have Notes repurchased pursuant to a Change of Control Repurchase Event

If you want to elect to have only part of this Note purchased by the Company pursuant to paragraph 13 of this Note, state the amount you elect to have purchased:

\$ (If less than the entire principal amount of this Note is to be repaid, specify the portion hereof (which shall be integral multiples of the Minimum Incremental Denomination) which the Holder elects to have repaid and specify the denomination or denominations (which shall be equal to at least the Minimum Denomination or higher integral multiples of the Minimum Incremental Denomination in excess thereof) of the Notes to be issued to the Holder for the portion of this Note not being repaid (in the absence of any such specification, one such Note will be issued for the portion not being repaid).

Date: _____

Your Signature: _____
(Sign exactly as your name appears on the face of this Note)

Tax Identification No.: _____

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

ADDENDUM

Amendment to Section 1.01 of the Indenture: The following term shall be added to the definitions in Section 1.01 of the Indenture in the right alphabetical order:

“Future Supplemental Indenture” means a future supplemental indenture to the Indenture.

Amendment to Section 9.02 of the Indenture: Except as may be provided in a Future Supplemental Indenture, for the benefit of the Holders of the Notes or of the Securities but no other series of securities issued under the Indenture, whether now or hereafter issued and Outstanding, Section 9.02 of the Indenture is hereby amended with respect to the Notes by the following:

- (f) replacing the period at the end of clause (c) thereof with “, or”; and
- (g) adding a new clause (d) after the end of clause (c) thereof, as follows: “(d) reduce the premium payable upon the redemption or repurchase of any Note, if applicable, or change the time at which any Note may be redeemed or repurchased, if applicable, as described in the Notes, whether through an amendment or waiver of provisions in the covenants, definitions or otherwise (except amendments to the definition of “Change of Control” or “Below Investment Grade Rating Event”).”

Amendment to Section 11.03 of the Indenture: Section 11.03 of the Indenture is hereby amended with respect to the Notes by replacing the words “by pro rata or by lot or such method as the Trustee shall deem fair and appropriate and” with the words “by lot.”

Amendment to Section 13.03 of the Indenture: The covenants provided pursuant to Section 3.01(r), 9.01(b) and 9.01(g) of the Indenture for purposes of Section 13.03(a) of the Indenture are the covenants in paragraph 13 of this Note and Section 5.15, Section 7.04, Section 8.01, Section 10.05 and Section 10.06 of the Indenture.

[Optional Redemption:

This Note is redeemable at the Company’s option as described below:

- (1) *[If a make-whole redemption is applicable:]* At any time prior to [the Optional Redemption Date or Stated Maturity] specified on the face of this Note, the Company may redeem the Notes at its option, in whole or in part, upon notice pursuant to [Section 11.04 of the Indenture or such other notice specified in this Addendum], at a Redemption Price equal to 100% of the aggregate principal amount of the Notes plus the Applicable Premium, plus accrued and unpaid interest, if any, to the Redemption Date.
- (2) *[If a par call feature is applicable:]* On or after the Optional Redemption Date specified on the face of this Note, the Company may redeem the Notes at its option, in whole or in part, at a Redemption Price equal to 100% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, to the Redemption Date.
- (3) Promptly after the determination thereof, the Company shall give the Trustee written notice of the Redemption Price provided for in this Addendum, and the Trustee shall not be responsible for such calculation. If a Note is redeemed on or after a Regular Record Date but on or prior to the related Interest Payment Date, any accrued and unpaid interest to the Redemption Date shall be paid on the Redemption Date to the Person in whose name a Note is registered at the close of business on such Regular Record Date. Unless the Company defaults in payment of the Redemption Price, from and after the Redemption Date, interest will cease to accrue on the Notes or portions thereof called for redemption.
- (4) Except pursuant to this Addendum, the Notes shall not be redeemable at the Company’s option prior to the Stated Maturity.

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- (5) Any redemption pursuant to this Addendum shall be made pursuant to the provisions of Sections 11.01 through 11.07 of the Indenture.
- (6) Any redemption notice may, at the Company's discretion, be subject to one or more conditions precedent, including completion of a corporate transaction. In such event, the related notice of redemption shall describe each such condition and, if applicable, shall state that, at the Company's discretion, the Redemption Date may be delayed until such time as any or all such conditions shall be satisfied or waived (provided that in no event shall such Redemption Date be delayed to a date later than 60 days after the date on which such notice was given), or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied or waived by the Redemption Date, or by the Redemption Date as so delayed.

As used in this Addendum:

“Applicable Premium” means, with respect to a Note on any Redemption Date, the excess, if any, of (x) the present value as of such Redemption Date of (i) 100% of the principal amount of such Note plus (ii) all required interest payments due on such Note through *[if a par call feature is applicable—the Optional Redemption Date]**[if this Note is not subject to a par call feature—the Stated Maturity]*, assuming such Note matured on such date (excluding accrued but unpaid interest to the Redemption Date), computed using a discount rate equal to the Applicable Treasury Rate as of such Redemption Date plus the basis points as specified on the face of this Note, over (y) the then outstanding principal of such Note; and

“Applicable Treasury Rate” means as of any Redemption Date, the yield to stated maturity at the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent statistical release designated as “H.15” under the caption “Treasury constant maturities” or any successor publication which is published at least weekly by the Board of Governors of the Federal Reserve System (or companion online data resource published by the Board of Governors of the Federal Reserve System) and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity that has become publicly available at least two Business Days prior to the Redemption Date (or, if such statistical release is no longer published, any publicly available source or similar market data)) most nearly equal to the period from the Redemption Date to *[if a par call feature is applicable—the Optional Redemption Date]**[if this Note is not subject to a par call feature—the Stated Maturity]*; *provided, however*, that if the period from the Redemption Date to *[if a par call feature is applicable—the Optional Redemption Date]**[if this Note is not subject to a par call feature—the Stated Maturity]* is not equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Applicable Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from the Redemption Date to *[if a par call feature is applicable—the Optional Redemption Date]**[if this Note is not subject to a par call feature—the Stated Maturity]* is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.]

[Form of Floating Rate Global Medium-Term Note, Series A]

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO AIR LEASE CORPORATION OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

AIR LEASE CORPORATION

**GLOBAL MEDIUM-TERM NOTE, SERIES A
(Floating Rate)**

**CUSIP: [•]
ISIN: [•]**

No. [•]

PRINCIPAL OR FACE AMOUNT:

\$[•]

*** [] CHECK IF A PRINCIPAL INDEXED NOTE ***

If this is a Principal Indexed Note, references herein to “principal” shall be deemed to be the face amount hereof, except that the amount payable upon Maturity of this Note shall be determined in accordance with the formula or formulas set forth below or in an attached Addendum hereto.

Issue Date:

Stated Maturity:

Initial Interest Rate: %

Interest Payment Dates:

Regular Record Date:

Calculation Agent:

Interest Calculation:

[] Regular Floating Rate Note

[] Other Floating Rate Note

(See attached Addendum)

Interest Rate Basis:

[] CMS Rate

-
- CMT Rate
 - Commercial Paper Rate
 - Eleventh District Cost of Funds Rate
 - Federal Funds Rate
 - Federal Funds OIS Compound Rate
 - LIBOR
 - Prime Rate
 - Treasury Rate
 - Other (see attached Addendum)

If CMS:

Designated CMS Maturity Index:

If CMT:

Designated CMT Maturity Index:

Designated CMT Reuters Page:

FRBCMT

FEDCMT

If LIBOR:

Designated LIBOR Page:

Index Currency:

If LIBOR or Treasury Rate:

Index Maturity:

Floating Rate Spread (+/-):

Spread Multiplier:

Maximum Interest Rate:

Minimum Interest Rate:

First Interest Reset Date:

Interest Reset Dates:

Interest Rate Reset Period:

Interest Rate Reset Cutoff Date:

Interest Determination Date:

Day Count Convention: Actual/360 unless another convention is checked below.

30/360

Actual/Actual

Business Day Convention:

Following

Modified Following

Optional Redemption: Yes No

Optional Redemption Date(s) (including any applicable regular or special record date):

Optional Redemption Price(s):

[See Addendum for optional redemption provisions]

Repayment at Option of Holder: Yes No

Repayment Date(s):

Repayment Price:

Change of Control Put: Yes No

Original Issue Discount:

Total Amount of Original Issue Discount:

Yield to Maturity:

Initial Accrual Period:

Specified Currency: [U.S. dollars]

Minimum Denomination/Minimum Incremental Denomination: [\$2,000/\$1,000]

If an Add On Security, check , and specify:

Initial Interest Accrual Date:

Addendum Attached:

Yes

No

Other Provisions: [•]

AIR LEASE CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware (herein called the “Company,” which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., the registered Holder hereof, the Principal or Face Amount (as specified above) or, if this is a Principal Indexed Note, the principal amount as determined in accordance with the terms set forth under “Other Provisions” above and/or in an Addendum attached hereto, on the Stated Maturity specified above (except to the extent redeemed or repaid prior to the Stated Maturity), and to pay interest on the Principal or Face Amount hereof as set forth above, at a rate per annum equal to the Initial Interest Rate specified above until the First Interest Reset Date specified above and thereafter at a rate per annum determined in accordance with the provisions hereof and any Addendum relating hereto depending upon the Interest Rate Basis or Bases, if any, and such other terms specified above, until the principal hereof is paid or duly made available for payment; *provided*, that any principal, and any such installment of interest, that is overdue shall bear interest at the interest rate in effect (to the extent that the payment of such interest shall be legally enforceable), from the dates such amounts are due until they are paid or made available for payment, and such interest shall be payable on demand.

Payment of the principal of and interest on this Note will be made at the office or agency of the Company maintained for that purpose in The City of New York, New York (or, if the Company does not maintain such office or agency, at the corporate trust office of the Trustee in The City of New York or if the Trustee does not maintain an office in The City of New York, at the office of a Paying Agent in The City of New York); *provided*, *however*, that payment of principal and interest on Global Securities shall be made by wire transfer in accordance with the procedures of the Depository.

Interest on this Note will accrue from and including the Issue Date specified above, at the rates determined from time to time as specified herein, until the principal hereof has been paid or made available for payment. The Company will pay interest on each Interest Payment Date specified above, commencing on the first Interest Payment Date following the Issue Date, and on the Stated Maturity or any Redemption Date (if specified as redeemable above) or any Repayment Date or Change of Control Payment Date (each, if specified as repayable above) (the date of each such Stated Maturity, Redemption Date, Repayment Date and Change of Control Payment Date and the date on which principal or an installment of principal is due and payable by declaration of acceleration or otherwise pursuant to the Indenture being referred to hereinafter as a “Maturity” with respect to principal payable on such date); *provided, however*, that if the Issue Date is between a Regular Record Date (as defined below) and the next succeeding Interest Payment Date, interest payments will commence on the second Interest Payment Date following the Issue Date; and *provided, further*, unless otherwise specified in an Addendum attached hereto, that if “Following” is specified above under Business Day Convention, if an Interest Payment Date (other than an Interest Payment Date at Maturity) would fall on a day that is not a Business Day (this and certain other capitalized terms used herein are defined on the reverse of the Note), such Interest Payment Date will be the following day that is a Business Day (the “Following Business Day Convention”), and if “Modified Following” is specified above under

Business Day Convention, if an Interest Payment Date (other than an Interest Payment Date at Maturity) would fall on a day that is not a Business Day, such Interest Payment Date will be the following day that is a Business Day unless such next Business Day falls in the next calendar month, in which case such Interest Payment Date will be the next preceding day that is a Business Day (the “Modified Following Business Day Convention”). If any payment is made on a Business Day following the applicable Interest Payment Date (other than an Interest Payment Date at Maturity) pursuant to the preceding sentence, no interest on such payment will accrue on the amount payable for the period from and after such Interest Payment Date to the Business Day on which such payment is made.

If Maturity falls on a day which is not a Business Day, the payment due on such Maturity will be paid on the next succeeding Business Day with the same force and effect as if made on such Maturity and no interest will accrue with respect to such payment for the period from and after such Maturity to the date of that payment on the next succeeding Business Day. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such Interest Payment Date. Any such interest so payable but not so punctually paid or duly provided for on any Interest Payment Date (herein called “Defaulted Interest”) will forthwith cease to be payable to the Holder on such Regular Record Date and at the Company’s election, may either be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof to be given to Holders of Notes not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture.

Unless otherwise specified under Specified Currency above and/or in an Addendum attached hereto, this Note will be denominated in U.S. dollars and payments of principal, premium and interest, if any, on this Note will be made in U.S. dollars or in such coin or currency of the United States as at the time of payment is legal tender for payments of public and private debts. If this Note is denominated in a Foreign Currency or if the principal, premium or interest, if any, on this Note is payable in or by reference to a Foreign Currency or in amounts determined by reference to one or more currencies other than that in which this Note is denominated, any other applicable provisions will be included in an Addendum attached hereto. However, unless otherwise specified in an Addendum attached hereto, if any payment in respect of this Note is required to be made in a Foreign Currency, and a Conversion Event occurs in respect of such Foreign Currency, then all payments in respect of this Note will be made in U.S. dollars until such currency is again available to the Company or so used. The amounts payable on any date in such currency will be converted into U.S. dollars on the basis of the most recently available market exchange rate for such currency or as otherwise indicated in an Addendum attached hereto. Any payment so made in U.S. dollars will not constitute an Event of Default under the Indenture.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature of one or more authorized signatories, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated: [•]

AIR LEASE CORPORATION

By: [•] _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

By: [•] _____
Authorized Signatory

By: [•] _____
Authorized Signatory

[Signature Page to Floating Rate Global Note]

[FORM OF REVERSE OF NOTE]

1. This Note (herein called this “Note” and, together with all such notes having Equivalent Terms, the “Notes”) is one of a duly authorized series of securities of the Company designated as its Medium-Term Notes, Series A (the “Securities”), issued under an Indenture, dated as of November 20, 2018 (herein called the “Indenture”, as may be amended or supplemented from time to time), among the Company, as issuer, and Deutsche Bank Trust Company Americas, as Trustee (herein called the “Trustee,” which term includes any successor trustee with respect to the Securities under the Indenture, and, unless otherwise specified in an Addendum attached hereto, as registrar for the Notes), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities, and of the terms upon which the Securities are, and are to be, authenticated and delivered.
2. This Note is not subject to any sinking fund and will not be redeemable or subject to repayment at the option of the Holder prior to the Stated Maturity, except as provided below.
3. This Note is a senior unsecured obligation of the Company and ranks equally with the other unsecured and unsubordinated indebtedness of the Company.
4. The interest rate borne by this Note will be determined as follows:
 - (a) If this Note is designated as a Regular Floating Rate Note, then, except as described below, this Note will bear interest at the rate determined by reference to the applicable Interest Rate Basis or Bases designated on the face of this Note (i) plus or minus the applicable Floating Rate Spread, if any, and/or (ii) multiplied by the applicable Spread Multiplier, if any, specified and applied in the manner described on the face of this Note. The interest rate in effect for the period from the Issue Date to the First Interest Reset Date will be the Initial Interest Rate. Commencing on the First Interest Reset Date, the rate at which interest on this Note is payable will be reset as of each Interest Reset Date specified on the face of this Note.
 - (b) Notwithstanding the foregoing, if this Note is designated on the face of this Note as having an Addendum attached, the Note will bear interest in accordance with the terms described in such Addendum. If interest on this Note is to be calculated in accordance with the terms of an attached Addendum, unless otherwise specified in such Addendum, the interest rate in effect for the period from the Issue Date to the First Interest Reset Date will be the Initial Interest Rate and commencing on the First Interest Reset Date, the rate at which interest on this Note is payable will be reset as of each Interest Reset Date specified on the face of this Note.
5. Unless otherwise specified on the face of this Note and/or in an Addendum attached hereto, the “Interest Reset Date” for this Note, if applicable, will be as follows: if the interest rate resets daily, each Business Day; if the interest rate resets weekly, the Wednesday of each week, except if the Interest Rate Basis for this Note is the Treasury Rate the interest rate will reset on the Tuesday of each week; if the interest rate resets monthly, the third Wednesday of each month, except if the Interest Rate Basis for this Note is the Eleventh District Cost of Funds Rate the interest rate will reset on the first calendar day of the month; if the interest rate resets quarterly, the third Wednesday of March, June, September and December of each year; if the interest rate resets semiannually, the third Wednesday of the two months specified on the face of this Note; and if the interest rate resets annually, the third Wednesday of the month specified on the face of this Note.
6. Unless otherwise specified in an Addendum attached hereto, if “Following” is specified on the face of this Note under Business Day Convention, if any Interest Reset Date (which term includes the First Interest Reset Date unless the context otherwise requires) would otherwise be a day that is not a Business Day, such Interest Reset Date will follow the Following Business Day Convention, and if “Modified Following” is

specified on the face of this Note under Business Day Convention, if any Interest Reset Date (which term includes the First Interest Reset Date unless the context otherwise requires) would otherwise be a day that is not a Business Day, such Interest Reset Date will follow the Modified Following Business Day Convention.

7. Except as provided on the face of this Note, in an Addendum attached hereto or after giving effect to an Interest Rate Reset Cutoff Date as provided below, the interest rate in effect on each day will be (a) if such day is an Interest Reset Date, the interest rate determined on the related Interest Determination Date (as defined below) immediately preceding such Interest Reset Date or (b) if such day is not an Interest Reset Date, the interest rate determined on the related Interest Determination Date immediately preceding the most recent Interest Reset Date.
8. Unless otherwise specified in an Addendum attached hereto, if an "Interest Rate Reset Cutoff Date" is specified on the face hereof, beginning on the Interest Rate Reset Cutoff Date, the interest rate for this Note on each day from and including the Interest Rate Reset Cutoff Date to but excluding the next Interest Payment Date will be determined based on the Interest Rate Basis in effect on the Interest Rate Reset Cutoff Date.
9. Notwithstanding the foregoing, the interest rate hereon will not be greater than the Maximum Interest Rate, if any, or less than the Minimum Interest Rate, if any, specified on the face hereof. The Calculation Agent shall calculate the interest rate hereon in accordance with the foregoing on or before each Calculation Date. The interest rate on this Note will in no event be higher than the maximum rate permitted by New York law, as the same may be modified by United States laws of general application.
10. Interest payments on this Note on any Interest Payment Date will equal the amount of interest accrued from and including the immediately preceding Interest Payment Date in respect of which interest has been paid (or from and including the Issue Date, if no interest has been paid), to but excluding the related Interest Payment Date; provided, however, that the interest payments on Maturity will include interest accrued to but excluding the date of Maturity.
11. Unless otherwise specified in an Addendum attached hereto, this Note will accrue interest on an "Actual/360" basis, an "Actual/Actual" basis, or a "30/360" basis, as specified on the face hereof, in each case, from the period from the Issue Date to the date of Maturity. If no Day Count Convention is specified on the face hereof or in an Addendum attached hereto, interest on this Note will be paid on an "Actual/360" basis. If this Note is calculated on an Actual/360 basis or an Actual/Actual basis, accrued interest for each Interest Calculation Period, as defined below, will be calculated by multiplying:
 - the face amount of this Note;
 - the applicable interest rate; and
 - the actual number of days in the related Interest Calculation Period

and dividing the resulting product by 360 or 365, as applicable; or with respect to an Actual/Actual basis Note, if any portion of the related Interest Calculation Period falls in a leap year, the product of (i) the face amount of this Note and (ii) the applicable interest rate will be multiplied by the sum of:

- the actual number of days in that portion of the related Interest Calculation Period falling in a leap year divided by 366, and
- the actual number of days in that portion of the related Interest Calculation Period falling in a non-leap year divided by 365.

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12. If this Note is calculated on a 30/360 basis, accrued interest for an Interest Calculation Period will be computed on the basis of a 360-day year of twelve 30-day months, irrespective of how many days are actually in such Interest Calculation Period. Unless otherwise specified on the face of this Note and/or in an Addendum attached hereto, if this Note accrues interest on a 30/360 basis, if any Interest Payment Date or Maturity falls on a day that is not a Business Day, the related payment of principal or interest will be made on the next succeeding Business Day as if made on the date such payment was due, and no interest will accrue on the amount payable for the period from and after such Interest Payment Date or Maturity, as the case may be.
 13. Unless otherwise specified on the face of this Note and/or in an Addendum attached hereto, interest with respect to Notes for which the interest rate is calculated with reference to two or more Interest Rate Bases will be calculated in the same manner as if only one of the applicable Interest Rate Bases applied.
 14. Unless otherwise specified on the face of this Note and/or in an Addendum attached hereto, the "Interest Determination Date" with respect to the CMS Rate, the CMT Rate, the Commercial Paper Rate and the Prime Rate will be the second Business Day preceding each Interest Reset Date; the "Interest Determination Date" for the Federal Funds Rate will be the date specified above which shall be the same day as the Interest Reset Date or the first Business Day preceding each Interest Reset Date; the "Interest Determination Date" with respect to the Federal Funds OIS Compound Rate will be the same day as each Interest Reset Date; the "Interest Determination Date" with respect to the Eleventh District Cost of Funds Rate will be the last Business Day of the month immediately preceding each Interest Reset Date on which the Federal Home Loan Bank of San Francisco publishes the Index (as defined below); the "Interest Determination Date" with respect to LIBOR will be the second London Banking Day (as defined below) preceding each Interest Reset Date, unless the Index Currency specified on the face of this Note is the British pound sterling, in which case, the Interest Determination Date will be the applicable Interest Reset Date; the "Interest Determination Date" with respect to the Treasury Rate will be the day in the week in which the related Interest Reset Date falls on which day Treasury Bills (as defined below) having the Index Maturity specified on the face of this Note are normally auctioned; *provided, however*, that if an auction is not held on Monday or Tuesday of the week in which the Interest Reset Date falls and an auction is held on the Friday of the week preceding the related Interest Reset Date, the related Interest Determination Date will be such preceding Friday and *provided, further*, that if an auction falls on any Interest Reset Date, then the related Interest Reset Date will instead be the first Business Day following the auction. If the interest rate of this Note is determined with reference to two or more Interest Rate Bases, the Interest Determination Date pertaining to this Note will be the most recent Business Day which is at least two Business Days prior to such Interest Reset Date on which each Interest Rate Basis is determinable; and each Interest Rate Basis will be determined and compared on such date, and the applicable interest rate will take effect on the related Interest Reset Date.
 15. Unless otherwise specified on the face of this Note and/or in an Addendum attached hereto, all percentages resulting from any calculation of interest on this Note will be rounded to the nearest one hundred-thousandth of a percentage point, with five one-millionths of a percentage point rounded upwards (e.g., 9.876545% (or .09876545) would be rounded to 9.87655% (or .0987655)), and all dollar amounts used in or resulting from such calculation will be rounded to the nearest cent or, in the case of a foreign currency, to the nearest unit (with one-half cent or unit being rounded upward).
 16. *Determination of CMS Rate.* Unless otherwise specified in an Addendum attached hereto, if CMS Rate is designated as an Interest Rate Basis for this Note, the CMS Rate will be the rate on the applicable Interest Determination Date for U.S. dollar swaps having the Designated CMS Maturity Index specified on the face of this Note, expressed as a percentage, which appears on the Reuters Screen ICESWAP1 Page or any Successor Source as of 11:00 a.m., New York City time.
 - (a) If the rate referred to in paragraph 16 is no longer published on the relevant page, or if not published by 3:00 p.m., New York City time, on the related Calculation Date, then the CMS Rate on the applicable Interest Determination Date will be a percentage determined on the basis of the mid-market semi-annual swap rate quotations provided by five leading swap dealers (which may include one or more of the Agents, the Calculation Agent or their respective affiliates) in the New York City

interbank market selected by the Calculation Agent (after consultation with the Company) as of approximately 11:00 a.m., New York City time on the related Interest Determination Date. For this purpose, the semi-annual swap rate means the mean of the bid and offered rates for the semi-annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating U.S. Dollar interest rate swap transaction having the Designated CMS Maturity Index specified on the face hereof in an amount that is representative for a single transaction in that market at the time with an acknowledged dealer of good credit in the swap market, where the floating leg, calculated on an Actual/360 day count basis, is equivalent to USD-LIBOR-ICE with a designated stated maturity of three months. The Calculation Agent shall request the principal New York City office of each of the swap dealers to provide a quotation of this rate. If at least three quotations are provided, the rate will be the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If fewer than three swap dealers selected by the Calculation Agent are quoting as referred to in the preceding sentence, the CMS Rate will be the rate in effect on the applicable Interest Determination Date.

- (b) “Designated CMS Maturity Index” means the original period to stated maturity of the CMS Rate specified in an Addendum attached hereto with respect to which the CMS Rate will be calculated.
- (c) “Successor Source” means, in relation to any display page, other published source, information vendor or provider: (i) the successor display page, other published source, information vendor or provider that has been officially designated by the sponsor of the original page or source; or (ii) if the sponsor has not officially designated a successor display page, other published source, information vendor or provider (as the case may be), the successor display page, other published source, information vendor or provider, if any, designated by the relevant information vendor or provider (if different from the sponsor).

17. *Determination of CMT Rate.* Unless otherwise specified in an Addendum attached hereto, if CMT Rate is designated as an Interest Rate Basis for this Note, the CMT Rate on the applicable Interest Determination Date will be any of the following rates published by the Federal Reserve System Board of Governors as the yield is displayed for United States Treasury securities at “constant maturity” under the column for the Designated CMT Maturity Index, as defined below, for: the rate on that applicable Interest Determination Date, if the Designated CMT Reuters Page specified on the face of this Note is FRBCMT or any Successor Source; and the week or the month, as applicable, ended immediately preceding the week in which the related Interest Determination Date occurs, if the Designated CMT Reuters Page specified on the face of this Note is FEDCMT or any Successor Source.

- (a) If the rate referred to in paragraph 17 is no longer displayed on the relevant page, or if not published by 3:00 p.m., New York City time, on the related Calculation Date, then the CMT Rate will be the “Treasury constant maturities” rate for the Designated CMT Maturity Index or other U.S. Treasury rate for the Designated CMT Maturity Index on the applicable Interest Determination Date for the related Interest Reset Date as may then be published by either the Board of Governors of the Federal Reserve System or the United States Department of the Treasury that the Calculation Agent determines to be comparable to the rate formerly displayed on the Designated CMT Reuters Page and published on the website of the Federal Reserve System Board of Governors or in another recognized electronic source. If the information described in the preceding sentence is not so published by 3:00 p.m., New York City time, on the related Calculation Date, then the CMT Rate for the applicable Interest Determination Date will be calculated by the Calculation Agent as a yield to stated maturity, based on the arithmetic mean of the secondary market closing offer side prices as of approximately 3:30 p.m., New York City time, on the applicable Interest Determination Date, of three leading primary United States government securities dealers (which may include one or more of the Agents, the Calculation Agent or their respective affiliates) in New York City selected by the Calculation Agent (after consultation with the Company) (each, a “Reference Dealer”) from five such dealers and eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest) for the most recently issued direct noncallable fixed rate obligations of the United States, which are commonly referred to as “Treasury notes,” with an original stated maturity equal to the Designated CMT Maturity Index

specified in an Addendum attached hereto, a remaining term to stated maturity no more than one year shorter than the Designated CMT Maturity Index and in a principal amount that is representative for a single transaction in that market at that time. If two Treasury notes with an original stated maturity as described above have remaining terms to stated maturity equally close to the Designated CMT Maturity Index, the quotes for the Treasury note with the shorter remaining term to stated maturity will be used.

- (b) If the Calculation Agent cannot obtain three Treasury notes quotations as described in paragraph 17(a), the Calculation Agent will determine the CMT Rate to be a yield to stated maturity based on the arithmetic mean of the secondary market offer side prices as of approximately 3:30 p.m., New York City time, on the applicable Interest Determination Date of three Reference Dealers, selected using the same method described in paragraph 17(a), for Treasury notes with an original stated maturity equal to the number of years closest to but not less than the Designated CMT Maturity Index and a remaining term to stated maturity closest to the Designated CMT Maturity Index and in a principal amount that is representative for a single transaction in the securities in that market at that time. If fewer than five but more than two of the Reference Dealers are quoting as described in the preceding sentence, then the CMT Rate will be based on the arithmetic mean of the offer prices obtained and neither the highest nor the lowest of those quotes will be eliminated. If fewer than three Reference Dealers selected by the Calculation Agent are quoting as described in the preceding sentence, the CMT Rate for that applicable Interest Determination Date will remain the CMT Rate for the immediately preceding Interest Reset Period, or, if there was no Interest Reset Period, the rate of interest payable will be the Initial Interest Rate.
 - (c) “Designated CMT Maturity Index” means the original period to stated maturity of the United States Treasury securities, either 1, 2, 3, 5, 7, 10, 20 or 30 years, specified on the face of this Note with respect to which the CMT Rate will be calculated. If no stated maturity is specified on the face of this Note, the Designated CMT Maturity Index will be two years.
 - (d) “Designated CMT Reuters Page” means the Reuters Page specified in an Addendum attached hereto with respect to which the CMT Rate will be calculated.
18. *Determination of Commercial Paper Rate.* Unless otherwise specified in an Addendum attached hereto, if the Commercial Paper Rate is designated as an Interest Rate Basis for this Note, the Commercial Paper Rate on the applicable Interest Determination Date will be the Money Market Yield (as defined below) on such date of the rate for commercial paper having the Index Maturity specified on the face of this Note as published in H.15 Daily Update under the heading “Commercial Paper—Nonfinancial.” If such rate referred to in the preceding sentence is not published in the H.15 Daily Update by 5:00 p.m., New York City time, on the related Calculation Date, then the Commercial Paper Rate for the Interest Determination Date will be calculated by the Calculation Agent as the Money Market Yield of the arithmetic mean of the offered rates at approximately 11:00 a.m., New York City time, as of the applicable Interest Determination Date of three leading dealers (which may include one or more of the Agents, the Calculation Agent or their respective affiliates) of United States dollar commercial paper in The City of New York, selected by the Calculation Agent (after consultation with the Company) for U.S. dollar commercial paper having the Index Maturity specified on the face of this Note placed for industrial issuers whose bond rating is “Aa,” or the equivalent, from a nationally recognized rating agency. If the dealers selected by the Calculation Agent are not quoting as mentioned in the preceding sentence, the Commercial Paper Rate determined on the applicable Interest Determination Date will be the rate in effect on such Interest Determination Date.
- (a) “H.15 Daily Update” means the daily statistical release designated as such published by the Federal Reserve System Board of Governors, or its successor, available through the website of the Board of Governors of the Federal Reserve System at <http://www.federalreserve.gov/releases/h15>, or any Successor Source.
 - (b) “Money Market Yield” means, in respect of any security with a stated maturity of six months or less, the rate for which is quoted on a bank discount basis, a yield (expressed as a percentage) calculated in accordance with the following formula:

$$\text{Money Market Yield} = \frac{D \times 360}{360 - (D \times M)} \times 100$$

where “D” refers to the applicable per annum rate for commercial paper quoted on a bank discount basis and expressed as a decimal; and “M” refers to the actual number of days in the interest period for which interest is being calculated.

19. *Determination of Eleventh District Cost of Funds Rate.* Unless otherwise specified in an Addendum attached hereto, if the Eleventh District Cost of Funds Rate is designated as an Interest Rate Basis for this Note, the Eleventh District Cost of Funds Rate on the applicable Interest Determination Date will be the rate equal to the monthly weighted average cost of funds set forth opposite the caption “11TH Dist COFI:” on the Reuters Screen COFI/ARMS Page or any Successor Source as of 11:00 a.m., San Francisco time, on such Interest Determination Date. If the rate referred to in the preceding sentence is no longer published on the relevant page, or if not published by 11:00 a.m., San Francisco time, on the related Calculation Date, the Eleventh District Cost of Funds Rate for such Interest Determination Date will be the monthly weighted average cost of funds paid by member institutions of the Eleventh Federal Home Loan Bank District that was most recently announced (the “Index”) by the Federal Home Loan Bank of San Francisco as the cost of funds for the calendar month immediately preceding the applicable Interest Determination Date. If the Federal Home Loan Bank of San Francisco fails to announce the Index as referred to in the preceding sentence on or before the related Calculation Date for the calendar month immediately preceding such applicable Interest Determination Date, then the Eleventh District Cost of Funds Rate for such Interest Determination Date will be the Eleventh District Cost of Funds Rate in effect on such Interest Determination Date.
20. *Determination of Federal Funds Rate.* Unless otherwise specified in an Addendum attached hereto, if the Federal Funds Rate is designated as an Interest Rate Basis for this Note, the Federal Funds Rate on the applicable Interest Determination Date will be the rate set forth in H.15 Daily Update for that day opposite the caption “Federal funds (effective)” as such rate is displayed on the Reuters Screen FEDFUNDS1 Page or any Successor Source under the caption “EFFECT.” If such rate referred to in the preceding sentence is not so published by 5:00 p.m., New York City time, on the related Calculation Date, the Federal Funds Rate for the applicable Interest Determination Date will be calculated by the Calculation Agent as the arithmetic mean of the rates for the last transaction in overnight United States dollar federal funds arranged by three leading brokers (which may include one or more of the Agents, the Calculation Agent or their respective affiliates) of United States dollar federal funds transactions in The City of New York, selected by the Calculation Agent (after consultation with the Company) as of a time prior to 9:00 a.m., New York City time on the applicable Interest Determination Date. If the brokers selected as aforesaid by the Calculation Agent are not quoting as referred to in the preceding sentence, the Federal Funds Rate for such Interest Determination Date will be the Federal Funds Rate in effect on such Interest Determination Date.
21. *Determination of Federal Funds OIS Compound Rate.* Unless otherwise specified in an Addendum attached hereto, if the Federal Funds OIS Compound Rate is designated as an Interest Rate Basis for this Note, the Federal Funds OIS Compound Rate on the applicable Interest Determination Date immediately following an Interest Reset Period will be the rate of return of a daily compound interest investment calculated in accordance with the formula set forth below:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{FEDFUND_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

- (a) “d0” is the number of New York Banking Days in the relevant Interest Reset Period; “i” is a series of whole numbers from one to d0, each representing the relevant New York Banking Days in chronological order from, and including, the first New York Banking Day in the relevant Interest Reset Period;

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- (b) “FEDFUNDi,” for any day “i” in the relevant Interest Reset Period, is a reference rate equal to the rate set forth in H.15 Daily Update in respect of that day opposite the caption “Federal funds (effective)” as such rate is displayed on the Reuters Screen FEDFUNDS1 Page or any Successor Source under the caption “EFFECT.” Provided, that (1) if such rate does not appear on Reuters Screen FEDFUNDS1 Page or any Successor Source or is not yet published in H.15 Daily Update by 5:00 p.m., New York City time, on the related day, FEDFUNDi for that day will be calculated by the Calculation Agent as the arithmetic mean of the rates for the last transaction in overnight U.S. dollar federal funds arranged by three leading brokers (which may include one or more of the Agents, the Calculation Agent or their respective affiliates) of U.S. dollar federal funds transactions in The City of New York, selected by the Calculation Agent (after consultation with the Company) as of a time before 9:00 a.m., New York City time on the applicable day; (2) if the brokers so selected by the Calculation Agent are not quoting as referred to in clause (1) above, FEDFUNDi for such day will be the rate displayed on the Reuters Screen FEDFUNDS1 Page or any Successor Source in respect of the first preceding New York Banking Day; and (3) if the rate is not displayed on the Reuters Screen FEDFUNDS1 Page or any Successor Source in respect of the first preceding New York Banking Day, then FEDFUNDi for such day will be the FEDFUNDi in effect on the applicable Interest Determination Date.
- (c) “ni” is the number of calendar days in the relevant Interest Reset Period on which the rate is FEDFUNDi; and
- (d) “d” is the number of calendar days in the relevant Interest Reset Period.
- (e) “New York Banking Day” means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in New York, New York.
22. *Determination of LIBOR.* Unless otherwise specified in an Addendum attached hereto, if LIBOR is designated as an Interest Rate Basis for this Note, LIBOR will be generally determined on the applicable Interest Determination Date by the Calculation Agent as the average of the offered rates for deposits in the Index Currency having the specified Index Maturity beginning on the second London Banking Day immediately after the Interest Determination Date (or, if pounds sterling is the Index Currency, beginning on such date or, if euro is the Index Currency, beginning on the second TARGET2 Settlement Day immediately after such date), that appear on the Designated LIBOR Page as of 11:00 a.m., London time, on that Interest Determination Date, if at least two such offered rates appear on the Designated LIBOR Page; *provided*, that if the specified Designated LIBOR Page by its terms provides only for a single rate, then the single rate will be used. If fewer than two offered rates appear on the Designated LIBOR Page, or, if no rate appears and the Designated LIBOR Page by its terms provides only for a single rate, LIBOR for that Interest Determination Date will be determined based on the rates on that Interest Determination Date at approximately 11:00 a.m., London time, at which deposits on that date in the Index Currency for the period of the specified Index Maturity are offered to prime banks in the London interbank market by four major banks (which may include one or more of the Agents, the Calculation Agent or their respective affiliates) in that market selected by the Calculation Agent (after consultation with the Company) and in a principal amount that is representative for a single transaction in the Index Currency in such market at such time. The offered rates must begin on the second London Business Day immediately after such Interest Determination Date (or if pounds sterling is the Index Currency, commencing on such Interest Determination Date or, if euro is the Index Currency, beginning on the second TARGET2 Settlement Day immediately after such date). The Calculation Agent shall request the principal London office of each of these banks to quote its rate. If the Calculation Agent receives at least two quotations, LIBOR will be the average of those quotations. If the Calculation Agent receives fewer than two quotations as referred to in the preceding sentence, LIBOR will be the arithmetic mean of the rates quoted at approximately 11:00 a.m. in the Principal Financial Center, on such Interest Determination Date by major banks (which may include one or more of the Agents, the Calculation Agent or their respective affiliates) in the Principal Financial Center selected by the Calculation Agent (after consultation with the Company). The rates will be for loans in the Index Currency to leading European banks

having the specified Index Maturity beginning on the second London Business Day after such Interest Determination Date (or, if pounds sterling is the Index Currency, commencing on such Interest Determination Date or, if euro is the Index Currency, beginning on the second TARGET2 Settlement Day immediately after such Interest Determination Date) and in a principal amount that is representative for a single transaction in such Index Currency in such market at such time. If LIBOR is not determinable as described in this paragraph 22, LIBOR for the applicable Interest Determination Date will be equal to the interest rate in effect during the most recent Interest Reset Period for which LIBOR was determinable as described in this paragraph 22.

- (a) “Designated LIBOR Page” means the display page specified on the face hereof, or if no page is so specified or LIBOR Reuters is specified, the display on Reuters on page LIBOR01, or any Successor Source, for the purpose of displaying the London interbank rates of major banks for the applicable Index Currency.
- (b) “TARGET2 Settlement Day” means any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System or any successor thereto is open.

23. *Determination of Prime Rate.* Unless otherwise specified in an Addendum attached hereto, if Prime Rate is designated as an Interest Rate Basis for this Note, the Prime Rate on the applicable Interest Determination Date shall be the rate on such Interest Determination Date set forth in H.15 Daily Update opposite the caption “Bank prime loan.” If such rate referred to in the preceding sentence is not so published by 5:00 p.m., New York City time, on the related Calculation Date, the Prime Rate for the applicable Interest Determination Date will be the rate calculated by the Calculation Agent as the arithmetic mean of the rates of interest publicly announced by each bank (which may include one or more of the Agents, the Calculation Agent or their respective affiliates) that appears on the Reuters Page US PRIME 1, as defined below, as that bank’s prime rate or base lending rate, as of 11:00 a.m., New York City time, for the applicable Interest Determination Date. If fewer than four rates appear on the Reuters Page US PRIME 1 by 5:00 p.m., New York City time, on the related Calculation Date, the Prime Rate for the applicable Interest Determination Date will be the rate calculated by the Calculation Agent as the arithmetic mean of the rates of interest publicly announced by three major banks (which may include one or more of the Agents, the Calculation Agent or their respective affiliates) in New York City, selected by the Calculation Agent (after consultation with the Company) as its U.S. dollar prime rate or base lending rate as in effect for that day. Each change in the prime rate or base lending rate so announced by such bank will be effective as of the effective date of the announcement or, if no effective date is specified, as of the date of the announcement. If the banks selected by the Calculation Agent are not quoting as described in the third sentence of this paragraph 23, the Prime Rate for the applicable Interest Determination Date will be the Prime Rate in effect on such Interest Determination Date.

- (a) “Reuters Page US PRIME 1” means the display designated as page “US PRIME 1” on Reuters, or any Successor Source, for the purpose of displaying prime rates or base lending rates of major U.S. banks.

24. *Determination of Treasury Rate.* Unless otherwise specified in an Addendum attached hereto, if the Treasury Rate is designated as an Interest Rate Basis for this Note, the Treasury Rate on the applicable Interest Determination Date will be the rate from the auction held on the applicable Interest Determination Date (“Auction”) of direct obligations of the United States (“Treasury Bills”) having the Index Maturity specified on the face hereof which appears on either the Reuters Screen USAUCTION10 Page or any Successor Source or the Reuters Screen USAUCTION11 Page or any Successor Source opposite such Index Maturity under the heading “INVEST RATE.” If such rate described in the preceding sentence is not so published by 3:00 p.m., New York City time, on the related Calculation Date, the Treasury Rate for the applicable Interest Determination Date will be the Bond Equivalent Yield of the auction rate of the applicable Treasury Bills announced by the United States Department of the Treasury. If the rate described in the preceding sentence is not announced by the United States Department of the Treasury, or if the Auction is not held, the Treasury Rate for the applicable Interest Determination Date will be the Bond Equivalent Yield of the rate on such Interest Determination Date of Treasury Bills having the Index Maturity specified on the face of this Note set forth in H.15 Daily Update under the caption “U.S. government securities—Treasury bills (secondary market).” If the rate described in the preceding sentence is not so published by 3:00 p.m., New York City

time, on the related Calculation Date, the Treasury Rate for the applicable Interest Determination Date will be the rate on the applicable Interest Determination Date of the applicable Treasury Bills as published in H.15 Daily Update under the caption “U.S. government securities—Treasury bills (secondary market).” If the rate described in the preceding sentence is not so published by 3:00 p.m., New York City time, on the related Calculation Date, the Treasury Rate for the applicable Interest Determination Date will be the rate on such Interest Determination Date calculated by the Calculation Agent as the Bond Equivalent Yield of the arithmetic mean of the secondary market bid rates, as of approximately 3:30 p.m., New York City time, on the applicable Interest Determination Date, of three primary United States government securities dealers (which may include one or more of the Agents, the Calculation Agent or their respective affiliates), selected by the Calculation Agent (after consultation with the Company) for the issue of Treasury Bills with a remaining stated maturity closest to the Index Maturity specified on the face of this Note. If the dealers selected as aforesaid by the Calculation Agent are not quoting as described in the preceding sentence, the Treasury Rate for the applicable Interest Determination Date will be the Treasury Rate in effect on such Interest Determination Date.

- (a) “**Bond Equivalent Yield**” means, in respect of any security with a stated maturity of six months or less, the rate for which is quoted on a bank discount basis, a yield (expressed as a percentage) calculated in accordance with the following formula:

$$\text{Bond Equivalent Yield} = \frac{D \times N \times 100}{360 - (D \times M)}$$

where “D” refers to the applicable per annum rate for Treasury Bills quoted on a bank discount basis and expressed as a decimal; “N” refers to 365 or 366, as the case may be; and “M” refers to the actual number of days in the interest period for which interest is being calculated.

25. Notwithstanding anything to the contrary contained herein or in the Indenture, for purposes of determining the voting rights of a Holder of a Note for which the principal thereof is determined by reference to the price or prices of specified commodities or stocks, interest rate indices, interest rate swap or exchange rate swap indices, the exchange rate of one or more specified currencies relative to another currency or such other price, exchange rate or other financial index or indices as may be specified on the face of this Note and/or in an Addendum attached hereto (a “**Principal Indexed Note**”), the principal amount of any such Principal Indexed Note will be deemed to be equal to the face amount thereof upon issuance. The method for determining the amounts, if any, payable on Interest Payment Dates and at Maturity on a Principal Indexed Note will be specified in an attached Addendum.
26. The Indenture contains provisions for defeasance at any time of (i) the entire indebtedness of, and all other obligations under, the Notes, subject to the survival of specified provisions of the Indenture, or (ii) certain restrictive covenants and Events of Default with respect to the Notes, in each case upon compliance with certain conditions set forth in the Indenture.
27. If an Event of Default with respect to the Notes shall occur and be continuing, the principal of all the Notes may be declared, and in certain cases shall automatically become, due and payable in the manner and with the effect provided in the Indenture.
28. The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in aggregate principal amount of the Securities at the time Outstanding. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Securities at the time Outstanding, on behalf of the Holders of all the Securities, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

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29. Notwithstanding any other provision in the Indenture, this Note or the Addendum attached hereto, the Holder of this Note has the right, which is absolute and unconditional, to receive payment of the principal of, premium, if any, and interest, if any, on, and any Additional Amounts, if any, with respect to, this Note on the respective due dates expressed in this Note (including the Redemption Date, Repayment Date and the Change of Control Payment Date, as applicable) and to institute suit for the enforcement of any such payment, and such rights will not be impaired without the consent of such Holder.
 30. As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note is registrable in the Security Register, upon surrender of this Note for registration of transfer at the office or agency of the Company in any place where the principal of, any premium and interest on or any Additional Amounts with respect to this Note are payable, (if so required by the Company or the Trustee) duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or the Holder's attorney duly authorized in writing, and thereupon one or more new Notes, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.
 31. At the request of the Holder of this Note or Trustee, the Calculation Agent shall provide to the Holder or the Trustee, as applicable, the interest rate hereon then in effect and, if determined, the interest rate which will become effective as of the next Interest Reset Date.
 32. The Company may reopen this issue of Notes by issuing additional Securities with the same terms as this issue of Notes, except that the additional Securities shall bear interest from and including the last date to which interest has been paid on this issue of Notes or from and including the Issue Date specified on the face of this Note, if no interest has been paid. Any additional Securities so issued will be considered for all purposes part of the same issue of Notes.
 33. Unless otherwise specified in an Addendum attached hereto, if this Note is an Add On Security, notwithstanding anything to the contrary in this Note, interest on this Note shall accrue from and including the Initial Interest Accrual Date specified on the face of this Note; and for purposes of all interest calculations, references to Issue Date in this Note shall be replaced with a reference to the Initial Interest Accrual Date specified on the face of this Note. If this Note is an Add On Security, this Note shall be considered for all purposes part of the same issue of Notes that has been reopened.
 34. Unless otherwise indicated on the face of this Note and/or in an Addendum attached hereto, Holders may elect to have their Notes repurchased upon a Change of Control Repurchase Event as described below.
 - (a) If a Change of Control Repurchase Event occurs, unless the Company has exercised its right, if any, to redeem all of the Notes pursuant to the terms of this Note, the Company will make an offer to purchase all the Notes (the "Change of Control Offer") at a purchase price in cash equal to 101% of the principal amount of the Notes plus accrued and unpaid interest, if any, to the date of purchase (the "Change of Control Payment"). Within 30 days following the date upon which the Change of Control Repurchase Event occurred, or at the Company's option, prior to any Change of Control but after the public announcement of the pending Change of Control, unless the Company has exercised its right, if any, to redeem all of the Notes pursuant to the terms of this Note, the Company will mail a notice of such Change of Control Offer to each Holder or otherwise give notice, which will govern the terms of the Change of Control Offer, in accordance with the applicable procedures of DTC, with a copy to the Trustee, stating:
 - (i) that a Change of Control Offer is being made pursuant to this paragraph 34 of this Note and that all Notes validly tendered pursuant to such Change of Control Offer will be accepted for purchase by the Company at a purchase price in cash equal to 101% of the principal amount of such Notes plus accrued and unpaid interest, if any, to the date of purchase;

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- (ii) the purchase date (which shall be no earlier than 30 days nor later than 60 days from the date such notice is mailed or given, other than as may be required by law) (the “Change of Control Payment Date”);
 - (iii) if sent or given prior to the date of consummation of the Change of Control, that the Change of Control Offer is conditioned on the Change of Control being consummated on or prior to the Change of Control Payment Date; *provided*, that if a Change of Control is consummated after a proposed Change of Control Payment Date and such Change of Control Offer is therefore not consummated, the Company shall make a Change of Control Offer in accordance with this paragraph 34 within 30 days following the later of the consummation of such Change of Control or a Below Investment Grade Rating Event;
 - (iv) that Notes must be tendered in multiples of the Minimum Incremental Denomination and any Note not validly tendered will remain outstanding and continue to accrue interest;
 - (v) that, unless the Company defaults in the payment of the Change of Control Payment, any Note accepted for payment pursuant to the Change of Control Offer will cease to accrue interest on and after the Change of Control Payment Date;
 - (vi) that Holders electing to have any Notes purchased pursuant to a Change of Control Offer will be required to surrender such Notes, with the form entitled “Option of Holder to Elect Purchase” attached hereto, to the Paying Agent specified in the notice at the address specified in the notice, or transfer their Notes to the Paying Agent by book-entry transfer pursuant to the applicable procedures of the Paying Agent, prior to the close of business on the third Business Day preceding the Change of Control Payment Date;
 - (vii) that Holders shall be entitled to withdraw their tendered Notes and their election to require the Company to purchase such Notes; *provided*, that the Paying Agent receives at the address specified in the notice, not later than the close of business on the 30th day following the date of the Change of Control notice, a telegram, facsimile transmission or letter setting forth the name of the Holder of the Notes, the principal amount of Notes tendered for purchase, and a statement that such Holder is withdrawing its tendered Notes and its election to have such Notes purchased;
 - (viii) that if a Holder is tendering less than all of its Notes, such Holder will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered (the unpurchased portion of the Notes must be equal to the Minimum Denomination or an integral multiple of the Minimum Incremental Denomination in excess thereof); and
 - (ix) the other instructions, as determined by the Company, consistent with this paragraph 34 that a Holder must follow.

The notice, if mailed or given in a manner herein provided, shall be conclusively presumed to have been given, whether or not the Holder receives such notice. If (A) the notice is mailed or given in a manner herein provided and (B) any Holder fails to receive such notice or a Holder receives such notice but it is defective, such Holder’s failure to receive such notice or such defect shall not affect the validity of the proceedings for the purchase of the Notes as to all other Holders that properly received such notice without defect.

- (b) On the Change of Control Payment Date, the Company will, to the extent lawful:
 - (i) accept for payment all Notes or portions of Notes (of integral multiples of the Minimum Incremental Denomination thereof) validly tendered pursuant to the Change of Control Offer;

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- (ii) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes so tendered;
 - (iii) deliver or cause to be delivered to the Trustee for cancellation the Notes so accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Company in accordance with this paragraph 34; and
 - (iv) deliver to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for in the Indenture relating to the making of such Change of Control Payment have been complied with.
 - (c) The Paying Agent will promptly pay to each Holder of Notes so tendered the Change of Control Payment for such Notes, and the Trustee will promptly authenticate, upon receipt of an authentication order, and mail (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; provided, that each such new Note will be in a principal amount equal to the Minimum Denomination or integral multiples of the Minimum Incremental Denomination in excess thereof.
 - (d) If the Change of Control Payment Date is on or after a Regular Record Date, but on or prior to the related Interest Payment Date, any accrued and unpaid interest to the Change of Control Payment Date shall be paid on the Change of Control Payment Date to the Person in whose name a Note is registered at the close of business on such Regular Record Date.
 - (e) Prior to making a Change of Control Payment, and as a condition to such payment (i) the requisite holders of each issue of indebtedness issued under an indenture or other agreement that would be violated by the making of such payment shall have consented to such Change of Control Payment being made and waived the event of default, if any, caused by the Change of Control or (ii) the Company will repay all outstanding indebtedness issued under an indenture or other agreement that would be violated by the making of a Change of Control Payment or the Company will offer to repay all such indebtedness, make payment to the holders of such indebtedness that accept such offer and obtain waivers from the requisite remaining holders of such indebtedness of any event of default arising under the relevant indenture or other agreement as a result of the Change of Control. The Company covenants to effect such repayment or obtain such consent prior to making a Change of Control Payment, it being a default of this paragraph 34 if the Company fails to comply with such covenant.
 - (f) The Company will not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this paragraph 34 applicable to a Change of Control Offer made by the Company and such third party purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.
 - (g) The Company will comply, to the extent applicable, with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Indenture by virtue of the conflict.
 - (h) Other than as specifically provided in this paragraph 34, any purchase pursuant to this paragraph 34 shall be made pursuant to the provisions of Sections 11.03, 11.05 and 11.07 of the Indenture.
 - (i) Notwithstanding anything to the contrary in the foregoing clauses (a) through (h), the Company's obligation to make a Change of Control Offer may, subject to Section 9.02 of the Indenture, be waived or modified with the written consent of the Holders of a majority in principal amount of the Securities.

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35. The Company may acquire Notes by means other than a redemption, whether by tender offer, open market purchases, negotiated transactions or otherwise, in accordance with applicable securities laws, so long as such acquisition does not otherwise violate the terms of the Indenture.
36. Any provision contained herein with respect to the determination of an Interest Rate Basis, the specification of Interest Rate Basis, calculation of the Interest Rate applicable to this Note, its payment dates or any other matter relating hereto may be modified as specified in an Addendum relating hereto. References herein to “this Note,” “hereof,” “herein,” “as specified above” or similar language of like import shall include any Addendums to this Note.
37. As used herein, and unless otherwise specified in an Addendum attached hereto:

“Agents” means each of the distribution agents appointed by the Company from time to time with respect to the issuance and sale of Securities.

“Below Investment Grade Rating Event” means that at any time within 60 days (which period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies) from the date of the public notice of a Change of Control or of the Company’s intention or that of any Person to effect a Change of Control, the rating on the Notes is lowered, and the Notes are rated below an Investment Grade Rating, by (x) one Rating Agency if the Notes are rated by less than two Rating Agencies, (y) both Rating Agencies if the Notes are rated by two Rating Agencies or (z) at least a majority of such Rating Agencies if the Notes are rated by three or more Rating Agencies; *provided*, that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Repurchase Event hereunder) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee in writing at its request that the reduction in the rating of the Notes was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event);

“Business Day” means for CMS Rate Securities and CMT Rate Securities, any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities, and, with respect to all other Securities:

- for floating rate Securities for which LIBOR is not an applicable Interest Rate Basis: any day other than a Saturday or Sunday, that is neither a legal holiday nor a day on which commercial banks are authorized or required by law, regulation or executive order to close in The City of New York (a “New York Business Day”);
- for floating rate Securities for which LIBOR is an applicable Interest Rate Basis: a day that is both (x) a day on which commercial banks are open for business, including dealings in the designated Index Currency (as defined below), in London (a “London Banking Day”) and (y) a New York Business Day;

provided, however, that:

- if the Specified Currency is other than U.S. dollars and euros: the day is also a day other than a day on which commercial banks are authorized or required by law, regulation or executive order to close in the Principal Financial Center (as defined below) of the country issuing the Specified Currency (a “Principal Financial Center Business Day”);

• if the Specified Currency is euros: the day is also a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System or any successor thereto is open;

“Calculation Date” means, unless otherwise indicated on the face of this Note, pertaining to any Interest Determination Date, the earlier of (i) the tenth calendar day after such Interest Determination Date or, if such day is not a Business Day, the next succeeding Business Day, or (ii) the Business Day preceding the applicable Interest Payment Date or date of Maturity, as the case may be. All calculations on this Note will be made by the Calculation Agent specified on the face of this Note or such successor thereto as is duly appointed by the Company;

“Change of Control” means, the occurrence of any one of the following:

• a “person” or “group” within the meaning of Section 13(d) of the Exchange Act other than the Company, a direct or indirect Subsidiary, or any employee or executive benefit plan of the Company and/or its Subsidiaries, has become the “beneficial owner,” as defined in Rule 13d-3 under the Exchange Act, of the Company’s Common Stock representing more than 50% of the total voting power of all Common Stock of the Company then outstanding and constituting Voting Stock;

• the consummation of (i) any consolidation or merger of the Company pursuant to which the Company’s Common Stock will be converted into the right to obtain cash, securities of a Person other than the Company, or other property; or (ii) any sale, lease or other transfer in one transaction or a series of related transactions of all or substantially all of the consolidated assets of the Company and its Subsidiaries, taken as a whole, to any other Person other than a direct or indirect Subsidiary of the Company; *provided*, that Aircraft Asset leasing in the ordinary course of business of the Company or any of its Subsidiaries shall not be considered the leasing of “all or substantially all” of the Company’s consolidated assets; *provided further, however*, that a transaction described in clause (i) or (ii) in which the holders of the Company’s Common Stock immediately prior to such transaction own or hold, directly or indirectly, more than 50% of the voting power of all Common Stock of the continuing or surviving corporation or the transferee, or the parent thereof, outstanding immediately after such transaction and constituting Voting Stock shall not constitute a Change of Control; or

• the adoption of a plan relating to the Company’s liquidation or dissolution;

“Change of Control Repurchase Event” means the occurrence of both a Change of Control and a Below Investment Grade Rating Event;

“Common Stock” shall mean and include any class of capital stock of any corporation now or hereafter authorized, the right of which to share in distributions of either earnings or assets of such corporation is without limit as to any amount or percentage;

“DTC” means The Depository Trust Company;

“Index Currency” means the currency for which LIBOR will be calculated as specified on the face of this Note. If no currency is specified, the Index Currency will be U.S. dollars;

“Interest Calculation Period” means with respect to any period, the period from and including the most recent Interest Reset Date (or from and including the Issue Date in the case of the first Interest Reset Date), to but excluding the next succeeding Interest Reset Date for which accrued interest is being calculated;

“Interest Reset Period” means the period from and including the Issue Date to but excluding the First Interest Reset Date specified on the face of this Note and thereafter, each succeeding period from and including an Interest Reset Date to but excluding the immediately following Interest Reset Date.

“Investment Grade Rating” means a rating equal to or higher than BBB- by S&P, or the equivalent of any other Rating Agency, as applicable, or in each case the equivalent under any successor category of such Rating Agency;

“Principal Financial Center” means: (1) the capital city of the country issuing the Specified Currency, except that with respect to U.S. dollars, Australian dollars, Canadian dollars, euro, New Zealand dollars, South African rand and Swiss francs, the Principal Financial Center will be The City of New York, Sydney, Toronto, London, Wellington, Johannesburg and Zurich, respectively, or (2) the capital city of the country to which the Index Currency relates, except that with respect to U.S. dollars, Australian dollars, Canadian dollars, euro, New Zealand dollars, South African rand and Swiss francs, the Principal Financial Center will be The City of New York, Sydney, Toronto, London, Wellington, Johannesburg and Zurich, respectively;

“Rating Agency” means S&P and any additional rating agency that provides a rating with respect to the Notes and is a “nationally recognized statistical rating organization” as defined in Section 3(a)(62) of the Exchange Act (“NRSRO”); *provided*, that if any such Rating Agency ceases to provide rating services to issuers or investors, the Company may appoint a replacement for such Rating Agency that is a NRSRO;

“S&P” means Standard & Poor’s Ratings Services or any successor to its rating agency business;

“Specified Currency” means the currency specified on the face of this Note, in which this particular Note is denominated or payable (or, if the currency is no longer legal tender for the payment of public and private debts, any other currency of the relevant country or entity which is then legal tender for the payment of such debts); and

“Voting Stock” means Capital Stock of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect the corporate directors (or Persons performing similar functions).

38. The Notes are issuable only in registered form without coupons in denominations equal to the Minimum Denomination specified on the face of this Note and higher integral multiples of the Minimum Incremental Denomination specified on the face of this Note (unless otherwise specified in an Addendum attached hereto). The Company will specify the minimum denominations for Notes denominated in a foreign currency in an Addendum attached hereto. As provided in the Indenture and subject to certain limitations therein set forth, the Notes are exchangeable for a like aggregate principal amount of Notes of any authorized denomination, as requested by the Holder surrendering the same.
39. No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.
40. Prior to due presentment of this Note for registration of transfer, the Company, the Trustee and any agent thereof may treat the Person in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note be overdue, and none of the Company, the Trustee or any such agent shall be affected by notice to the contrary.
41. All terms used in this Note that are not defined herein and are defined in the Indenture shall have the meanings assigned to them in the Indenture.
42. The Indenture and this Note are governed by and construed in accordance with the laws of the State of New York.
43. The provisions of this Note (including any Addendum attached hereto) shall supersede any conflicting provisions in the Indenture with respect to the Notes.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned assigns and transfers this Note to:

(Insert assignee's social security or tax identification number)

(Insert address and zip code of assignee)

and irrevocably appoints _____ as agent to transfer this Note on the Security Register. The agent may substitute another to act for him or her.

Dated:

Signature:

Signature Guarantee:

(Sign exactly as your name appears on the other side of this Note)

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Security Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Security Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Company pursuant to a Change of Control Repurchase Event as described in paragraph 34 of this Note, check the box below:

Elect to have Notes repurchased pursuant to a Change of Control Repurchase Event

If you want to elect to have only part of this Note purchased by the Company pursuant to paragraph 34 of this Note, state the amount you elect to have purchased:

\$ _____ (If less than the entire principal amount of this Note is to be repaid, specify the portion hereof (which shall be integral multiples of the Minimum Incremental Denomination) which the Holder elects to have repaid and specify the denomination or denominations (which shall be equal to at least the Minimum Denomination or higher integral multiples of the Minimum Incremental Denomination in excess thereof) of the Notes to be issued to the Holder for the portion of this Note not being repaid (in the absence of any such specification, one such Note will be issued for the portion not being repaid).

Date: _____

Your Signature: _____
(Sign exactly as your name appears on the face of this Note)

Tax Identification No.: _____

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

ADDENDUM

Amendment to Section 1.01 of the Indenture: The following term shall be added to the definitions in Section 1.01 of the Indenture in the right alphabetical order:

“Future Supplemental Indenture” means a future supplemental indenture to the Indenture.

Amendment to Section 9.02 of the Indenture: Except as may be provided in a Future Supplemental Indenture, for the benefit of the Holders of the Notes or of the Securities but no other series of securities issued under the Indenture, whether now or hereafter issued and Outstanding, Section 9.02 of the Indenture is hereby amended with respect to the Notes by the following:

(f) replacing the period at the end of clause (c) thereof with “, or”; and

(g) adding a new clause (d) after the end of clause (c) thereof, as follows: “(d) reduce the premium payable upon the redemption or repurchase of any Note, if applicable, or change the time at which any Note may be redeemed or repurchased, if applicable, as described in the Notes whether through an amendment or waiver of provisions in the covenants, definitions or otherwise (except amendments to the definition of “Change of Control” or “Below Investment Grade Rating Event”).”

Amendment to Section 11.03 of the Indenture: Section 11.03 of the Indenture is hereby amended with respect to the Notes by replacing the words “by pro rata or by lot or such method as the Trustee shall deem fair and appropriate and” with the words “by lot.”

Amendment to Section 13.03 of the Indenture: The covenants provided pursuant to Section 3.01(r), 9.01(b) and 9.01(g) of the Indenture for purposes of Section 13.03(a) of the Indenture are the covenants in paragraph 34 of this Note and Section 5.15, Section 7.04, Section 8.01, Section 10.05 and Section 10.06 of the Indenture.

[Optional Redemption:

This Note is redeemable at the Company’s option as described below:

- (1) *[If a make-whole redemption is applicable:]* At any time prior to [the Optional Redemption Date or Stated Maturity] specified on the face of this Note, the Company may redeem the Notes at its option, in whole or in part, upon notice pursuant to [Section 11.04 of the Indenture or such other notice specified in this Addendum], at a Redemption Price equal to 100% of the aggregate principal amount of the Notes plus the Applicable Premium, plus accrued and unpaid interest, if any, to the Redemption Date.
- (2) *[If a par call feature is applicable:]* On or after the Optional Redemption Date specified on the face of this Note, the Company may redeem the Notes at its option, in whole or in part, at a Redemption Price equal to 100% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, to the Redemption Date.
- (3) Promptly after the determination thereof, the Company shall give the Trustee written notice of the Redemption Price provided for in this Addendum, and the Trustee shall not be responsible for such calculation. If a Note is redeemed on or after a Regular Record Date but on or prior to the related Interest Payment Date, any accrued and unpaid interest to the Redemption Date shall be paid on the Redemption Date to the Person in whose name a Note is registered at the close of business on such Regular Record Date. Unless the Company defaults in payment of the Redemption Price, from and after the Redemption Date, interest will cease to accrue on the Notes or portions thereof called for redemption.
- (4) Except pursuant to this Addendum, the Notes shall not be redeemable at the Company’s option prior to the Stated Maturity.

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- (5) Any redemption pursuant to this Addendum shall be made pursuant to the provisions of Sections 11.01 through 11.07 of the Indenture.
- (6) Any redemption notice may, at the Company's discretion, be subject to one or more conditions precedent, including completion of a corporate transaction. In such event, the related notice of redemption shall describe each such condition and, if applicable, shall state that, at the Company's discretion, the Redemption Date may be delayed until such time as any or all such conditions shall be satisfied or waived (provided that in no event shall such Redemption Date be delayed to a date later than 60 days after the date on which such notice was given), or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied or waived by the Redemption Date, or by the Redemption Date as so delayed.

As used in this Addendum: "Applicable Premium" means, with respect to a Note on any Redemption Date, the excess, if any, of (x) the present value as of such Redemption Date of (i) 100% of the principal amount of such Note plus (ii) all required interest payments due on such Note through [*if a par call feature is applicable—the Optional Redemption Date*][*if this Note is not subject to a par call feature—the Stated Maturity*], assuming such Note matured on such date (excluding accrued but unpaid interest to the Redemption Date), computed using a discount rate equal to the Applicable Treasury Rate as of such Redemption Date plus the basis points as specified on the face of this Note, over (y) the then outstanding principal of such Note; and

"Applicable Treasury Rate" means as of any Redemption Date, the yield to stated maturity at the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent statistical release designated as "H.15" under the caption "Treasury constant maturities" or any successor publication which is published at least weekly by the Board of Governors of the Federal Reserve System (or companion online data resource published by the Board of Governors of the Federal Reserve System) and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity that has become publicly available at least two Business Days prior to the Redemption Date (or, if such statistical release is no longer published, any publicly available source or similar market data)) most nearly equal to the period from the Redemption Date to [*if a par call feature is applicable—the Optional Redemption Date*][*if this Note is not subject to a par call feature—the Stated Maturity*]; *provided, however*, that if the period from the Redemption Date to [*if a par call feature is applicable—the Optional Redemption Date*][*if this Note is not subject to a par call feature—the Stated Maturity*] is not equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Applicable Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from the Redemption Date to [*if a par call feature is applicable—the Optional Redemption Date*][*if this Note is not subject to a par call feature—the Stated Maturity*] is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.]