

AIR LEASE CORP  
Form DEF 14A  
March 25, 2014

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

**SCHEDULE 14A**

Proxy Statement Pursuant to Section 14(a) of  
the Securities Exchange Act of 1934 (Amendment No.       )

Filed by the Registrant ☒

Filed by a Party other than the Registrant ☐

Check the appropriate box:

- ☐ Preliminary Proxy Statement
- ☐ **Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**
- ☒ Definitive Proxy Statement
- ☐ Definitive Additional Materials
- ☐ Soliciting Material under §240.14a-12

**Air Lease Corporation**

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(Name of Registrant as Specified In Its Charter)

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(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

- ☒ No fee required.
- ☐ Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.
  - (1) Title of each class of securities to which transaction applies:
  - (2) Aggregate number of securities to which transaction applies:
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(4) Proposed maximum aggregate value of transaction:

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o Fee paid previously with preliminary materials.

o Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

(1) Amount Previously Paid:

(2) Form, Schedule or Registration Statement No.:

(3) Filing Party:

(4) Date Filed:

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**Air Lease Corporation**

**2000 Avenue of the Stars, Suite 1000N  
Los Angeles, California 90067  
(310) 553-0555**

*March 25, 2014*

Dear Fellow Stockholder:

Your officers and directors join me in inviting you to attend the 2014 Annual Meeting of Stockholders at 7:30 a.m., Pacific time, on Wednesday, May 7, 2014, at Century Plaza Towers, 2029 Century Park East, Concourse Level, Conference Room A, Los Angeles, California 90067.

The expected items of business for the meeting are described in detail in the attached Notice of 2014 Annual Meeting of Stockholders and Proxy Statement.

We look forward to seeing you on May 7th.

Sincerely,

Steven F. Udvar-Házy  
*Chairman and Chief Executive Officer*

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**NOTICE OF 2014 ANNUAL MEETING OF STOCKHOLDERS**

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- Time and Date: 7:30 a.m., Pacific time, on Wednesday, May 7, 2014
- Location: Century Plaza Towers, 2029 Century Park East, Concourse Level, Conference Room A, Los Angeles, California 90067
- Agenda:
- (1) Elect eight directors, each to serve for a one-year term;
  - (2) Ratify the appointment of KPMG LLP as our independent registered public accounting firm for 2014;
  - (3) Approve the Air Lease Corporation 2014 Equity Incentive Plan;
  - (4) Advisory vote to approve named executive officer compensation; and
  - (5) Act upon such other matters as may properly come before the meeting.
- Record Date: You can vote at the meeting and at any postponement or adjournment of the meeting if you were a stockholder of record on March 17, 2014.
- Voting: Please vote as soon as possible, even if you plan to attend the meeting, to ensure that your shares will be represented. You do not need to attend the meeting to vote if you vote your shares before the meeting. If you are a record holder, you may vote your shares by mail, telephone or the Internet. If your shares are held by a broker or other nominee, you must follow the instructions of your broker or nominee to vote your shares.
- Annual Report: Copies of our 2013 Annual Report to Stockholders (the "Annual Report"), including audited financial statements, are being made available to stockholders concurrently with the accompanying proxy statement. We anticipate that these materials will first be made available to stockholders on or about April 4, 2014. You may also access our 2013 Annual Report on Form 10-K, which we have filed with the Securities and Exchange Commission, on our website at <http://www.airleasecorp.com>.

**Important Notice Regarding the Availability of Proxy Materials for the Annual Meeting of Stockholders to be Held on May 7, 2014: Our Proxy Statement and Annual Report are available online at <http://www.proxyvote.com>**

By Order of the Board of Directors,

Carol H. Forsyte

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*Executive Vice President, General Counsel, Corporate  
Secretary and Chief Compliance Officer  
Los Angeles, California  
March 25, 2014*

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**Air Lease Corporation**

**2000 Avenue of the Stars, Suite 1000N  
Los Angeles, California 90067  
(310) 553-0555**

**PROXY STATEMENT  
for the  
2014 ANNUAL MEETING OF STOCKHOLDERS**

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**General Information**

*When and where is the Annual Meeting being held?*

The Annual Meeting will be held on Wednesday, May 7, 2014, at 7:30 a.m., Pacific time, at Century Plaza Towers, 2029 Century Park East, Concourse Level, Conference Room A, Los Angeles, California 90067.

*What is the purpose of this Proxy Statement?*

The Board of Directors is providing you with this Proxy Statement to solicit your voting proxy for the Annual Meeting. It provides you with information to help you decide how you want your shares to be voted at the Annual Meeting. This Proxy Statement, the Notice of Annual Meeting and a form of proxy are first being made available to stockholders on or about April 4, 2014.

*Who can vote at the Annual Meeting?*

Holders of record of the 101,897,236 shares of our Class A Common Stock outstanding on March 17, 2014, which is the "record date" for the Annual Meeting, are entitled to one vote for each share held. There is no cumulative voting.

*Who is a "holder of record"?*

If your shares are registered directly in your name with our transfer agent, American Stock Transfer & Trust Company, you are considered a "holder of record". If your shares are held in a brokerage account, by a financial institution or by another holder of record, you are considered the "beneficial owner" of the shares, and they are considered held in "street name".

*Who is paying the costs of soliciting proxies?*

The Company is paying the costs of soliciting proxies on behalf of the Board of Directors. In addition to this Proxy Statement, our officers, directors and other employees may solicit proxies personally or in writing or by telephone for no additional compensation. We will, if requested, reimburse banks, brokers and other custodians and nominees for their reasonable expenses in providing these materials to their beneficial holders. We have hired D.F. King & Co., Inc., a professional advisory firm, to assist us in proxy solicitation. We will pay D.F. King & Co., Inc. \$10,000 plus reimbursement of out-of-pocket expenses.

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#### *What is the quorum requirement for the Annual Meeting?*

For stockholders to take action at the Annual Meeting, a majority of the shares of our Class A Common Stock outstanding on the record date must be present or represented at the Annual Meeting. Abstentions and broker non-votes are counted for this purpose.

#### *What is a broker non-vote?*

A broker non-vote occurs when a broker does not receive voting instructions from a beneficial owner and does not have discretionary authority under applicable rules to vote on a proposal. At the Annual Meeting, we understand that brokers have discretionary authority to vote only on the proposal to ratify the appointment of our independent registered public accounting firm.

#### *How do I cast my vote?*

Holders of record may vote by mail, telephone or the Internet. Holders of record may also vote in person at the Annual Meeting. If you are a beneficial owner, your broker should send you voting instructions. Beneficial owners who want to attend and vote in person at the Annual Meeting will need to obtain a legal proxy from their broker and present it with their ballot.

#### *How can I change my vote?*

Holders of record can revoke a prior proxy vote by submitting a later-dated proxy, by voting in person at the Annual Meeting, or by sending a letter to our Secretary at the address for our principal executive office listed on the cover page of this Proxy Statement so that it arrives no later than the close of business on May 6, 2014. If you are a beneficial owner, you will need to contact your broker to obtain instructions on how to change your vote.

#### *Who are the proxies?*

The named proxies for the Annual Meeting are Steven F. Udvar-Házy and Carol H. Forsyte, and they will follow all properly submitted voting instructions. They will vote as the Board of Directors recommends as to any submitted instructions that do not direct how to vote on any item of business, and will vote in their judgment on any other matters properly presented at the Annual Meeting.

#### *What are the votes required to approve the proposals?*

**Election of Directors.** The Company's Bylaws provide that to be elected, a director nominee must receive the affirmative vote of the holders of a majority of the shares present in person or by proxy, and entitled to vote, at the Annual Meeting. Abstentions will have the same effect as a vote "Against" the director nominee. Broker non-votes will have no effect on the outcome of the director election.

**Ratification of Appointment of KPMG as our Independent Registered Public Accounting Firm.** The affirmative vote of the holders of a majority of the shares present in person or by proxy and entitled to vote at the Annual Meeting will be required to ratify the selection of KPMG LLP. Abstentions will have the same effect as a vote "Against" the proposal.

**Approve the Air Lease Corporation 2014 Equity Incentive Plan.** The affirmative vote of the holders of a majority of the shares present in person or by proxy and entitled to vote at the Annual Meeting will be required to approve the Air Lease Corporation 2014 Equity Incentive Plan. Abstentions will have the same effect as an "Against" vote. Broker non-votes will have no effect on the outcome of this proposal.

**Advisory Vote to Approve Named Executive Officer Compensation.** With regard to the stockholder advisory vote on executive compensation, the affirmative vote of the holders of a majority of the shares



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present in person or by proxy and entitled to vote at the Annual Meeting will be required for the advisory approval. Abstentions will have the same effect as a vote "Against" the proposal. Broker non-votes will have no effect on the outcome of the advisory vote. The results of this vote are not binding on the Board of Directors.

*Are there any dissenters' rights available?*

There are no rights of appraisal or other rights of dissenters with respect to any matter to be acted upon at the Annual Meeting.

*Who will serve as the inspector of the election?*

We have engaged First Coast Results, Inc. to count the votes and act as an independent inspector of the election.

*How can I obtain directions to be able to attend the meeting and vote in person?*

You may request directions to the location of the Annual Meeting by sending a letter to our Secretary at the address for our principal executive office listed on the cover page of this Proxy Statement.

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**Corporate Governance**

**Board of Directors**

Our Board of Directors is currently composed of seven members: Matthew J. Hart, Cheryl Gordon Krongard, Robert A. Milton, John L. Plueger, Ian M. Saines, Ronald D. Sugar and Steven F. Udvar-Házy. In addition to electing the seven current members of our Board of Directors at the Annual Meeting, we are proposing that Marshall O. Larsen also be elected, bringing the total number of directors to eight. Our directors serve until their successors are duly elected and qualified at the stockholders' annual meeting each year. Certain information regarding our directors is set forth below in *Proposal 1: Election of Directors*. There are no family relationships among any of our directors or executive officers.

Our Board of Directors held six meetings in 2013. Each of the directors standing for re-election at the Annual Meeting attended at least 75% of the meetings of the Board of Directors and the committees of the Board of Directors on which he or she served. We expect but do not require our directors to attend the annual meeting of stockholders each year. All of our directors who stood for election at the 2013 annual meeting attended that meeting other than Ian Saines and former directors, Messrs. John G. Danhaki, Antony P. Ressler and Wilbur L. Ross, Jr.

**Director Independence**

Each director will qualify as "independent" pursuant to the New York Stock Exchange (the "NYSE") listing standards only if our Board of Directors affirmatively determines that he or she has no material relationship with us, either directly or as a partner, stockholder or officer of an organization that has a relationship with us. Accordingly, our Board of Directors has affirmatively determined that each of the former directors Messrs. Danhaki, Ressler and Ross and five of our seven current directors, Mr. Hart, Ms. Krongard, Mr. Milton, Mr. Saines and Dr. Sugar, were independent in accordance with the NYSE rules during the periods in 2013 and 2014 that they served as directors of our Board of Directors. Mr. Milton serves as our lead independent director. If elected, Mr. Larsen also will be independent in accordance with the NYSE rules. Messrs. Udvar-Házy and Plueger are not independent because they are employees of the Company.

**Executive Sessions of Non-Employee Directors**

As part of the Board of Directors' regularly scheduled meetings, the non-employee directors meet in executive session. Any non-employee director can request additional executive sessions. Mr. Milton, as lead independent director, schedules and chairs the executive sessions.

**Committees of the Board of Directors**

Our Board of Directors has three standing committees: an audit committee, a compensation committee and a nominating and corporate governance committee. Our Board of Directors has determined that each of these committees is composed solely of independent directors under the applicable NYSE rules. Our Board of Directors has adopted a charter for each committee that is available on our website at [www.airleasecorp.com](http://www.airleasecorp.com).

**Audit Committee.** Our audit committee consists of Messrs. Hart, Milton and Saines. Mr. Saines was appointed to the committee in December 2013 when Mr. Ross retired from the Board of Directors. Mr. Hart is the Chairman of the audit committee. Our audit committee's duties include, but are not limited to, monitoring (1) the integrity of the financial statements of the Company, (2) the independent registered public accounting firm's qualifications and independence, (3) the performance of our internal audit function and independent registered public accounting firm, (4) our compliance with legal and regulatory requirements and (5) our overall risk profile. Our audit committee is a separately designated

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standing audit committee as defined in Section 3(a)(58)(A) of the Securities Exchange Act of 1934, as amended.

Our audit committee must at all times be composed exclusively of directors who are "financially literate" as defined under the NYSE listing standards. The audit committee also must have at least one member who has past employment experience in finance or accounting, requisite professional certification in accounting or other comparable experience or background that results in the individual's financial sophistication, and who qualifies as an "audit committee financial expert," as defined under the rules and regulations of the Securities and Exchange Commission ("SEC"). All of our audit committee members are financially literate, and our Board of Directors has determined that Mr. Hart is our audit committee financial expert. Mr. Hart serves on the audit committees of three other public companies and, as required by NYSE rules, our Board has determined that such service does not impair his ability to effectively serve on the Company's audit committee. In addition to being "independent" under NYSE rules, each member of our audit committee also meets the independence requirements of the SEC for purposes of serving on an audit committee.

Our audit committee held four meetings in 2013.

***Nominating and Corporate Governance Committee.*** Our nominating and corporate governance committee consists of Messrs. Milton and Hart and Dr. Sugar. Mr. Milton is the Chairman of the nominating and corporate governance committee. Our nominating and corporate governance committee monitors the implementation of sound corporate governance principles, practices and risks and will, among other things: (1) identify individuals believed to be qualified to become a member of our Board of Directors and select or recommend candidates for all directorships to be filled, (2) annually review and recommend changes, as appropriate, to our corporate governance guidelines and (3) oversee the evaluation of our Board of Directors. Our nominating and corporate governance committee also reviews and approves all related party transactions in accordance with our policies with respect to such matters.

Our nominating and corporate governance committee held five meetings in 2013.

***Compensation Committee.*** Our compensation committee consists of Dr. Sugar, Ms. Krongard and Mr. Milton. Ms. Krongard and Mr. Milton were appointed to the committee in December 2013 when Messrs. Danhakl and Ressler retired from the Board of Directors. Dr. Sugar is the Chairman of the compensation committee. Our compensation committee has overall responsibility for evaluating, and approving or recommending, all of our compensation plans, policies and programs as they affect the executive officers, including the Chief Executive Officer, as well as overseeing the evaluation of management and succession planning for executive officer positions and to review risk exposures related to its areas of responsibility. The compensation committee also oversees preparation of the compensation discussion and analysis to be included in our annual proxy statement, recommends to the Board of Directors whether to so include the compensation discussion and analysis and provides an accompanying report to be included in our annual proxy statement.

The compensation committee has engaged Exequity Inc., a nationally recognized independent compensation consultant, to provide advice with respect to compensation decisions for the non-employee directors of our Board of Directors and our executive officers.

In addition to being "independent" under NYSE rules, each member of our compensation committee also qualifies as a "non-employee director" under SEC rules and as an "outside director" under Section 162(m) of the Internal Revenue Code for purposes of serving on a compensation committee.

Our compensation committee held five meetings in 2013.

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**The Board of Directors' Role in Risk Oversight and Board Leadership Structure**

The Board of Directors has delegated risk oversight responsibilities to the audit committee, except for risks relating to executive compensation. In accordance with its charter, the audit committee is responsible for monitoring the Company's policies and practices with respect to risk assessment and risk management. The audit committee periodically meets with our senior executives to discuss, among other things, material risks to our business. The audit committee also periodically meets with representatives of our independent registered public accounting firm. The Chairman of the audit committee reports to the full Board of Directors regarding material risks as deemed appropriate.

The compensation committee provides oversight with respect to risks that may arise from our compensation arrangements and policies. This is accomplished on an ongoing basis through the compensation committee's review and approval of specific arrangements and policies to ensure that they are consistent with our overall compensation philosophy and our business goals. The compensation committee periodically discusses any risk-related concerns with senior management and with its outside compensation consultant. The Chairman of the compensation committee will report to the full Board of Directors regarding any material risks as deemed appropriate. In view of this oversight and based on our ongoing assessment, we do not believe that our present employee compensation arrangements, plans, programs or policies are likely to have a material adverse effect on the Company.

The Board of Directors believes that its governance structure supports the Board's role in risk oversight. Independent directors chair each of the Board committees responsible for risk oversight. The Company has a lead independent director who facilitates communication between management and directors, and all directors are involved in the review of key enterprise risks. Our Board of Directors has determined that the combined role of Chairman and Chief Executive Officer provides strong and unambiguous leadership in our relationship-driven industry, appropriately balanced by independent oversight of management through the presence of our lead independent director and the governance structure of our Board of Directors described above.

**Corporate Governance Guidelines and Code of Business Conduct**

***Corporate Governance Guidelines.*** Our Board of Directors has adopted Corporate Governance Guidelines to assist the Board of Directors in the exercise of its duties and responsibilities and to serve the best interests of the Company and our stockholders. The Guidelines are intended to serve as a flexible framework for the conduct of the Board of Directors' business and not as a set of legally binding obligations. The Guidelines describe the Board of Directors' responsibilities, the qualification criteria for serving as a director, and standards for the conduct of meetings and establishing and maintaining committees. The Guidelines also confirm that the directors will have full and free access to officers and employees of the Company and have authority to retain independent advisors as necessary and appropriate in carrying out their activities. In addition, the Guidelines establish frameworks for director compensation, director orientation and continuing education, and an annual evaluation of the Board and its committees and of the Guidelines. Finally, the Guidelines charge the compensation committee with oversight of management evaluation and succession, and detail the Company's policies regarding confidentiality and communications between our Board of Directors and the press and media on matters pertaining to the Company. Our Corporate Governance Guidelines are available on our website at [www.airleasecorp.com](http://www.airleasecorp.com).

***Code of Business Conduct and Ethics.*** Our Board of Directors has adopted a Code of Business Conduct and Ethics that applies to all of our directors, employees and officers. Among other things, the Code of Business Conduct and Ethics is intended to ensure fair and accurate financial reporting, to promote ethical conduct and compliance with applicable laws and regulations, to provide guidance with respect to the handling of ethical issues, to foster a culture of honesty and accountability and to deter wrongdoing. It also requires disclosure to us of any situation, transaction or relationship that may give

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rise to any actual or potential conflict of interest. Such conflicts must be avoided unless approved by our nominating and corporate governance committee. The Code of Business Conduct and Ethics prohibits our employees, officers and directors from taking, or directing a third party to take, a business opportunity that is discovered through the use of our property. A copy of our Code of Business Conduct and Ethics is available on our website at [www.airleasecorp.com](http://www.airleasecorp.com).

**Compensation Committee Interlocks and Insider Participation**

None of the members of our compensation committee has at any time been one of our officers or employees. None of our executive officers serves, or in the past year has served, as a member of the board of directors or the compensation committee of any entity that has one or more executive officers who serve on our Board of Directors or compensation committee.

**Consideration of Director Candidates**

Our nominating and corporate governance committee is responsible for identifying and evaluating director candidates based on the perceived needs of the Board of Directors at the time made. Among other attributes, our nominating and corporate governance committee will consider a director candidate's diversity of background and personal experience. In this context, diversity may encompass a candidate's educational and professional history, community or public service, expertise or knowledge base and certain unique personal characteristics, as well as the candidate's race, ethnicity, national origin and gender. The nominating and corporate governance committee does not have a formal policy specifying how diversity of background and personal experience should be applied in identifying or evaluating director candidates, and a candidate's background and personal experience, while important, does not necessarily outweigh other attributes or factors the nominating and corporate governance committee considers in evaluating candidates.

The most important characteristic of any director candidate is his or her ability to faithfully represent the interests of our stockholders. Other important qualities include the candidate's integrity, judgment and independence of thought; an absence of conflicting time commitments; financial literacy; leadership experience; and a fit of abilities and personality that helps build an effective, collegial and responsive Board of Directors.

Any stockholder may recommend a director candidate for our nominating and corporate governance committee to consider by submitting the candidate's name and qualifications to us in care of the Secretary at the address for our principal executive office listed on the cover page of this Proxy Statement. Director candidates recommended by a stockholder are considered in the same manner as any other candidates, although the nominating and corporate governance committee may prefer candidates who are personally known to the existing directors and whose reputations are highly regarded. Our nominating and corporate governance committee has not retained professional search firms to assist it in recruiting potential director candidates.

Our bylaws provide that stockholders of record seeking to nominate candidates for election as directors at our annual meeting of stockholders (or to bring other business before our annual meeting of stockholders) may do so by providing timely notice of their intent in writing. To be timely, the notice from the stockholder of record must be delivered to the Secretary at our principal executive office not less than 90 days nor more than 120 days prior to the annual meeting. Our bylaws also specify certain requirements as to the form and content of the necessary notice. For more information, see the section below titled *Stockholder Proposals and Director Nominations for our 2015 Annual Meeting of Stockholders*.

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**Communications with the Board of Directors**

Stockholders and any other interested parties who wish to communicate with the Board of Directors or an individual director, including our lead independent director, may send a letter to the Secretary at the address for our principal executive office listed on the cover page of this Proxy Statement. The mailing envelope must contain a clear notation indicating that the enclosed letter is a "Board Communication" or "Director Communication". All such letters must clearly state the author's interest in the Company and whether the intended recipients are all members of the Board of Directors or just certain specified individual directors. The Secretary will make copies of all such letters and circulate them to the appropriate director or directors.

**Section 16(a) Beneficial Ownership Reporting Compliance**

Based solely on written representations furnished to us from reporting persons and our review of Forms 3, 4 and 5 and any amendments thereto furnished to us, we believe all such Forms required to be filed during 2013 under Section 16(a) of the Securities Exchange Act of 1934, as amended, were filed on a timely basis except for one late Form 4 filing by a former director, Wilbur L. Ross, Jr. to report the sale of shares of the Company's Class A Common Stock.

**Director Compensation**

Our Board of Directors sets non-employee director compensation based on recommendations from the compensation committee. Messrs. Udvar-Házy and Plueger do not receive separate compensation for their service on our Board of Directors. The compensation committee's independent compensation consultant assists in obtaining market information and designing various aspects of our compensation program for the directors.

With respect to 2013, we provided the non-employee members of our Board of Directors with an annual retainer in the amount of \$80,000 payable in quarterly installments. In addition, the Chairmen of our compensation committee and nominating and corporate governance committee each received an additional annual retainer of \$20,000, while the other members of our compensation committee and nominating and corporate governance committee each received an additional annual retainer of \$10,000. The Chairman of our audit committee received an additional annual retainer of \$35,000, while the other members of the audit committee each received an additional annual retainer of \$15,000. Our lead independent director received an additional annual retainer of \$50,000. As a matter of policy, each director could elect to have his or her retainer paid in cash or shares of our Class A Common Stock, or a combination thereof. However, to date we have paid our directors' retainers in cash only.

We reimbursed directors for travel and lodging expenses incurred in connection with their attendance at meetings. We also have entered into agreements with each of our non-employee directors to provide them with indemnification and advancement of expenses to supplement that provided under our certificate of incorporation and bylaws, subject to certain requirements and limitations.

Finally, each current non-employee director and each non-employee director who joins our Board of Directors in the future has received or will receive an initial grant of restricted stock units ("RSUs") to be settled in shares of Class A Common Stock with an aggregate value equal to \$120,000 ("Initial Director Grant") pursuant to our Amended and Restated Air Lease Corporation 2010 Equity Incentive Plan (the "2010 ALC Equity Incentive Plan") or any successor plan.

Thereafter, each year our non-employee directors will receive an annual RSU award to be settled in shares of Class A Common Stock with an aggregate value equal to \$80,000 (the "Annual Director Grant"). On May 8, 2013, each non-employee director received the Annual Director Grant, other than Mr. Saines (who voluntarily declined receipt of an award pursuant to the policies of his employer at the time of the grant) and Ms. Krongard. On December 13, 2013, Ms. Krongard received an Initial

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Director Grant of RSUs upon election to the Board of Directors. The value of all grants of RSUs is based on the closing price of our Class A Common Stock on the date of grant. All RSUs awarded to our non-employee directors vest in full on the first anniversary of the grant date, and if the Board of Directors service of such a director terminates for any reason, the RSUs will vest on a daily prorated basis according to the number of days between the grant date and the termination of service, divided by 365.

## Director Compensation Summary

The following table sets forth compensation paid to or earned by the individuals who served as non-employee directors of our Company during 2013.

Name	Fees earned or paid in cash \$(1)	Stock Awards \$(2)	Total (\$)
Mr. Danhaki(3)(4)	\$ 90,000	\$ 80,000	\$ 170,000
Mr. Hart	\$ 125,000	\$ 80,000	\$ 205,000
Ms. Krongard	\$ 0	\$ 120,000	\$ 120,000
Mr. Milton	\$ 165,000	\$ 80,000	\$ 245,000
Mr. Ressler(3)(5)	\$ 90,000	\$ 80,000	\$ 170,000
Mr. Ross (3)	\$ 95,000	\$ 80,000	\$ 175,000
Mr. Saines(6)	\$ 80,000	\$ 0	\$ 80,000
Dr. Sugar	\$ 110,000	\$ 80,000	\$ 190,000

(1) *Fees Earned or Paid in Cash:* The amount shown for each non-employee director is composed of his annual retainer fees and committee and/or Chairmanship fees.

(2) *Stock Awards:* On May 8, 2013, each of the non-employee directors with the exception of Mr. Saines and Ms. Krongard, was granted an award of RSUs covering 2,719 shares. The award vests in full on May 8, 2014. Mr. Saines voluntarily declined receipt of an award pursuant to the policies of his employer at the time of the grant. Upon joining the Board of Directors on December 13, 2013, Ms. Krongard was granted an Initial Director Grant of RSUs covering 3,882 shares. Ms. Krongard's award vests in full on December 13, 2014. There were no other outstanding equity awards for our non-employee directors on December 31, 2013.

The dollar amounts shown for these awards reflect \$29.42 per share for each director who received a grant on May 8, 2013, and \$30.91 per share for the grant to Ms. Krongard who received a grant on December 13, 2013, which in each case is the grant date fair value of one share of Class A Common Stock computed in accordance with GAAP. Each RSU represents a contingent right to receive one share of our Class A Common Stock.

(3) Messrs. Danhaki, Ressler and Ross served as non-employee directors of the Company during 2013 until their retirement on December 13, 2013. Upon their retirement from our Board of Directors, 1,631 RSUs immediately vested and the remaining 1,088 RSUs were forfeited.

(4) Mr. Danhaki assigned his fees earned or paid in cash to Leonard Green & Partners, L.P. ("LGP"). The RSUs held by Mr. Danhaki, while a director of the Company, were for the benefit of LGP. Mr. Danhaki is a Managing Partner at LGP. Mr. Danhaki disclaimed beneficial ownership of these RSUs except to the extent of his pecuniary interest in these RSUs.

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- (5) Mr. Ressler assigned his fees earned or paid in cash to Ares Management LLC ("Ares"). The RSUs held by Mr. Ressler while a director of the Company were for the benefit of Ares and certain funds managed by or affiliated with Ares (together with Ares, the "Ares Entities"). Mr. Ressler is associated with Ares and certain of the other Ares Entities. Pursuant to the policies of the Ares Entities, Mr. Ressler had to hold these RSUs as a nominee on behalf of, and for the sole benefit of, the Ares Entities. Mr. Ressler disclaimed beneficial ownership of these RSUs.
- (6) Until December 13, 2013, Mr. Saines was the Group Executive of the Institutional Banking and Markets Division of the Commonwealth Bank of Australia. Pursuant to the policies of the Commonwealth Bank of Australia, Mr. Saines assigned his fees earned or paid in cash during 2013 to the Commonwealth Bank of Australia. Mr. Saines voluntarily declined receipt of RSUs pursuant to the policies of the Commonwealth Bank of Australia.



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**Items of Business**

**Proposal 1: Election of Directors**

At the Annual Meeting, the Board of Directors is recommending to stockholders that Mr. Matthew J. Hart, Ms. Cheryl Gordon Krongard, Mr. Marshall O. Larsen, Mr. Robert A. Milton, Mr. John L. Plueger, Mr. Ian M. Saines, Dr. Ronald D. Sugar and Mr. Steven F. Udvar-Házy each be elected as a director to serve for a one-year term ending at the 2015 annual meeting of stockholders. Each of the nominees named below, except for Mr. Larsen, is currently a director and each was elected at the Annual Meeting held on May 8, 2013, except for Ms. Krongard and Mr. Larsen. Each nominee has consented to be nominated and has agreed to serve as a director if elected. Should any of these individuals become unable to serve as a director prior to the Annual Meeting, the proxies for the Annual Meeting will, unless otherwise directed, vote for the election of such other individual as the Board of Directors may recommend, unless the Board in its discretion reduces the number of directors.

Under our bylaws, the election of each director nominee will require the affirmative vote of a majority of shares of Class A Common Stock present or represented, and entitled to vote, at the Annual Meeting. Abstentions will have the same effect as a vote "Against" the director nominee. Broker non-votes will have no effect on the outcome of the director election.

**The Board of Directors recommends that you vote "FOR" the election to the Board of Directors of each of the eight nominees.**

A summary of each nominee's principal occupation, recent professional experience, directorships at other public companies for at least the past five years, and certain other qualifications, is provided below:

*Matthew J. Hart*, age 61, has served as one of our directors since May 2010. Mr. Hart served as President and Chief Operating Officer of Hilton Hotels Corporation, a global hospitality company, from May 2004 until the buyout of Hilton by the Blackstone Group in October 2007. Mr. Hart also served as Executive Vice President and Chief Financial Officer of Hilton from 1996 to 2004. Prior to joining Hilton, Mr. Hart served as the Senior Vice President and Treasurer of The Walt Disney Company and Executive Vice President and Chief Financial Officer for Host Marriott Corp. Mr. Hart currently serves on the board of directors of American Airlines Group, Inc. and Great American Group, Inc. and is a trustee of American Homes 4 Rent. He was a director of US Airways Group Inc. from 2006 until its December 2013 merger with American Airlines Group, Inc. (formerly AMR Corp). Mr. Hart received his Bachelor of Arts from Vanderbilt University and received a Master of Business Administration from Columbia University.

Mr. Hart possesses significant executive experience in the hotel industry and currently serves on the board of directors of a major U.S. airline. Mr. Hart provides our Board of Directors with an important combination of management, airline industry and financial expertise. His experience as the chief financial officer of two Fortune 500 companies, and his service on the audit committees of three other public companies, make him instrumental in helping our Board of Directors implement business and financial strategy.

*Cheryl Gordon Krongard*, age 58, has served as one of our directors since December 13, 2013. Ms. Krongard is engaged in private investment activities. Ms. Krongard was a senior partner of Apollo Management, L.P., a private investment company, from January 2002 to December 2004. From 1994 to 2000, she served as the Chief Executive Officer of Rothschild Asset Management and as Senior Managing Director for Rothschild North America. Additionally, she served as a director of Rothschild North America, Rothschild Asset Management, Rothschild Asset Management BV, and Rothschild Realty Inc. and as Managing Member of Rothschild Recovery Fund. Ms. Krongard serves on the board of directors of Legg Mason, Inc., a diversified group of global asset management firms (since 2006), and served as a director of US Airways Group Inc. from 2003 until its December 2013 merger with

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AMR Corp and was a director of Educate, Inc. Ms. Krongard was elected a lifetime governor of the Iowa State University Foundation in 1997 and has served as Chairperson of its Investment Committee. She also is a member of the Deans Advisory Council, Iowa State University College of Business. Ms. Krongard received her Bachelor of Science in Industrial Administration from Iowa State University.

Ms. Krongard brings substantial asset management expertise and leadership experience serving as a senior executive at large, complex asset management organizations. Her strategic planning experience and airline experience gained as a director of a public company is a key resource to our Board for financial investments and business strategy.

*Marshall O. Larsen*, age 65, is a director-nominee. Mr. Larsen served as Chairman, President and Chief Executive Officer of Goodrich Corporation, a supplier of systems and services to the aerospace and defense industry, from 2003 until his retirement in July 2012 when the company was acquired by United Technologies Corporation. He was elected as President and Chief Operating Officer of Goodrich in February 2002, and as a director in April 2002. From 1995 through January 2002, Mr. Larsen served as Executive Vice President of Goodrich and President and Chief Operating Officer of Goodrich Aerospace division of Goodrich. Mr. Larsen joined Goodrich in 1977. Mr. Larsen is a former Chairman of the U.S. Aerospace Industries Association, and serves as a director of Becton, Dickinson and Company, Lowe's Companies, Inc., United Technologies Corporation and the Federal Reserve Bank of Richmond. He is active in numerous community activities and is a member of the Krannert School of Management Advisory Board, Purdue University. Mr. Larsen received his Bachelor of Science degree from the U.S. Military Academy and his Masters of Science degree in Industrial Administration from Purdue University.

Mr. Larsen brings substantial business and leadership experience as the chairman and chief executive officer of a publicly-traded company for nine years including insights in governance, regulatory and management issues facing public companies. His in-depth knowledge of the aerospace industry and the conditions that affect the industry will significantly benefit the discussions of our Board of Directors.

*Robert A. Milton*, age 53, has served as one of our directors since April 2010. Mr. Milton is our lead independent director. Mr. Milton is the former Chairman and Chief Executive Officer of ACE Aviation Holdings, Inc., a holding company for Air Canada and other aviation interests ("ACE") from 2004 until June 2012. He also was the President of ACE from 2004 until 2011. Mr. Milton was also the Chairman of Air Canada until December 2007. He held the position of President and Chief Executive Officer of Air Canada from August 1999 until December 2004. Mr. Milton is currently a director of AirAsia Berhad. He previously served on the board of directors of Aeroplan Income Fund and Jazz Air Income Fund as Chairman, as well as US Airways. He is a member of the board of directors of the Smithsonian National Air & Space Museum. Mr. Milton served as Chair of the International Air Transport Association's Board of Governors from 2005 to 2006. He is one of the past Chairmen of the Georgia Tech Advisory Board and currently serves as a Trustee of the Georgia Tech Foundation. Mr. Milton received his Bachelor of Science degree in Industrial Management from the Georgia Institute of Technology.

Mr. Milton's extensive experience in the aviation industry, including his many years with Air Canada, provides our Board of Directors with deep industry experience. Our Board of Directors has benefited from Mr. Milton's many relationships in the aircraft manufacturing, aircraft leasing and airline industries. Mr. Milton's management experience and understanding of the aircraft leasing industry make him an ideal choice to act as our lead independent director.

*John L. Plueger*, age 59, has served as our President and Chief Operating Officer since March 2010 and as one of our directors since April 2010. Mr. Plueger has more than 27 years of aviation industry and aircraft leasing experience, 23 of which were with International Lease Finance Corporation

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("ILFC") where he served as acting Chief Executive Officer from February 2010 to March 2010, as President and Chief Operating Officer from 2002 to February 2010 and on its board of directors from 2002 to 2010. Mr. Plueger's professional experience also includes testifying before the U.S. House of Representatives as an aircraft leasing industry expert witness as well as responding to European Commission formal inquiries concerning aerospace industry related mergers and acquisitions. Mr. Plueger is a Certified Public Accountant and is an FAA Airline Transport Pilot with type ratings on multiple jet aircraft and single/multi engine and instrument instructor ratings. Mr. Plueger is a member of the board of directors of the Smithsonian National Air and Space Museum, a member of the Pepperdine University Board of Regents and also serves on the board of directors of the Wings Club. He received his Bachelor of Arts degree from the University of California, Los Angeles and is a Certified Director from the UCLA Anderson Graduate School of Management's Corporate Director Certification Program.

Mr. Plueger has more than 27 years of aviation industry and aircraft leasing experience, providing our Board of Directors with an in-depth understanding of our business. His many years of business, financial, accounting, managerial and executive experience in our industry make him an invaluable member of our Board of Directors.

*Ian M. Saines*, age 51, has served as one of our directors since June 2010. Mr. Saines is engaged in private investment activities. From 2004 until December 2013, Mr. Saines was Group Executive of the Institutional Banking and Markets division of Commonwealth Bank, which he joined in 2004. He was responsible for managing Commonwealth Bank's relationships with major corporate, institutional and government clients and providing a full range of capital raising, transactional and risk management products and services. Prior to joining Commonwealth Bank, Mr. Saines was a Management Committee member of Zurich Capital Markets Asia, the investment banking arm of the Zurich Financial Services Group. He is currently a director of the Australian Financial Markets Association. Mr. Saines is a Fellow of the Australian Institute of Company Directors, and a Certified Finance and Treasury Professional. Mr. Saines has a first class honours degree in economics from the University of New South Wales.

Mr. Saines brings to our Board of Directors a wealth of experience in commercial banking and deep knowledge of financial risk management. He provides our Board of Directors with key insights with respect to financial products, the financial markets, capital raising activities and the management of a large, complex business.

*Dr. Ronald D. Sugar*, age 65, has served as one of our directors since April 2010. Dr. Sugar was Chairman of the Board and Chief Executive Officer of Northrop Grumman Corporation, a global aerospace and defense company, from 2003 until 2010 and President and Chief Operating Officer from 2001 until 2003. He was President and Chief Operating Officer of Litton Industries, Inc. from 2000 until the company was acquired by Northrop Grumman in 2001. He was earlier Chief Financial Officer of TRW Inc. He is a director of Amgen Inc., Apple Inc. and Chevron Corporation. He is also a senior adviser to Ares Management LLC, Bain & Company and Northrop Grumman Corporation, a trustee of the University of Southern California, board of visitors member of the University of California, Los Angeles Anderson School of Management, past Chairman of the Aerospace Industries Association, and a member of the National Academy of Engineering. Dr. Sugar received his Bachelor of Science degree in Engineering (summa cum laude) from the University of California, Los Angeles, and his Master of Science and Doctorate Degrees in Engineering from UCLA.

Dr. Sugar has significant executive experience in the global aerospace business. In addition to drawing on Dr. Sugar's in-depth executive and financial experience in related industries, our Board of Directors also benefits from Dr. Sugar's current experience as a board member of three Fortune 500 companies. He has particularly useful experience with risk oversight, advanced technology, and a deep understanding of legislative and regulatory processes.

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*Steven F. Udvar-Házy*, age 68, has served as our Chairman and Chief Executive Officer since our launch in February 2010. In 1973, Mr. Udvar-Házy co-founded the aircraft leasing business that became ILFC and from 1973 to February 2010 served as Chairman and Chief Executive Officer of ILFC. ILFC became a subsidiary of American International Group, Inc. in 1990. Mr. Udvar-Házy is a director of SkyWest, Inc. and currently serves as that board's lead independent director. Mr. Udvar-Házy is an FAA Airline Transport Pilot with type ratings on multiple jet aircraft and has over 30 years of experience flying jet aircraft. He received his Bachelor of Arts degree from the University of California, Los Angeles.

Mr. Udvar-Házy brings extensive industry, managerial and leadership experience to our Board of Directors. With more than 40 years of aviation industry experience, Mr. Udvar-Házy provides our Board of Directors with a critical understanding and appreciation of our business and the know-how to craft and execute on our business and strategic plans. He is the founder, and a substantial stockholder, of our Company.

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**Proposal 2: Ratification of Appointment of Independent Registered Public Accounting Firm**

Our audit committee has appointed KPMG LLP as our independent registered public accounting firm to audit our financial statements for 2014. During 2013, KPMG served as our independent public accounting firm and provided certain other audit-related services. Representatives of KPMG are expected to attend the Annual Meeting, be available to respond to appropriate questions and, if they desire, make a statement.

This is a non-binding vote. If KPMG's appointment is not ratified, the audit committee will reconsider whether to retain KPMG, but still may retain KPMG. Even if the appointment is ratified, the audit committee, in its discretion, may change the appointment at any time during the year if it determines that such a change would be appropriate.

Approval of the ratification of KPMG as our independent registered public accounting firm for 2014 requires the affirmative vote of a majority of shares of Class A Common Stock present or represented, and entitled to vote thereon, at the Annual Meeting. Abstentions will have the same effect as a vote "Against" the proposal.

**The Board of Directors recommends that you vote "FOR" the ratification of KPMG LLP as our independent registered public accounting firm for 2014.**

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**Proposal 3: Approval of the 2014 Equity Incentive Plan**

We are seeking approval of the Air Lease Corporation 2014 Equity Incentive Plan (the "2014 Plan"), which will allow us to continue to grant equity-based compensation to our directors, officers, employees and consultants. Our Board of Directors, upon the recommendation of our Compensation Committee, unanimously approved the 2014 Plan, subject to approval by our stockholders at this Annual Meeting. The 2014 Plan will replace the Amended and Restated 2010 Equity Incentive Plan (the "2010 Plan"), which is currently our only active equity compensation plan. As of March 21, 2014, the 2010 Plan had 711,338 shares remaining for grant (assuming maximum payout of outstanding performance-based restricted stock units), and at this level, we will not be able to issue new competitive equity awards without this new authorization. Any shares remaining for grant in the 2010 Plan will be incorporated into the 2014 Plan.

The 2014 Plan is being submitted to a vote of our stockholders and is intended to comply with New York Stock Exchange rules and the "performance-based compensation" exemption under Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code").  
Stockholder approval

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will also allow us to grant incentive stock options under the 2014 Plan. The closing price for a share of our common stock as reported on the NYSE was \$37.29 on March 21, 2014. Approval of the 2014 Plan requires the affirmative vote of the holders of a majority of the shares present in person or by proxy, and entitled to vote thereon, at the Annual Meeting. Abstentions will have the same effect as an "Against" vote. Broker non-votes will have no effect on the outcome of this proposal.

**The Board of Directors recommends that you vote "FOR" the proposal to approve the 2014 Equity Incentive Plan.**

**Introduction**

Our 2014 Plan will become effective upon approval by our stockholders. The 2014 Plan authorizes the grant of nonqualified and incentive stock options, stock appreciation rights ("SARs"), restricted stock awards, restricted stock unit awards ("RSUs"), stock bonus awards, incentive bonus awards, other awards or any combination of the foregoing that may be settled in or based upon our Class A Common Stock or in cash.

**Purpose of Proposal**

The purpose of the 2014 Plan is to enable us to attract, retain and motivate officers, employees, directors and consultants and to provide a means whereby officers, employees, directors and/or consultants can acquire and maintain ownership of our Class A Common Stock or be paid incentive compensation measured by reference to the value of our Class A Common Stock, thereby strengthening their commitment to our short-term and long-term goals and objectives and those of our affiliates and promoting an identity of interest between our stockholders and these persons.

**Key Considerations**

*No Repricings without Stockholder Approval.* Without the approval of our stockholders, options and SARs may not be amended to decrease the exercise price, be cancelled in conjunction with the grant of any new option or SAR with a lower exercise price or in exchange for cash, or otherwise be subject to any action that would be treated, for accounting purposes, as a "repricing" of such option or SAR.

*No In-the-Money Grants.* The 2014 Plan prohibits the grant of stock options or SARs with an exercise price less than the fair market value of a share of our Class A Common Stock on the date of grant.

*Minimum Vesting Requirements.* The restrictions imposed on restricted stock and RSUs (other than restricted stock and RSUs that are performance-based awards or that are granted to non-employee directors) may not lapse over a period of less than three (3) years following the date of grant of the award, except in the case of the participant's death or disability or in the event of a change in control.

*Limitation on Grants.* Subject to equitable adjustments, the maximum number of shares with respect to which performance-based awards may be granted to any one person in a given year is 500,000 shares of our Class A Common Stock or with respect to which options or SARs may be granted to any one person in a given year is 1,000,000 shares of our Class A Common Stock. The maximum cash amount payable to any one person in a given year with respect to performance-based awards is \$7,000,000.

*Conservative Use of Shares.* Our average 3-year average run rate is 0.42%, as described in the table below. We believe that this demonstrates that we have a conservative program

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Awards(1) Granted as:

Fiscal Year	Stock Options(#)	RSUs (#)	Weighted Avg. Shares Outstanding (Basic)	Run Rate(2)
2013		422,366	101,529,137	0.42%
2012		408,097	100,991,871	0.40%
2011	150,000	232,057	89,592,945	0.43%
Avg. 3-Year Run Rate				0.42%

(1)

During the last three years, we only issued stock options and restricted stock units (RSUs).

(2)

We calculated the run rate as follows: the number of stock options and RSUs granted in a fiscal year divided by the basic weighted average shares outstanding.

The run rate shown assumes a target number of our performance-based RSUs granted. All of our outstanding RSUs are performance-based and will be forfeited if certain performance vesting criteria are not met. Beginning with our 2012 grants, half of our RSUs may be earned at a rate higher than target based on actual performance. If we assumed a maximum payout rate for our RSUs, the 3-year average run rate would be 0.55%. If we assumed less than target payouts, the 3-year average run rate would be considerably lower than the 0.42% shown at target.

*Appropriate Dilution.* The potential dilution from issuing all of the 5 million shares being requested would be approximately 5 percent, based on the total number of our Class A Common Stock outstanding on December 31, 2013 of 101,822,676. The potential dilution from (i) issuing all of the 5 million shares being requested and (ii) outstanding awards issued under the 2010 Plan (as defined below) would be approximately 11 percent, based on the total number of our Class A Common Stock outstanding on December 31, 2013 of 101,822,676.

**Description**

Set forth below is a summary of these and other important features included in the 2014 Plan. All statements are intended only to summarize the 2014 Plan and are qualified in their entirety by the actual 2014 Plan, a copy of which is attached as Appendix A.

**Shares Subject to the 2014 Equity Incentive Plan and Award Limits**

The maximum number of shares of our Class A Common Stock that may be issued pursuant to the 2014 Plan is the sum of (i) 5,000,000 shares and (ii) any shares which as of the effective date are available for grant under the 2010 Plan, and (iii) any shares which are subject to awards under the 2010 Plan and which subsequently expire or lapse without being exercised, are canceled or forfeited, are not delivered because such shares are withheld to satisfy the option price and/or the tax withholding obligations relating to any such award, or are settled for cash.

Subject to adjustments as provided in the 2014 Plan, no person may be granted performance-based awards under 2014 Plan during any calendar year with respect to more than 500,000 shares of our Class A Common Stock or options or SARs under 2014 Plan during any calendar year with respect to more than 1,000,000 shares of our Class A Common Stock. The maximum cash amount payable pursuant to that portion of an incentive award or other award granted in any calendar year to any person and that is intended to satisfy the requirements for "performance-based compensation" under Section 162(m) may not exceed \$7,000,000.

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**Purpose of the 2014 Plan**

The purpose of the 2014 Plan is to enable us to attract, retain and motivate officers, employees, directors and consultants and to provide a means whereby officers, employees, directors and/or consultants can acquire and maintain ownership of our Class A Common Stock or be paid incentive compensation measured by reference to the value of our Class A Common Stock, thereby strengthening their commitment to our short-term and long-term goals and objectives and those of our affiliates and promoting an identity of interest between our stockholders and these persons.

**Administration**

The 2014 Plan is administered by the compensation committee or such other committee of the Board of Directors as the Board of Directors may from time to time designate (the "Committee"). Among other responsibilities, the Committee has the authority to select individuals to whom awards may be granted, to determine the type of award as well as the number of shares of Class A Common Stock to be covered by each award, and to determine the terms and conditions of any such awards, including the applicable vesting schedule, performance conditions and whether the award will be paid in cash or settled in shares.

**Share Reserves**

The shares of Class A Common Stock subject to grant under the 2014 Plan are to be made available from authorized but unissued shares, from treasury shares, from shares purchased on the open market or by private purchase, or a combination of any of the foregoing. To the extent that any award is forfeited, or any option or SAR terminates, expires or lapses without being exercised, or any award is settled for cash, the shares of Class A Common Stock subject to such awards not delivered as a result thereof will again be available for awards under the 2014 Plan. If the exercise price of any option and/or the tax withholding obligations relating to any award are satisfied by delivering shares of Class A Common Stock (by either actual delivery or by attestation), only the number of shares of Class A Common Stock issued net of the shares of Class A Common Stock delivered or attested to will be deemed delivered for purposes of the limits in the 2014 Plan. To the extent any shares of Class A Common Stock subject to an award are withheld to satisfy the exercise price (in the case of an option) and/or the tax withholding obligations relating to such award, such shares of Class A Common Stock will not generally be deemed to have been delivered for purposes of the limits set forth in the 2014 Plan.

In the event of certain extraordinary corporate transactions or events affecting us, the Committee or the Board of Directors shall make such substitutions or adjustments as it deems appropriate and equitable to (1) the aggregate number and kind of shares or other securities reserved for issuance and delivery under the 2014 Plan, (2) the various maximum limitations set forth in the 2014 Plan, (3) the number and kind of shares or other securities subject to outstanding awards and (4) the exercise price of outstanding options and SARs. In the case of corporate transactions such as a merger or consolidation, such adjustments may include the cancellation of outstanding awards in exchange for cash or other property or the substitution of other property for the shares subject to outstanding awards. In addition, the Committee may adjust in its sole discretion the performance goals applicable to any awards to reflect any stock change and any corporate transaction and any unusual or nonrecurring events and other extraordinary items, impact of charges for restructurings, discontinued operations and the cumulative effects of accounting or tax changes, each as defined by generally accepted accounting principles or as identified in our financial statements, notes to the financial statements, management's discussion and analysis or our other SEC filings; provided that with respect to awards that are intended to qualify as "performance-based compensation" under Section 162(m) of the Code, such adjustments or substitutions shall be made only to the extent that the Committee

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determines that such adjustments or substitutions may be made without causing us to be denied a tax deduction on account of Section 162(m) of the Code.

**Types of Awards**

As indicated above, several types of awards can be made under the 2014 Plan. A summary of these awards is set forth below.

*Stock Options and Stock Appreciation Rights.* A stock option is a contractual right to purchase shares at a future date at a specified exercise price, while a SAR is a contractual right to receive, in cash or shares, an amount equal to the appreciation of one share of our Class A Common Stock following the grant date. Stock options granted under the 2014 Plan may either be incentive stock options, which are intended to qualify for favorable treatment to the recipient under U.S. federal tax law, or nonqualified stock options, which do not qualify for this favorable tax treatment. SARs granted under the 2014 Plan may either be "tandem SARs", which are granted in conjunction with an option, or "free-standing SARs", which are not granted in tandem with a stock option. A tandem SAR may be granted on the grant date of the related option, will be exercisable only to the extent that the related option is exercisable and will have the same exercise price as the related option. A tandem SAR will terminate or be forfeited upon the exercise or forfeiture of the related option and the related option will terminate or be forfeited upon the exercise or forfeiture of the tandem SAR.

Each grant of stock options or SARs under the 2014 Plan will be evidenced by an award agreement that specifies the exercise price, the duration of the award, the number of shares to which the award pertains, vesting schedule and such additional limitations, terms and conditions as the Committee may determine, including, in the case of stock options, whether the options are intended to be incentive stock options or nonqualified stock options. The 2014 Plan provides that the exercise price of options and SARs will be determined by the Committee, but may not be less than 100% of the fair market value of the stock underlying the options or SARs on the date of grant. Award holders may pay the exercise price in cash or, if approved by the Committee, in Class A Common Stock (valued at its fair market value on the date of exercise) or a combination thereof, or by "cashless exercise" through a broker or by withholding shares otherwise receivable on exercise. The term of options and SARs will be determined by the Committee, but may not exceed ten years from the date of grant. The Committee will determine the vesting and exercise schedule of options and SARs, and the extent to which they will be exercisable after the award holder's services with us terminate.

*Restricted Stock.* Restricted stock is an award of shares of our Class A Common Stock that are subject to restrictions on transfer and a substantial risk of forfeiture. Subject to the minimum vesting requirements, restricted stock may be granted under the 2014 Plan with such restrictions as the Committee may designate. The Committee may provide at the time of grant that the vesting of restricted stock will be contingent upon the achievement of specified performance goals and/or continued service. The terms and conditions of restricted stock awards (including any applicable performance goals) need not be the same with respect to each participant. During the restriction period, the Committee may require that the stock certificates evidencing restricted shares be held by us. Except for these restrictions and any others imposed by the Committee, upon the grant of restricted stock under the 2014 Plan, the recipient will have the rights of a stockholder with respect to the restricted stock, including the right to vote the restricted stock; however, whether and to what extent the recipient will be entitled to receive cash or stock dividends paid or made with respect to the restricted shares of Class A Common Stock and whether any such dividends will be automatically deferred and/or reinvested in additional restricted stock and held subject to the vesting of the underlying restricted stock, will be set forth in the particular participant's award agreement.



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*Restricted Stock Units.* RSUs represent a contractual right to receive the value of a share of our Class A Common Stock (in either cash or shares) at a future date, subject to specified vesting and other restrictions (including, but not limited to the minimum vesting requirements). The Committee may grant RSUs payable in cash or shares of Class A Common Stock, conditioned upon continued service and/or the attainment of performance goals determined by the Committee. The terms and conditions of RSU awards granted under the 2014 Plan (including any applicable performance goals) need not be the same with respect to each participant.

*Stock-Bonus Awards.* The Committee may grant unrestricted shares of our Class A Common Stock, or other awards denominated in our Class A Common Stock, alone or in tandem with other awards, in such amounts and subject to such terms and conditions as the Committee determines from time to time in its sole discretion as, or in payment of, a bonus, or to provide incentives or recognize special achievements or contributions.

*Incentive Bonus Awards.* Under the 2014 Plan, the Committee may grant bonus awards based on satisfaction of such performance goals as are specified in the award agreement, including without limitation, (a) the target and maximum amount, (b) the performance criteria and level of achievement, (c) the term of the performance period, (d) the timing of any payment earned by virtue of performance, (e) restrictions on the alienation or transfer of the incentive bonus award prior to actual payment, (f) forfeiture provisions and (g) such further terms and conditions, in each case not inconsistent with the 2014 Plan as may be determined from time to time by the Committee. The incentive bonus award may be reduced or eliminated by the Committee in its discretion. Incentive bonus awards may be pursuant to one or more subplans.

*Other Awards.* Under the 2014 Plan, the Committee may grant an award wherein the participant has the right to purchase or acquire shares of our Class A Common Stock, whether at a fixed or variable price or ratio related to our Class A Common Stock or with a value derived from the value of or related to our Class A Common Stock and/or returns thereon, upon the passage of time, the occurrence of one or more events, or the satisfaction of performance criteria or other conditions, or any combination thereof.

*Performance-Based Awards.* These awards may be granted in the form of restricted stock, restricted stock units, stock-bonus awards, incentive bonus awards or other awards that are paid in cash, shares of our Class A Common Stock or a combination of both. The value of these awards will be linked to the achievement of one or more performance goals.

**Performance Goals**

Performance Goals mean the performance objectives established for the purpose of determining the number of shares of our Class A Common Stock to be granted, retained, vested, issued or issuable under or in settlement of or the amount payable pursuant to a performance-based award. To the extent a performance-based award is intended to qualify as "performance-based compensation" under Section 162(m) of the Code, the Performance Goals shall be established with reference to one or more of the following, either on a company-wide basis or, as relevant, in respect of one or more of our affiliates, subsidiaries, divisions, departments or operations, and measured on an absolute basis or on a relative basis: earnings (gross, net, pre-tax, post-tax or per share), net profit after tax, net operating profit, EBITDA, adjusted EBITDA, gross profit, cash generation (including, but not limited to, operating cash flow, free cash flow, cash flow return on equity, and cash flow return on investment), unit volume, market share, sales, asset quality, earnings per share, operating income, net income, adjusted net income, revenues, return on assets (pre-tax or post-tax), return on operating assets, return on equity (pre-tax or post-tax), return on capital, return on invested capital, return on sales, return on revenue, profits, total stockholder return (measured in terms of stock price appreciation and/or dividend growth), cost saving levels, gross or operating margins (pre-tax or post-tax), productivity ratios,

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expense targets, margins, operating efficiency, lease placement of aircraft, working capital targets, change in working capital, economic value added customer satisfaction, marketing spending efficiency, core non-interest income, book value, change in working capital, return on capital, and/or stock price, with respect to the company as a whole or of any of our subsidiaries, affiliates, divisions or departments.

**Eligibility**

As of January 1, 2014, approximately five non-employee directors and approximately 63 employees (including executive officers), as well as prospective employees and consultants, are eligible to participate in the 2014 Plan.

**Termination of Employment**

The impact of a termination of employment on an outstanding award granted under the 2014 Plan, if any, will be set forth in the applicable award agreement or an individual's employment, consulting or similar agreement with us.

**Change in Control**

The 2014 Plan provides, unless otherwise provided by the Committee in the applicable award agreement or at any other time prior to the occurrence of a change in control, upon a change in control, each outstanding award will be assumed or an award with equivalent value will be substituted by the successor corporation or a parent or subsidiary of the successor corporation, with appropriate adjustments as to the number and kind of shares and prices. In the event the successor corporation in a change in control refuses to assume or substitute for the award, any time-vested restricted stock that was forfeitable prior to such change in control will become non-forfeitable, time-based RSUs will be considered earned and payable in full and any restrictions thereon will lapse, any unexercised time-based option or SAR, whether or not exercisable on the date of such change in control, will become fully exercisable and may be exercised in whole or in part, and the Committee may determine the level of achievement with respect to any performance-based awards through the date of the change in control. The Committee may make additional adjustments and/or settlements of outstanding awards upon a change in control, including cancelling any awards for cash upon at least ten days' advance notice to affected participants. Under the terms of the 2014 Plan, a change in control generally means the first to occur of the following: (i) an acquisition by any person or group of beneficial ownership of 35% or more, on a fully diluted basis, of our outstanding shares of common stock or the combined voting power of our then outstanding voting securities entitled to vote generally in the election of directors, excluding any acquisition that complies with clauses (A), (B), and (C) of this paragraph and certain other acquisitions; (ii) individuals who were members of our board of directors on the effective date, and directors whose election or nomination for election was approved by a vote of at least two-thirds of such incumbent directors, cease to constitute at least a majority of our board; (iii) our complete dissolution or liquidation; or (iv) the consummation of a merger, consolidation, statutory share exchange, a sale or other disposition of all or substantially all of our assets or similar form of corporate transaction that requires the approval of our stockholders, unless immediately following any such transaction, (A) the majority of the total voting power of the surviving company (or parent corporation with voting power to elect a majority of the directors of the surviving company) is represented by the our outstanding voting securities that were outstanding before the transaction and held by the holders thereof in substantially the same proportion as before the transaction, (B) no person or group becomes the beneficial owner, directly or indirectly, of 35% or more of the total voting power of the parent company or, absent a parent company, the surviving company, and (C) at least two-thirds of the directors of the parent company (or surviving company) following such transaction were members of our board at the time of the board approval for such transaction.

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**Transferability**

Awards under the 2014 Plan are generally not transferable except by will or the laws of descent and distribution or as otherwise expressly permitted by the Committee including, if so permitted, pursuant to a transfer to the participant's family members or to a charitable organization, whether directly or indirectly or by means of a trust or partnership or otherwise.

**Amendment and Discontinuance**

The 2014 Plan may be amended, altered, suspended, discontinued or terminated by the Board, but no amendment, alteration, suspension, discontinuation or termination may be made if it would materially impair the rights of a participant (or his or her beneficiary) without the participant's (or beneficiary's) consent, except for any such amendment made to comply with law. The 2014 Plan may not be amended, altered, suspended, discontinued or terminated without stockholder approval to the extent such approval is required to comply with any tax or regulatory requirement applicable to the 2014 Plan.

**Plan Term**

The 2014 Plan will expire on the tenth anniversary of the effective date.

**Federal Income Tax Consequences**

The following discussion is intended only as a brief summary of the federal income tax rules that are generally relevant to awards that may be granted under the 2014 Plan, based upon the U.S. federal tax laws currently in effect. The laws governing the tax aspects of awards are highly technical and such laws are subject to change. The discussion is general in nature and does not take into account a number of considerations which may apply in light of the circumstances of a particular participant under the 2014 Plan. The income tax consequences under applicable foreign, state or local tax laws may not be the same as under U.S. federal income tax laws. Participants in the 2014 Plan are strongly urged to consult their own tax advisors regarding the federal, state, local, foreign and other tax consequences to them of participating in the 2014 Plan.

***Nonqualified options and SARs***

Upon the grant of a nonqualified option or SAR, assuming the exercise price is at least equal to the fair market value of a share of Class A Common Stock on the date of grant, the award holder will not recognize any taxable income and we will not be entitled to a deduction. Upon the exercise of an option or SAR, the excess of the fair market value of the shares acquired on the exercise of the option or SAR over the exercise price or the cash paid in settlement of the SAR (the "spread") will constitute compensation taxable to the award holder as ordinary income. In computing our U.S. federal income tax, we will generally be entitled to a deduction in an amount equal to the compensation taxable to the optionee.

***Incentive stock options***

An optionee will not recognize taxable income on the grant or exercise of an incentive stock option. However, the spread at exercise will constitute an item includible in alternative minimum taxable income, and, thereby, may subject the optionee to the alternative minimum tax. Such alternative minimum tax may be payable even though the optionee receives no cash upon the exercise of the incentive stock option with which to pay such tax. Upon the disposition of shares of stock acquired pursuant to the exercise of an incentive stock option, after the later of (i) two years from the date of grant of the incentive stock option and (ii) one year after the transfer of the shares to the optionee (the "ISO Holding Period"), the optionee will recognize long-term capital gain or loss, as the case may

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be, measured by the difference between the stock's selling price and the exercise price. We are not entitled to any tax deduction by reason of the grant or exercise of an incentive stock option, or by reason of a disposition of stock received upon exercise of an incentive stock option if the ISO Holding Period is satisfied. Different rules apply if the optionee disposes of the shares of stock acquired pursuant to the exercise of an incentive stock option before the expiration of the ISO Holding Period.

***Restricted stock***

A grantee who is awarded restricted stock will not recognize any taxable income for federal income tax purposes in the year of the award, provided that the shares of Class A Common Stock are subject to restrictions (that is, the restricted stock is nontransferable and subject to a substantial risk of forfeiture). However, the grantee may elect under Section 83(b) of the Code to recognize compensation income in the year of the award in an amount equal to the fair market value of the Class A Common Stock on the date of the award (less the purchase price, if any), determined without regard to the restrictions. If the grantee does not make such a Section 83(b) election, the fair market value of the Class A Common Stock on the date the restrictions lapse (less the purchase price, if any) will be treated as compensation income to the grantee and will be taxable in the year the restrictions lapse, and dividends paid while the Class A Common Stock is subject to restrictions will be subject to withholding taxes.

***Restricted stock units***

There are no immediate tax consequences of receiving an award of RSUs. A grantee who is awarded RSUs will be required to recognize ordinary income in an amount equal to the fair market value of shares issued to such grantee at the end of the restriction period or, if later, the payment date, and we may deduct a like amount of compensation.

***Stock bonus awards***

Participants who are awarded unrestricted Class A Common Stock will be required to recognize ordinary income in an amount equal to the fair market value of the shares of Class A Common Stock on the date of the award, reduced by the amount, if any, paid for such shares.

***Incentive bonus awards and other awards***

There are no immediate tax consequences of receiving an incentive bonus award or other award. A grantee who is awarded an incentive bonus award or other award will be required to recognize ordinary income at the time the award is settled, on the fair market value of the shares and/or cash received in connection with such settlement, and we may deduct a like amount as compensation.

**Section 162(m) of the Code**

Generally Section 162(m) of the Code denies a deduction to any publicly held corporation for compensation paid to covered employees in a taxable year to the extent that compensation to such covered employee exceeds \$1,000,000. Qualified "performance-based compensation" is disregarded for purposes of the deduction limitation. The 2014 Plan has been designed to provide our compensation committee the ability to grant equity awards that constitute "qualified performance based compensation" under Section 162(m) of the Code. The Committee believes that its primary responsibility is to provide a compensation program that attracts, retains and rewards the executive talent necessary for our success. Consequently, the Committee may pay or provide compensation in excess of \$1,000,000 that is not exempt from the deduction limitations under Section 162(m).

Table of Contents**Section 409A of the Code**

Section 409A of the Code imposes an excise tax on the recipient of certain non-qualified deferred compensation. The Committee attempts to structure all executive compensation to comply with, or be exempt from, Section 409A.

**Certain Grant Information****Plan Benefits Table**

No determination has been made as to the types or amounts of awards that will be granted to specific individuals under the 2014 Plan. Information on equity-based awards recently granted under the 2010 Plan to each of our named executive officers is set forth in the sections titled *Summary Compensation Table* and *Grants of Plan-Based Awards* in the section titled *Executive Compensation Summary Compensation Tables* below. Information on equity-based awards recently granted under the 2010 Plan to our non-employee directors is provided under the sections titled *Director Compensation* and *Director Compensation Summary*.

**Equity Compensation Plan Information\***

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights(1) (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)(2)(3)) (c)
Equity compensation plans approved by security holders	3,625,783	\$ 20.36	1,574,767
Equity compensation plans not approved by security holders			
<b>Total</b>	<b>3,625,783</b>	<b>\$ 20.36</b>	<b>1,574,767</b>

\*

As of December 31, 2013

(1)

The weighted-average exercise price does not include restricted stock units.

(2)

In addition to stock options, other equity benefits which may be granted under the 2010 ALC Equity Incentive Plan are stock appreciation rights, restricted stock awards, restricted stock units, stock bonus awards, incentive bonus awards or any combination of the foregoing. This amount assumes that the target number of our performance-based RSUs granted are issued.

(3)

The number of TSR RSUs that will ultimately vest is based upon the percentile ranking of the Company's total stockholder return among a peer group. The number of shares that will ultimately vest will range from 0% to 200% of the RSUs initially granted depending on the extent to which the total stockholder return metric is achieved. If the maximum total stockholder return metric is achieved the number of shares available for issuance will be reduced to 1,184,729.

**Proposal 4: Advisory Vote to Approve Named Executive Officer Compensation**

We are seeking an advisory vote from our stockholders to approve our named executive officer compensation as disclosed in the section below titled *Executive Compensation*. Notwithstanding the majority of votes in favor of holding the advisory vote on named executive officer compensation every

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three years at the 2012 annual meeting of stockholders, the Board of Directors has decided to hold the advisory vote every year in response to the significant number of shares voted in favor of an annual vote and a desire to adopt what is now perceived to be a governance best practice. Our named executive officers include Messrs. Udvar-Házy and Plueger and the three other executive officers named in the tables that appear in the *Executive Compensation* section below. Stockholders are being asked to approve the following advisory resolution:

RESOLVED, that the stockholders of Air Lease Corporation approve, on an advisory basis, the compensation paid to its named executive officers, as disclosed pursuant to Item 402 of Regulation S-K under the Securities Exchange Act of 1934, as amended, including the Compensation Discussion and Analysis, compensation tables and narrative discussion set forth below in the section titled *Executive Compensation*.

Our executive compensation program is designed to attract, motivate and retain the most talented individuals in the aircraft leasing business, and to reward these individuals for the successful launch of our business and its continuing strong performance. The compensation committee and our Board of Directors believe that the program has been very successful in accomplishing these objectives. The combination of a competitive base salary and bonus, and the potential for even greater rewards as a stockholder, has helped us assemble a formidable management team and focus them on growing the value of the Company over the long term. We believe having an experienced and motivated senior management team is essential to the success of the Company and provides us with an important competitive advantage.

Stockholders are urged to read the section titled *Executive Compensation Compensation Discussion and Analysis* set forth below, which contains a detailed description of how our compensation program implements our compensation philosophy.

This is a non-binding vote. The compensation committee and our Board of Directors will review the voting results in connection with their regular evaluation of our compensation program.

Approval of this advisory vote requires the affirmative vote of a majority of shares of Class A Common Stock present or represented, and entitled to vote thereon, at the Annual Meeting. Abstentions will have the same effect as a vote "Against" the proposal. Broker non-votes will have no effect on the outcome of the advisory vote.

**The Board of Directors recommends that you vote "FOR" the advisory resolution to approve our named executive officer compensation.**

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### Ownership of Air Lease Corporation Class A Common Stock

The following table sets forth information as of March 17, 2014, except as noted below regarding the beneficial ownership of our Class A Common Stock by:

each person known by us to beneficially own more than five percent of our Class A Common Stock;

each of our named executive officers;

each of our directors and nominees; and

all of our executive officers, directors and nominees, as a group.

Beneficial ownership for the purposes of the following table is determined in accordance with the rules and regulations of the SEC. These rules generally provide that a person is the beneficial owner of securities if they have or share the power to vote or direct the voting thereof, or to dispose or direct the disposition thereof, or have the right to acquire such powers within 60 days. Unless otherwise indicated, each person has sole voting and investment power over the shares reported.

In computing the percentage ownership of a person, shares of our Class A Common Stock subject to warrants or options held by that person are deemed to be outstanding if they are exercisable within 60 days of March 17, 2014. The shares subject to such warrants or options are not deemed to be outstanding for the purpose of computing the percentage ownership of any other person. All percentages in the following table are based on a total of 101,897,236 shares of our Class A Common Stock outstanding as of March 17, 2014. The address of each person named in the table below, unless otherwise indicated, is c/o Air Lease Corporation, 2000 Avenue of the Stars, Suite 1000N, Los Angeles, California 90067.

Name of beneficial owner	Class A Common Stock	
	Number of shares beneficially owned	%
<b>Greater than 5% Stockholders</b>		
FMR LLC(1)	8,752,443	8.59%
BlackRock, Inc.(2)	8,214,088	8.06%
Steven F. Udvar-Házy(3)	6,795,989	6.56%
Commonwealth Bank of Australia(4)	6,518,125	6.38%
<b>Named Executive Officers, Directors and Nominees</b>		
Steven F. Udvar-Házy(3)	6,795,989	6.56%
John L. Plueger(5)	1,277,871	1.25%
Jie Chen(6)	460,220	*
Grant A. Levy(7)	302,678	*
Gregory B. Willis(8)	40,817	*
Matthew J. Hart(9)	20,624	*
Cheryl Gordon Krongard	0	*
Marshall O. Larsen	0	*
Robert A. Milton(9)	50,624	*
Ian M. Saines(10)	11,158	*
Dr. Ronald D. Sugar(11)	60,624	*
<b>All executive officers, directors and nominees, as a group (15 persons)(12)</b>	<b>9,605,976</b>	<b>9.14%</b>

\*

Represents beneficial ownership of less than 1%.





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- (1) FMR LLC, as the parent holding company, is the beneficial owner of 8,752,443 shares of Class A Common Stock with sole voting power over 32,990 shares and sole investment power over 8,752,443 shares. The address for FMR LLC is 245 Summer Street, Boston, Massachusetts 02210. The foregoing information is based solely on an amendment to Schedule 13G filed with the Securities and Exchange Commission by FMR LLC on February 14, 2014.
- (2) BlackRock, Inc., as the parent holding company, is the beneficial owner of 8,214,088 shares of Class A Common Stock with sole voting power over 6,011,330 shares and sole investment power over 8,214,088 shares. The address of BlackRock, Inc. is 40 East 52<sup>nd</sup> Street, New York, New York 10022. The foregoing information is based solely on a Schedule 13G filed with the Securities and Exchange Commission by BlackRock, Inc. on January 28, 2014.
- (3) Consists of 760,231 shares of Class A Common Stock held directly by Mr. Udvar-Házy; 328,889 shares of Class A Common Stock held directly by Air Intercontinental, Inc.; 101,667 shares of Class A Common Stock held directly by Ocean Equities, Inc.; 35,925 shares of Class A Common Stock held directly by Emerald Financial LLC; 2,700,000 and 1,044,225 shares of Class A Common Stock held directly by two trusts, respectively, of which Mr. Udvar-Házy is the trustee and has sole voting and investment power; 78,700 shares of Class A Common Stock held directly in the aggregate by Mr. Udvar-Házy's wife and children; and 1,746,352 options to purchase Class A Common Stock held directly by Mr. Udvar-Házy, all of which are exercisable. Mr. Udvar-Házy has sole voting and investment power with respect to the shares held by Air Intercontinental, Inc., of which he is the sole stockholder and one of three directors. The remaining directors, his wife and one of his sons disclaim beneficial ownership of the shares held by Air Intercontinental, Inc., except to the extent of their respective pecuniary interests therein. Mr. Udvar-Házy has sole voting and investment power with respect to the shares held by Ocean Equities, Inc. A trust of which Mr. Udvar-Házy is the trustee is the sole stockholder of Ocean Equities, Inc., and Mr. Udvar-Házy is one of the three directors. The remaining directors, his wife and one of his sons, disclaim beneficial ownership of the shares held by Ocean Equities, Inc., except to the extent of their respective pecuniary interests therein. Mr. Udvar-Házy has sole voting and investment power with respect to the shares of Class A Common Stock held by Emerald Financial LLC. A trust of which he is trustee controls a majority of the membership interests in Emerald Financial LLC; in addition, Mr. Udvar-Házy is one of three managers of Emerald Financial LLC, together with his wife and one of his daughters. His wife and his daughter disclaim beneficial ownership of the shares held by Emerald Financial LLC, except to the extent of their respective pecuniary interests therein. Mr. Udvar-Házy disclaims beneficial ownership of the shares held directly by his wife and children, except to the extent of his pecuniary interest therein.
- (4) Commonwealth Bank of Australia is the direct beneficial owner of 6,250,000 shares of Class A Common Stock and one warrant to purchase up to 268,125 shares of Class A Common Stock or Class B Non-Voting Common Stock with sole voting and investment power over 6,518,125 shares. The address of Commonwealth Bank of Australia is Level 21, 201 Sussex Street, Sydney, Australia NSW 2000. The foregoing information is based solely on an amendment to a Schedule 13G filed with the Securities and Exchange Commission by Commonwealth Bank of Australia on February 14, 2013.
- (5) Consists of 566,065 shares of Class A Common Stock held directly by Mr. Plueger; 1,000 shares of Class A Common Stock held directly in the aggregate by Mr. Plueger's children and 710,806 options to purchase Class A Common Stock held directly by Mr. Plueger, all of which are exercisable. Mr. Plueger disclaims beneficial ownership of the shares held directly by his children, except to the extent of his pecuniary interest therein.
- (6) Consists of 170,220 shares of Class A Common Stock held directly by Mr. Chen and 290,000 options to purchase Class A Common Stock held by Mr. Chen, all of which are exercisable.

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- (7) Consists of 153,178 shares of Class A Common Stock held directly by Mr. Levy; 1,500 shares of Class A Common Stock held directly in the aggregate by Mr. Levy's children and 148,000 options to purchase Class A Common Stock held by Mr. Levy, all of which are exercisable. Mr. Levy disclaims beneficial ownership of the shares held directly by his children, except to the extent of his pecuniary interest therein.
- (8) Consists of 25,817 shares of Class A Common Stock held directly by Mr. Willis and 15,000 options to purchase Class A Common Stock held by Mr. Willis, all of which are exercisable.
- (9) Includes 2,719 shares of Class A Common Stock underlying restricted stock units held directly by the director that vest within 60 days of March 17, 2014.
- (10) Consists of 4,528 shares of Class A Common Stock held by him directly and 6,630 shares of Class A Common Stock held by Mufassa Pty Ltd., of which Mr. Saines is the sole stockholder and sole director.
- (11) Consists of 10,624 shares of Class A Common Stock, including 2,719 shares of Class A Common Stock underlying restricted stock units as described in footnote 9 above, held directly by Dr. Sugar and 50,000 shares of Class A Common Stock held by a trust of which Dr. Sugar is a co-trustee Dr. Sugar shares voting and investment power over the shares held by the trust.
- (12) Includes 3,210,658 options to purchase Class A Common Stock held in the aggregate by the executive officers of the Company, all of which are exercisable and 8,157 shares of Class A Common Stock underlying restricted stock units held in the aggregate by non-employee directors that vest within 60 days of March 17, 2014.

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**Executive Compensation**

**Compensation Discussion and Analysis**

*Executive Summary*

*2013 Performance Highlights.* Our executive compensation program is designed to reward our named executive officers ("NEOs") for achieving results that derive value for our stockholders. 2013 has been a year of continued growth in our business. We expanded our global airline customer base, increased our future contracted aircraft delivery stream, and broadened our financing sources. We grew all of our key operating metrics in 2013 concluding the year with the Company's highest pretax operating profit margin. For the full year of 2013, our diluted EPS (earnings per share) increased to \$1.80 from \$1.28 in 2012, a 40.6% increase. For the full year of 2013, we increased our revenues to \$859 million from \$656 million in 2012, a 30.9% increase.

2013 Key Performance Metrics:

2013 Key Achievements:

**Expanded Global Airline Customer Base.** We added 13 new airline customers, bringing our count to 79 airlines across 47 countries.

**Increased Future Contracted Aircraft Delivery Stream.** We entered into commitments to acquire up to 78 additional aircraft from Airbus, Boeing and ATR and we now have 327 aircraft on order through 2023, which further secures a consistent stream of aircraft delivery positions to meet our customers' needs.

**Broadened our Financing Sources.** We received two investment grade corporate credit ratings, which reduced our financing costs and further broadened our access to attractively priced capital. We increased our unsecured debt as a percentage of our total debt to 73.5% at the end of the year from 60.2% at the end of 2012. We raised \$2.6 billion in debt financing in 2013, including our first investment grade bond, our first notes issuance guaranteed by the Export-Import Bank of the United States, and our first private placement of unsecured notes issued with a NAIC 1 rating.

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**Instituted Quarterly Dividend.** As a result of our strong performance, our Board of Directors instituted a quarterly dividend program at the beginning of 2013 and increased the amount of the dividend during the year.

*Impact of 2013 Performance on Pay.* Our 2013 financial and operational performance was reflected in the results of our 2013 performance-based annual bonuses. The weighted earned payout under our annual bonus plan was 182%. Our long-term equity is comprised of RSUs that vest based on attainment of book value goals (the "Book Value RSUs") and RSUs that vest based on attainment of total stockholder return goals (the "TSR RSUs"). The TSR RSUs vest at the end of a three year period and the first grant will vest on January 1, 2015, if the performance measures are met. Annual grants of Book Value RSUs vest equally over a three year period. At December 31, 2013, as a result of our strong performance, the target for the second tranche of Book Value RSUs issued in 2012 was met and the target for the first tranche of Book Value RSUs issued in 2013 also was met. In February 2014 our compensation committee met to decide 2014 compensation and also took into account our 2013 performance in deciding individual compensation adjustments.

*Pay and Governance Best Practices at the Company.* Pay and governance best practices at the Company, which we discuss in our proxy statement, include the following:

Compensation program designed to mitigate undue risk

Voluntary adoption of clawback policy

Moderate and reasonable severance benefits

Moderate perquisites

Share ownership requirements

Anti-hedging policy

Double-trigger change in control provisions for new equity awards

Review of tally sheets when making executive compensation decision

Use of an independent compensation consulting firm which provides no other services to the Company

No 280G or other tax gross-ups

No repricing underwater stock options

***Compensation Program Overview and Objectives***

Our Company was launched in February 2010, and we completed our initial public offering in April 2011. Our executive compensation program is designed to address some of the unique challenges associated with being a young company that requires a small number of extraordinary and talented individuals with industry experience to manage and lead an asset-intensive business.

The primary objective of our executive compensation program is to attract, retain and motivate the highest caliber executives in the aircraft leasing industry by offering a comprehensive compensation program that is attractive enough to entice successful senior executives to work for a

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company with a limited operating history. We also believe it is important that our compensation program attracts the highest caliber of executive who is experienced and capable of managing our aircraft fleet with a small team to help drive our profitability. At the end of 2013, we had total assets of \$9.3 billion and we had 63 total employees, and we believe that this compares favorably to other companies.

Our compensation program includes fixed compensation elements that are very competitive in the marketplace, combined with performance-based elements that are designed to reward our named

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executive officers (or "NEOs") for achieving results that derive value for our stockholders. In accordance with the rules of the SEC, our NEOs are Steven F. Udvar-Házy (our principal executive officer); Gregory B. Willis (our principal financial and accounting officer); John L. Plueger, Jie Chen and Grant A. Levy, the three other most highly compensated executive officers who were serving as executive officers at the end of 2013.

***Stockholder Say-on-Pay***

In May 2012 at our first Annual Meeting as a public company, the advisory vote to approve NEO compensation received the affirmative support of 98% percent of our stockholders represented at the meeting and entitled to vote on the matter. At our May 2013 Annual Meeting, the advisory vote to approve NEO compensation received the affirmative support of 75.7% percent of our stockholders represented at the meeting and entitled to vote on the matter. In evaluating our executive compensation program, our compensation committee considered the results of the say-on-pay proposal and other factors as discussed in this Compensation Discussion and Analysis. In addition, we have enhanced our disclosure to provide more detail about our compensation programs and philosophy and how we believe our compensation programs directly impacted our strong performance in 2013.

Notwithstanding the majority of votes in favor of holding the advisory vote on NEO compensation every three years, at the 2012 Annual Meeting of stockholders, the Board of Directors has decided to hold the advisory vote every year in response to the significant number of shares voted in favor of an annual vote and a desire to adopt what is now perceived to be a governance best practice. After the upcoming annual meeting, we again will provide our stockholders with the opportunity to cast a say-on-pay vote at our 2015 annual meeting.

*This Compensation Discussion and Analysis should be read together with the executive compensation tables that follow, which disclose the compensation awarded to, earned by or paid to our NEOs with respect to 2013.*

***How We Determine Compensation***

***Role of the Compensation Committee.*** The compensation committee is composed of Dr. Sugar, who serves as Chairman of the committee, and Ms. Krongard and Mr. Milton. Ms. Krongard and Mr. Milton joined the committee in December 2013 when Messrs. Danhakl and Ressler retired from the Board of Directors. The compensation committee oversees the design, administration and evaluation of our overall executive compensation program and recommends to the independent directors of the Board of Directors the total compensation for our Chairman and Chief Executive Officer and our President and Chief Operating Officer. It also approves the total compensation for the other NEOs. Each member of the compensation committee must be an independent, non-employee director, as those terms are defined in SEC, NYSE and Internal Revenue Service rules. Among other things, the compensation committee will at least annually:

Review and adjust (or recommend adjustments to) each NEO's compensation in order to ensure an appropriate mix of cash and equity, and an appropriate balance of fixed and at-risk compensation, in light of, among other factors, each individual's particular role and responsibilities, personal motivations, stock ownership exposure and wealth accumulation.

Approve specific performance targets and individual goals for each NEO with respect to the at-risk portions of his compensation.

Consult with the compensation committee's independent consultant to help ensure that the total compensation paid to each NEO is appropriate in light of our compensation objectives, tax and accounting considerations and compensation best practices.

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Design annual incentive awards with quantitative factors and qualitative milestones applicable to all our officers that further our overall business objectives, and approve award payouts based on performance actually achieved.

*Role of Management.* The compensation committee formulates its recommendation for the overall compensation of our Chairman and Chief Executive Officer without management participation. In addition, the committee recommends to the Board of Directors the overall compensation of our President and Chief Operating Officer with input from our Chief Executive Officer. Finally, the committee determines the overall compensation of our other NEOs with input from our Chief Executive Officer and Chief Operating Officer. None of our NEOs is present when his compensation is discussed by the committee. Our management administers all compensation and benefits programs, subject to the oversight of the committee. This delegation to management is strictly limited to implementation of the programs, and does not include any discretion to make material decisions regarding the overall executive compensation program.

*Role of Independent Consultant.* The compensation committee has engaged Exequity as an independent consultant to provide advice with respect to compensation decisions for our executive officers. The independent consultant assists in evaluating our compensation objectives, obtaining market information, and designing various aspects of our compensation program. The independent consultant attends meetings of the committee by invitation, and committee members have direct access to the independent consultant without management involvement. The independent consultant will also consult with our senior executives as directed by the committee. The committee has the sole authority to hire and fire the independent consultant. In order to help ensure impartiality and objectivity, the committee requires that the independent consultant provide services only to the committee and not to management, absent specific committee approval. In 2013, Exequity did not perform any services unrelated to its committee engagement, including any separate work for our management or employees. The independence of Exequity has been evaluated in accordance with SEC and NYSE rules, and it has been determined that its work did not raise any conflicts of interest.

*Benchmarking.* In 2010 and 2011, we did not benchmark our compensation program against that of other companies as the initial compensation of our NEOs was primarily driven by the terms of their employment, which were established before we became a public company. Due to the unique nature of our start-up venture, comparisons to more established companies were not deemed appropriate. Moreover, as discussed below, we do not believe we have a suitable peer group.

Since 2012, the compensation committee's independent consultant has collected compensation information about similarly sized U.S.-based employers, including aircraft manufacturers, banks, financial institutions, leasing companies, brokers and airlines. We used that information to supplement the collective knowledge and experience of our Board of Directors, senior executives and the consultant. We do not, however, intend to make decisions primarily based on how our compensation practices compare to those of other companies. Our compensation decisions will continue to be guided by what we consider to be the amount and form of compensation that will best enable us to attract, motivate and retain the most talented executives and to focus them on the growth and long-term success of our business. We operate in a highly specialized industry with a finite number of other companies, many of which are foreign, private or are subsidiaries of other companies. For that reason, the compensation committee believes it is not possible to develop a robust group of relevant peer companies against which to accurately benchmark our performance.

***Risk Management***

We believe that the best way to ensure our NEOs' and other employees' personal commitment to our long-term goals is to ensure that their financial rewards as stockholders will, over the long term, far outweigh any cash compensation they earn as employees. In this regard, the interests of our NEOs and



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our stockholders are strongly aligned. Our NEOs as a group beneficially own approximately 8.4% of our Class A Common Stock, and each NEO has made a meaningful personal investment in our stock.

In addition, our executive compensation program has been designed to discourage executives from taking unnecessary risks that could threaten the long-term interests of our young company. As described in more detail below, a significant portion of our incentive-based compensation has been tied to an increase in our book value, and not to metrics that may encourage risk-taking behavior focused on short-term results. Similarly, we have mitigated potential risk by subjecting all of the equity awards granted since 2012 to performance-based vesting conditions. If the respective performance measures are achieved, awards tied to an increase in book value vest annually over three years and awards tied to total stockholder returns vest at the end of three years.

We have also capped our short and long-term incentive opportunities; there is no upside associated with performance-based RSUs that vest based on book value and the TSR RSUs are capped at 200% of target to limit potential payouts even in instances of superior performance. In addition, the annual bonuses of our Chief Executive Officer and our Chief Operating Officer are capped at 200% of target as set forth in their employment agreements. We also base executive rewards on a variety of internal performance measures (as explained below) so as to avoid an over reliance on any singular indicator of performance. Additionally, since 2012 half of our long-term incentive awards were based on stockholder returns relative to a broad index. We believe that these design safeguards align our executive incentives and corresponding payouts with stockholder value creation. Also in February 2013 and 2014, the compensation committee's independent consultant performed a compensation risk analysis. In February 2014, our Board of Directors also adopted a clawback policy relating to incentive compensation, as described below.

*Ownership Guidelines.* We also believe that our executives' significant equity ownership in our Company aligns their long-term interests with those of our stockholders. Our Board of Directors has adopted stock ownership guidelines for our executive officers at the level of Executive Vice President or higher. Our Chief Executive Officer is required to own Class A Common Stock equivalents with an aggregate market value equal to six times his annual rate of salary. Mr. Udvar-Házy beneficially owns 4,970,937 shares of our Class A Common Stock with a value that far exceeds six times his annual rate of salary. Our Chief Operating Officer is required to own Class A Common Stock equivalents with an aggregate market value equal to three times his annual rate of salary. Mr. Plueger beneficially owns 566,065 shares of our Class A Common Stock with a value that far exceeds three times his annual rate of salary. Each of our other executive officers subject to these guidelines is required to own Class A Common Stock equivalents with an aggregate market value equal to at least his annual rate of salary. Messrs. Chen, Levy and Willis each own shares of our Class A Common Stock that exceed this requirement. Class A Common Stock equivalents are shares of Class A Common Stock owned personally by an executive officer and shares of Class A Common Stock underlying unvested RSUs that are subject to time-vesting only. Each executive officer subject to these guidelines has five years from the time he or she becomes subject to the guidelines to achieve the required level of ownership.

*No Hedging.* The Company also prohibits our directors, officers and employees from engaging in short-term or speculative transactions, such as hedging, in the Company's securities, including our Class A Common Stock.

*Clawback Policy.* In February 2014 our Board of Directors adopted a clawback policy. The policy provides that we will require reimbursement of any incentive payments to an executive officer which was predicated upon achieving certain financial results that were subsequently the subject of a substantial restatement of Company financial statements filed with the SEC, if our Board of Directors determines that the executive engaged in intentional misconduct that caused or substantially caused the need for a substantial restatement of financial results and a lower payment would have been made to the executive based on the restated financial results. In each such instance, we will to the extent practicable, seek to recover from the individual executive the amount by which the individual executive's incentive payments for the relevant period exceeded the lower payment that would have been made based on the restated financial results.

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***Amendments to Employment Agreements of Chief Executive Officer and Chief Operating Officer***

In 2010, we entered into employment agreements with Mr. Udvar-Házy, our founder, Chairman and Chief Executive Officer and Mr. Plueger, our President and Chief Operating Officer, because we considered our future success to be dependent to a significant extent upon their continued service. We viewed their services as critical to the successful implementation of our business strategies. If we were to have lost their services, our business and financial results could have been adversely affected. The term of each of these employment agreements, as amended in August 11, 2010, was to end on June 30, 2013. In light of the Company's strong business and financial performance highlighted above, and the performance of each of Messrs. Udvar-Házy and Plueger since the inception of the Company, we amended and extended the terms of each their employments until June 30, 2016.

Mr. Udvar-Házy has 48 years of experience in the aviation sector and Mr. Plueger has more than 27 years of experience in the aviation sector. Both have extensive industry relationships with customers and manufacturers which benefit our Company. Their relationships with manufacturers help drive the ability of the Company to obtain favorable acquisition and delivery terms as well as influence new aircraft design. They have key customer relationships with more than 200 airlines in over 70 countries resulting in the Company's diversified customer base of 79 airlines in 47 countries. Under their leadership the Company has established itself as a leading global aircraft lessor with one of the largest order book in the industry for future delivery of aircraft directly from the two primary manufacturers. In addition, in 2013 the Company received investment grade ratings, continued to build a globally diversified banking group, and accessed the capital markets multiple times.

The terms of the amended employment agreements are intended to be consistent with the Company's executive compensation policies. Because we believe the Company's continued success depends on each of Messrs. Udvar-Házy and Plueger remaining with the Company for the term of their employment agreements, the amended employment agreements retained the bonus upon completion of the three year term. The amendments also provide for enhanced benefits, payable in a lump sum, in the event each of Messrs. Udvar-Házy's and Plueger's employment is terminated by us without Cause or by either Mr. Udvar-Házy or Mr. Plueger for Good Reason, in each case within twenty-four months following a Change in Control (as defined in the Amended and Restated Air Lease Corporation 2010 Equity Incentive Plan or any successor plan). Mr. Plueger's employment agreement was amended to increase his target annual bonus from 80% of his annual salary to 100% of his annual salary and increases his maximum annual bonus from 120% of his annual salary to 200% of his annual salary for annual bonuses beginning with calendar year 2013 in order to align his target and maximum bonus opportunities with that of the other executive officers of the Company. A description of the amended employment agreements is set forth in the section titled *Executive Compensation Employment Agreements and Arrangements and Potential Payments upon Termination or Change in Control*.

***Elements of the Executive Compensation Program***

We have four primary elements of our executive compensation program: base salary, annual cash incentive bonuses, long-term equity incentive awards and long-term cash bonuses. In 2013, approximately 75% of our CEO's total compensation for these elements was performance-based and not guaranteed.

**Base Salary.** Base salary is the main "fixed" component of our executive compensation program, and it is aimed primarily at attracting and retaining the best possible executive talent. The relative levels of base salary for our NEOs are based on the particular responsibilities and expectations associated with each executive's position. Another factor that we consider extremely important is the experience of each NEO in our industry. We review salaries annually and consider possible merit increases, increases in connection with promotions and changes in responsibilities and market competitive factors.

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None of our NEOs are guaranteed an annual salary increase. The base salaries of Messrs. Udvar-Házy and Plueger have remained unchanged since 2010 and are determined in accordance with their employment agreements. The base salaries of the other NEOs are determined by the compensation committee, with the input of Messrs. Udvar-Házy and Plueger and taking into consideration the objectives and philosophies of our overall executive compensation program. In 2013, the compensation committee increased base salaries for our other NEOs as follows: Mr. Chen, 5%, Mr. Levy 1.3% and Mr. Willis 13.9%. The committee felt that an increase in the base salaries of these executives was reasonable in light of the Company's strong operating performance in 2012, individual performance, and in the case of Mr. Willis' salary market position.

**Annual Cash Incentives.** We pay annual cash bonuses to drive the achievement of key business results for the year and to recognize individuals based on their contributions to those results.

Each year the compensation committee establishes performance guidelines for bonus payments. The guidelines are developed taking into account the Company's applicable fiscal year plan and its long-term strategy. These guidelines also take into account expectations regarding probability of achieving performance goals and include "stretch" goals that are supported by the business plan. Goals are set at the beginning of the performance period.

For 2013, the compensation committee developed the following performance-based guidelines for the payment of annual incentive awards to our NEOs:

Performance Measures	Component Weighting
Overall Revenue	20%
Pre-Tax Operating Margin	20%
Pre-Tax Return on Equity	20%
Dollar Value of Aircraft Added to our Fleet	20%
Strategic Objectives	20%
New Strategic Airline Customers	
Achieving One Investment Grade Credit Rating	
Diversifying Financing Sources	
Continuing to Optimize Internal Processes	

Each NEO had the opportunity to earn his target award (a percentage of base salary) based on Company performance, as modified by an individual performance factor determined by the Committee for 2013 to be between 0% and 120%, based on the achievement relative to individual performance goals described below (but in no event in excess of 200% of target for our Chief Executive Officer and our Chief Operating Officer). Below is the formula:

$$\text{Target Award} \times \text{Company Performance Factor} \times \text{Individual Performance Factor}$$

The weighted earned payout based on company performance for 2013 was 182%. A summary of these performance measures as well as the related fiscal 2013 results are as follows (dollars in millions):

Performance Measure	2013			Fiscal	Interpolated Component Payout	Weighting	Weighted Payout
	Minimum	Target	Maximum	2013 Result			
Overall Revenues	\$ 823	\$ 846	\$ 869	\$ 859	155%	20.00%	31%
Pre-tax Operating Margin	30.0%	33.2%	34.0%	34.2%	200%	20.00%	40%
Pre-tax Return on Equity	10.5%	11.5%	12.5%	12.1%	159%	20.00%	32%
Dollar value of Acquired Aircraft	\$ 1,500	\$ 1,592	\$ 1,700	\$ 1,694	195%	20.00%	39%
Strategic Goals					200%	20.00%	40%

Total 182%

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The weighted earned payout of 182% reflects the Company's very strong performance in 2013. Compared to 2012, our 2013 revenue increased 31%, our pre-tax operating margin increased to 34% versus 31%, our pre-tax return on equity increased to 12.1% versus 9.1%, and we acquired 40 additional aircraft with a total net book value of \$1.7 billion, all of which are leased. With respect to our strategic objectives, we exceeded all of our target goals by adding 13 new airline customers, achieving two investment grade credit ratings, diversifying our financing sources, including increasing our banking group to 43 institutions and continuing to optimize internal processes, including implementing an expense reporting system.

After evaluating the Company's strong performance relative to the guidelines established at the beginning of 2013 and taking into account individual contributions in 2013, our compensation committee awarded Messrs. Chen, Levy and Willis annual cash performance bonuses in the amounts set forth below and our compensation committee recommended, and our independent Board of Directors approved, annual cash performance bonuses for Messrs. Udvar-Házy and Plueger in the amounts set forth below. Mr. Chen is our managing director of marketing for Asia and his individual factor reflects our strong performance in Asia as it became our largest market in 2013. Mr. Willis is our Chief Financial Officer and his individual performance factor reflects his contribution to the Company obtaining two investment grade credit ratings, exceeding our goals, among other contributions.

Name	Target Bonus	Corporate Factor	Individual Factor	Actual Bonus
Mr. Udvar-Házy	\$ 1,800,000(1)	182%	100%	\$ 3,276,000
Mr. Plueger	1,500,000(1)	182%	100%	2,730,000
Mr. Chen	883,575	182%	110%	1,768,917
Mr. Levy	775,000	182%	100%	1,410,500
Mr. Willis	225,500	182%	120%	492,492

(1)

Under their employment agreements, Messrs. Udvar-Házy's and Plueger's target annual bonus amount is equal to 100% of base salary, with a maximum bonus equal to 200% of base salary actually paid.

*Long-Term Equity Incentive Awards.* Consistent with our executive compensation objectives, the compensation committee believes that an important aspect of attracting and retaining exceptionally talented executives and aligning their interests with those of our stockholders is to provide equity-based incentive compensation.

On February 25, 2013, we made long-term equity incentive awards to all of our NEOs as part of our planned equity grant cycle. Our compensation committee established an overall value for each executive officer, and applied a mix of approximately 50% RSUs that vest based on attainment of book value goals (the "Book Value RSUs") and 50% RSUs that vest based on attainment of total stockholder return goals (the "TSR RSUs"). The compensation committee believes this mix creates a balanced incentive because the RSUs provide the executives the incentive to steadily increase the book value of the Company while seeking an overall increase in total stockholder return over a three-year period. All awards have been made under our 2010 Plan. All RSUs awarded in 2013 are denominated in share units, each of which is equivalent to one share of Class A Common Stock, and are subject to performance conditions and time vesting.

The degree to which TSR RSUs vest depends on performance over a three-year measurement period. The number of shares to be received at the end of the three-year performance period, which runs from January 1, 2013 through December 31, 2015, will depend on our ranking within the S&P 400

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Mid-Cap Index as set forth in the table below. Results between the points in the table will be interpolated on a linear basis.

Actual TSR Percentile Ranking	Applicable Percentage
85 <sup>th</sup> or higher	200%
70 <sup>th</sup>	150%
55 <sup>th</sup>	100%
40 <sup>th</sup>	50%
30 <sup>th</sup> or below	0%

Total stockholder return (TSR) is the change in price of a share of Class A Common Stock plus accumulated dividends over a specified period of time and is an indicator of management's achievement of long-term growth in stockholder value. Comparing the Company's TSR over a specified period of time to index companies' returns over the same period of time is an objective external measure of the Company's effectiveness in translating its results into stockholder returns. The compensation committee benchmarks the TSR goals against the S&P 400 Mid-Cap Index as the compensation committee believes it represents a broad range of investment alternatives with similar market capitalization as our Company. The compensation committee also believes that tying a portion of our executive compensation to the stockholder returns of similarly capitalized companies emphasizes our pay-for-performance philosophy. As previously discussed, we operate in a highly specialized industry with a finite number of other companies, many of which are foreign, private or are subsidiaries of other companies. For that reason, the compensation committee believes it is not possible to develop a robust group of relevant peer companies against which to accurately benchmark our performance.

The chart below shows the February 25, 2013, long-term equity incentive awards to our NEOs in the form of Book Value RSUs and TSR RSUs, including the number of shares of Class A Common Stock underlying the awards at the time of grant:

	Number of Book Value RSUs	Target / Maximum Number of TSR RSUs
Mr. Udvar-Házy	52,553	52,552 / 105,104
Mr. Plueger	37,538	37,537 / 75,074
Mr. Chen	14,474	14,473 / 28,946
Mr. Levy	13,091	13,091 / 26,182
Mr. Willis	4,771	4,771 / 9,542

The Book Value RSUs generally vest in three equal installments over a three-year performance period, but only if the Company has met certain per share book value targets, as determined in accordance with GAAP, as of December 31, 2013, 2014 and 2015. The per share book value targets are \$22.66 in the first year, \$23.30 in the second year and \$24.23 in the third year. If a specified target is not attained as of December 31 of the applicable year, the installment for such year will not vest and will expire as of such date. The December 31, 2013 per share book value target of \$22.66 was met and one-third of the awards vested on January 1, 2014. The underlying shares were released and issued in accordance with their terms on February 27, 2014.

In addition, the third tranche of 25% of the Book Value RSUs granted to Messrs. Udvar-Házy, Plueger, Levy and Willis on June 30, 2010 vested, as a result of our Company attaining at least 9.26% growth in book value per share over the book value as of June 30, 2010. The first tranche of 50% of the Book Value RSUs granted to Mr. Chen on April 25, 2011, also vested as a result of our Company attaining at least 9.26% growth in book value per share over the book value as of June 30, 2010.

Table of Contents*Long-Term Cash Bonuses*

**Retention Bonuses.** Due to the unique nature of our start-up venture in 2010, four of our NEOs received retention incentives that would vest upon completion of three years' service with our Company and were forfeited if the executive's employment was terminated prior to vesting. The purpose of these bonuses was to promote stability among our leadership team during our critical start-up period. Each of Messrs. Udvar-Házy, Plueger and Chen were eligible for a retention bonus equal to 10% of his 2013 base salary. Mr. Levy was eligible for a retention bonus equal to \$85,000. The retention bonuses vested on June 30, 2013 and were paid as follows: Mr. Udvar-Házy \$180,000; Mr. Plueger \$150,000; Mr. Chen \$88,358; and Mr. Levy \$85,000.

Because we believe the Company's continued success depends on each of Messrs. Udvar-Házy and Plueger remaining with the Company for the term of their employment agreements, the amended employment agreements discussed above retained the retention bonus for service completion upon completion of the three year term ending on June 30, 2016. A description of the amended employment agreements is set forth in the section titled *Executive Compensation Employment Agreements and Arrangements and Potential Payments upon Termination or Change in Control*.

**Deferred Bonuses.** We pay cash bonuses to our employees under our Amended and Restated Deferred Bonus Plan. The purpose of the plan is to provide retention incentives that are time-vested and based on amounts already earned, thereby providing a balance against our incentives that are tied to uncertain, future performance. Under the plan, our employees have an opportunity to receive a cash bonus in an amount equal to a percentage of the aggregate amount of base salary and annual and other short-term cash bonus compensation paid with respect to a particular year. The deferred bonus will generally vest upon the second anniversary of the end of the year with respect to which the award was made, provided that the employee is still employed by us on a full-time basis on that date. In 2013, the Company amended our Amended and Restated Deferred Bonus Plan to provide that deferred bonuses granted to our executive officers may be awarded under our 2013 Cash Bonus Plan and subject to the conditions set forth in that plan.

Our executive officers are each eligible to participate in our Amended and Restated Deferred Bonus Plan. Each executive received a cash payout in the amount forth below for deferred bonuses granted in 2012 and vested on December 31, 2013. In February 2013, we granted deferred bonuses in the amounts set forth in the table below, which will vest on December 31, 2014.

	<b>Amount Paid Vested Award 2012 - 2013(2)</b>	<b>2013 - 2014 Grant</b>
Mr. Udvar-Házy(1)	\$ 346,291	\$ 347,328
Mr. Plueger(1)	\$ 260,561	\$ 258,552
Mr. Chen	\$ 214,790	\$ 228,500
Mr. Levy	\$ 141,930	\$ 139,148
Mr. Willis	\$ 25,886	\$ 43,969

- (1) Under their employment agreements, Messrs. Udvar-Házy's and Plueger's have a right to receive a deferred cash bonus in an amount equal to 9 percent of his aggregate amount of base salary and annual and other short-term cash bonus compensation paid with respect to a particular year.
- (2) Vested on December 31, 2013 and paid in January 2014.

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*Other Compensation*

*Special Bonuses for Mr. Chen.* Mr. Chen was eligible for a 2013 performance bonus of up to \$370,000 payable in July 2013. In July 2013, Mr. Chen received \$259,000 for meeting 70% of the performance targets. Mr. Chen's performance target for this performance bonus required the lease placement of a specified number of aircraft in the Asian market. The performance targets set in respect of this performance bonus were challenging but achievable. His remaining performance bonus of up to \$450,000 will vest and be payable in July 2014, subject to his continued employment and based upon the achievement of performance targets established by our Chief Executive Officer and approved by the compensation committee, including the lease placements of a specified number of aircraft in the Asian market. We regard Mr. Chen as playing a key role in the potential expansion of our business in the Asian market and in recognition of the importance of the Asian market to our business and his role relative to that market, the compensation committee approved Mr. Chen's eligibility for these performance bonuses.

*Retirement Programs.* We maintain a 401(k) savings plan for our employees and, under the terms of the plan, will make matching contributions in amounts equal to 116% of up to 6% of the contributions made by each of Messrs. Udvar-Házy, Plueger, Chen, and Levy and equal to 75% of up to 6% of the contributions made by Mr. Willis.

*Benefits and Perquisites.* Our NEOs generally receive the same healthcare benefits as our other employees. Mr. Udvar-Házy has additional benefits under his employment agreement, including our payment of premiums for a \$5.0 million term life insurance policy payable to his beneficiaries. Similarly, we pay Mr. Plueger's premiums for a \$2.0 million term life insurance policy payable to his beneficiaries. In addition, we pay the premiums for Messrs. Udvar-Házy, Plueger, Chen, Levy and Willis under our group term life insurance program, in which all of our employees participate.

*Personal Use of Company Aircraft.* The Board of Directors adopted a travel policy that requires the Chairman and Chief Executive Officer and the President and Chief Operating Officer to use, to the maximum extent practicable, Company-owned aircraft for personal use as well as business travel. The Company required that such officers reimburse the Company for the incremental cost of personal use in excess of \$100,000 in 2013. In 2013, the incremental cost of Mr. Udvar-Házy's and Mr. Plueger's personal use of Company aircraft was approximately \$73,809 and \$32,154, respectively.

**2014 Executive Compensation Program**

The same elements of our executive compensation program are applicable in 2014.

*Base Salary.* Messrs. Udvar-Házy's and Plueger's base salary did not change. In 2014, the compensation committee increased base salaries for our other NEOs as follows: Mr. Chen, 3% to \$910,000, Mr. Levy 3% to \$798,250 and Mr. Willis 9.8% to \$450,000. The committee felt that an increase in the base salaries of these executives were reasonable in light of the Company's strong operating performance in 2013, individual performance, and in the case of Mr. Willis salary market position.

*Annual Cash Incentives.* Subject to the achievement of key business results for 2014, we plan to pay annual cash incentives for 2014 to recognize individuals based on their contributions to those

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results. Similar to last year, the compensation committee developed the following 2014 performance-based guidelines for the payment of annual incentive awards to our NEOs:

Performance Measures	Component Weighting
Overall Revenue	20%
Pre-Tax Operating Margin	20%
Pre-Tax Return on Equity	20%
Dollar Value of Aircraft Added to our Fleet	20%
Strategic Objectives	20%

### *Long-Term Equity Incentive Awards.*

In February 2014, we made long-term equity incentive awards to each of our NEOs consistent with the process and formulation used in 2013 (the "February 2014 Awards"). These long-term equity incentive awards were in the form of Book Value RSUs and TSR RSUs. The compensation committee continues to believe that this mix of Book Value RSUs and TSR RSUs creates a balanced incentive because the RSUs provide the executives the incentive to steadily increase the book value of the Company while seeking an overall increase in TSR over a three-year period. All awards have been made under our 2010 Plan.

The chart below shows the number of shares of Class A Common Stock underlying the February 2014 Awards at the time of grant:

	Number of Book Value RSUs	Target / Maximum Number of TSR RSUs
Mr. Udvar-Házy	46,715	46,714/93,428
Mr. Plueger	33,479	33,478/66,956
Mr. Chen	12,753	12,753/25,506
Mr. Levy	11,187	11,187/22,374
Mr. Willis	4,905	4,905/9,810

### *Long-Term Cash Bonuses*

In 2014 our executive officers each remain eligible to participate in our Amended and Restated Deferred Bonus Plan and the 2014 grants are set forth below:

	2014 - 2015 Grant
Mr. Udvar-Házy(1)	\$ 456,840
Mr. Plueger(1)	\$ 380,700
Mr. Chen	\$ 246,881
Mr. Levy	\$ 185,626
Mr. Willis	\$ 67,085

(1)

Under their employment agreements, Messrs. Udvar-Házy's and Plueger's have a right to receive a deferred cash bonus in an amount equal to 9 percent of his aggregate amount of base salary and annual and other short-term cash bonus compensation paid with respect to a particular year.



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**Tax and Accounting Considerations**

Section 162(m) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), generally disallows a federal income tax deduction for public companies for compensation in excess of \$1.0 million paid for any fiscal year to the chief executive officer and the three other most highly compensated executive officers (other than the chief financial officer) unless the compensation qualifies as performance-based. Certain qualified performance-based compensation is not subject to the deduction limit. The RSUs and the annual cash bonuses granted in 2013 to executive officers subject to Section 162(m) are expected to be tax deductible. Although tax consequences are considered in its compensation decisions, the compensation committee has not adopted a policy that all compensation must be deductible. Rather, the compensation committee gives priority to the overall compensation objectives discussed above.

Section 409A of the Code imposes an excise tax on the recipient of certain non-qualified deferred compensation. The compensation committee attempts to structure all executive compensation to comply with, or be exempt from, Section 409A.

The Company accounts for stock-based compensation in accordance with FASB ASC Topic 718, which requires the Company to recognize compensation expense for share-based payments (including stock options and other forms of equity compensation). FASB ASC Topic 718 is taken into account by the compensation committee when determining equity based compensation awards.

**Compensation Committee Report**

Management has prepared the Compensation Discussion and Analysis set forth above. The compensation committee of the Board of Directors has reviewed and discussed the Compensation Discussion and Analysis with the Company's management. Based on this review and discussion, the compensation committee recommended to the Board of Directors that the Compensation Discussion and Analysis be included in this Proxy Statement.

Compensation Committee

Dr. Ronald Sugar, Chairman  
Cheryl Gordon Krongard  
Robert A. Milton

Table of Contents**Executive Compensation Tables****Summary Compensation Table**

The following table summarizes compensation paid to or earned by our NEOs during the fiscal years ended December 31, 2013, 2012 and 2011.

Name and principal position	Year	Salary (\$)	Bonus (\$)(1)	Stock awards* (\$)(2)	Option awards* (\$)(2)	Non-Equity Incentive Plan Compensation (\$)(3)	All other compensation (\$)(4)	Total (\$)
Steven F. Udvar-Házy	2013	\$ 1,800,000	\$ 526,291	\$ 3,376,861	\$	\$ 3,276,000	\$ 142,934	\$ 9,122,086
<i>Chairman and Chief</i>	2012	1,800,000	353,045	2,648,618		2,059,200	131,514	6,992,377
<i>Executive Officer</i>	2011	1,800,000	180,000			1,867,680	77,209	3,924,889
John L. Plueger	2013	1,500,000	410,561	2,412,042		2,730,000	70,242	7,122,845
<i>President and Chief</i>	2012	1,500,000	214,061	1,888,367		1,372,800	37,969	5,013,197
<i>Operating Officer</i>	2011	1,500,000	150,000			1,245,120	37,208	2,932,328
Jie Chen	2013	876,563	303,148	930,018		2,027,917	25,470	4,163,116
<i>Executive Vice President</i>	2012	838,062	742,969	742,937		1,200,176	25,351	3,549,495
<i>and Managing Director of Asia</i>	2011	815,625	732,500	5,639,990	2,148,403	978,821	24,590	10,339,929
Grant A. Levy	2013	773,333	226,930	841,188		1,410,500	31,850	3,283,801
<i>Executive Vice President</i>	2012	761,875	102,547	675,398		875,160	27,526	2,442,506
	2011	743,750	70,000			856,020	24,590	1,694,360
Gregory B. Willis	2013	401,969	25,886	306,571		492,492	50,449	1,277,367
<i>Senior Vice President and Chief Financial Officer</i>	2012	330,833	19,500	200,706		297,297	18,372	866,708

\*

Stock awards consist of RSUs relating to shares of our Class A Common Stock. Option awards are options to purchase our Class A Common Stock.

(1)

**Bonus:** The 2013 bonus amounts include the payout of deferred bonuses vested on December 31, 2013 as follows: Mr. Udvar-Házy (\$346,291); Mr. Plueger (\$260,561); Mr. Chen (\$214,790); Mr. Levy (\$141,930) and Mr. Willis (\$25,886).

For Messrs. Udvar-Házy, Plueger and Chen, the 2013 bonus amounts also include the retention bonus granted in 2010 and vested on December 31, 2013 equal to 10% of 2013 base salary and paid as follows: Mr. Udvar-Házy (\$180,000); Mr. Plueger (\$150,000); and Mr. Chen (\$88,358). For Mr. Levy, the 2013 bonus amount also represents a retention bonus granted in 2010 and vested on December 31, 2013 of \$85,000.

(2)

**Stock Awards and Option Awards:** These amounts represent the aggregate grant date fair value of awards of RSUs and options to purchase shares of our Class A Common Stock granted to our NEOs, computed in accordance with GAAP. Assumptions used in the calculations of these amounts, which do not correspond to the actual value that may be realized by the NEO, are included in Note 8 "Stock Based Compensation" to the financial statements included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2013. The value of the full award for each of Messrs. Udvar-Házy, Plueger, Chen, Levy and Willis at 200% is \$5,319,551, \$3,799,673, \$1,465,042, \$1,325,123 and \$482,940 respectively.

(3)

**Non-Equity Incentive Plan Compensation.** The amount set forth for each of Messrs. Udvar-Házy, Plueger, Levy and Willis represents his annual incentive award for 2013 and the amount set forth for Mr. Chen represents \$1,768,917 for his annual incentive award and \$259,000 for his special performance bonus, each as described above under the sections titled *Compensation Discussion and Analysis Elements of the Executive Compensation Program Annual Cash Incentive* and *Compensation Discussion and Analysis Elements of the Executive Compensation Program Other Compensation Special Bonuses for Mr. Chen*.

(4)

**Premium Payments:** In 2013, we paid premiums on term life insurance policies for Messrs. Udvar-Házy, Plueger, Chen, Levy, and Willis, in the aggregate amounts of \$42,445, \$11,408, \$5,170, \$5,170, and \$5,170 respectively.

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*401(k) Employer Matching Contributions:* In 2013, we made matching contributions to a 401(k) savings plan that we maintain for our employees of \$26,680, \$26,680, \$20,300, \$26,680 and \$13,125 for Messrs. Udvar-Házy, Plueger, Chen, Levy and Willis respectively, in accordance with our policy

*Personal Aircraft Usage:* In 2013, the incremental cost of the personal use of the Company aircraft for Mr. Udvar-Házy personal was \$73,809, for Mr. Plueger was \$32,154 and for Mr. Willis was \$32,154 as described above under *Compensation Discussion and Analysis Elements of the Executive Compensation Program Personal Use of Company Aircraft*.

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**Grants of Plan-Based Awards**

The following table sets forth information concerning grants of plan-based awards made to our NEOs during the fiscal year ended December 31, 2013.

			Estimated future payouts under Non-equity incentive plan awards			Estimated future payouts under Equity incentive plan awards			Grant date fair value of stock and option awards(4)
Name	Grant date(s)(1)	Type of award	Threshold (\$)	Target (\$)	Maximum (\$)	Threshold (#)(2)	Target (#)	Maximum (#)(3)	
Mr. Udvar-Házy		Annual Bonus	\$	\$ 1,800,000	\$ 3,600,000	\$	\$	\$	\$
	02/25/2013	Book Value							
	02/25/2013	RSU					52,553		1,434,171
Mr. Plueger	02/25/2013	TSR RSU				2,628	52,552	105,104	1,942,690
		Annual Bonus		1,500,000	3,000,000				
	02/25/2013	Book Value							
Mr. Chen	02/25/2013	RSU					37,538		1,024,412
	02/25/2013	TSR RSU				1,877	37,537	75,074	1,387,630
		Annual Bonus		883,575	1,767,150				
Mr. Levy	02/25/2013	Book Value							
	02/25/2013	RSU					14,474		394,995
	02/25/2013	TSR RSU				724	14,473	28,946	535,023
Mr. Willis		Annual Bonus		775,000	1,550,000				
	02/25/2013	Book Value							
	02/25/2013	RSU					13,091		357,253
Mr. Willis	02/25/2013	TSR RSU				655	13,091	26,182	483,935
		Annual Bonus		225,500	451,000				
	02/25/2013	Book Value							
Mr. Willis	02/25/2013	RSU					4,771		130,201
	02/25/2013	TSR RSU				239	4,771	9,542	176,370

- (1) *Grant Date:* The grant date for the RSU award is the effective date of grant approved by the compensation committee of our Board of Directors.
- (2) *Estimated future payouts under Equity incentive plan awards Threshold:* Represents the number of shares issuable under TSR RSUs if the company's ranking within the S&P 400 Mid-Cap Index is 31<sup>st</sup> percentile as of December 31, 2014.
- (3) *Estimated future payouts under Equity incentive plan Maximum:* Represents the number of shares issuable under TSR RSUs if the company's ranking within the S&P 400 Mid-Cap Index is 85<sup>th</sup> percentile or higher as of December 31, 2014.
- (4) *Grant date fair value of stock and option awards:* The grant date fair value for each award is computed in accordance with GAAP. Assumptions used in the calculations of these amounts, which do not correspond to the actual value that may be realized by the NEOs, are included in Note 8 "Stock Based Compensation" to the financial statements included in our Annual Report on Form 10-K for the fiscal year end December 31, 2013.

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**Outstanding Equity Awards at Fiscal Year-End**

The following table sets forth information concerning option awards and stock awards for our NEOs outstanding as of the end of the fiscal year ended December 31, 2013.

Name	Grant date	Option awards*				Stock awards*	
		Number of securities underlying unexercised options (#)(1)	Number of securities underlying unexercised options (#)(1)	Option exercise price (\$)	Option expiration date	Equity incentive plan awards: number of unearned shares, units or other rights that have not vested (#)(2)	Equity incentive plan awards: market value or payout value of unearned shares, units or other rights that have not vested (\$)(3)
Mr. Udvar-Házy	6/4/2010	1,748,000		\$ 20.00	6/4/2020		\$
	6/4/2010					437,500	13,597,500
	8/11/2010	1,352		20.00	8/11/2020		
	8/11/2010					107	3,326
	3/8/2012					36,000(4)	1,118,880
	3/8/2012					54,000(5)	1,678,320
	2/25/2013					52,553(6)	1,633,347
	2/25/2013					52,552(7)	1,633,316
Mr. Plueger	6/4/2010	700,000		20.00	6/4/2020		
	6/4/2010					175,000	5,439,000
	8/11/2010	10,806		20.00	8/11/2020		
	8/11/2010					2,608	81,057
	3/8/2012					25,667(4)	797,720
	3/8/2012					38,500(5)	1,196,580
	2/25/2013					37,538(6)	1,166,681
	2/25/2013					37,537(7)	1,166,650
Mr. Chen	8/11/2010	150,000		20.00	8/11/2020		
	4/25/2011					75,000	2,331,000
	4/25/2011	150,000		28.80	4/25/2021		
	3/8/2012					10,098(4)	313,846
	3/8/2012					15,147(5)	470,769
	2/25/2013					14,474(6)	449,852
	2/25/2013					14,473(7)	449,821
Mr. Levy	7/14/2010	150,000		20.00	7/14/2020		
	7/14/2010					37,500	1,165,500
	3/8/2012					9,180(4)	285,314
	3/8/2012					13,770(5)	427,972
	2/25/2013					13,091(6)	406,868
	2/25/2013					13,091(7)	406,868
Mr. Willis	7/14/2010	15,000		20.00	7/14/2020		
	7/14/2010					3,750	116,550
	3/8/2012					2,728(4)	84,786
	3/8/2012					4,092(5)	127,179
	2/25/2013					4,771(6)	148,283
	2/25/2013					4,771(7)	148,283

\*  
Shares underlying the Option Awards and Stock Awards are shares of Class A Common Stock.

(1)

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Option Awards under our 2010 Plan generally vest in equal installments over a three-year period and all options have vested.

(2)

The RSUs granted to Messrs. Udvar-Házy, Plueger, Levy and Willis vest in cumulative installments as follows:

The first tranche of 25% vested as a result of our Company attaining at least 2% growth in book value per share over the book value as of June 30, 2010, as determined in accordance with GAAP;

The second tranche of 25% vested as a result of our Company attaining at least 5.06% growth in book value per share over the book value as of June 30, 2010, as determined in accordance with GAAP;

The third tranche of 25% vested as a result of our Company attaining at least 9.26% growth in book value per share over the book value as of June 30, 2010; and

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The fourth tranche of 25% will vest or on any date thereafter up to and including June 30, 2015, provided that our Company has attained at least 13.63% growth in book value per share over the book value as of June 30, 2010.

The 150,000 RSUs granted to Mr. Chen on April 25, 2011 vest as follows:

The first tranche of 50% vested on June 30, 2013 as a result of our Company attaining at least 9.26% growth in book value per share over the book value as of June 30, 2010, as determined in accordance with GAAP; and

The second tranche of 50% will vest on June 30, 2014, or on any date thereafter up to and including June 30, 2015, provided that our Company has attained at least 13.63% growth in book value per share over the book value as of June 30, 2010.

(3) The market value shown is based on the closing price of our Class A Common Stock as of December 31, 2013, which was \$31.08 per share.

(4) The Book Value RSUs granted to our NEOs on March 8, 2012, vest in three equal installments over a three-year performance period, but only if the Company has met certain per share book value targets as of December 31, 2012, 2013 and 2014. The per share book value targets are \$21.81 as of December 31, 2012 (which was met and one-third of the Book Value RSUs vested and were paid out in February 2013), \$22.66 in the second year 2012 (which was met and one-third of the Book Value RSUs vested and were paid out in February 2014) and \$23.30 in the third year. If a specified target is not attained as of December 31 of the applicable year, the installment for such year will not vest and will expire as of such date.

(5) The TSR RSUs granted to our NEOs on March 8, 2012, cliff vest at the end of the three-year performance period, which runs from January 1, 2012 through December 31, 2014, and the number of shares issuable will depend on our ranking within the S&P 400 Mid-Cap Index. The number of TSR RSUs is a projected value at the target number of shares as the shares have only performed for two years of a three-year performance period.

(6) The Book Value RSUs granted to our NEOs on February 25, 2013, vest in three equal installments over a three-year performance period, but only if the Company has met certain per share book value targets as of December 31, 2013, 2014 and 2015. The per share book value targets are \$22.66 as of December 31, 2013 (which was met and one-third of the Book Value RSUs vested and were paid out in February 2014), \$23.30 in the second year and \$24.23 in the third year. If a specified target is not attained as of December 31 of the applicable year, the installment for such year will not vest and will expire as of such date.

(7) The TSR RSUs granted to our NEOs on February 25, 2013, cliff vest at the end of the three-year performance period, which runs from January 1, 2013 through December 31, 2015, and the number of shares issuable will depend on our ranking within the S&P 400 Mid-Cap Index. The number of TSR RSUs is a projected value at the target number of shares as the shares have only performed for one year of a three-year performance period.

## Option Exercises and Stock Vested

The following table sets forth information concerning options exercised and RSUs vested for our NEOs during the fiscal year ended December 31, 2013.

Name	Option awards		Stock awards	
	Number of shares acquired on exercise	Value realized on exercise	Number of shares acquired on vesting	Value realized on vesting
	(#)	(\$)	(#)	\$(1)
Mr. Udvar-Házy			455,606	\$ 12,562,610
Mr. Plueger			190,440	5,248,859
Mr. Chen			110,605	3,049,471
Mr. Levy			42,090	1,159,335
Mr. Willis			5,114	140,522

(1) The amount represents the product of the number of shares vested and the closing price of our Class A Common Stock on the New York Stock Exchange on the vesting date.





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**Employment Agreements and Arrangements and Potential Payments upon Termination or Change in Control**

The discussion below summarizes the terms of employment for our NEOs. As described in the discussion and tables below, Messrs. Udvar-Házy's and Plueger's employment agreements and certain of our employee benefits plans, including our 2010 Plan and our NEOs' award agreements under the plan, provide for payments and other benefits to our NEOs if their employment with us is terminated under certain circumstances or if we experience a change in control. In addition, our NEOs (other than Messrs. Udvar-Házy and Plueger) may be entitled to benefits under our non-binding severance guidelines.

***Employment Agreements and Arrangements***

*Employment Agreements with our Chairman and CEO and our President and Chief Operating officer*

As discussed above under *Compensation Discussion and Analysis Amendments to Employment Agreements of Chief Executive Officer and Chief Operating Officer*, our compensation committee extended for three years our employment agreements with Mr. Udvar-Házy, our founder and Chairman and Chief Executive Officer and Mr. Plueger, our President and Chief Operating Officer, because we consider our future success to be dependent to a significant extent upon their continued service.

*Employment Agreement with Mr. Udvar-Házy.* The employment agreement between our Company and Mr. Udvar-Házy was effective as of February 5, 2010 and as amended terminates on June 30, 2016. Mr. Udvar-Házy's base salary is \$1.8 million, subject to potential annual increases at the discretion of our compensation committee. As described above under *Compensation Discussion and Analysis Elements of the Executive Compensation Program*, he is eligible for annual and other bonuses and has additional benefits, including our payment of premiums for a \$5.5 million term life insurance policy payable to his beneficiaries and employer matching contributions for our 401(k) savings plan. Mr. Udvar-Házy is subject to noncompetition and non-solicitation restrictions while employed by us and non-solicitation restrictions for one year following a termination of his employment. He is also subject to an ongoing confidentiality obligation. Mr. Udvar-Házy will receive a three-year service completion bonus equal to ten percent (10%) of his then annual salary if he is employed on June 30, 2016.

*Employment Agreement with Mr. Plueger.* The employment agreement between our Company and Mr. Plueger was effective as of March 29, 2010 and as amended terminates on June 30, 2016. Mr. Plueger's base salary is \$1.5 million, subject to potential annual increases at the discretion of our compensation committee. As described above under *Compensation Discussion and Analysis Elements of the Executive Compensation Program*, he is eligible for annual and other bonuses, has additional benefits, including our payment of premiums for a \$2.5 million term life insurance policy payable to his beneficiaries and employer matching contributions for our 401(k) savings plan. Mr. Plueger is subject to noncompetition and nonsolicitation restrictions while employed by us and nonsolicitation restrictions for one year following a termination of his employment. He is also subject to an ongoing confidentiality obligation. Mr. Plueger will receive a three-year service completion bonus equal to ten percent (10%) of his then annual salary if he is employed on June 30, 2016.

*Termination Provisions under the Employment Agreements.* The terms of each of Mr. Udvar-Házy's and Mr. Plueger's employment agreements relating to termination of employment are substantially the same and are described below:

- (i) *Termination without Cause or by the executive for Good Reason.* If the executive's employment is terminated by us without cause or by the executive for good reason, as defined in

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his employment agreement and described below, he will be entitled to receive, subject in certain circumstances to delivering certain releases and/or agreements, the following:

accrued but unpaid salary and benefits, expense reimbursement, and any earned but unpaid annual bonus with respect to the last calendar year completed during his employment;

a prorated annual bonus with respect to the calendar year in which such termination occurs based on actual Company performance;

pro rata vesting and payment of any unpaid deferred bonuses under our Amended and Restated Deferred Bonus Plan attributable to years prior to the year of such termination based on actual performance;

to the extent that the executive has not been granted a deferred bonus under our Amended and Restated Deferred Bonus Plan, with respect to the calendar year preceding the calendar year in which such termination occurs, he will be granted a deferred bonus award for such immediately preceding calendar year and such deferred bonus award will vest in the same manner as other deferred bonus awards that have been granted but are unpaid;

salary continuation, continued health coverage, and continued payment by us of the premiums for his term life insurance policy until the second anniversary of the date of such termination; and

two times the average of the annual bonus payments received during the thirty-six month period immediately prior to his date of termination, payable in substantially equal installments over the two year period following the termination of his employment.

(ii) *Termination without Cause or by executive for Good Reason within 24 months of a Change in Control.* If the termination described above is within 24 months of a change in control, as defined under the 2010 Plan and any successor plan, subject in certain circumstances to delivering certain releases and/or agreements, he will be entitled to receive the following:

pro rata payout of the target annual bonus for the year in which the termination occurs;

a lump sum cash payment equal to three times the sum of his annual salary and target annual bonus;

full vesting of any granted but unpaid deferred bonus awards;

to the extent that the executive has not been granted a deferred bonus under our Amended and Restated Deferred Bonus Plan, with respect to the calendar year preceding the calendar year in which such termination occurs, he will be granted a deferred bonus award for such immediately preceding calendar year which will vest in full;

a lump sum cash payment representing the costs of providing benefits under the group health plans in which he was participating at the time of termination of employment for two years;

a lump sum cash payment of the premiums for his term life insurance for a period of two years; and

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if any of the executive's benefits are parachute payments, the executive will be entitled to (a) his benefits reduced so that no portion of such benefits is subject to excise tax or (b) his benefits without any such reduction, whichever is greater on an after-tax-basis.

(iii) *Termination due to disability or death.* If the executive's employment is terminated due to disability or death, he, his estate or his beneficiaries will be entitled to receive accrued but unpaid salary and benefits, expense reimbursement, and any earned but unpaid annual bonus with respect

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to the last calendar year completed during his employment. In addition he will be entitled to receive, subject to execution of a release of claims against our Company and certain related parties by the executive officer, the following;

a prorated annual bonus with respect to the calendar year in which such termination occurs;

full vesting and payment of any unpaid deferred bonuses under our Amended and Restated Deferred Bonus Plan attributable to years prior to the year of such termination; and

to the extent that the executive has not been granted a deferred bonus under our Amended and Restated Deferred Bonus Plan, with respect to the calendar year preceding the calendar year in which such termination occurs, he will be granted a deferred bonus award for such immediately preceding calendar year, which will vest in full.

*Equity Awards.* If the executive's employment is terminated for any of the above reasons, his performance-based RSUs granted in 2010 and subject to the terms of his employment agreement would remain subject to any performance-based vesting conditions to the extent not achieved prior to such termination, and, for this purpose, would remain outstanding until the end of the applicable performance period.

(iv) *Termination for Cause or by executive without Good Reason.* If the executive's employment is terminated for cause, or he terminates his employment without Good Reason, he will be entitled to receive accrued but unpaid salary and benefits, expense reimbursement, and any earned but unpaid annual bonus with respect to the last calendar year completed during his employment. Any options or RSUs not vested as of the date of termination will be forfeited.

"Cause" is generally defined under each employment agreement as (i) conviction of, or plea of guilty or nolo contendere to, a felony or a crime of moral turpitude; (ii) willful fraud, misappropriation, dishonesty or embezzlement, having a material adverse financial, economic or reputational effect on the Company; (iii) willful misconduct or gross or willful neglect in the performance of duties hereunder or (iv) breach in any material respect of the terms and provisions of the employment agreement. The employment agreement provides the executive with notice and a 30-day cure period in the event of a termination of his employment pursuant to clause (iii), and (iv) and if cured, the event or condition at issue will not constitute "cause". The executive may not be terminated for "cause" unless such termination is approved by a vote of the majority of the entire Board of Directors (or such other vote require pursuant to the by-laws of the Company) at a meeting duly called and held at which the executive has the right to be present and be heard.

"Good Reason" under each employment agreement includes the material reduction of the executive's authority, duties and responsibilities, or the assignment to him of duties materially inconsistent with his position or positions with our Company, a reduction in his annual salary, or the relocation of his office more than 35 miles from the principal offices of our Company. The executive must provide us with notice and a 30-day cure period, and if cured, the event or condition at issue will not constitute "Good Reason".

The executive will have no obligation to mitigate damages in the event of a termination of his employment, and no payments under his employment agreement will be subject to offset in the event that the executive does mitigate.

*Other Employment Arrangements*

*Employment Termination and Change in Control Provisions under Named Executive Officers' Equity Award Agreements.* For equity grants prior to February 2014 and excluding the equity awards to Messrs. Udvar-Házy and Plueger made in 2010, each of the NEOs will forfeit any unvested RSUs if his employment with our Company is terminated for any reason. Each will forfeit all of his options if his

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employment is terminated for cause, as defined under our 2010 Plan. With respect to performance-based RSUs, our compensation committee may exercise its discretion to provide that all incomplete performance periods in effect on the date of the change in control shall end on such date, determine the extent to which performance goals with respect to each such performance period have been met, and cause to be paid to each NEO partial or full awards with respect to performance goals for each such performance period, based on the committee's determination of the degree of attainment of such goals. For treatment of certain equity awards for Messrs. Udvar-Házy's and Plueger see the above section titled *Termination Provisions Under the Employment Agreements*. For RSUs granted in 2014, if the executive is terminated without Cause or for Good Reason within twelve (12) months following a Change in Control, the executive will be entitled to pro rata vesting.

*Employment Termination Provisions for Named Executive Officers' Deferred Bonus Awards.* Pursuant to the terms of his award agreement, the vesting of the deferred bonus granted to each of Messrs. Chen, Levy and Willis under our Amended and Restated Deferred Bonus Plan for the cycle immediately preceding the termination will accelerate, and payment will be made as soon as practicable thereafter, if his employment terminates due to death or disability. For treatment of deferred bonus granted to for Messrs. Udvar-Házy's and Plueger see the above section titled *Termination Provisions Under the Employment Agreements*.

*Non-Binding Severance Guidelines.* On February 15, 2011, our compensation committee reviewed and approved non-binding guidelines concerning severance and other benefits in the event of an involuntary termination of employment, or a termination without cause or for good reason following a change in control of our Company. The guidelines cover officers at the level of Vice President and higher other than Messrs. Udvar-Házy and Plueger, and address potential cash severance, accelerated vesting and payment of certain bonuses, and other potential benefits that may be granted in the committee's discretion. The guidelines suggest as severance a multiple of an eligible officer's base salary and target bonus in the case of a termination of employment without cause or for good reason within 24 months following a change in control, and a multiple of an eligible officer's base salary and the average of the officer's three most recent annual bonuses in the case of a termination of employment without cause other than following a change in control. For Executive Vice Presidents, these multiples are 2x and 1x, respectively, while for Senior Vice Presidents and Vice Presidents, these multiples are 1x and 0.5x, respectively. In addition, with respect to a termination without cause or for good reason following a change in control, the guidelines indicate that an officer would be eligible for payment of a prorated annual target bonus and acceleration and payment in full of his bonus under the Amended and Restated Deferred Bonus Plan. With respect to a termination without cause other than following a change in control, an officer would forfeit his annual bonus and deferred bonus.

***Potential Payments upon Termination or Change in Control***

The following tables describe and quantify payments and benefits to which our NEOs would have been entitled under various employment termination and change-in-control scenarios, assuming they occurred on December 31, 2013. For purposes of the tables below, we have assumed that Messrs. Chen, Levy, and Willis would have been paid the benefits under the non-binding severance guidelines. Certain of the amounts identified below are only estimates. Some amounts in the tables and footnotes have been rounded up to the nearest whole number.

Regardless of the termination scenario, each of our NEOs will receive earned but unpaid base salary through the date of termination of his employment.

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*Post-employment and change in control payments Mr. Udvar-Házy*

Executive payments and benefits upon termination	Voluntary termination without good reason/ involuntary termination for cause	Involuntary termination without cause/for good reason	Termination due to death or disability	Change in control without a termination of employment	Involuntary termination without cause/for good reason in connection with a change in control
Compensation severance	\$	\$ 10,693,920(a)	\$ 3,276,000(b)	\$	\$ 12,600,000(c)
Amended and restated deferred bonus plan		173,664(d)	347,328(e)		347,328(e)
Acceleration of equity awards					
RSUs		13,600,826(f)	13,600,826(f)	19,664,689(g)	19,664,689(g)
Options					
Benefits and perquisites					
Term life insurance		79,448(h)	(i)		79,448(h)
Benefits		53,505(j)			53,505(j)
Total		24,601,363	17,224,154	19,664,689	32,744,970

- (a) Represents the aggregate of Mr. Udvar-Házy's annual bonus for 2013 based on actual company performance, salary continuation at an annual rate of \$1.8 million through December 31, 2015, and two times the average of the annual bonus payments received during the thirty-six month period immediately prior to his date of termination.
- (b) Represents the amount of Mr. Udvar-Házy's annual bonus for 2013 based on actual company performance.
- (c) Represents the aggregate of Mr. Udvar-Házy's target annual bonus for 2013 and three times the sum of his base salary and target annual bonus for 2013.
- (d) Represents prorated vesting for the deferred bonus scheduled to vest on December 31, 2014.
- (e) Represents full vesting for the deferred bonus scheduled to vest on December 31, 2014.
- (f) Assumes that the performance conditions for the outstanding RSUs granted in 2010 have been met in the event that an involuntary termination without cause or for good reason or a termination due to death or disability occurs on December 31, 2013 and shall be paid out according to the schedule had Mr. Udvar-Házy continued employment.
- (g) Assumes that the compensation committee treats the performance conditions for all of the outstanding RSUs as met in the event that a change in control occurs on December 31, 2013 and assumes vesting of target number of TSR RSUs. However, performance-based RSUs would remain subject to any performance-based vesting conditions to the extent not achieved prior to such termination, and, for this purpose, would remain outstanding until the end of the applicable performance period.
- (h) Represents the premium payments on the group term and supplementary life insurance policies for Mr. Udvar-Házy that the Company would continue to pay.
- (i)

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The total amount payable under the group term and supplementary life insurance policies for Mr. Udvar-Házy is \$5.5 million.

(j)

Represents health, dental and vision insurance premiums that would be paid by the Company for continued coverage, based on rates as of December 31, 2013.

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Executive payments and benefits upon termination	Voluntary termination without good reason/ involuntary termination for cause	Involuntary termination without cause/for good reason	Termination due to death or disability	Change in control without a termination of employment	Involuntary termination without cause/for good reason in connection with a change in control
Compensation severance		\$ 8,308,613(a)	\$ 2,730,000(b)	\$	10,500,000(c)
Amended and restated deferred bonus plan		129,276(d)	258,552(e)		258,552(e)
Acceleration of equity awards					
RSUs		5,520,057(f)	5,520,057(f)	9,847,688(g)	9,847,688(g)
Options					
Benefits and perquisites					
Term life insurance		17,374(h)	(i)		17,374(h)
Benefits		53,505(j)			53,505(j)
Total		14,028,825	8,508,609	9,847,688	20,677,119

- (a) Represents the aggregate of Mr. Plueger's annual bonus for 2013 based on actual company performance, salary continuation at an annual rate of \$1.5 million through December 31, 2015, and two times the average of the annual bonus payments received during the thirty-six month period immediately prior to his date of termination.
- (b) Represents the amount of Mr. Plueger's annual bonus for 2013 based on actual company performance.
- (c) Represents the aggregate of Mr. Plueger's target annual bonus for 2013 and three times the sum of his base salary and target annual bonus for 2013.
- (d) Represents prorated vesting for the deferred bonus scheduled to vest on December 31, 2014.
- (e) Represents full vesting for the deferred bonus scheduled to vest on December 31, 2014.
- (f) Assumes that the performance conditions for RSUs granted in 2010 have been met in the event that an involuntary termination without cause or for good reason or a termination due to death or disability occurs on December 31, 2013 and shall be paid out according to the schedule had Mr. Plueger continued employment.
- (g) Assumes that the compensation committee treats the performance conditions for all of the outstanding RSUs as met in the event that a change in control occurs on December 31, 2013 and assumes vesting of target number of TSR RSUs. However, performance-based RSUs would remain subject to any performance-based vesting conditions to the extent not achieved prior to such termination, and, for this purpose, would remain outstanding until the end of the applicable performance period.
- (h) Represents the premium payments on the group term and supplementary life insurance policies for Mr. Plueger that the Company would continue to pay.
- (i)



The total amount payable under the group term and supplementary life insurance policies for Mr. Plueger is \$2.5 million.

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(j)

Represents health, dental and vision insurance premiums that would be paid by the Company for continued coverage, based on rates as of December 31, 2013.

*Post-employment and change in control payments Mr. Chen*

Executive payments and benefits upon termination	Voluntary termination with or without good reason/ involuntary termination for cause	Involuntary termination without cause	Termination due to death or disability	Change in control without a termination of employment	Involuntary termination without cause or for good reason within twenty-four months following a change in control.
Compensation severance	\$	\$ 1,754,074(a)	\$	\$	\$4,417,875(b)
Amended and restated deferred bonus plan			228,500(c)		228,500(c)
Acceleration of vesting of equity awards					
RSUs				4,015,288(d)	4,015,288(d)
Benefits and perquisites					
Term life insurance			(e)		
Benefits		26,753(f)			53,505(f)
Outplacement					25,000
Total		1,780,827	228,500	4,015,288	8,740,168

(a)

Represents the aggregate of salary for 2014 and average of paid bonuses over the most recent three bonus payments.

(b)

Represents the aggregate of Mr. Chen's target annual bonus for 2013, annual salary for 2014 and 2015, and target annual bonuses for 2014 and 2015.

(c)

Represents full vesting of the deferred bonus scheduled to vest on December 31, 2014.

(d)

Assumes that the compensation committee treats the performance conditions for all outstanding RSUs as met in the event that a change in control occurs on December 31, 2013 and assumes vesting of target number of TSR RSUs. However, the RSUs would remain subject to any performance-based vesting conditions to the extent not achieved prior to such termination, and, for this purpose, would remain outstanding until the end of the applicable performance period.

(e)

The total amount payable under the group term life insurance policy for Mr. Chen is \$500,000.

(f)

Represents health, dental and vision insurance premiums that would be paid by the Company for continued coverage, based on rates as of December 31, 2013.

Table of Contents*Post-employment and change in control payments Mr. Levy*

Executive payments and benefits upon termination	Voluntary termination with or without good reason/ involuntary termination for cause	Involuntary termination without cause	Termination due to death or disability	Change in control without a termination of employment	Involuntary termination without cause or for good reason within twenty-four months following a change in control.
Compensation severance	\$	\$ 1,585,403(a)	\$	\$	\$3,875,000(b)
Amended and restated deferred bonus plan			139,148(c)		139,148(c)
Acceleration of vesting of equity awards					
RSUs				2,692,522(d)	2,692,522(d)
Options					
Benefits and perquisites					
Term life insurance			(e)		
Benefits		26,753(f)			53,505(f)
Outplacement					25,000
Total		1,612,156	139,148	2,692,522	6,785,175

- (a) Represents the aggregate of salary for 2014 and average of paid bonuses over the most recent three bonus payments.
- (b) Represents the aggregate of Mr. Levy's target annual bonus for 2013, retention bonus, annual salary for 2014 and 2015, and target annual bonuses for 2014 and 2015.
- (c) Represents full vesting of the deferred bonus scheduled to vest on December 31, 2014.
- (d) Assumes that the compensation committee treats the performance conditions for all outstanding RSUs as met in the event that a change in control occurs on December 31, 2013 and assumes vesting of target number of TSR RSUs. However, the performance-based RSUs would remain subject to any performance-based vesting conditions to the extent not achieved prior to such termination, and, for this purpose, would remain outstanding until the end of the applicable performance period.
- (e) The total amount payable under the group term life insurance policy for Mr. Levy is \$500,000.
- (f) Represents health, dental and vision insurance premiums that would be paid by the Company for continued coverage, based on rates as of December 31, 2013.

Table of Contents*Post-employment and change in control payments Mr. Willis*

Executive payments and benefits upon termination	Voluntary termination with or without good reason/ involuntary termination for cause	Involuntary termination without cause	Termination due to death or disability	Change in control without a termination of employment	Involuntary termination without cause or for good reason within twenty-four months following a change in control.
Compensation severance	\$	\$ 306,008(a)	\$	\$	\$861,000(b)
Amended and restated deferred bonus plan			43,969(c)		43,969(c)
Acceleration of vesting of equity awards					
RSUs				625,081(d)	625,081(d)
Options					
Benefits and perquisites					
Term life insurance			(e)		
Benefits		26,753(f)			53,505(f)
Outplacement					25,000
Total		332,761	43,969	625,081	1,608,555

(a) Represents the aggregate of 50% of both salary for 2014 and average of paid bonuses over the most recent three bonus payments.

(b) Represents the aggregate of Mr. Willis' target annual bonus for 2013, annual salary for 2014, and target annual bonus for 2014.

(c) Represents full vesting for the deferred bonus scheduled to vest on December 31, 2014.

(d) Assumes that the compensation committee treats the performance conditions for all outstanding RSUs as met in the event that a change in control occurs on December 31, 2013 and assumes vesting of target number of TSR RSUs. However, the RSUs would remain subject to any performance- based vesting conditions to the extent not achieved prior to such termination, and, for this purpose, would remain outstanding until the end of the applicable performance period.

(e) The total amount payable under the group term life insurance policy for Mr. Willis is \$500,000.

(f) Represents health, dental and vision insurance premiums that would be paid by the Company for continued coverage, based on rates as of December 31, 2013.

Table of Contents**Audit-Related Matters****Audit Committee Report**

The audit committee has reviewed and discussed the Company's audited financial statements with our management, and has discussed with our independent registered public accounting firm the matters required to be discussed by Rules on Auditing Standard No. 16, Communications with Audit Committees and Related and Transitional Amendments to the Public Company Accounting Oversight Board Standards, and by the audit committee's charter. The audit committee has received written disclosures and the letter from our independent registered public accounting firm required by the applicable requirements of the Public Company Accounting Oversight Board regarding the independent registered public accounting firm's communications with the audit committee concerning independence, and has discussed with the independent registered public accounting firm its independence.

Based on this review and these discussions, the audit committee recommended to the Board of Directors that the audited financial statements be included in the Company's Annual Report on Form 10-K for fiscal year 2013 for filing with the Securities and Exchange Commission.

**Audit Committee**

Matthew J. Hart, Chairman  
Robert A. Milton  
Ian M. Saines

**Independent Auditor Fees and Services**

KPMG LLP served as our independent registered public accounting firm in 2013 and 2012. Services provided by KPMG and related fees in each of those years were as follows:

	2013	2012
Audit Fees	\$ 800,000	\$ 1,321,864
Audit-Related Fees(1)	221,838	188,767
All Other Fees		

<b>Total Fees</b>	\$ 1,021,838	\$ 1,510,631
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- (1) The nature of the services comprising these fees were assurance and related services related to the performance of the audit or review of the financial statements and not reported under "Audit Fees" above.

**Auditor Services Pre-Approval Policy**

Our audit committee has approved and adopted an Audit and Non-Audit Services Pre-Approval Policy which sets forth the procedures and conditions pursuant to which services to be performed by our independent registered public accounting firm are to be pre-approved. The policy provides that the audit committee will annually consider for approval, and approve as it deems appropriate and consistent with the policy and applicable law, a schedule listing proposed engagements and specified audit and non-audit services expected to be provided by the independent registered public accounting firm commencing during the upcoming year. As stated in the policy, in determining whether to pre-approve services, the audit committee may consider, among other factors: (1) whether the services are consistent with applicable rules on auditor independence; (2) whether the independent registered public accounting firm is best positioned to provide the services in an effective and efficient manner, taking into consideration its familiarity with our business, people, culture, accounting systems, risk profile and other factors; and (3) whether the services might enhance our ability to manage or control risk or improve audit quality. Under the policy, the audit committee may delegate preapproval



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authority to one or more of its members. The policy contemplates that our Chief Financial Officer, or his designee, will provide a quarterly report to the audit committee listing services performed by and fees paid to the independent registered public accounting firm during the current fiscal year and the previous quarter, including a reconciliation of the actual fees of the independent auditors compared to the budget for such services as approved by the audit committee.

The audit committee approved all audit and audit-related services provided by KPMG during 2013 in accordance with this policy.

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**Other Matters**

**Certain Relationships and Related Person Transactions**

In accordance with our written Related Person Transaction Policy, the nominating and corporate governance committee must review and approve or ratify any transaction in which the amount involved exceeds \$120,000 if any of our directors, director nominees, executive officers, beneficial owners of more than 5% of our Class A Common Stock, or any of their respective immediate family members, has a direct or indirect material interest. Certain limited types of related person transactions are deemed to be pre-approved by the nominating and corporate governance committee even if the amount involved exceeds \$120,000. In addition, the Chairman of the nominating and corporate governance committee has been delegated the authority to approve or ratify any related person transaction if the amount involved is expected to be less than \$1 million. Out of an abundance of caution, the nominating and corporate governance committee will sometimes review and approve or ratify transactions with a related person or an entity affiliated with a related person, even if the related person does not have a direct or indirect material interest in the transaction.

The Company has several agreements with Commonwealth Bank of Australia and/or its subsidiaries (collectively "Commonwealth Bank"). Commonwealth Bank beneficially owns more than 5% of our Class A Common Stock, and one of our directors, Mr. Saines, was from January 1, 2013 through December 13, 2013, Group Executive of the Institutional Banking and Markets division of Commonwealth Bank. All of the transactions described below have been approved or ratified in accordance with our Related Person Transaction Policy.

Since January 1, 2013, the Company has provided lease management services in respect of an Airbus A320 aircraft owned by a Commonwealth Bank subsidiary pursuant to a servicing agreement with Commonwealth Bank dated March 9, 2011. Under this servicing agreement, we manage the leasing and remarketing of this aircraft for subsequent leases or for sale. For these services Commonwealth Bank pays us a percentage of the rent for the aircraft and will pay us a percentage of the proceeds if the aircraft is sold. During 2013 Commonwealth Bank paid us fees in the amount of \$81,600 for our services. In addition, we expect to earn \$224,473 during the remainder of our management of the current lease. We will also earn additional fees if we arrange the sale of this aircraft.

Since January 1, 2013, the Company has provided lease management services in respect of an Airbus A320 aircraft owned by a Commonwealth Bank subsidiary pursuant to a servicing agreement with Commonwealth Bank dated December 20, 2011. Under this servicing agreement, we manage the leasing and remarketing of this aircraft for subsequent leases or for sale. For these services Commonwealth Bank pays us a percentage of the rent for the aircraft and will pay us a percentage of the proceeds if the aircraft is sold. During 2013 Commonwealth Bank paid us fees in the amount of \$40,890 for our services. In addition, we expect to earn \$158,741 during the remainder of our management of the current lease. We will also earn additional fees if we arrange the sale of this aircraft.

Since January 1, 2013, the Company has provided lease management services in respect of an Airbus A320 aircraft owned by a Commonwealth Bank subsidiary pursuant to a servicing agreement with Commonwealth Bank dated December 28, 2012. Under this servicing agreement, we manage the leasing and remarketing of this aircraft for subsequent leases or for sale. For these services Commonwealth Bank pays us a percentage of the rent for the aircraft and will pay us a percentage of the proceeds if the aircraft is sold. During 2013 Commonwealth Bank paid us fees in the amount of \$86,020 for our services. In addition, we expect to earn \$897,670 during the remainder of our management of the current lease. We will also earn additional fees if we arrange the sale of this aircraft.



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Since January 1, 2013, the Company has provided lease management services in respect of a Boeing 777-300ER aircraft owned by a Commonwealth Bank subsidiary pursuant to a servicing agreement with Commonwealth Bank dated December 22, 2011. Under this servicing agreement, we manage the leasing and remarketing of this aircraft for subsequent leases or for sale. For these services Commonwealth Bank pays us a percentage of the rent for the aircraft and will pay us a percentage of the proceeds if the aircraft is sold. During 2013 Commonwealth Bank paid us fees in the amount of \$308,340 for our services. In addition, we expect to earn \$1,932,827 during the remainder of our management of the current lease. We will also earn additional fees if we arrange the sale of this aircraft.

We have proposed to enter into the following transactions with Commonwealth Bank, each of which has been approved in accordance with our Related Person Transaction Policy:

We will provide lease and remarketing management services to Commonwealth Bank and certain of its subsidiaries in respect of three Airbus A320-200 aircraft. We expect to earn fees of more than \$540,793 for providing these services. We will also earn additional fees if we arrange the sale of any of the aircraft.

We will provide lease and remarketing management services to Commonwealth Bank and certain of its subsidiaries in respect of two Airbus A330-300 aircraft. We expect to earn fees of more than \$1,975,072 for providing these services. We will also earn additional fees if we arrange the sale of either aircraft.

We will provide lease and remarketing management services to Commonwealth Bank and one of its subsidiaries in respect of a Boeing 737-700 aircraft. We expect to earn fees of more than \$235,803 for providing these services. We will also earn additional fees if we arrange the sale of the aircraft.

We will provide lease and remarketing management services to Commonwealth Bank and one of its subsidiaries in respect of an additional Airbus A320-200 aircraft. We expect to earn fees of more than \$364,891 for providing these services. We will also earn additional fees if we arrange the sale of the aircraft.

In June 2013, the Company completed a marketed secondary public offering of 8,000,000 shares of its Class A Common Stock held by affiliates of Ares Management LLC, Leonard Green & Partners, L.P. and WL Ross & Co. LLC. The shares of Class A Common Stock were offered to the public at \$26.75 per share. The company did not issue any additional shares of Class A Common Stock and did not receive any proceeds in this transaction. The total number of shares of the Company's Class A Common Stock outstanding did not change as a result of this offering.

In November 2013, the Company completed a marketed secondary public offering of up to 10,138,888 shares of its Class A Common Stock held by affiliates of Ares Management LLC, Leonard Green & Partners, L.P. and WL Ross & Co. LLC. The shares of Class A Common Stock were offered to the public at \$31.50 per share. The Company did not issue any additional shares of Class A Common Stock and did not receive any proceeds in this transaction. The total number of shares of the Company's Class A Common Stock outstanding did not change as a result of this offering.

At the time of the secondary offerings, each of Mr. John G. Danhaki, Managing Partner at Leonard Green & Partners, L.P., Mr. Antony P. Ressler, a Founding Member and Chairman of the Executive Committee of Ares Management LLC and Wilbur L. Ross, Jr., Chairman and Chief Executive Officer of WL Ross & Co. LLC, was a director of the Company.

In September 2013, the Company, through a limited liability company of which it is the sole member, entered into a purchase agreement to acquire a corporate aircraft. The right to purchase the corporate aircraft was formerly held by an entity controlled by Mr. Udvar-Házy, our chairman and CEO, and not affiliated with the Company. The parties conducted this transaction on an arm's-length basis. The Company believes, based on independent expert advice, that at the time the Company

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entered into the purchase agreement, the purchase price of the aircraft was significantly below the then-current fair market value for such aircraft. The Company reimbursed Mr. Udvar-Házy \$6.8 million for deposits he paid to the manufacturer plus interest at a rate of 3.90% per annum.

**Stockholder Proposals and Director Nominations for our 2015 Annual Meeting of Stockholders**

To be included in the proxy statement and form of proxy for our 2015 annual meeting of stockholders, we must receive no later than December 5, 2014 any stockholder proposal that a stockholder intends to be presented at the meeting.

Under our bylaws, written notice of nominations to the Board of Directors and any other business proposed by a stockholder of record that is not to be included in the proxy statement for the 2015 annual meeting of stockholders must be received by the Secretary at our principal executive office not less than 90 days nor more than 120 days prior to the first anniversary of this year's Annual Meeting (so long as the 2015 annual meeting is held no more than 30 days before and no more than 70 days after such anniversary). Accordingly, notice of any such nominations or other business meeting all of the requirements set forth in our bylaws must be received by the Secretary between January 7, 2015 and February 6, 2015. SEC rules permit the Company's management to vote proxies in its discretion with respect to such matters if we advise stockholders how management intends to vote.

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**Appendix A**

**AIR LEASE CORPORATION  
2014 EQUITY INCENTIVE PLAN**

**1. Purpose**

The purpose of the Plan is to give the Company a competitive advantage in attracting, retaining and motivating officers, employees, directors and/or consultants and to provide a means whereby officers, employees, directors and/or consultants of the Company and its Affiliates can acquire and maintain Common Stock ownership, or be paid incentive compensation measured by reference to the value of Common Stock, thereby strengthening their commitment to the welfare of the Company and its Affiliates and promoting an identity of interest between shareholders and these persons.

So that the appropriate incentive can be provided, the Plan provides for granting Incentive Stock Options, Nonqualified Stock Options, Stock Appreciation Rights, Restricted Stock Awards, Restricted Stock Unit Awards, Stock Bonus Awards, Incentive Bonus Awards and Other Awards, or any combination of the foregoing.

**2. Definitions**

For purposes of this Plan, the following terms are defined as set forth below:

(a) "Affiliate" means, with respect to any specified entity, any other entity that directly or indirectly is controlled by, controls, or is under common control with such specified entity.

(b) "Applicable Exchange" means the securities exchange as may at the applicable time be the principal market for the Common Stock.

(c) "Award" means, individually or collectively, any Incentive Stock Option, Nonqualified Stock Option, Stock Appreciation Right, Restricted Stock Award, Restricted Stock Unit Award, Stock Bonus Award, Incentive Bonus Award or Other Award granted pursuant to the terms of this Plan.

(d) "Award Agreement" means a written or electronic document or agreement setting forth the terms and conditions of a specific Award. An Award Agreement may be in the form of an agreement to be executed by both the Participant and the Company (or an authorized representative of the Company) or certificates, notices or similar instruments as approved by the Committee.

(e) "Beneficial Ownership" shall have the meaning given in Rule 13d-3 promulgated under the Exchange Act.

(f) "Board" means the Board of Directors of the Company.

(g) "Cause" means, unless otherwise provided in an Award Agreement, (i) "Cause" as defined in any employment, consulting or similar agreement with the Company or any of its Affiliates to which the applicable Participant is a party (an "Individual Agreement"), or (ii) if there is no such Individual Agreement or if it does not define Cause: (A) willful misconduct or gross or willful neglect by a Participant in the performance of his employment duties (other than as a result of his incapacity due to physical or mental illness or injury) as determined by the Committee; (B) the plea of guilty or nolo contendere to, or conviction for, the commission of a felony or a crime of moral turpitude by a Participant; (C) willful fraud, misappropriation, embezzlement, misrepresentation or breach of a fiduciary duty against the Company or any of its Subsidiaries, as determined by the Committee; (D) a breach by a Participant of any nondisclosure, non-solicitation or noncompetition obligation owed to the Company or any of its Affiliates; or (E) the failure of a Participant to follow the lawful and reasonable instructions of the Board or his direct superiors.

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(h) "Change in Control" shall, unless in the case of a particular Award where the applicable Award Agreement states otherwise or contains a different definition of "Change in Control," for the purpose of this Plan, be the first to occur following the Effective Date of:

(i) the acquisition by any Person or Group of Beneficial Ownership of 35% or more (on a fully diluted basis) of either (A) the then outstanding shares of all classes of common stock of the Company, taking into account as outstanding for this purpose such common stock issuable upon the exercise of options or warrants, the conversion of convertible stock or debt, and the exercise or settlement of any similar right to acquire such common stock (the "Outstanding Company Common Stock"), or (B) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that for purposes of this Plan, the following acquisitions shall not constitute a Change in Control: (I) any acquisition by the Company or any Affiliate, (II) any acquisition directly from the Company, (III) any acquisition by any employee benefit plan sponsored or maintained by the Company or any Affiliate or (IV) any acquisition by any Person pursuant to a transaction that complies with clauses (A), (B) and (C) of subsection (iv) of this Section 2(h);

(ii) individuals who, on the Effective Date, constitute the Board (the "Incumbent Directors") cease for any reason to constitute at least a majority of the Board, provided that any person becoming a director subsequent to the Effective Date, whose election or nomination for election was approved by a vote of at least two-thirds of the Incumbent Directors then on the Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without written objection to such nomination), shall be an Incumbent Director; provided, however, that no individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest with respect to directors or as a result of any other actual or threatened solicitation of proxies or consents by or on behalf of any person other than the Board shall be deemed to be an Incumbent Director;

(iii) a complete dissolution or liquidation of the Company; or

(iv) the consummation of a merger, consolidation, statutory share exchange, a sale or other disposition of all or substantially all of the assets of the Company or similar form of corporate transaction involving the Company that requires the approval of the Company's shareholders, whether for such transaction or the issuance of securities in the transaction (a "Business Combination"), in each case, unless immediately following such Business Combination: (A) more than 50% of the total voting power of (x) the entity resulting from such Business Combination (the "Surviving Company") or (y) if applicable, the ultimate parent corporation that directly or indirectly has beneficial ownership of sufficient voting securities eligible to elect a majority of the directors of the Surviving Company (the "Parent Company") is represented by the Outstanding Company Voting Securities that were outstanding immediately prior to such Business Combination (or, if applicable, is represented by shares into which the Outstanding Company Voting Securities were converted pursuant to such Business Combination), and such voting power among the holders thereof is in substantially the same proportion as the voting power of the Outstanding Company Voting Securities among the holders thereof immediately prior to the Business Combination, (B) no Person or Group (other than any employee benefit plan sponsored or maintained by the Surviving Company or the Parent Company), is or becomes the beneficial owner, directly or indirectly, of 35% or more of the total voting power of the outstanding voting securities eligible to elect directors of the Parent Company (or, if there is no Parent Company, the Surviving Company) and (C) at least two-thirds of the members of the board of directors of the Parent Company (or, if there is no Parent Company, the Surviving Company) following

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the consummation of the Business Combination were Board members at the time of the Board's approval of the execution of the initial agreement providing for such Business Combination.

(i) "Code" means the Internal Revenue Code of 1986, as amended from time to time, and any successor thereto, the Treasury Regulations thereunder and other relevant interpretive guidance issued by the Internal Revenue Service or the Treasury Department. Reference in the Plan to any specific section of the Code shall be deemed to include any amendments or successor provisions to such section and any regulations and guidance under such section.

(j) "Committee" means a committee appointed by the Board to administer the Plan or, if no such committee has been appointed by the Board, the Board.

(k) "Common Stock" means the Class A common stock, par value \$0.01 per share, of the Company, and any stock into which such common stock may be converted or into which it may be exchanged.

(l) "Company" means Air Lease Corporation, or its successor.

(m) "Date of Grant" means the date on which the granting of an Award is authorized, or such other date as may be specified in such authorization or, if there is no such date, the date indicated on the applicable Award Agreement.

(n) "Disability" means, unless otherwise provided in an Award Agreement, the Company or an Affiliate having cause to terminate a Participant's employment or service on account of "disability," as defined in any existing Individual Agreement, or, in the absence of such an Individual Agreement, a condition entitling the Participant to receive benefits under a long-term disability plan of the Company or an Affiliate or, in the absence of such a plan, the complete and permanent inability by reason of illness or accident to perform the duties of the occupation at which a Participant was employed or served when such disability commenced or, as determined by the Committee, based upon medical evidence acceptable to it. Notwithstanding the above, with respect to an Incentive Stock Option, Disability shall mean permanent and total disability as defined in Section 22(e)(3) of the Code.

(o) "Disaffiliation" means a Subsidiary's or Affiliate's ceasing to be a Subsidiary or Affiliate for any reason (including, without limitation, as a result of a public offering, or a spin-off or sale by the Company, of the stock of the Subsidiary or Affiliate or a sale of a division of the Company and its Affiliates).

(p) "Effective Date" means May 7, 2014, date the Plan was approved by the Company's shareholders in accordance with Section 3.

(q) "Eligible Person" means any director, officer, employee or consultant of the Company or any of its Subsidiaries or Affiliates, or any prospective employee and consultant who has accepted an offer of employment or consultancy from the Company or its Subsidiaries or Affiliates.

(r) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(s) "Fair Market Value" means, as of a given date, the closing price of the Common Stock on the Applicable Exchange on that date, or if no prices are reported on that date, on the last preceding date on which such prices of the Common Stock are so reported. If the Common Stock is not then listed on any national securities exchange but is traded over the counter at the time determination of its Fair Market Value is required to be made, its Fair Market Value shall be deemed to be equal to the average between the reported high and low sales prices of Common Stock on the most recent date on which the Common Stock was publicly traded. If the Common Stock is not publicly traded at the time a determination of its Fair Market Value is made, the

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Committee shall determine its Fair Market Value in good faith in such manner as it deems appropriate (such determination to be made in a manner that satisfies Section 409A of the Code (to the extent applicable)).

(t) "Group" shall have the meaning given in Sections 13(d)(3) and 14(d)(2) of the Exchange Act.

(u) "Incentive Bonus" means a bonus opportunity awarded under Section 11 pursuant to which a Participant may become entitled to receive an amount based on satisfaction of such Performance Goals as are specified in the Award Agreement. Nothing herein shall be construed as creating any limitations on the Company's ability to adopt such other incentive arrangements as either may deem desirable, including without limitation, annual and/or long-term cash-based incentive compensation plans.

(v) "Incentive Stock Option" means an Option granted by the Committee to a Participant under the Plan that is intended to qualify as an incentive stock option as described in Section 422 of the Code.

(w) "Individual Agreement" has the meaning set forth in the definition of Cause in Section 2(g).

(x) "Nonqualified Stock Option" means an Option granted by the Committee to a Participant under the Plan that is not designated by the Committee as an Incentive Stock Option.

(y) "Option" means an Award granted under Section 7.

(z) "Option Price" means the exercise price for an Option as described in Section 7(a).

(aa) "Other Award" means an Award granted under Section 12, pursuant to which a Participant has the right to purchase or acquire shares, whether at a fixed or variable price or ratio related to the Common Stock or with a value derived from the value of or related to the Common Stock and/or returns thereon, upon the passage of time, the occurrence of one or more events, or the satisfaction of performance criteria or other conditions, or any combination thereof.

(bb) "Parent" means any parent of the Company, as defined in Section 424(e) of the Code.

(cc) "Participant" means an Eligible Person who has been selected by the Committee, in its sole discretion, to participate in the Plan and to receive an Award pursuant to Section 6.

(dd) "Performance-Based Award" means an Award, the grant, issuance, retention, vesting or settlement of which is subject to satisfaction or attainment of one or more Performance Goals.

(ee) "Performance Goals" means the performance objectives established for the purpose of determining the number of shares of Common Stock to be granted, retained, vested, issued or issuable under or in settlement of or the amount payable pursuant to a Performance-Based Award. To the extent a Performance-Based Award is intended to qualify as "performance-based compensation" under Section 162(m) of the Code, (A) the Performance Goals shall be established with reference to one or more of the following, either on a Company-wide basis or, as relevant, in respect of one or more Affiliates, Subsidiaries, divisions, departments or operations of the Company: earnings (gross, net, pre-tax, post-tax or per share), net profit after tax, net operating profit, EBITDA, adjusted EBITDA, gross profit, cash generation (including, but not limited to, operating cash flow, free cash flow, cash flow return on equity, and cash flow return on investment), unit volume, market share, sales, asset quality, earnings per share, operating income, net income, adjusted net income, revenues, return on assets (pre-tax or post-tax), return on operating assets, return on equity (pre-tax or post-tax), return on capital, return on invested capital, return on sales, return on revenue, profits, total shareholder return (measured in terms of stock price appreciation and/or dividend growth), cost saving levels, gross or operating margins

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(pre-tax or post-tax), productivity ratios, expense targets, margins, operating efficiency, lease placement of aircraft, working capital targets, change in working capital, economic value added customer satisfaction, marketing spending efficiency, core non-interest income, book value, change in working capital, return on capital, and/or stock price, with respect to the Company or any Subsidiary, Affiliate, division or department of the Company and (B) such Performance Goals shall be set by the Committee within the time period prescribed by Section 162(m) of the Code and related regulations. Such Performance Goals also may be based upon the attaining of specified levels of Company, Subsidiary, Affiliate or divisional performance under one or more of the measures described above relative to the performance of other entities, divisions or subsidiaries.

(ff) "Performance Period" means that period of time determined by the Committee over which performance is measured for the purpose of determining a Participant's right to, and the payment value of, any Performance-Based Award.

(gg) "Person" shall mean an individual or a corporation, association, partnership, limited liability company, joint venture, organization, business, trust, or any other entity or organization, including a government or any subdivision or agency thereof.

(hh) "Plan" means this Air Lease Corporation 2014 Equity Incentive Plan, as amended from time to time.

(ii) "Restricted Period" means, with respect to any share of Restricted Stock or any Restricted Stock Unit, the period of time determined by the Committee during which such Award is subject to the restrictions set forth in Section 9.

(jj) "Restricted Stock" means an Award of shares of Common Stock issued or transferred to a Participant subject to forfeiture and the other restrictions set forth in Section 9.

(kk) "Restricted Stock Unit" means an Award granted to a Participant pursuant to Section 9 pursuant to which Common Stock or cash in lieu thereof may be issued in the future.

(ll) "Securities Act" means the Securities Act of 1933, as amended.

(mm) "Stock Appreciation Right" or "SAR" means an Award granted under Section 8 of the Plan.

(nn) "Stock Bonus" means an Award granted under Section 10 of the Plan.

(oo) "Strike Price" means, in respect of an SAR, (i) in the case of a Tandem SAR, the Option Price of the related Option, or (ii) in the case of a Free-Standing SAR, a price no less than the Fair Market Value on the Date of Grant.

(pp) "Subsidiary" means any corporation, partnership, joint venture, limited liability company or other entity during any period in which at least a 50% voting or profits interest is owned, directly or indirectly, by the Company or any successor to the Company.

(qq) "Termination of Service" means the termination of the applicable Participant's employment with, or performance of services for, the Company and any of its Subsidiaries or Affiliates. Unless otherwise determined by the Committee, if a Participant's employment with the Company and any of its Subsidiaries or Affiliates, or membership on the Board, terminates but such Participant continues to provide services to the Company and its Affiliates in a nonemployee director capacity or as an employee, as applicable, such change in status shall not be deemed a Termination of Service. A Participant employed by, or performing services for, a Subsidiary or an Affiliate or a division of the Company and its Affiliates shall not be deemed to incur a Termination of Service if, as a result of a Disaffiliation, such Subsidiary, Affiliate, or division ceases to be a Subsidiary, Affiliate or division, as the case may be, and the Participant immediately thereafter becomes an employee of (or service provider for), the Company or another Subsidiary or Affiliate. Notwithstanding the foregoing, with respect to any Award that constitutes a "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code, "Termination of Service" shall mean a "separation from service" as defined under Section 409A of the Code.

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**3. Effective Date, Duration and Shareholder Approval**

The Plan will be effective on the Effective Date upon approval by the affirmative vote of the holders of a majority of the combined voting power of the outstanding voting securities of the Company present, or represented by proxy, and entitled to vote, at a meeting of the Company's shareholders or by written consent in accordance with the laws of the State of Delaware; provided that if such approval by the shareholders of the Company is not forthcoming, all Awards previously granted under this Plan shall be void.

The expiration date of the Plan, on and after which no Awards may be granted hereunder, shall be the tenth anniversary of the Effective Date (the "Expiration Date"); provided, however, that the administration of the Plan shall continue in effect until all matters relating to Awards previously granted have been settled. Awards outstanding as of the Expiration Date shall not be affected or impaired by termination of the Plan.

**4. Administration**

(a) The Plan shall be administered by the Committee or such other committee of the Board as the Board may from time to time designate. Unless otherwise established by the Board or in any charter of the Committee, a majority of the Committee shall constitute a quorum and the acts of a majority of the members present at any meeting at which a quorum is present, and acts approved in writing by all members of the Committee in lieu of a meeting, shall be deemed the acts of the Committee. Any power of the Committee may also be exercised by the Board, except to the extent that the grant or exercise of such authority would cause any Award or transaction to become subject to (or lose an exemption under) the short-swing profit recovery provisions of Section 16 of the Securities Exchange Act of 1934 or cause an Award designated as a Performance-Based Award not to qualify for treatment as performance-based compensation under Section 162(m) of the Code. To the extent permitted by applicable law and any charter of the Committee, the Committee may by resolution authorize one or more officers of the Company to perform any or all things that the Committee is authorized and empowered to do or perform under the Plan, and for all purposes under this Plan, such officer or officers shall be treated as the Committee; provided, however, that the resolution so authorizing such officer or officers shall specify the total number of Awards (if any) such officer or officers may award pursuant to such delegated authority. No such officer shall designate himself or herself as a recipient of any Awards granted under authority delegated to such officer.

(b) Subject to the terms and conditions of the Plan and applicable law, the Committee shall have, in addition to other express powers and authorizations conferred on the Committee by the Plan, the power to: (i) designate Participants; (ii) determine the type or types of Awards to be granted to a Participant; (iii) determine the number of shares of Common Stock to be covered by, or with respect to which payments, rights, or other matters are to be calculated in connection with, Awards; (iv) determine the terms and conditions of any Award; (v) determine whether, to what extent, and under what circumstances Awards may be settled or exercised in cash, shares of Common Stock, other securities, other Awards or other property, or canceled, forfeited or suspended and the method or methods by which Awards may be settled, exercised, canceled, forfeited or suspended; (vi) determine whether, to what extent, and under what circumstances the delivery of cash, Common Stock, other securities, other Awards, other property and other amounts payable with respect to an Award shall be deferred either automatically or at the election of the holder thereof or of the Committee; (vii) interpret, administer, reconcile any inconsistency, correct any defect and/or supply any omission in the Plan and any instrument or agreement relating to, or Award granted under, the Plan; (viii) establish, amend, suspend or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan; (ix) establish any "blackout" period that the Committee in its sole discretion deems



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necessary or advisable; and (x) make any other determination and take any other action specified under the Plan or that the Committee deems necessary or desirable for the administration of the Plan. The Committee may, in its sole and absolute discretion, without amendment to the Plan, waive or amend the operation of Plan provisions respecting exercise after Termination of Service and, except as otherwise provided herein, adjust any of the terms of any Award. The Committee may also (A) accelerate the date on which any Award granted under the Plan becomes exercisable or (B) accelerate the vesting date or waive or adjust any condition imposed hereunder with respect to the vesting or exercisability of an Award, provided that the Committee, in good faith, determines that such acceleration, waiver or other adjustment is necessary or desirable.

(c) All designations, determinations, interpretations, and other decisions under or with respect to the Plan or any Award or any documents evidencing Awards granted pursuant to the Plan shall be within the sole discretion of the Committee, may be made at any time and shall be final, conclusive and binding upon all parties, including, without limitation, the Company, any Affiliate, any Participant, any holder or beneficiary of any Award and any shareholder.

(d) The terms and conditions of each Award, as determined by the Committee, shall be set forth in an Award Agreement, which shall be delivered to the Participant receiving such Award upon, or as promptly as is reasonably practicable following, the grant of such Award. The effectiveness of an Award shall not be subject to the Award Agreement's being signed by the Company and/or the Participant's receiving the Award unless specifically so provided in the Award Agreement.

**5. Shares Subject to the Plan**

(a) Subject to Section 14, the maximum number of shares of Common Stock that may be delivered pursuant to Awards under the Plan is the sum of (i) 5 million shares of Common Stock and (ii) any shares of Common Stock which as of the Effective Date are available for grant under the Company's 2010 Equity Incentive Plan, and (iii) any shares of Common Stock which are, as of the Effective Date, subject to awards under the Company's 2010 Equity Incentive Plan and which subsequently expire or lapse without being exercised, are canceled or forfeited, are not delivered because such shares are withheld to satisfy the option price and/or the tax withholding obligations relating to any such award, or are settled for cash. The maximum number of shares of Common Stock that may be granted pursuant to Options intended to be Incentive Stock Options is 1 million shares of Common Stock, which number shall be calculated and adjusted pursuant to Section 14 only to the extent that such calculation or adjustment will not affect the status of any option intended to qualify as an Incentive Stock Option under Section 422 of the Code.

(b) To the extent that any Award is forfeited, or any Option or Stock Appreciation Right terminates, expires or lapses without being exercised, or any Award is settled for cash, the shares of Common Stock subject to such Award not delivered as a result thereof shall again be available for Awards under the Plan. Any Restricted Stock repurchased by the Company at the same price paid by the Participant so that such shares are returned to the Company shall again be available for Awards under the Plan. The payment of any dividends in cash in conjunction with any outstanding Awards shall not be counted against the shares available for issuance under the Plan.

(c) If the Option Price of any Option and/or the tax withholding obligations relating to any Award are satisfied by the Participant delivering shares of Common Stock to the Company (by either actual delivery or by attestation), only the number of shares of Common Stock issued net of the shares of Common Stock delivered or attested to shall be deemed delivered for purposes of determining the maximum numbers of shares of Common Stock available for delivery under the Plan. To the extent any shares of Common Stock subject to an Award are not delivered because such shares are withheld to satisfy the Option Price (in the case of an Option) and/or the tax

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withholding obligations relating to such Award, such shares shall not be deemed to have been delivered for purposes of determining the maximum number of shares of Common Stock available for delivery under the Plan. With respect to Stock Appreciation Rights, only shares of Common Stock actually issued pursuant to a Stock Appreciation Right will cease to be available under the Plan and all remaining shares under Stock Appreciation Rights will remain available for future grant under the Plan.

(d) Common Stock delivered by the Company in settlement of Awards may be authorized and unissued Common Stock, Common Stock held in the treasury of the Company, Common Stock purchased on the open market or by private purchase or a combination of the foregoing.

(e) The maximum number of shares of Common Stock that may be delivered pursuant to Performance-Based Awards that are granted to any one Participant during any calendar year may not exceed 500,000 shares of Common Stock, which number shall be adjusted pursuant to Section 14, and shares otherwise counted against such number, only in a manner that will not cause the Awards granted under the Plan to fail to qualify as "performance-based compensation" for purposes of Section 162(m) of the Code. The maximum number of shares of Common Stock that may be delivered pursuant to Options or Stock Appreciation Rights that are granted to any one Participant during any calendar year may not exceed 1,000,000 shares of Common Stock, which number shall be adjusted pursuant to Section 14, and shares otherwise counted against such number, only in a manner that will not cause the Awards granted under the Plan to fail to qualify as "performance-based compensation" for purposes of Section 162(m) of the Code. The maximum cash amount payable pursuant to that portion of an Incentive Bonus or Other Award granted in any calendar year to any Participant under this Plan that is intended to satisfy the requirements for "performance-based compensation" under Section 162(m) of the Code shall not exceed \$7,000,000.

## **6. Eligibility**

The Committee may, from time to time, select, in its sole discretion, from among all Eligible Persons, those to whom an Award shall be granted.

## **7. Options**

The Committee is authorized to grant one or more Incentive Stock Options or Nonqualified Stock Options to any Eligible Person; provided, however, that no Incentive Stock Option shall be granted to any Eligible Person who is not an employee of the Company or a Parent or Subsidiary (within the meaning of Section 424(f) of the Code). Each Option shall be evidenced by an Award Agreement. Each Option so granted shall be subject to the following conditions, or to such other conditions as may be reflected in the applicable Award Agreement.

(a) **Option Price.** The Option Price per share of Common Stock for each Option shall be set by the Committee at the time of grant but shall not be less than the Fair Market Value of a share of Common Stock at the Date of Grant.

(b) **Manner of Exercise and Form of Payment.** No shares of Common Stock shall be delivered pursuant to any exercise of an Option until payment in full of the Option Price therefor (together with applicable withholding taxes) is received by the Company. Options that have become exercisable may be exercised by delivery of written notice of exercise (in such form as the Committee may specify from time to time) to the Company accompanied by payment of the Option Price. The Option Price shall be payable in cash and/or shares of Common Stock valued at the Fair Market Value at the time the Option is exercised (including by means of attestation of ownership of a sufficient number of shares of Common Stock in lieu of actual delivery of such shares to the Company). In addition, the Option Price may be payable by such other method as the Committee may allow at or following the grant date, including but not limited to an

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irrevocable commitment by a broker to pay over such amount from a sale of the shares of Common Stock issuable under an Option and withholding of shares of Common Stock otherwise deliverable upon exercise. Until the shares of Common Stock are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a shareholder will exist with respect to the shares of Common Stock, notwithstanding the exercise of the Option. The Company will issue (or cause to be issued) such shares of Common Stock promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the shares of Common Stock are issued.

(c) **Vesting, Option Period and Expiration.** Options shall vest and become exercisable in such manner and on such date or dates determined by the Committee and shall expire after such period, not to exceed ten years, as may be determined by the Committee (the "Option Period"). If an Option is exercisable in installments, such installments or portions thereof which become exercisable shall remain exercisable until the Option expires.

(d) **Disqualifying Dispositions of Incentive Stock Options.** Each Participant awarded an Incentive Stock Option under the Plan shall notify the Company in writing immediately after the date he makes a disqualifying disposition of any Common Stock acquired pursuant to the exercise of such Incentive Stock Option.

(e) **Incentive Stock Option Grants to 10% Shareholders.** Notwithstanding anything to the contrary in this Section 7, if an Incentive Stock Option is granted to a Participant who owns stock representing more than ten percent of the voting power of all classes of stock of the Company or of a Parent or Subsidiary, the Option Period shall not exceed five years from the Date of Grant of such Option and the Option Price shall be at least 110% of the Fair Market Value (on the Date of Grant) of the Common Stock subject to the Option.

(f) **\$100,000 Per Year Limitation for Incentive Stock Options.** To the extent the aggregate Fair Market Value (determined as of the Date of Grant) of Common Stock for which Incentive Stock Options are exercisable for the first time by a Participant during any calendar year (under all plans of the Company) exceeds \$100,000, such excess Incentive Stock Options shall be treated as Nonqualified Stock Options.

## 8. Stock Appreciation Rights

Any Option granted under the Plan may include SARs, either at the Date of Grant or, except in the case of an Incentive Stock Option, by subsequent amendment (SARs that are granted in conjunction with an Option are referred to in this Plan as "Tandem SARs"). The Committee also may award SARs to Eligible Persons independent of any Option (SARs that are granted independent of any Option are referred to in this Plan as "Free-Standing SARs"). Each SAR shall be evidenced by an Award Agreement. Each SAR shall be subject to such terms and conditions not inconsistent with the Plan as the Committee shall impose as set forth in the applicable Award Agreement, including, but not limited to, the following:

(a) **Vesting, Transferability and Expiration.** Tandem SARs shall become exercisable, be transferable and shall expire according to the same vesting schedule, transferability rules and expiration provisions as the corresponding Option. Free-Standing SARs shall become exercisable, be transferable and shall expire in accordance with a vesting schedule, transferability rules and expiration provisions as established by the Committee and reflected in an Award Agreement.

(b) **Payment.** Upon the exercise of an SAR, the Company shall pay to the Participant an amount equal to the number of shares subject to the SAR multiplied by the excess, if any, of the Fair Market Value of one share of Common Stock on the exercise date over the Strike Price. The

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Company shall pay such excess in cash, in shares of Common Stock valued at Fair Market Value, or any combination thereof, as determined by the Committee. Fractional shares shall be settled in cash.

(c) **Method of Exercise.** A Participant may exercise an SAR at such time or times as may be determined by the Committee at the time of grant by filing an irrevocable written notice (in such form as the Committee may specify from time to time) with the Company or its designee, specifying the number of SARs to be exercised. Unless and until the shares of Common Stock are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a shareholder will exist with respect to the shares of Common Stock, notwithstanding the exercise of the SAR. Unless the Company settles the SAR in cash, the Company will issue (or cause to be issued) such shares of Common Stock promptly after the SAR is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the shares of Common Stock are issued.

(d) **Expiration.** Except as otherwise provided in the case of Tandem SARs, a SAR shall expire on a date designated by the Committee that is not later than ten years after the Date of Grant of the SAR.

**9. Restricted Stock Awards and Restricted Stock Units**

(a) **Award of Restricted Stock and Restricted Stock Units.**

(i) The Committee shall have the authority to grant Restricted Stock and Restricted Stock Units to Eligible Persons, and to establish terms, conditions and restrictions applicable to such Restricted Stock and Restricted Stock Units, including (A) the Restricted Period, (B) the time or times at which Restricted Stock or Restricted Stock Units shall be granted or become vested, including upon the attainment of performance conditions (whether or not such conditions are Performance Goals) or upon both the attainment of performance conditions (whether or not such conditions are Performance Goals) and the continued service of the applicable Participant and (C) the number of shares or units to be covered by each grant. Each Restricted Stock and Restricted Stock Unit Award shall be evidenced by an Award Agreement.

(ii) Subject to the restrictions set forth in Section 9(b), the Participant generally shall have the rights and privileges of a shareholder as to such Restricted Stock, including the right to vote such Restricted Stock. The Award Agreement for Restricted Stock shall specify whether, to what extent and on what terms and conditions the applicable Participant shall be entitled to receive current or deferred payments of dividends payable in respect of the shares underlying the Restricted Stock Award, including whether any such dividends will be held subject to the vesting of the Restricted Stock, subject to Section 13(e) below in the case of dividends settled in Common Stock.

(iii) Awards of Restricted Stock shall be evidenced in such manner as the Committee may deem appropriate, including book-entry registration or issuance of one or more stock certificates. Any certificate issued in respect of shares of Restricted Stock shall be registered in the name of the applicable Participant and shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Award. The Committee may require that the certificates evidencing such shares be held in custody by the Company until the restrictions thereon shall have lapsed and that, as a condition of any Award of Restricted Stock, the applicable Participant shall have delivered a stock power, endorsed in blank, relating to the Common Stock covered by such Award.

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(iv) No shares of Common Stock shall be issued at the time a Restricted Stock Unit is granted and the Company will not be required to set aside a fund for the payment of any such Award. The Award Agreement for Restricted Stock Units shall specify whether, to what extent and on what terms and conditions the applicable Participant shall be entitled to receive current or deferred payments of dividends payable in respect of the shares underlying the Restricted Stock Units, including whether any such dividends will be held subject to the vesting of the underlying Restricted Stock Units, subject to Section 13(e) below in the case of dividends settled in Common Stock.

**(b) Restrictions.**

(i) Restricted Stock awarded to a Participant shall be subject to the following restrictions until the expiration of the Restricted Period, and to such other terms and conditions as may be set forth in the applicable Award Agreement: (A) the shares shall be subject to the restrictions on transferability set forth in the Award Agreement and (B) the shares shall be subject to forfeiture to the extent provided in the applicable Award Agreement, and satisfaction of any applicable Performance Goals during such period, to the extent provided in the applicable Award Agreement and, to the extent such shares are forfeited, the stock certificates shall be returned to the Company and all rights of the Participant to such shares and as a shareholder shall terminate without further obligation on the part of the Company.

(ii) Restricted Stock Units awarded to any Participant shall be subject to (A) forfeiture until the expiration of the Restricted Period, and satisfaction of any applicable Performance Goals during such period, to the extent provided in the applicable Award Agreement, and to the extent such Restricted Stock Units are forfeited, all rights of the Participant to such Restricted Stock Units shall terminate without further obligation on the part of the Company and (B) such other terms and conditions as may be set forth in the applicable Award Agreement.

**(c) Restricted Period.** The Restricted Period of Restricted Stock and Restricted Stock Units shall commence on the Date of Grant and shall expire from time to time as to that part of the Restricted Stock and Restricted Stock Units indicated in a schedule established by the Committee in the applicable Award Agreement; provided that, except in the case of the Participant's death or Disability or in the event of a Change in Control, the restrictions imposed on Restricted Stock and Restricted Stock Units (other than Restricted Stock and Restricted Stock Units that are Performance-Based Awards or that are granted to Participants that are non-employee directors of the Company or any of its Subsidiaries or Affiliates) provided for in the applicable Award Agreement may not lapse over a period of less than three (3) years following the date of grant of the Award.

**(d) Delivery of Restricted Stock and Settlement of Restricted Stock Units.**

(i) Restricted Stock. Upon the expiration of the Restricted Period with respect to any shares of Restricted Stock and/or the satisfaction of any applicable Performance Goals, the restrictions set forth in Section 9(b) and the applicable Award Agreement shall be of no further force or effect with respect to such shares, except as set forth in the applicable Award Agreement.

(ii) Restricted Stock Units. Upon the expiration of the Restricted Period with respect to any outstanding Restricted Stock Units the Company shall deliver to the Participant, or his beneficiary, without charge, one share of Common Stock for each such outstanding Restricted Stock Unit ("Vested Unit"); provided, however, that, if explicitly provided in the applicable Award Agreement, the Committee may, in its sole discretion, elect to (i) pay cash or part cash and part Common Stock in lieu of delivering only shares of Common Stock for Vested Units

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or (ii) delay the delivery of Common Stock (or cash or part Common Stock and part cash, as the case may be) beyond the expiration of the Restricted Period; provided, that any such delay must comply with Section 409A of the Code. If a cash payment is made in lieu of delivering shares of Common Stock, the amount of such payment shall be equal to the Fair Market Value of the Common Stock as of the date on which the Restricted Period lapsed with respect to such Vested Unit or the date of the delayed delivery, if applicable.

(e) **Applicability of Section 162(m).** With respect to Performance-Based Awards intended to qualify as "performance-based compensation" under Section 162(m) of the Code, this Section 9 (including the substance of the Performance Goals, the timing of establishment of the Performance Goals, the adjustment of the Performance Goals and determination of the Award) shall be implemented by the Committee in a manner designed to preserve such Awards as such "performance-based compensation."

**10. Stock Bonus Awards**

The Committee may issue unrestricted Common Stock, or other Awards denominated in Common Stock (valued at Fair Market Value as of the date of payment), under the Plan to Eligible Persons, alone or in tandem with other Awards, in such amounts and subject to such terms and conditions as the Committee shall from time to time in its sole discretion determine. Stock Bonus Awards under the Plan shall be granted as, or in payment of, a bonus, or to provide incentives or recognize special achievements or contributions. With respect to Stock Bonus Awards intended to qualify as "performance-based compensation" under Section 162(m) of the Code, the Committee shall establish and administer Performance Goals in the manner described in Section 9 as an additional condition to the vesting and payment of such Stock Bonus Awards. The Stock Bonus Award for any Performance Period to any Participant may be reduced or eliminated by the Committee in its discretion.

**11. Incentive Bonus Awards**

Incentive Bonus Awards may be granted under the Plan at any time and from time to time on or prior to the Expiration Date. Each Incentive Bonus Award shall be evidenced by an Award Agreement that shall be executed by the Company and the Participant. The Award Agreement shall specify the terms and conditions of the Incentive Bonus Award, including without limitation, (a) the target and maximum amount payable to the Participant as an Incentive Bonus Award, (b) the performance criteria and level of achievement versus these criteria that shall determine the amount of such payment, (c) the term of the Performance Period, (d) the timing of any payment earned by virtue of performance, (e) restrictions on the alienation or transfer of the Incentive Bonus Award prior to actual payment, (f) forfeiture provisions and (g) such further terms and conditions, in each case not inconsistent with this Plan as may be determined from time to time by the Committee. Payment of the amount due under an Incentive Bonus Award may be made in cash or in Common Stock, as determined by the Committee. With respect to Incentive Bonus Awards intended to qualify as "performance-based compensation" under Section 162(m) of the Code, the Committee shall establish and administer Performance Goals in the manner described in Section 9 as an additional condition to the vesting and payment of such Incentive Bonus Awards. The Incentive Bonus Award for any Performance Period to any Participant may be reduced or eliminated by the Committee in its discretion. Incentive Bonus Awards payable hereunder may be pursuant to one or more subplans.

**12. Other Awards**

Other Awards may be granted under the Plan at any time and from time to time on or prior to the Expiration Date. Each Other Award shall be evidenced by an Award Agreement that shall be executed by the Company and the Participant. The Award Agreement shall specify the terms and conditions of the Other Award. Payment of the amount due under an Other Award may be made in

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cash or in Common Stock, as determined by the Committee. With respect to Other Awards intended to qualify as "performance-based compensation" under Section 162(m) of the Code, the Committee shall establish and administer Performance Goals in the manner described in Section 9 as an additional condition to the vesting and payment of such Other Awards. The Other Award for any Performance Period to any Participant may be reduced or eliminated by the Committee in its discretion. Other Awards payable hereunder may be pursuant to one or more subplans.

**13. General**

(a) **Additional Provisions of an Award.** Awards to a Participant under the Plan also may be subject to such other provisions, restrictions, conditions or limitations (whether or not applicable to Awards granted to any other Participant) as the Committee determines appropriate including, without limitation, (i) provisions for the forfeiture of or restrictions on resale or other disposition of shares of Common Stock acquired under any Award, (ii) provisions giving the Company the right to repurchase shares of Common Stock acquired under any Award in the event the Participant elects to dispose of such shares, (iii) provisions allowing the Participant to elect to defer the receipt of payment in respect of Awards for a specified period or until a specified event, provided such provisions comply with Section 409A of the Code and (iv) provisions to comply with federal and state securities laws and federal and state tax withholding requirements. Without limiting the foregoing, additional restrictions may address the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any shares issued under an Award, including without limitation (A) restrictions under an insider trading policy or pursuant to applicable law, (B) restrictions designed to delay and/or coordinate the timing and manner of sales by Participant and holders of other Company equity compensation arrangements, and (C) restrictions as to the use of a specified brokerage firm for such resales or other transfers.

(b) **Privileges of Stock Ownership.** Except as otherwise specifically provided in the Plan, no person shall be entitled to the privileges of ownership in respect of shares of Common Stock that are subject to Awards hereunder until such shares have been issued to that person.

(c) **Conditions for Issuance.** The obligation of the Company to settle Awards in Common Stock or otherwise shall be subject to all applicable laws, rules and regulations and to such approvals by governmental agencies as may be required. Notwithstanding any other provision of the Plan or agreements made pursuant thereto, the Company shall not be required to issue or deliver any certificate or certificates for Common Stock under the Plan prior to fulfillment of all of the following conditions: (i) listing or approval for listing upon notice of issuance, of such Common Stock on the Applicable Exchange; (ii) any registration or other qualification of such Common Stock of the Company under any state or federal law or regulation, or the maintaining in effect of any such registration or other qualification that the Committee shall, in its absolute discretion upon the advice of counsel, deem necessary or advisable; and (iii) obtaining any other consent, approval or permit from any state or federal governmental agency that the Committee shall, in its absolute discretion after receiving the advice of counsel, determine to be necessary or advisable. The Company shall be under no obligation to register for sale under the Securities Act any of the shares of Common Stock to be offered or sold under the Plan. If the shares of Common Stock offered for sale or sold under the Plan are offered or sold pursuant to an exemption from registration under the Securities Act, the Company may restrict the transfer of such shares and may legend the Common Stock certificates representing such shares in such manner as it deems advisable to ensure the availability of any such exemption.

(d) **Tax Withholding.**

(i) A Participant may be required to pay to the Company or any Affiliate and the Company or any Affiliate shall have the right and is hereby authorized to withhold from any

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shares of Common Stock or other property deliverable under any Award or from any compensation or other amounts owing to a Participant the amount (in cash, Common Stock or other property) of any required income tax withholding and payroll taxes in respect of an Award, its exercise, or any payment or transfer under an Award or under the Plan and to take such other action as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such withholding and taxes.

(ii) Without limiting the generality of clause (i) above, the Committee may, in its sole discretion, permit a Participant to satisfy, in whole or in part, the foregoing withholding liability (but no more than the minimum required withholding liability) by (A) delivery of shares of Common Stock owned by the Participant with a Fair Market Value equal to such withholding liability or (B) having the Company withhold from the number of shares of Common Stock otherwise issuable pursuant to the exercise or settlement of the Award a number of shares with a Fair Market Value equal to such withholding liability.

(e) **Limitation on Dividend Reinvestment and Dividend Equivalents.** Reinvestment of dividends in additional Restricted Stock at the time of any dividend payment, and the payment of Common Stock with respect to dividends to Participants holding Awards of Restricted Stock Units, shall only be permissible if sufficient shares of Common Stock are available under Section 5 for such reinvestment or payment (taking into account then-outstanding Awards). In the event that sufficient shares of Common Stock are not available for such reinvestment or payment, such reinvestment or payment shall be made in the form of a grant of Restricted Stock Units equal in number to the shares of Common Stock that would have been obtained by such payment or reinvestment, the terms of which Restricted Stock Units shall provide for settlement in cash and for dividend equivalent reinvestment in further Restricted Stock Units on the terms contemplated by this Section 13(e).

(f) **Claim to Awards and Employment Rights.** No employee of the Company, Subsidiary or Affiliate, or other person, shall have any claim or right to be granted an Award under the Plan or, having been selected for the grant of an Award, to be selected for a grant of any other Award. Neither the Plan nor any action taken hereunder shall be construed as giving any Participant any right to be retained in the employ or service of the Company or an Affiliate.

(g) **No Liability of Committee Members.** No member of the Committee shall be personally liable by reason of any contract or other instrument executed by such member or on his behalf in his capacity as a member of the Committee nor for any mistake of judgment made in good faith, and the Company shall indemnify and hold harmless each member of the Committee and each other employee, officer or director of the Company to whom any duty or power relating to the administration or interpretation of the Plan may be allocated or delegated against any cost or expense (including counsel fees) or liability (including any sum paid in settlement of a claim) arising out of any act or omission to act in connection with the Plan unless arising out of such person's own fraud or willful bad faith; provided, however, that approval of the Board shall be required for the payment of any amount in settlement of a claim against any such person. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled under the Company's Articles or Certificate of Incorporation or By-Laws, as a matter of law, or otherwise, or any power that the Company may have to indemnify them or hold them harmless.

(h) **Governing Law.** The Plan shall be governed by and construed in accordance with the internal laws of the State of Delaware without regard to the principles of conflicts of law thereof or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Delaware.



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(i) **Funding.** No provision of the Plan shall require the Company, for the purpose of satisfying any obligations under the Plan, to purchase assets or place any assets in a trust or other entity or otherwise to segregate any assets, nor shall the Company maintain separate bank accounts, books, records or other evidence of the existence of a segregated or separately maintained or administered fund for such purposes. Participants shall have no rights under the Plan other than as unsecured general creditors of the Company, except that insofar as they may have become entitled to payment of additional compensation by performance of services, they shall have the same rights as other employees under general law.

(j) **Nontransferability.**

(i) Each Award shall be exercisable only by the Participant during the Participant's lifetime, or, if permissible under applicable law, by the Participant's legal guardian or representative. No Award may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by a Participant other than by will or by the laws of descent and distribution and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company, Subsidiary or Affiliate; provided that the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance.

(ii) Notwithstanding the foregoing, the Committee may, in its sole discretion, permit Awards other than Incentive Stock Options to be transferred by a Participant without consideration, subject to such rules as the Committee may adopt consistent with any applicable Award Agreement to preserve the purposes of the Plan, to:

- (A) any person who is a "family member" of the Participant, as such term is used in the instructions to Form S-8 (collectively, the "Immediate Family Members");
- (B) a trust solely for the benefit of the Participant and his Immediate Family Members;
- (C) a partnership or limited liability company whose only partners or shareholders are the Participant and his Immediate Family Members; or
- (D) any other transferee as may be approved either (1) by the Board or the Committee in its sole discretion or (2) as provided in the applicable Award Agreement;

(each transferee described in clauses (A), (B), (C) and (D) above is hereinafter referred to as a "Permitted Transferee"); provided that the Participant gives the Committee advance written notice describing the terms and conditions of the proposed transfer and the Committee notifies the Participant in writing that such a transfer would comply with the requirements of this Plan and any applicable Award Agreement.

(iii) The terms of any Award transferred in accordance with the immediately preceding sentence shall apply to the Permitted Transferee and any reference in this Plan, or in any applicable Award Agreement, to a Participant shall be deemed to refer to the Permitted Transferee, except that (A) Permitted Transferees shall not be entitled to transfer any Award, other than by will or the laws of descent and distribution; (B) Permitted Transferees shall not be entitled to exercise any transferred Option unless there shall be in effect a registration statement on an appropriate form covering the shares of Common Stock to be acquired pursuant to the exercise of such Option if the Committee determines, consistent with any applicable Award Agreement, that such a registration statement is necessary or appropriate; (C) the Committee or the Company shall not be required to provide any notice to a Permitted Transferee, whether or not such notice is or would otherwise have been required to be given to the Participant under the Plan or otherwise; and (D) the consequences of the termination of the Participant's employment by, or services to, the Company, or an Affiliate under the

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terms of the Plan and the applicable Award Agreement shall continue to be applied with respect to the Participant, including, without limitation, that an Option shall be exercisable by the Permitted Transferee only to the extent, and for the periods, specified in the Plan and the applicable Award Agreement.

(k) **Section 409A of the Code.** It is the intention of the Company that no Award shall be "deferred compensation" subject to Section 409A of the Code, unless and to the extent that the Committee specifically determines otherwise as provided in this Section 13(k), and the Plan and the terms and conditions of all Awards shall be interpreted accordingly. The terms and conditions governing any Awards that the Committee determines will be subject to Section 409A of the Code, including any rules for elective or mandatory deferral of the delivery of cash or shares of Common Stock pursuant thereto and any rules regarding treatment of such Awards in the event of a Change in Control, shall be set forth in the applicable Award Agreement and shall comply in all respects with Section 409A of the Code. Notwithstanding any other provision of the Plan to the contrary, with respect to any Award that constitutes a "nonqualified deferred compensation plan" subject to Section 409A of the Code that has been granted to a Participant who is a "specified employee" (within the meaning of Section 409A) on the date of the Participant's Termination of Service, any payments (whether in cash, shares of Common Stock or other property) to be made with respect to such Award upon the Participant's Termination of Service shall be delayed until the earlier of (i) the first day of the seventh month following the Participant's Termination of Service and (ii) the Participant's death.

(l) **Relationship to Other Benefits.** No payment under the Plan shall be taken into account in determining any benefits under any pension, retirement, profit sharing, group insurance or other benefit plan of the Company or any Subsidiary except as otherwise specifically provided in such other plan.

(m) **Subsidiary Employee.** In the case of a grant of an Award to any employee of a Subsidiary of the Company, the Company may, if the Committee so directs, issue or transfer the shares, if any, covered by the Award to the Subsidiary, for such lawful consideration as the Committee may specify, upon the condition or understanding that the Subsidiary will transfer the shares to the employee in accordance with the terms of the Award specified by the Committee pursuant to the provisions of the Plan. All shares underlying Awards that are forfeited or canceled should revert to the Company.

(n) **Foreign Employees and Foreign Law Considerations.** The Committee may grant Awards to Eligible Persons who are foreign nationals, who are located outside the United States or who are not compensated from a payroll maintained in the United States, or who are otherwise subject to (or could cause the Company to be subject to) legal or regulatory provisions of countries or jurisdictions outside the United States, on such terms and conditions different from those specified in the Plan as may, in the judgment of the Committee, be necessary or desirable to foster and promote achievement of the purposes of the Plan, and, in furtherance of such purposes, the Committee may make such modifications, amendments, procedures or subplans as may be necessary or advisable to comply with such legal or regulatory provisions.

(o) **No Contract of Employment.** The Plan shall not constitute a contract of employment, and adoption of the Plan shall not confer upon any employee any right to continued employment, nor shall it interfere in any way with the right of the Company or any Subsidiary or Affiliate to terminate the employment of any employee at any time.

(p) **Titles and Headings.** The titles and headings of the sections in the Plan are for convenience of reference only and, in the event of any conflict, the text of the Plan, rather than such titles or headings, shall control.

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(q) **Severability.** If any provision of the Plan or any Award Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or as to any person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, person or Award and the remainder of the Plan and any such Award shall remain in full force and effect.

**14. Changes in Capital Structure**

(a) In the event of a merger, consolidation, acquisition of property or shares, stock rights offering, liquidation, Disaffiliation, or similar event affecting the Company or any of its Subsidiaries (each, a "Corporate Transaction"), the Committee or the Board shall make such substitutions or adjustments as it deems equitable to (A) the aggregate number and kind of shares of Common Stock or other securities reserved for issuance and delivery under the Plan, (B) the various maximum limitations set forth in Section 5 upon certain types of Awards and upon the grants to individuals of certain types of Awards, (C) the number and kind of shares of Common Stock or other securities subject to outstanding Awards and (D) the exercise price of outstanding Options and Stock Appreciation Rights. In the case of Corporate Transactions, such adjustments may include, without limitation, (1) the cancellation of outstanding Awards in exchange for payments of cash, property or a combination thereof having an aggregate value equal to the value of such Awards, as determined by the Committee or the Board in its sole discretion (it being understood that in the case of a Corporate Transaction with respect to which holders of Common Stock receive consideration other than publicly traded equity securities of the ultimate surviving entity, any such determination by the Committee that the value of an Option or Stock Appreciation Right shall for this purpose be deemed to equal the excess, if any, of the value of the consideration being paid for each share of Common Stock pursuant to such Corporate Transaction over the exercise price of such Option or Stock Appreciation Right shall conclusively be deemed valid); (2) the substitution of other property (including, without limitation, cash or other securities of the Company and securities of entities other than the Company) for the Common Stock subject to outstanding Awards; and (3) in connection with any Disaffiliation, arranging for the assumption of Awards, or replacement of Awards with new awards based on other property or other securities (including, without limitation, other securities of the Company and securities of entities other than the Company), by the affected Subsidiary, Affiliate or division or by the entity that controls such Subsidiary, Affiliate or division following such Disaffiliation (as well as any corresponding adjustments to Awards that remain based upon Company securities).

(b) In the event of a stock dividend, stock split, reverse stock split, separation, spinoff, reorganization, extraordinary dividend of cash or other property, share combination, or recapitalization or similar event affecting the capital structure of the Company (each, a "Stock Change"), the Committee or the Board shall make such substitutions or adjustments as it deems equitable to (i) the aggregate number and kind of shares of Common Stock or other securities reserved for issuance and delivery under the Plan, (ii) the various maximum limitations set forth in Section 5 upon certain types of Awards and upon the grants to individuals of certain types of Awards, (iii) the number and kind of shares of Common Stock or other securities subject to outstanding Awards and (iv) the exercise price of outstanding Options and Stock Appreciation Rights.

(c) The Committee may adjust in its sole discretion the Performance Goals applicable to any Awards to reflect any Stock Change and any Corporate Transaction and any unusual or nonrecurring events and other extraordinary items, impact of charges for restructurings,

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discontinued operations and the cumulative effects of accounting or tax changes, each as defined by generally accepted accounting principles or as identified in the Company's financial statements, notes to the financial statements, management's discussion and analysis or the Company's other SEC filings; provided that with respect to Awards that are intended to qualify as "performance-based compensation" under Section 162(m) of the Code, such adjustments or substitutions shall be made only to the extent that the Committee determines that such adjustments or substitutions may be made without causing the Company to be denied a tax deduction on account of Section 162(m) of the Code. The Company shall give each Participant notice of an adjustment hereunder and, upon notice, such adjustment shall be conclusive and binding for all purposes.

(d) Any adjustment under this Section 14 need not be the same for all Participants.

(e) Notwithstanding the foregoing: (i) any adjustments made pursuant to this Section 14 to Awards that are considered "deferred compensation" within the meaning of Section 409A of the Code shall be made in compliance with the requirements of Section 409A of the Code; (ii) any adjustments made pursuant to this Section 14 to Awards that are not considered "deferred compensation" subject to Section 409A of the Code shall be made in such a manner as to ensure that, after such adjustment, the Awards either (A) continue not to be subject to Section 409A of the Code or (B) comply with the requirements of Section 409A of the Code; and (iii) in any event, neither the Committee nor the Board shall have the authority to make any adjustments pursuant to this Section 14 to the extent the existence of such authority would cause an Award that is not intended to be subject to Section 409A of the Code to be subject thereto.

## 15. Effect of Change in Control

(a) **Impact of Event.** Unless otherwise provided by the Committee in the applicable Award Agreement or at any other time prior to the occurrence of a Change in Control, and subject to Section 14, upon a Change in Control, each outstanding Award shall be assumed or an award with equivalent value substituted by the successor corporation or a parent or subsidiary of the successor corporation, with appropriate adjustments as to the number and kind of shares and prices. In the event the successor corporation in a Change in Control refuses to assume or substitute for the Award, notwithstanding any other provision of the Plan to the contrary, immediately upon the occurrence of a Change in Control:

(i) any Options and Stock Appreciation Rights (other than Options and Stock Appreciation Rights that are Performance-Based Awards) outstanding that are not then exercisable and vested shall become fully exercisable and vested;

(ii) the restrictions, including the Restricted Period, which may differ with respect to each grantee, and deferral limitations applicable to any Restricted Stock (other than Restricted Stock that are Performance-Based Awards) shall lapse and such Restricted Stock shall become free of all restrictions and become fully vested and transferable;

(iii) all Restricted Stock Units (other than Restricted Stock Units that are Performance-Based Awards) shall be considered to be earned and payable in full, and any restrictions shall lapse and such Restricted Stock Units shall be settled as promptly as is practicable in the form set forth in the applicable Award Agreement; provided, however, that with respect to any Restricted Stock Unit that constitutes a "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code, the settlement of each such Restricted Stock Unit pursuant to this Section 15(a)(iii) shall not occur until the earliest of (A) the Change in Control if such Change in Control constitutes a "change in the ownership of the corporation," a "change in effective control of the corporation" or a "change in the ownership of a substantial portion of the assets of the corporation," within the meaning of Section 409A(a)(2)(A)(v) of the Code (each, a "409A Change in Control") and (B) the date

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such Restricted Stock Units would otherwise be settled pursuant to the terms of the Award Agreement;

(iv) with respect to Performance-Based Awards, the Committee may in its discretion provide that all incomplete Performance Periods in effect on the date the Change in Control occurs shall end on the date of such Change in Control and, if the Committee exercises such discretion, the Committee shall (A) determine the extent to which Performance Goals with respect to each such Performance Period have been met based upon such audited or unaudited financial information then available as it deems relevant and (B) cause to be paid to each Participant partial or full Awards with respect to Performance Goals for each such Performance Period based upon the Committee's determination of the degree of attainment of Performance Goals; provided, however, that with respect to any Performance-Based Award that constitutes a "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code, the payment of each such Award pursuant to this Section 15(a)(iv) shall not occur until the earliest of (1) the Change in Control if such Change in Control constitutes a 409A Change in Control and (2) the date such Award would otherwise be settled pursuant to the terms of the Award Agreement;

(v) the Committee may in its discretion, and upon at least 10 days' advance notice to the affected persons, cancel any outstanding Awards and pay to the holders thereof, in cash or stock, or any combination thereof, the value of such Awards based upon the price per share of Common Stock received or to be received by other shareholders of the Company in the event; and

(vi) the Committee may also make additional adjustments and/or settlements of outstanding Awards as it deems appropriate and consistent with the Plan's purposes.

The obligations of the Company under the Plan shall be binding upon any successor corporation or organization resulting from the merger, consolidation or other reorganization of the Company, or upon any successor corporation or organization succeeding to substantially all of the assets and business of the Company. The Company agrees that it will make appropriate provisions for the preservation of Participants' rights under the Plan in any agreement or plan that it may enter into or adopt to effect any such merger, consolidation, reorganization or transfer of assets.

## **16. Nonexclusivity of the Plan**

Neither the adoption of this Plan by the Board nor the submission of this Plan to the shareholders of the Company for approval shall be construed as creating any limitations on the power of the Board to adopt such other incentive arrangements as it may deem desirable, including, without limitation, the granting of stock options otherwise than under this Plan, and such arrangements may be either applicable generally or only in specific cases.

## **17. Amendments and Termination**

(a) **Amendment and Termination of the Plan.** The Board may amend, alter, suspend, discontinue or terminate the Plan or any portion thereof at any time; provided that no such amendment, alteration, suspension, discontinuation or termination shall be made without shareholder approval if such approval is necessary and desirable to comply with any tax or regulatory requirement applicable to the Plan; and provided further that any such amendment, alteration, suspension, discontinuance or termination that would impair the rights of any Participant or any holder or beneficiary of any Award theretofore granted shall not to that extent be effective without the consent of the affected Participant, holder or beneficiary, except such an amendment made to comply with applicable law, including, without limitation, Section 409A of the Code, Applicable Exchange rules or accounting rules. In no event may any Option or

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Free-Standing SAR granted under this Plan (i) be amended, other than pursuant to Section 14, to decrease the exercise price thereof, (ii) be cancelled in conjunction with the grant of any new Option or Free-Standing SAR with a lower exercise price or in exchange for cash, or (iii) otherwise be subject to any action that would be treated, for accounting purposes, as a "repricing" of such Option or Free-Standing SAR, unless such amendment, cancellation or action is approved by the Company's shareholders.

(b) **Amendment of Award Agreements.** The Committee may, to the extent consistent with the terms of any applicable Award Agreement, waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, any Award theretofore granted or the associated Award Agreement, prospectively or retroactively; provided that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would impair the rights of any Participant or any holder or beneficiary of any Award theretofore granted shall not to that extent be effective without the consent of the affected Participant, holder or beneficiary.













