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

# FORM 8-K

**CURRENT REPORT**
**PURSUANT TO SECTION 13 OR 15(d) OF THE**
**SECURITIES EXCHANGE ACT OF 1934**
Date of Report (Date of earliest event reported): **December 22, 2020**

# AERSALE CORPORATION

(Exact name of registrant as specified in its charter)

| **Delaware** | **001-38801** | **82-1751907** |
|---|---|---|
| (State or other jurisdiction of incorporation) | (Commission File Number) | (IRS Employer Identification No.) |

**121 Alhambra Plaza, Suite 1700**
**Coral Gables, Florida 33134**
(Address of principal executive offices, including zip code)
Registrant's telephone number, including area code: **(305) 764-3245**

**750 Lexington Avenue, Suite 1501**
**New York, NY 10022**
(Former name or former address, if changed since last report)
**Monocle Holdings Inc.**

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|---|---|---|
| **Common Stock, par value $0.0001 per share** | **ASLE** | **The Nasdaq Stock Market LLC** |
| **Redeemable warrants, each warrant exercisable for one share of Common Stock at an exercise price of $11.50** | **ASLEW** | **The Nasdaq Stock Market LLC** |

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

Emerging growth company. ☒

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

## INTRODUCTORY NOTE

On December 22, 2020, (the "Closing Date"), AerSale Corporation (formerly known as Monocle Holdings Inc.), a Delaware corporation (the "Company"), consummated the previously announced business combination with AerSale Aviation, Inc. (f/k/a AerSale Corp.), a Delaware corporation (" AerSale Aviation"), pursuant to that certain Amended and Restated Agreement and Plan of Merger, dated September 8, 2020 (the " Amended and Restated Merger Agreement"), by and among the Company, AerSale Aviation, Monocle Acquisition Corporation, a Delaware corporation ("Monocle"), Monocle Merger Sub 1 Inc., a Delaware corporation ("Merger Sub 1"), Monocle Merger Sub 2 LLC, a Delaware limited liability company ("Merger Sub 2"), and Leonard Green & Partners, L.P., a Delaware limited partnership, solely in its capacity as the initial Holder Representative (as defined in the Amended and Restated Merger Agreement). The transactions contemplated by the Amended and Restated Merger Agreement are referred to herein as the "Business Combination."

Upon the consummation of the Business Combination: (a) Merger Sub 1 was merged with and into Monocle, with Monocle surviving the merger as a wholly-owned direct subsidiary of the Company (the "First Merger"), and (b) Merger Sub 2 was merged with and into AerSale Aviation, with AerSale Aviation surviving the merger as a wholly-owned indirect subsidiary of the Company (the "Second Merger"). In connection with the closing of the Business Combination (the "Closing"), AerSale Aviation changed its name from "AerSale Corp." to "AerSale Aviation, Inc." and the Company changed its name from "Monocle Holdings Inc." to "AerSale Corporation". Immediately following the Business Combination, the Company contributed all of its ownership in Monocle to AerSale Aviation which will continue as a wholly owned subsidiary of the Company.

In connection with the consummation of the Business Combination and pursuant to the Amended and Restated Merger Agreement, (i) (a) immediately prior to the First Merger each issued and outstanding unit of Monocle, if not already detached, was detached and the holder thereof was deemed to hold one share of Monocle common stock, par value $0.0001 per share ("Monocle Common Stock"), and one warrant to purchase a share of Monocle Common Stock ("Monocle Warrant"), (b) pursuant to the First Merger each issued and outstanding share of Monocle Common Stock was exchanged on a one-for-one basis for a share of common stock of the Company, par value $0.0001 per share ("Company Common Stock"), and (c) pursuant to the First Merger each outstanding Monocle Warrant was converted into and became the right to receive a warrant to purchase Company Common Stock, exercisable for an equal number of shares of Company Common Stock on the existing terms and conditions of such Monocle Warrant ("Company Warrant"), and (ii) pursuant to the Second Merger, the Company directly acquired AerSale Aviation for aggregate consideration of $317,156,260, consisting of approximately $13,050,861 in cash and 30,410,540 shares of Company Common Stock (the "Merger Consideration").

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Under the Amended and Restated Merger Agreement, the holders of AerSale Aviation's preferred stock and common stock (the " AerSale Aviation Stockholders") had the right to elect to receive all of their Merger Consideration in the form of Company Common Stock. Enarey, L.P. and ThoughtValley Limited Partnership (each, an " Electing Holder") both submitted elections to receive all of their Merger Consideration in the form of Company Common Stock. Pursuant to the Amended and Restated Merger Agreement, the cash portion of the Merger Consideration that would have been payable to the Electing Holders was divided pro rata among all AerSale Aviation Stockholders that did not elect to receive all of their Merger Consideration in the form of Company Common Stock. The Electing Holders also received, on a pro rata basis based on the number of shares of AerSale Aviation's common stock held by all Electing Holders, an additional 215,626 shares of Company Common Stock in the aggregate at the Closing.

Holders of AerSale Aviation's common stock and holders of AerSale Aviation's in-the-money stock appreciation rights also received a contingent right to receive up to 3,000,000 additional shares of Company Common Stock in the aggregate (the "Earnout Shares"), with 1,500,000 of such Earnout Shares issuable if the closing sale price per share of Company Common Stock is greater than $13.50 for any period of 20 trading days out of 30 consecutive trading days (the "Minimum Target"), and the remaining 1,500,000 of such Earnout Shares issuable if the closing sale price per share of Company Common Stock is greater than $15.00 for any period of 20 trading days out of 30 consecutive trading days (the "Maximum Target"), in each case on or prior to the fifth anniversary of the Closing. The Electing Holders also received a contingent right to receive up to 646,875 additional shares of Company Common Stock in the aggregate, with 323,438 of such shares issuable at the Minimum Target and the remaining 323,437 of such shares issuable at the Maximum Target, in each case on or prior to the fifth anniversary of the Closing. The Company, Monocle and the AerSale Aviation Stockholders also entered into a letter agreement on December 16, 2020 (the "Letter Agreement"), pursuant to which the Company agreed to increase the amount of additional contingent consideration that the Electing Holders are entitled to receive by 100,000 additional shares of Company Common Stock in the aggregate, with 50,000 of such shares issuable at the Minimum Target and the remaining 50,000 of such shares issuable at the Maximum Target, in each case on or prior to the fifth anniversary of the Closing.

On December 16, 2020, the Company, Monocle, Merger Sub 1, Merger Sub 2, AerSale, and solely in its capacity as the initial Holder Representative, Leonard Green, entered into Amendment No. 1 to the Amended and Restated Agreement and Plan of Merger ("Amendment No. 1 to the Amended and Restated Merger Agreement") to reflect a revised tax withholding procedure with respect to the settlement of AerSale's outstanding stock appreciation right ("SAR") awards, pursuant to which (i) cash payments to the SAR holders were reduced in satisfaction of applicable withholding taxes, and then (ii) to the extent that the reduction of such cash payments were insufficient to satisfy such taxes, the remainder of the withholding taxes were paid by the applicable holders via a "net settlement" procedure whereby the Company will withhold a number of shares of Company Common Stock from each SAR holder that would otherwise be delivered in settlement of such SARs pursuant to the Amended and Restated Merger Agreement with a value equal to any remaining withholding taxes.



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Concurrently with the execution of the Amended and Restated Merger Agreement, the Company, Monocle, Monocle's founders, Monocle Partners, LLC and Cowen Investments II LLC ("Cowen", and together with Monocle Partners, LLC, the "Founders") and AerSale Aviation an entered into an amended and restated founder shares agreement, which was amended by Amendment No. 1 thereto on December 16, 2020 (as amended, the "Amended and Restated Founder Shares Agreement"), pursuant to which the Founders forfeited an aggregate of 3,470,312 shares of Monocle Common Stock at Closing, with 842,188 of their founder shares remaining (the "Remaining Founder Shares"). The Founders also agreed to defer the vesting of an aggregate of 700,000 shares of Monocle Common Stock held by the Founders (the "Unvested Founder Shares"), half of which will vest at such time as the Minimum Target and the other half of which will vest at the Maximum Target. The Unvested Founder Shares will also vest upon the occurrence of a Liquidity Event (as defined in the Amended and Restated Founder Shares Agreement) on or prior to the fifth anniversary of the date of the Amended and Restated Founder Shares Agreement, solely to the extent the Liquidity Event Consideration (as defined in the Amended and Restated Founder Shares Agreement) is greater than $13.50, in which case half of the Unvested Founder Shares which will vest, or $15.00, in which case the other half of the Unvested Founder Shares will also vest. Pursuant to the Amended and Restated Founder Shares Agreement, the holders of the Unvested Founder Shares have retained the right to vote such Unvested Founder Shares prior to vesting. Unvested Founder Shares that have not vested on or prior to the fifth anniversary of the Closing Date will be forfeited.

In connection with the Amended and Restated Merger Agreement, immediately prior to the Closing, the Company consummated private placement transactions (the "Private Placements") pursuant to subscription agreements (the "Subscription Agreements"), each dated December 16, 2020, with certain investors (the "Investors"), pursuant to which the Company issued and sold an aggregate of 7,612,500 shares of Company Common Stock for a total purchase price of $60.5 million. The Company and Monocle also entered into an issuance agreement with certain of its advisors (the "Advisors") on December 16, 2020 (the "Issuance Agreement") pursuant to which the Advisors agreed to waive certain fees owed by Monocle in connection with the Business Combination with an aggregate value of $3,624,377, in exchange for an aggregate number of shares of Company Common Stock equal to 362,437.

This Current Report on Form 8-K is being filed by AerSale Corporation (formerly named Monocle Holdings Inc.) as the initial report of AerSale Corporation to the Securities and Exchange Commission (the "SEC") and as notice that AerSale Corporation is the successor issuer to Monocle Acquisition Corporation under Rule 12g-3 under the Securities Exchange Act of 1934 (the "Exchange Act"). As a result, the shares of AerSale Corporation's Inc.'s common stock, par value $0.0001 per share, are registered under Section 12(b) of the Exchange Act. AerSale Corporation is thereby subject to the informational requirements of the Exchange Act, and the rules and regulations promulgated thereunder, and in accordance therewith will file reports and other information with the SEC using SEC file number (001-38801).

The foregoing description of the Business Combination does not purport to be complete and is qualified in its entirety by the full text of the Amended and Restated Merger Agreement, Amendment No. 1 to the Amended and Restated Merger Agreement, the Letter Agreement, the Amended and Restated Founder Shares Agreement, Amendment No. 1 to the Amended and Restated Founder Shares Agreement, the form of Subscription Agreement and the form of Issuance Agreement, which are attached hereto as Exhibits 2.3, 2.4, 10.1, 10.3, 10.4, 10.5 and 10.6, respectively, and are incorporated herein by reference.

Unless the context otherwise requires, "we," "us," "our" and the "Company" refer to AerSale Corporation and its subsidiaries.

**Item 1.01 Entry into a Material Definitive Agreement.**

***Amended and Restated Registration Rights Agreement***

On the Closing Date, pursuant to the Amended and Restated Merger Agreement, the Company, Monocle, the Founders, the AerSale Aviation Stockholders and certain directors of Monocle (together with the Founders and the AerSale Aviation Stockholders, the "Holders"), entered into an amended and restated registration rights agreement (the "Amended and Restated Registration Rights Agreement") that amended and restated that certain Registration Rights Agreement, dated February 6, 2019 by and among Monocle, the Founders and certain directors of Monocle.

Under the Amended and Restated Registration Rights Agreement, the Founders, certain directors of Monocle and the AerSale Aviation Stockholders are granted certain demand, shelf and piggyback registration rights with respect to the resale of certain securities including, among others, (i) shares of Company Common Stock held by the Founders, (ii) any outstanding shares of Company Common Stock or any other equity security (including the shares of Company Common Stock issued or issuable upon the exercise of any other equity security of the Company) received pursuant to the Amended and Restated Merger Agreement or held as of the date of the Amended and Restated Registration Rights Agreement and (iii) any shares of Company Common Stock or Earnout Shares received after the date of the Amended and Restated Registration Rights Agreement (the "Registrable Securities").

The Amended and Restated Registration Rights Agreement provides the AerSale Aviation Stockholders the right to request one demand registration during the initial 180-day period following expiration of the period commencing from the Closing and ending on the AerSale Lock-Up Period (as defined below). After such time, Cowen, Holders of at least 50% of the Registrable Securities then-outstanding and held by the AerSale Aviation Stockholders, or Holders of at least 50% of the Registrable Securities then-outstanding and not held by the AerSale Aviation Stockholders or Cowen, may require AerSale to effect one (1) demand registration in any three month period thereafter.

In addition, the Amended and Restated Registration Rights Agreement grants each of parties unlimited piggyback registration rights with respect to registration statements filed subsequent to the Closing Date, provided the shares held by the such party are not subject to a lock-up period. Subject to customary exceptions, the Company is responsible for all registration expenses in connection with any demand, shelf or piggyback registration by any of the Holders, and the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as underwriters' commissions and discounts, brokerage fees, underwriter marketing costs and all reasonable fees and expenses of any legal counsel representing the Holders.

The Company has granted the Holders customary indemnification rights in connection with the Amended and Restated Registration Rights Agreement. Holders have also granted the Company customary indemnification rights in connection with the Amended and Restated Registration Rights Agreement.

The foregoing description of the Amended and Restated Registration Rights Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Amended and Restated Registration Rights Agreement, which is attached hereto as Exhibit 10.7 and is incorporated herein by reference.



***Lock-Up Agreement***

On the Closing Date, pursuant to the Amended and Restated Merger Agreement, each of the AerSale Aviation Stockholders entered into a lock-up agreement with the Company (the "Lock-Up Agreement"). Under the Lock-Up Agreement, each AerSale Aviation Stockholder agrees not to, during the period commencing on the Closing Date and ending on the earliest of: (a) the 180th day after the Closing Date, (b) the expiration of the lock-up period previously agreed to by the Sponsor and certain other parties and (c) the date following such Closing Date on which the Company completes a liquidation, merger, stock exchange, reorganization or other similar transaction that results in all of the stockholders of the Company having the right to exchange their shares of Company Common Stock for cash, securities or other property (the "AerSale Lock-Up Period"): (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, with respect to (A) the shares of Company Common Stock received pursuant to the Amended and Restated Merger Agreement, (B) Earnout Shares, to the extent any are received after the Closing Date, (C) any outstanding share of Company Common Stock or any other equity security (including the shares of Company Common Stock issued or issuable upon the exercise of any other equity security of the Company) received by any of the AerSale Aviation Stockholders in connection with the Business Combination; and (D) any other equity security of the Company issued or issuable with respect to any such share of Company Common Stock by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or reorganization (such shares, collectively, the "Lock-Up Shares"), (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any of the Lock-Up Shares, in cash or otherwise, or (iii) publicly announce any intention to effect any transaction specified in clause (i) or (ii) above.

The AerSale Aviation Stockholders may sell or otherwise transfer Lock-up Shares during each such AerSale Aviation Stockholder's lifetime or on death (or, if such AerSale Aviation Stockholder is not a natural person, during its existence) to certain family members or family trusts (or its direct or indirect equity holders or affiliates if such AerSale Aviation Stockholder is not a natural person).

The foregoing description of the Lock-Up Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Lock-Up Agreement, which is attached hereto as Exhibit 10.8 and is incorporated herein by reference.

***Assignment and Assumption Agreement***

On the Closing Date, the Company, Monocle and Continental Stock Transfer & Trust Company ("Continental") entered into an assignment and assumption agreement (the "Assignment and Assumption Agreement") pursuant to which the Company agreed (i) to accept and assume all of Monocle's rights, interests and obligations in under that certain Warrant Agreement, by and between Monocle and Continental, dated as of February 6, 2019 (the "Warrant Agreement"), (ii) to convert each outstanding Monocle Warrant outstanding and unexercised immediately prior to the Closing into the right to receive a Company Warrant, and (iii) to issue a new instrument for each such Monocle Warrant reflecting this adjustment in terms.



Following the Business Combination and the entry into the Assignment and Assumption Agreement, each Monocle Warrant was converted into and became the right to receive a Company Warrant. The Company Warrants are exercisable for one share of Company Common Stock in accordance with the terms of the agreement governing such warrants.

The foregoing description of the Assignment and Assumption Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Assignment and Assumption Agreement, which is attached hereto as Exhibit 10.9 and is incorporated herein by reference.

**Item 2.01 Completion of Acquisition or Disposition of Assets.**

The disclosure set forth in the "*Introductory Note*" above is incorporated into this Item 2.01 by reference. On December 21, 2020, Monocle held a special meeting at which the Monocle stockholders considered and approved, among other matters, the Business Combination (the "Special Meeting"). On December 22, 2020, the parties consummated the Business Combination.

In connection with the Special Meeting, no shares of Monocle Common Stock sold in its initial public offering were redeemed. Prior to the consummation of the Business Combination, in connection with the special meeting of stockholders of Monocle held on November 6, 2020, 16,153,589 shares of Monocle Common Stock sold in its initial public offering were redeemed at a per share price of approximately $10.265.

As of the date of the Closing and following the completion of the Business Combination, the Company had the following outstanding securities:

· 41,046,216 shares of Company Common Stock; and

· 18,000,000 Company Warrants, each exercisable for one share of Company Common Stock at a price of $11.50 per share.

The issuance of the Company Common Stock pursuant to the Business Combination was registered under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to Monocle Holding Inc.'s registration statement on Form S-4, as amended (File No. 333-235766) (the "Registration Statement") filed with the SEC and declared effective on October 16, 2020. The definitive proxy statement/prospectus dated December 17, 2020 that forms a part of the Registration Statement contains additional information about the Business Combination. In connection with the Business Combination, Monocle Holdings Inc. changed its legal name to AerSale Corporation. Pursuant to Rule 12g-3(a) under the Exchange Act, the Company has become a successor registrant to Monocle Acquisition Corporation under the Exchange Act and the Company Common Stock is deemed to be registered under Section 12(b) of the Exchange Act. The Company Common Stock has been approved for listing on the Nasdaq Capital Market ("Nasdaq") and began trading under the symbol "ASLE" on December 23, 2020.

**FORM 10 INFORMATION**

Item 2.01(f) of Form 8-K states that, if the predecessor registrant was a shell company, as Monocle was immediately before the Business Combination, then the registrant must disclose the information that would be required if the registrant were filing a general form for registration of securities on Form 10. Accordingly, the Company, as the successor issuer to Monocle, is providing the information below that would be included in a Form 10 if the Company were to file a Form 10. Please note that the information provided below relates to the combined company after the consummation of the Business Combination, unless otherwise specifically indicated or the context otherwise requires.



***Forward-Looking Statements***

This Form 8-K contains forward-looking statements. Forward-looking statements include statements about the Company's expectations, beliefs, plans, objectives, intentions, assumptions and other statements that are not historical facts. Forward-looking statements in this Form 8-K include, but are not limited to, statements about:

· the benefits of the Business Combination;

· the future financial performance of the Company and its subsidiaries, including AerSale Aviation, following the Business Combination;

· the impact of the COVID-19 pandemic on the Company;

· changes in the market for AerSale Aviation's services ;

· expansion plans and opportunities;

· the Company's ability to raise financing in the future;

· the Company ability to maintain the listing of Company Common Stock on Nasdaq following the Business Combination;

· other factors detailed under the section titled "*Risk Factors*" of the Company's Prospectus, dated October 16, 2020, as amended by Prospectus Supplement No. 1, dated October 19, 2020, Prospectus Supplement No. 2, dated December 1, 2020, Prospectus Supplement No. 3, dated December 11, 2020, and Prospectus Supplement No. 4, dated December 17, 2020 (as amended, the "Prospectus"), and incorporated herein by reference; and

· other statements preceded by, followed by or that include the words "may," "can," "should," "will," "estimate," "plan," "project," "forecast," "intend," "expect," "anticipate," "believe," "seek," "target" or similar expressions.

Forward-looking statements are based on information available as of the date of this Form 8-K, and current expectations, forecasts and assumptions, and involve a number of risks and uncertainties. Accordingly, forward-looking statements should not be relied upon as representing our views as of any subsequent date, and we do not undertake any obligation to update forward-looking statements to reflect events or circumstances after the date they were made, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws.

In addition, statements that the Company "believes" and similar statements reflect its beliefs and opinions on the relevant subject. These statements are based upon information available as of the date of this Form 8-K, and while the Company believes such information forms a reasonable basis for such statements, such information may be limited or incomplete, and these statements should not be read to indicate that the Company has conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements.



You should not place undue reliance on these forward-looking statements. As a result of a number of known and unknown risks and uncertainties, the Company's actual results or performance may be materially different from those expressed or implied by these forward-looking statements.

***Business***

The business of the Company is described in the Prospectus in the section titled "*Information About AerSale*" and that information is incorporated herein by reference.

***Risk Factors***

The risks associated with the Company's business are described in the Prospectus in the section titled "*Risk Factors*" and are incorporated herein by reference.

***Financial Information***

The information set forth in Item 9.01 of this Form 8-K concerning the financial information of the Company is incorporated herein by reference. The information set forth in the Prospectus in the sections titled "*Selected Historical Financial Information of Monocle,*" "*Selected Historical Consolidated Financial Information of AerSale,*" "*Selected Unaudited Pro Forma Condensed Combined Financial Information,*" "*Monocle Management's Discussion and Analysis of Financial Condition and Results of Operations*" and "*AerSale Management's Discussion and Analysis of Financial Condition and Results of Operations*" is incorporated herein by reference.

***Unaudited Pro Forma Condensed Financial Information***

The information set forth in Exhibit 99.4 to this Form 8-K is incorporated herein by reference.

***Management's Discussion and Analysis of Financial Condition and Operations***

The information set forth in the Prospectus in the sections entitled "*Monocle Management's Discussion and Analysis of Financial Condition and Results of Operations*" is incorporated herein by reference.

***Properties***

The properties of the Company are described in the Prospectus in the section titled "*Information about AerSale — Facilities*," which is incorporated herein by reference.

***Security Ownership of Certain Beneficial Owners and Management***

The following table sets forth information regarding the beneficial ownership of the Company Common Stock as of the Closing by:



- each person known by the Company to be the beneficial owner of more than 5% of the Company Common Stock upon the Closing;
- each of the Company's officers and directors; and
- all executive officers and directors of the Company as a group upon the Closing.

Beneficial ownership is determined according to the rules of the SEC, which generally provide that a person has beneficial ownership of a security if he, she or it possesses sole or shared voting or investment power over that security, including options and warrants that are currently exercisable or exercisable within 60 days.

The beneficial ownership percentages set forth in the table below are generally based on 41,046,216 shares of Company Common Stock issued and outstanding as of December 22, 2020. To calculate a stockholder's percentage of beneficial ownership of Company Common Stock, we must include in the numerator and denominator those shares of Company Common Stock underlying Company Warrants that such stockholder is considered to beneficially own. Shares of Company Common Stock underlying warrants held by other stockholders, however, are disregarded in this calculation. Therefore, the denominator used in calculating beneficial ownership of each of the stockholders may be different.

The following table gives effect to the shares of Company Common Stock issuable within 60 days of December 22, 2020, upon the exercise of all Company Warrants held by the indicated stockholders. Unless otherwise indicated, the persons named in the table have sole voting and sole investment control with respect to all shares beneficially owned. Unless otherwise indicated, the Company believes that all persons named in the table have sole voting and investment power with respect to all shares of Company Common Stock beneficially owned by them.



| | Beneficial Ownership | |
|---|---|---|
| **Name and Address of Beneficial Owner[1]** | **Number of Shares** | **Percentage** |
| **Directors and Officers** | | |
| Nicolas Finazzo | 2,022,140[2] | 4.93% |
| Robert B. Nichols | 2,022,140[3] | 4.93% |
| Martin Garmendia | 4,730 | * |
| Basil Barimo | 32,372 | * |
| Craig Wright | 24,493 | * |
| Iso Nezaj | 24,200 | * |
| Gary Jones | - | * |
| Eric J. Zahler | 1,992,219[4],[5] | 4.78% |
| Sai S. Devabhaktuni | 1,992,219[4],[5] | 4.78% |
| Richard J. Townsend | 1,992,219[4],[5] | 4.78% |
| C. Robert Kehler | 15,000 | * |
| Jonathan Seiffer | 26,050,506[6] | 63.47% |
| Peter Nolan | -[7] | * |
| Michael Kirton | 26,050,506[6] | 63.47% |
| **All Directors and Officers as a Group (14 individuals)** | | |
| | | |
| **Greater than 5% Stockholders** | 33,187,800 | 77.24% |
| Green Equity Investors V, L.P., Green Equity Investors Side V, L.P. and LGP Parts Coinvest LLC | 26,050,506[6] | 63.47% |

| George P. Bauer Revocable Trust, dated 7/20/1990 | 4,022,529(8) | 9.8% |
|---|---|---|

* Less than 1%.

1 Unless otherwise noted, the business address of each of the following individuals is 121 Alhambra Plaza, Suite 1700, Coral Gables, Florida 33134.

2 Represents shares of Company Common Stock held by Enarey, L.P. Nicolas Finazzo is the sole member and manager of Enarey, LLC, the sole general partner of Enarey, L.P. Accordingly, all of the shares held by Enarey, L.P. may be deemed to be beneficially held by Mr. Finazzo. Mr. Finazzo disclaims beneficial ownership of such securities.

3 Represents shares of Company Common Stock held by ThoughtValley L.P. Robert B. Nichols is the sole member and manager of ThoughtValley, LLC, the sole general partner of ThoughtValley L.P. Accordingly, all of the shares held by ThoughtValley L.P. may be deemed to be beneficially held by Mr. Nichols. Mr. Nichols disclaims beneficial ownership of such securities.

4 Represents shares of Company Common Stock held by Monocle's sponsor, Monocle Partners, LLC (the "Sponsor"). Eric J. Zahler, Sai S. Devabhaktuni, and Richard J. Townsend are managers of the Sponsor. Accordingly, all of the shares held by the Sponsor may be deemed to be beneficially held by Messrs. Zahler, Devabhaktuni, and Townsend. Each of Messrs. Zahler, Devabhaktuni, and Townsend disclaims beneficial ownership of such securities. The address for Monocle Partners, LLC is 750 Lexington Avenue, Suite 1501, New York, New York 10022.

5 The interests shown consist of 1,368,385 shares of Company Common Stock (including 656,250 shares subject to vesting pursuant to the Amended and Restated Founder Shares Agreement, under which the Sponsor retained the right to vote prior to vesting) and 623,834 shares of Company Common Stock issuable upon the exercise of 623,834 Company Warrants held by the Sponsor with an exercise price of $11.50 per share. The Company Warrants are exercisable within 60 days.

6 Represents shares of Company Common Stock held by Green Equity Investors V, L.P. and Green Equity Investors Side V, L.P. (collectively, the " Green Funds") and LGP Parts Coinvest LLC ("Parts Coinvest"). Voting and investment power with respect to the shares held by the Green Funds and Parts Coinvest is shared. Voting and investment power may also be deemed to be shared with certain affiliated entities and investors of such persons. Messrs. Seiffer and Kirton may be deemed to share voting and investment power with respect to such shares due to their positions or relationships with affiliates of the Green Funds, and each disclaims beneficial ownership of such shares except to the extent of his pecuniary interest therein. Each of the foregoing entities' and individuals' address is c/o Leonard Green & Partners, L.P., 11111 Santa Monica Boulevard, Suite 2000, Los Angeles, California 90025.



7 The address for Mr. Nolan is c/o Nolan Capital, Inc., 58 11th Street, Hermosa Beach, CA 90254.

8 The interests shown consist of 2,125,000 shares of Company Common Stock and 1,897,529 shares of Company Common Stock issuable upon the exercise of 2,103,690 Company Warrants held by the George P. Bauer Revocable Trust, dated 7/20/1990 (the " Bauer Trust"), with an exercise price of $11.50 per share. The Company Warrants are exercisable within 60 days. The Bauer Trust is the holder of a total of 3,800,000 Company Warrants, but has exercised a provision under the Warrant Agreement pursuant to which the Bauer Trust does not have the right to exercise any Company Warrants held by it to the extent that after giving effect to such exercise it would beneficially own more than 9.8% of the shares of Common Stock outstanding immediately after giving effect to such exercise. The address for the George P. Bauer Revocable Trust, dated 7/20/1990 is 499 Silvermine Rd, New Canaan, Ct 06840.

***Directors and Executive Officers***

The Company's directors and executive officers after the Closing are described in the Prospectus in the section titled "*Management After the Business Combination*," and that information is incorporated herein by reference.

***Director Independence***

Nasdaq listing standards require that a majority of the Company's board of directors (the "Board") be independent. An "independent director" is defined generally as a person other than an officer or employee of the Company or its subsidiaries or any other individual having a relationship that, in the opinion of the Board, would interfere with the director's exercise of independent judgment in carrying out the responsibilities of a director. The Board has affirmatively determined that Messrs. Zahler, Devabhaktuni, Townsend, Seiffer, Kirton and Nolan, and Gen. Kehler, representing seven of the Company's nine directors, qualify as independent directors in accordance with the Nasdaq listing rules.

***Committees of the Board of Directors***

Upon the consummation of the Business Combination, the Company established three committees of the Board and adopted charters for such committees: Audit Committee, Compensation Committee and Nominating and Corporate Governance Committee. Messrs. Townsend, Kirton, and Devabhaktuni were appointed to serve on the Company's Audit Committee, with Mr. Townsend serving as the chair and qualifying as an audit committee financial expert, as such term is defined in Item 407(d)(5) of Regulation S-K. Messrs. Seiffer and Zahler, and Gen. Kehler were appointed to serve on the Company's Compensation Committee, with Mr. Seiffer serving as the chair. Messrs. Seiffer, Nolan, and Devabhaktuni were appointed to serve on the Company's Nominating and Corporate Governance Committee, with Mr. Seiffer serving as the chair. Each of the committee charters are available on the Company's website at www.aersale.com.

***Code of Business Conduct and Ethics***

Upon consummation of the Business Combination, the Company adopted a Code of Business Conduct and Ethics that applies to all the Company's directors, officers and employees. The Code of Business Conduct and Ethics covers areas such as conflicts of interest, insider trading and compliance with laws and regulations. The Code of Business Conduct and Ethics is available on the Company's website at www.aersale.com.



***Executive Compensation***

The executive compensation of the Company's executive officers is described in the Prospectus in the section titled "*Executive Compensation — AerSale*" and that information is incorporated herein by reference.

At the Special Meeting, the Monocle stockholders approved the 2020 Equity Incentive Plan (the "Incentive Plan"). The description of the Incentive Plan is set forth in the Prospectus in the section entitled "*The Incentive Plan Proposal*" and is incorporated herein by reference. A copy of the full text of the Incentive Plan is filed as Exhibit 10.14 to this Form 8-K and is incorporated herein by reference. Following the consummation of the Business Combination, the Company expects that the Board or the Compensation Committee will make grants of awards under the Incentive Plan to eligible participants.

At the Special Meeting, the Monocle stockholders also approved the 2020 Employee Stock Purchase Plan (the "Employee Purchase Plan"). The description of the Employee Purchase Plan is set forth in the Prospectus in the section entitled "*The Employee Purchase Plan Proposal*" and is incorporated herein by reference. A copy of the full text of the Employee Purchase Plan is filed as Exhibit 10.15 to this Form 8-K and is incorporated herein by reference. Following the consummation of the Business Combination, the Company expects that the Board or the Compensation Committee will make grants of rights to purchase shares under the Employee Purchase Plan to eligible participants.

***Certain Relationships and Related Transactions***

Certain relationships and related party transactions of the Company are described in the Prospectus in the section titled "*Certain Relationships and Related Person Transactions*" and that information is incorporated herein by reference.

***Legal Proceedings***

The information regarding legal proceedings described in the Prospectus in the section titled "*Information about AerSale — Legal Proceedings*" and that information is incorporated herein by reference.

***Market Price of and Dividends on the Registrant's Common Equity and Related Stockholder Matters***

The Company's Common Stock began trading on Nasdaq under the symbol "ASLE" and its warrants began trading on the Nasdaq under the symbol "ASLEW" on December 23, 2020, subject to ongoing review of the Company's satisfaction of all listing criteria post-Business Combination. The Company has not paid any cash dividends on its Common Stock to date and does not intend to pay any cash dividends in the foreseeable future.



Information regarding the Company's Common Stock, the Company Warrants and related stockholder matters are described in the Prospectus in the section titled "*Price Range and Dividends*" and such information is incorporated herein by reference.

***Recent Sales of Unregistered Securities***

The description of the stock consideration set forth in the "*Introductory Note*" above, the disclosure in Item 1.01 of this Form 8-K under the headings "*Amended and Restated Registration Rights Agreement*" and "*Lock-Up Agreement*" and the disclosure in Item 3.02 of this Form 8-K are incorporated herein by reference.

The issuances of the shares of Company Common Stock issued to the AerSale Aviation Stockholders as stock consideration and to the Investors in the Private Placements were not registered under the Securities Act, in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder as a transaction by an issuer not involving a public offering without any form of general solicitation or general advertising.

***Description of the Company's Securities***

The description of the Company's securities is contained in the Prospectus in the section titled "*Description of NewCo Securities*" and is incorporated herein by reference.

***Indemnification of Directors and Officers***

The description of the indemnification provisions of the Company's Amended and Restated Certificate of Incorporation is contained in the Prospectus in the section titled "*Description of NewCo Securities — Limitations of Liability and Indemnification*", and is incorporated herein by reference.

***Financial Statements and Supplementary Data***

The information set forth under Item 9.01 of this Form 8-K concerning the financial statements and supplementary data of the Company and its subsidiaries is incorporated herein by reference.

***Changes in and Disagreements with Accountants on Accounting and Financial Disclosure***

Not applicable.

***Financial Statements and Exhibits***

The information set forth under Item 9.01 of this Form 8-K concerning the financial information of the Company and its subsidiaries is incorporated herein by reference.



**Item 3.02 Unregistered Sales of Equity Securities.**

***Merger Consideration***

In connection with the Business Combination, at the Closing on December 22, 2020, the Company issued 30,382,679 shares of Company Common Stock to the AerSale Aviation Stockholders as a portion of the Merger Consideration. The description of the stock consideration set forth in the "*Introductory Note*" above and the disclosure in Item 1.01 of this Form 8-K under the headings "*Amended and Restated Registration Rights Agreement*" and "*Lock-Up Agreement*" are incorporated herein by reference.

***Private Placements***

In connection with the Business Combination, at the Closing on December 22, 2020, the Company issued 7,612,500 shares of Company Common Stock to the Investors in the Private Placements. The description of the Private Placements set forth in the "*Introductory Note*" above is incorporated into this Item 2.01 by reference.

The shares issued to the Investors in the Private Placements were issued pursuant to and in accordance with an exemption from registration under the Securities Act, under Section 4(a)(2) and/or Regulation D promulgated under the Securities Act. Each recipient represented that it was an a "accredited investor" (within the meaning of Rule 501(a)(5) or (6) under the Securities Act) and its intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution, and appropriate restrictive legends were affixed to the certificates representing the securities. The recipients also had adequate access to information about the Company.

**Item 3.03 Material Modifications to Rights of Security Holders.**

As disclosed below in Item 8.01, in accordance with Rule 12g-3(a) under the Exchange Act, the Company is the successor issuer to Monocle and has succeeded to the attributes of Monocle as the registrant. In addition, the shares of Company Common Stock, as the successor to the Monocle Common Stock, are deemed to be registered under Section 12(b) of the Exchange Act.

Upon the Closing of the Business Combination, the holders of the Company Common Stock will be subject to the Company's Amended and Restated Certificate of Incorporation, dated October 13, 2020 (the "Company Charter"), as amended by the Certificate of Amendment, dated December 22, 2020 (the "Certificate of Amendment") and the Company's Amended and Restated Bylaws, dated October 13, 2020, as amended by Amendment No. 1 to the Amended and Restated Bylaws, dated December 22, 2020 (as amended, the "Company Bylaws"). The information set forth in the Prospectus in the section titled "*Description of NewCo Securities*" and "*Comparison of Stockholder Rights*" is incorporated herein by reference.

The foregoing description of the Company Charter, the Certificate of Amendment and the Company Bylaws does not purport to be complete and is qualified in its entirety by the terms of the Company Charter and the Company Bylaws, which are attached hereto as Exhibits 3.1, 3.2, 3.3 and 3.4, respectively, and are incorporated herein by reference.



The information in the section entitled "*Assignment and Assumption Agreement*" in Item 1.01 in this Form 8-K is incorporated herein by reference.

**Item 4.01. Change in Registrant's Certifying Accountant.**

On December 22, 2020, the Audit Committee of the Board approved the engagement of Grant Thornton LLP ("Grant Thornton") as the Company's independent registered public accounting firm to audit the Company's consolidated financial statements for the year ended December 31, 2020. Grant Thornton served as independent registered public accounting firm of AerSale Aviation prior to the Business Combination. Accordingly, WithumSmith+Brown, PC (" Withum"), Monocle's independent registered public accounting firm prior to the Business Combination, was informed that it would be replaced by Grant Thornton as the Company's independent registered public accounting firm.

For the period from August 20, 2018 (inception) to December 31, 2019, and the subsequent interim period through December 22, 2020, there were no disagreements between Monocle and Withum on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure, which disagreements, if not resolved to the satisfaction of Withum, would have caused it to make reference to the subject matter of the disagreements in its report on Monocle's financial statements for such period.

For the period from August 20, 2018 (inception) to December 31, 2019 and the subsequent interim period through December 22, 2020, there were no "reportable events" (as defined in Item 304(a)(1)(v) of Regulation S-K under the Exchange Act).

The Company has provided Withum with a copy of the foregoing disclosures and has requested that Withum furnish the Company with a letter addressed to the SEC stating whether it agrees with the statements made by the Company set forth above. A copy of Withum's letter, dated December 22, 2020, is filed as Exhibit 16.1 to this Form 8-K.

For the period from August 20, 2018 (inception) to December 31, 2019 and the subsequent interim period through December 22, 2020, Monocle and the Company did not consult with Grant Thornton regarding any of the matters or events set forth in Item 304(a)(2)(i) and (ii) of Regulation S-K.

**Item 5.01 Changes in Control of Registrant.**

The information set forth in the Prospectus in the section titled "*The Business Combination Proposal*" and "*The Amended and Restated Merger Agreement*" and the information set forth under "Introductory Note" and Item 2.01 in this Form 8-K is incorporated herein by reference.



Immediately after giving effect to the First Merger, the Second Merger and the Private Placements, there were 41,046,216 shares of Company Common Stock issued and outstanding, and warrants to purchase an aggregate of 18,000,000 shares of Company Common Stock at $11.50 per share. The former stockholders of Monocle hold approximately 6.55% of the outstanding shares of Company Common Stock, the former AerSale Aviation Stockholders and SAR holders hold approximately 76.46% of the outstanding shares of Company Common Stock (inclusive of shares purchased by certain former AerSale Aviation Stockholders in the Private Placement) and the Investors in the Private Placements hold approximately 18.55% of the outstanding shares of Company Common Stock.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

***Appointment of Directors and Officers***

The following persons are serving as executive officers and directors of the Company following the Closing. For biographical information concerning the executive officers and directors, see the disclosure in the Prospectus in the sections titled "*Information about Monocle,*" "*Information about AerSale,*" and "*NewCo Management After the Business Combination*", in each case which are incorporated herein by reference. Following the Closing, the officers and directors of the Company consist of the following:

| Name | Age | Position |
|---|---|---|
| Nicolas Finazzo | 64 | Chairman, Chief Executive Officer, Division President, TechOps and Director |
| Robert B. Nichols | 64 | Vice Chairman, Division President, Asset Management Solutions and Director |
| Martin Garmendia | 46 | Chief Financial Officer, Treasurer and Secretary |
| Basil Barimo | 55 | Division President, MRO Services |
| Craig Wright | 53 | Division President, Aircraft & Engine Management |
| Gary Jones | 57 | Division President, Airframe & Engine Materials |
| Iso Nezaj | 65 | Division President, Engineered Solutions and Chief Technical Officer |
| Jonathan Seiffer | 49 | Director |
| Eric J. Zahler | 70 | Director |
| Sai S. Devabhaktuni | 49 | Director |
| Richard J. Townsend | 70 | Director |

| | | |
|---|---|---|
| General C. Robert Kehler | 68 | Director |
| Peter Nolan | 62 | Director |
| Michael Kirton | 38 | Director |



***Adoption of 2020 Equity Incentive Plan***

At the Special Meeting, the Monocle stockholders considered and approved the Incentive Plan. Subject to adjustment, the maximum number of shares of Company Common Stock to be authorized for issuance under the Incentive Plan during a single fiscal year is 4,200,000 shares. The Incentive Plan was adopted by the Board after receiving stockholder approval. The Incentive Plan became effective immediately upon the Closing of the Business Combination.

A more complete summary of the terms of the Incentive Plan is set forth in the Prospectus. That summary and the foregoing description is qualified in its entirety by reference to the text of the Incentive Plan, which is filed as Exhibit 10.14 hereto and incorporated herein by reference.

***Adoption of Employee Purchase Plan***

At the Special Meeting, the Monocle stockholders considered and approved the Employee Purchase Plan. A total of 500,000 shares of Company Common Stock are initially reserved for issuance under the Employee Purchase Plan. The Employee Purchase Plan was adopted by the Board after receiving stockholder approval. The Employee Purchase Plan became effective immediately upon the Closing of the Business Combination.

A more complete summary of the terms of the Employee Purchase Plan is set forth in the Prospectus. That summary and the foregoing description is qualified in its entirety by reference to the text of the Employee Purchase Plan, which is filed as Exhibit 10.15 hereto and incorporated herein by reference.

**Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

On December 22, 2020, the Company filed the Certificate of Amendment and Amendment No. 1 to the Amended and Restated Bylaws, in each case solely to effect a change in the name of the Company from “Monocle Holdings Inc.” to “AerSale Corporation”. Copies of the Certificate of Amendment and Amendment No. 1 to the Amended and Restated Bylaws are attached hereto as Exhibit 3.2 and Exhibit 3.5, respectively, and incorporated herein by reference.

**Item 5.06 Change in Shell Company Status.**

As a result of the Business Combination, the Company ceased being a shell company. The information set forth in the Prospectus in the section titled “*The Business Combination Proposal*” and the information contained in Item 2.01 to this Form 8-K is incorporated herein by reference.

**Item 8.01. Other Events.**

By operation of Rule 12g-3(a) under the Exchange Act, the Company is the successor issuer to Monocle and has succeeded to the attributes of Monocle as the registrant, including Monocle’s SEC file number (001-38801) and CIK Code (0001754170).

On December 22, 2020, the Company issued a press release announcing the consummation of the Business Combination. A copy of the press release is attached to this Current Report on Form 8-K as Exhibit 99.1 and is incorporated herein by reference.



**Item 9.01 Financial Statements and Exhibits.**

(a)-(b) Financial Statements.

Information responsive to Item 9.01(a) and (b) of Form 8-K are filed as Exhibits 99.2, 99.3 and 99.4 hereto and are incorporated herein by reference.

(d) Exhibits

| Exhibit No. | Document |
|---|---|
| 2.1 | Agreement and Plan of Merger, dated December 8, 2019, by and among Monocle Acquisition Corporation, Monocle Holdings Inc., AerSale Corp., Monocle Merger Sub 1 Inc., Monocle Merger Sub 2 LLC, and Leonard Green & Partners, L.P., in its capacity as the Holder Representative (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by Monocle Acquisition Corporation on December 9, 2019). |
| 2.2 | Amendment No. 1 to the Agreement and Plan of Merger, dated August 13, 2020, by and among Monocle Acquisition Corporation, Monocle Holdings Inc., AerSale Corp., Monocle Merger Sub 1 Inc., Monocle Merger Sub 2 LLC, and Leonard Green & Partners, L.P., in its capacity as the Holder Representative (incorporated by reference to Exhibit 2.1 to the Form 10-Q filed by Monocle Acquisition Corporation on August 14, 2020). |
| 2.3 | Amended and Restated Agreement and Plan of Merger, dated September 8, 2020, by and among Monocle Acquisition Corporation, Monocle Holdings Inc., AerSale Corp., Monocle Merger Sub 1 Inc., Monocle Merger Sub 2 LLC, and Leonard Green & Partners, L.P., in its capacity as the Holder Representative (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by Monocle Acquisition Corporation on September 8, 2020). |
| 2.4 | Amendment No. 1 to the Amended and Restated Agreement and Plan of Merger, dated December 16, 2020, by and among Monocle Acquisition Corporation, Monocle Holdings Inc., AerSale Corp., Monocle Merger Sub 1 Inc., Monocle Merger Sub 2 LLC, and Leonard Green & Partners, L.P., in its capacity as the Holder Representative (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed by Monocle Acquisition Corporation on December 17, 2020). |
| 3.1 | Amended and Restated Certificate of Incorporation of Monocle Holdings Inc., dated October 13, 2020 (incorporated by reference to Exhibit 3.1 to the Registration Statement on Form S-4 filed by Monocle Holdings Inc. on October 14, 2020). |
| 3.2 | Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Monocle Holdings Inc., dated December 22, 2020. |

| Exhibit No. | Document |
|---|---|
| 3.3 | Amended and Restated Bylaws of Monocle Holdings Inc., dated October 13, 2020 (incorporated by reference to Exhibit 3.2 to the Registration Statement on Form S-4 filed by Monocle Holdings Inc. on October 14, 2020). |
| 3.4 | Amendment No. 1 to the Amended and Restated Bylaws of Monocle Holdings Inc., dated December 22, 2020. |
| 4.1 | Specimen Common Stock Certificate of Monocle Holdings Inc. (incorporated by reference to Exhibit 4.2 to the Registration Statement on Form S-4 filed by Monocle Holdings Inc. on October 14, 2020). |
| 4.2 | Specimen Warrant Certificate of Monocle Holdings Inc. (incorporated by reference to Exhibit 4.3 to the Registration Statement on Form S-4 filed by Monocle Holdings Inc. on October 14, 2020). |
| 5.1 | Warrant Agreement, dated February 6, 2019, between Monocle Acquisition Corporation and Continental Stock Transfer & Trust Company, as warrant agent (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed by Monocle Acquisition Corporation on February 12, 2019). |
| 10.1 | Letter Agreement, dated December 16, 2020, by and among Monocle Acquisition Corporation, Monocle Holdings Inc., AerSale Corp., Monocle Merger Sub 1 Inc., Monocle Merger Sub 2 LLC, and Leonard Green & Partners, L.P., in its capacity as the Holder Representative (incorporated by reference to Exhibit 10.4 to the Current Report on Form 8-K filed by Monocle Acquisition Corporation on December 17, 2020). |
| 10.2 | Founder Shares Agreement, dated December 8, 2019, by and among Monocle Partners, LLC, Cowen Investments II LLC, Monocle Acquisition Corp, Monocle Holdings Inc. and AerSale Corp. (incorporated by reference to Exhibit 10.3 to the Current Report on Form 8-K filed by Monocle Acquisition Corporation on December 9, 2019). |
| 10.3 | Amended and Restated Founder Shares Agreement, dated September 8, 2020, by and among Monocle Partners, LLC, Cowen Investments II LLC, Monocle Acquisition Corp, Monocle Holdings Inc. and AerSale Corp (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by Monocle Acquisition Corporation on September 8, 2020). |
| 10.4 | Amendment No. 1 to the Amended and Restated Founder Shares Agreement, dated December 16, 2020, by and among Monocle Partners, LLC, Cowen Investments II LLC, Monocle Acquisition Corp, Monocle Holdings Inc. and AerSale Corp (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed by Monocle Acquisition Corporation on December 17, 2020). |



| Exhibit No. | Document |
|---|---|
| 10.5 | Form of Subscription Agreement (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by Monocle Acquisition Corporation on December 17, 2020). |
| 10.6 | Form of Issuance Agreement (incorporated by reference to Exhibit 10.3 to the Current Report on Form 8-K filed by Monocle Acquisition Corporation on December 17, 2020). |
| 10.7 | Amended and Restated Registration Rights Agreement, dated December 22, 2020, by and among Monocle Holdings Inc., Monocle Acquisition Corporation, Monocle Partners, LLC, Cowen Investments II LLC, C. Robert Kehler, Donald W. Manvel, John C. Pescatore, Green Equity Investors V, L.P., Green Equity Investors Side V, L.P., LGP Parts Coinvest LLC., Florida Growth Fund LLC, Enarey, LP and ThoughtValley Limited Partnership. |
| 10.8 | Lock-Up Agreement, dated December 22, 2020, by and among Monocle Holdings Inc., Green Equity Investors V, L.P., Green Equity Investors Side V, L.P., LGP Parts Coinvest LLC., Florida Growth Fund LLC, Enarey, LP and ThoughtValley Limited Partnership. |
| 10.9 | Assignment and Assumption Agreement, dated December 22, 2020, by and among Monocle Holdings Inc., Monocle Acquisition Corporation and Continental Stock Transfer & Trust Company. |
| 10.10 | Company Support and Mutual Release Agreement, dated December 8, 2019, by and among Monocle Acquisition Corporation, Monocle Holdings Inc., Green Equity Investors V, L.P., Green Equity Investors Side V, L.P., LGP Parts Coinvest LLC., Florida Growth Fund LLC, Enarey, LP and ThoughtValley Limited Partnership (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed by Monocle Acquisition Corporation on December 9, 2019). |
| 10.11 | Form of Executive Offer Letter (incorporated by reference to Exhibit 10.7 to the Registration Statement on Form S-4 filed by Monocle Holdings Inc. on October 14, 2020). |
| 10.12 | Amended and Restated AerSale Corp. (f/k/a AerSale Holdings, Inc.) Stock Appreciation Rights Plan (incorporated by reference to Exhibit 10.8 to the Registration Statement on Form S-4 filed by Monocle Holdings Inc. on October 14, 2020). |
| 10.13 | Severance Plan (incorporated by reference to Exhibit 10.9 to the Registration Statement on Form S-4 filed by Monocle Holdings Inc. on October 14, 2020). |



| Exhibit No | Document |
|---|---|
| 10.14 | 2020 Equity Incentive Plan (incorporated by reference to Exhibit 10.1 to the Registration Statement on Form S-4 filed by Monocle Holdings Inc. on October 14, 2020). |
| 10.15 | 2020 Employee Stock Purchase Plan (incorporated by reference to Exhibit 10.11 to the Registration Statement on Form S-4 filed by Monocle Holdings Inc. on October 14, 2020). |
| 16.1 | Letter from WithumSmith+Brown, PC to the SEC, dated December 22, 2020. |
| 21.1 | Subsidiaries of AerSale Corporation. |
| 99.1 | Press Release, dated December 22, 2020 |
| 99.2 | Unaudited Condensed Consolidated Financial Statements of AerSale Corp. and its Subsidiaries as of September 30, 2020 and for the nine months ended September 30, 2020 and 2019 (incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K filed by Monocle Acquisition Corporation on December 1, 2020). |
| 99.3 | Management's Discussion and Analysis of Financial Condition and Results of Operations of AerSale Corp. and its Subsidiaries for the nine months ended September 30, 2020 and 2019 (incorporated by reference to Exhibit 99.2 to the Current Report on Form 8-K filed by Monocle Acquisition Corporation on December 1, 2020). |
| 99.4 | Unaudited Pro Forma Condensed Combined Financial Information of the Company as of September 30, 2020, for the nine months ended September 30, 2020 and for the year ended December 31, 2019. |



## SIGNATURE

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

authorized.

**AERSALE CORPORATION**

By: /s/ Nicolas Finazzo
Name: Nicolas Finazzo
Title: Chairman, Chief Executive Officer, Division President, TechOps and Director

Dated: December 23, 2020

**Exhibit 3.2**

**CERTIFICATE OF AMENDMENT**
**TO**
**THE AMENDED AND RESTATED CERTIFICATE OF INCORPORATION**
**OF**
**MONOCLE HOLDINGS INC.**

Monocle Holdings Inc., a corporation organized and existing under the laws of the State of Delaware (the "***Corporation***"), DOES HEREBY CERTIFY AS FOLLOWS:

**1.** The name of the Corporation is "***Monocle Holdings Inc.***"

**2.** An Amended and Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on October 13, 2020 (the "***Certificate***").

**3.** Article I of the Certificate is hereby amended and restated in its entirety as follows:

"The name of the corporation is AerSale Corporation (the "***Corporation***")."

**4.** Except as hereinabove amended, the Certificate shall remain in full force and effect.

**5.** That said amendment has been duly adopted in accordance with the provisions of Section 242 of the Delaware General Corporation Law.

**IN WITNESS WHEREOF,** the undersigned has executed this Certificate of Amendment this 22nd day of December, 2020.

By: /s/ Nicolas Finazzo
Name: Nicolas Finazzo
Title: Chief Executive Officer

**Exhibit 3.4**

**AMENDMENT NO. 1**
**TO THE AMENDED AND RESTATED BYLAWS**
**OF**
**MONOCLE HOLDINGS INC.**
**(a Delaware Corporation)**

This Amendment No. 1 to the Amended and Restated Bylaws (this "Amendment") of Monocle Holdings Inc., a Delaware corporation (the "Corporation"), is effective as of December 22, 2020. All capitalized terms appearing herein that are not otherwise defined shall have the meanings ascribed to them in the Amended and Restated Bylaws of Monocle Holdings Inc., dated as of October 13, 2020 (the "**Existing Bylaws**").

WHEREAS, the board of directors (the "**Board**") desires to amend the Existing Bylaws to change the Corporation's name to "AerSale Corporation".

NOW, THEREFORE, the Existing Bylaws are hereby amended as follows:

Section 1. Amendment to the Existing Bylaws. The Existing Bylaws are hereby amended so that each reference to "Monocle Holdings Inc." in the Existing Bylaws is hereby deemed to be amended and replaced, in each case, with "AerSale Corporation".

Section 2. Ratification of the Existing Bylaws. Except as specifically modified herein, the Existing Bylaws remain unmodified and shall continue in full force and effect.

This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts of laws principles.

*[Signatures follow on the next page.]*

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IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the day and the year first above written.

/s/ Nicolas Finazzo
Name: Nicolas Finazzo
Title: Chief Executive Officer

*[Signature Page to Amendment No. 1 to Amended and Restated Bylaws]*

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**Exhibit 10.7**

**EXECUTION VERSION**

**AMENDED AND RESTATED**
**REGISTRATION RIGHTS AGREEMENT**

THIS AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (this "***Agreement***"), dated as of December 22, 2020, is made and entered into by and among Monocle Holdings Inc., a Delaware corporation (the "***Company***"), Monocle Acquisition Corporation, a Delaware corporation ("***Monocle***"), Monocle Partners, LLC, a Delaware limited liability company (the "***Sponsor***"), Cowen Investments II LLC, a Delaware limited liability company ("***Cowen Investments***" and together with the Sponsor, the "***Founders***") and the undersigned parties listed under Holder on the signature pages hereto (each such party, together with the Sponsor, Cowen Investments, and any person or entity who hereafter becomes a party to this Agreement pursuant to Section 5.2 of this Agreement, a "***Holder***" and collectively the "***Holders***").

**RECITALS**

WHEREAS, the Founders and certain other Holders entered into that certain Registration Rights Agreement (the "***Prior Registration Rights Agreement***"), dated as of February 6, 2019, with Monocle;

WHEREAS, the Company entered into that certain Agreement and Plan of Merger (the "***Original Merger Agreement***"), dated as of December 8, 2019, with Monocle, Monocle Merger Sub 1 Inc., a Delaware corporation and a direct, wholly-owned subsidiary of the Company ("***Merger Sub 1***"), Monocle Merger Sub 2 LLC, a Delaware limited liability company and indirect, wholly-owned subsidiary of the Company ("***Merger Sub 2***"), AerSale Corp. ("***AerSale***"), and solely in its capacity as the Holder Representative (as defined in the Original Merger Agreement), Leonard Green & Partners, L.P.;

WHEREAS, the Company entered into that certain Amended and Restated Agreement and Plan of Merger (the "***Merger Agreement***"), dated as of September 8, 2020, with Monocle, Merger Sub 1, Merger Sub 2, AerSale, and solely in its capacity as the Holder Representative (as defined in the Merger Agreement), Leonard Green & Partners, L.P.;

WHEREAS, pursuant to the Merger Agreement, among other things, (i) Merger Sub 1 will merge with and into Monocle, with Monocle being the surviving corporation and continuing as a wholly-owned subsidiary of the Company and (ii) Merger Sub 2 will merge with and into AerSale, with AerSale being the surviving corporation and continuing as a wholly-owned subsidiary of the Company (the "***Merger***");

WHEREAS, pursuant to the Merger Agreement, and as a condition to the obligations of the Company, Merger Sub 1, Merger Sub 2 and AerSale to consummate the Mergers, the parties hereto desire to amend and restate the Prior Registration Rights Agreement and enter into this Agreement, in order to, among other things, grant the Holders certain registration rights with respect to securities of the Company, as set forth in this Agreement; and

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WHEREAS, pursuant to the Merger Agreement, and as a condition to the obligations of the Company, Merger Sub and AerSale to consummate the Merger, certain of the Holders are also entering into that certain Lock-up letter agreement to be executed concurrently with this Agreement (the "***Lock-up Agreement***"), pursuant to which each such Holder that is a party thereto has agreed not to transfer shares of capital stock of the Company for the Lock-up Period.

NOW, THEREFORE, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree that the Prior Registration Rights Agreement is hereby amended and restated in its entirety as follows:

**ARTICLE I**

**DEFINITIONS**

Section 1.1 Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the respective meanings set forth below:

"***Adverse Disclosure***" shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Chief Executive Officer or any principal financial officer of the Company, after consultation with counsel to the Company, (i) would be required to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein (in the case of any prospectus and any preliminary prospectus, in the light of the circumstances under which they were made) not misleading, (ii) would not be required to be made at such time if the Registration Statement were not being filed, and (iii) the Company has a bona fide business purpose for not making such information public.

"***AerSale***" shall have the meaning given in the Recitals.

"***AerSale Sellers***" shall mean the LGP Parties, Florida Growth Fund LLC, a Delaware limited liability company, Enarey, LP, a Nevada limited partnership, and Thoughtvalley Limited Partnership, a Nevada limited partnership, collectively.

"***Agreement***" shall have the meaning given in the Preamble.

"***Board***" shall mean the Board of Directors of the Company.

"***Coordination Notice***" shall have the meaning given in subsection 2.4.3.

"***Coordination Transfer***" shall have the meaning given in subsection 2.4.3.

"***Commission***" shall mean the Securities and Exchange Commission.



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"***Common Stock***" shall mean the Company's common stock, par value $0.0001 per share.

"***Company***" shall have the meaning given in the Preamble.

"***Covered Sales***" means any transfer of Registrable Securities, other than pursuant to Section 2.1, Section 2.2 or Section 2.3 of this Agreement or to a Permitted Transferee.

"***Cowen Investments***" shall have the meaning given in the Preamble.

"***Demand Registration***" shall have the meaning given in subsection 2.1.1.

"***Demanding Holder***" shall have the meaning given in subsection 2.1.1.

"***Exchange Act***" shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

"***Form S-3***" shall have the meaning given in subsection 2.3.

"***Founder Shares***" shall mean the 4,312,500 shares of Common Stock, issued to the Founders and certain other Holders prior to the date hereof in certain private placements and subsequent transfers.

"***Founders***" shall have the meaning given in the Preamble.

"***Holders***" shall have the meaning given in the Preamble.

"***Insider Letter***" shall mean that certain letter agreement, dated as of February 6, 2019, by and among Monocle, the Founders and each of Monocle's officers, directors and director nominees.

"***LGP Parties***" means Green Equity Investors V, L.P., a Delaware limited partnership, Green Equity Investors Side V, L.P., a Delaware limited partnership, LGP Parts Coinvest, LLC, a Delaware limited liability company, collectively.

"***Lock-up Agreement***" shall have the meaning given in the Recitals.

"***Lock-up Period***" means (i) with respect to the Registrable Securities held by the Holders which are parties to the Insider Letter, and notwithstanding any amendments or modifications to the Insider Letter after the date of the Merger Agreement, the period ending on the earlier of one year after the Closing (as defined in the Merger Agreement) or earlier if, subsequent to such Closing, (A) the last sale price of the Common Stock equals or exceeds $12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the Company's initial Business Combination (as defined in the Merger Agreement), or (B) such date on which the Company completes a liquidation, merger, stock exchange or other similar transaction that results in all of the Company's stockholders having the right to exchange their shares of Common Stock for cash, securities or other property, and (ii) with respect to (w) the shares of Common Stock received pursuant to the Merger Agreement, (x) Earnout Shares (as defined in the Merger Agreement), to the extent any are received after the date hereof, (y) any outstanding share of Common Stock or any other equity security (including the shares of Common Stock issued or issuable upon the exercise of any other equity security) of the Company, and (z) any other equity security of the Company issued or issuable with respect to any such share of Common Stock included in clause (ii)(w), (ii)(x) and (ii)(y) by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or reorganization, in each case held by the AerSale Sellers, such period as defined in the Lock-up Agreement.



"***Maximum Number of Securities***" shall have the meaning given in subsection 2.1.4.

"***Merger***" shall have the meaning given in the Recitals.

"***Merger Agreement***" shall have the meaning given in the Recitals.

"***Merger Sub 1***" shall have the meaning given in the Recitals.

"***Merger Sub 2***" shall have the meaning given in the Recitals.

"***Misstatement***" shall mean an untrue statement of a material fact or an omission to state a material fact required to be stated in a Registration Statement or Prospectus, or necessary to make the statements in a Registration Statement or Prospectus in the light of the circumstances under which they were made not misleading.

"***Notifying Investor***" shall have the meaning given in subsection 2.4.3.

"***Permitted Transferees***" shall mean any person or entity to whom a Holder of Registrable Securities is permitted to transfer such Registrable Securities prior to the expiration of the applicable Lock-up Period, as the case may be, under the Insider Letter and any other applicable agreement between such Holder and the Company, and to any transferee thereafter.

"***Piggyback Registration***" shall have the meaning given in subsection 2.2.1.

"***Prior Registration Rights Agreement***" shall have the meaning given in the Recitals.

"***Private Units***" shall mean the 717,500 units of the Company purchased by the Founders pursuant to the Company's initial public offering, with each such unit consisting of one share of Common Stock and one Private Warrant.

"***Private Warrants***" shall mean the warrants issued to the Founders pursuant to the Company's initial public offering that entitles the holder to purchase one share of Common Stock at a price of $11.50 per share.



"***Pro Rata Portion***" means, with respect to any Stockholder, the aggregate number of Registrable Securities to be transferred, multiplied by such

Stockholder's percentage ownership of Registrable Securities held by all Stockholders; provided, however, that in any Rule 144 Transfer the Registrable Securities to be transferred shall be deemed to be the maximum aggregate number of Registrable Securities held by the Stockholders that are then permitted to be sold by the Stockholders as a group in accordance with Rule 144.

"***Prospectus***" shall mean the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

"***Registrable Security***" shall mean (a) the Founder Shares, (b) the Private Warrants (including any shares of Common Stock issued or issuable upon the exercise of any such Private Warrants), (c) the Private Units (including any shares of Common Stock and Private Warrants underlying the Private Units), (d) any outstanding shares of Common Stock or any other equity security (including the shares of Common Stock issued or issuable upon the exercise of any other equity security) of the Company received pursuant to the Merger Agreement or held by a Holder as of the date of this Agreement, (e) any shares of Common Stock and Earnout Shares, to the extent any are received after the date hereof, (f) any equity securities (including the shares of Common Stock issued or issuable upon the exercise of any such equity security) of the Company issuable upon conversion of any working capital loans in an amount up to $1,500,000 made to the Company by a Holder, and (g) any other equity security of the Company issued or issuable with respect to any such share of Common Stock by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or reorganization; provided, however, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities when: (A) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (B) such securities shall have been otherwise transferred, new certificates for such securities not bearing a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of such securities shall not require registration under the Securities Act; (C) such securities shall have ceased to be outstanding; (D) such securities (including all Registrable Securities of the same Holder plus all Registrable Securities held by any other Holders controlling, controlled by or under common control with such Holder) may be sold without registration in a single 90-day period in full compliance with Rule 144 (or any successor rule promulgated thereafter by the Commission); or (E) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

"***Registration***" shall mean a registration effected by preparing and filing a registration statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

"***Registration Expenses***" shall mean the out-of-pocket expenses of a Registration, including, without limitation, the following:



(A) all registration and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc.) and any securities exchange on which the Common Stock is then listed;

(B) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of counsel for the Underwriters in connection with blue sky qualifications of Registrable Securities);

(C) printing, messenger, telephone and delivery expenses;

(D) reasonable fees and disbursements of counsel for the Company;

(E) reasonable fees and disbursements of all independent registered public accountants of the Company incurred specifically in connection with such Registration; and

(F) reasonable fees and expenses of one legal counsel selected by the majority-in-interest of the Demanding Holders initiating a Demand Registration to be registered for offer and sale in the applicable Registration.

"***Registration Statement***" shall mean any registration statement that covers the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

"***Requesting Holder***" shall have the meaning given in subsection 2.1.1.

"***Rule 144***" means Rule 144 under the Securities Act.

"***Rule 144 Transfer***" means any transfer conducted in accordance with Rule 144.

"***Securities Act***" shall mean the Securities Act of 1933, as amended from time to time.

"***Shelf Registration Statement***" shall have the meaning given in Section 2.3.

"***Shelf Request***" shall have the meaning given in Section 2.3.

"***Sponsor***" shall have the meaning given in the Recitals hereto.

"***Stockholder***" shall have the meaning given in subsection 2.4.3.

"***Takedown***" shall have the meaning given in Section 2.3.

"***Underwriter***" shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer's market-making activities.

"***Underwritten Registration***" or "***Underwritten Offering***" shall mean a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public.



**ARTICLE II**

**REGISTRATIONS**

Section 2.1 Demand Registration.

2.1.1 Request for Registration. Subject to the provisions of subsection 2.1.4 and Section 2.4 hereof, at any time and from time to time on or after the date hereof, (i) Cowen Investments, (ii) the Holders of at least fifty percent (50%) of the then-outstanding number of Registrable Securities not held by Cowen Investments or the AerSale Sellers or (iii) the Holders of at least fifty percent (50%) of the then-outstanding number of Registrable Securities held by the AerSale Sellers (Cowen Investments or such Holder(s) identified in clauses (ii) or (iii), as the case may be, the "***Demanding Holders***" and each, a "***Demanding Holder***"), may make a written demand for Registration of all or part of their Registrable Securities, which written demand shall describe the amount and type of securities to be included in such Registration and the intended method(s) of distribution thereof (such written demand a "***Demand Registration***"). The Company shall, within ten (10) days of the Company's receipt of the Demand Registration, notify, in writing, all other Holders of Registrable Securities of such demand, and each Holder of Registrable Securities who thereafter wishes to include all or a portion of such Holder's Registrable Securities in a Registration pursuant to a Demand Registration and is not then subject to a Lock-up Period (each such Holder that includes all or a portion of such Holder's Registrable Securities in such Registration, a "***Requesting Holder***") shall so notify the Company, in writing, within five (5) days after the receipt by the Holder of the notice from the Company. Upon receipt by the Company of any such written notification from a Requesting Holder(s) to the Company, such Requesting Holder(s) shall be entitled to have their Registrable Securities included in a Registration pursuant to a Demand Registration and the Company shall effect, as soon thereafter as practicable, but not more than forty five (45) days immediately after the Company's receipt of the Demand Registration, the Registration of all Registrable Securities requested by the Demanding Holders and Requesting Holders pursuant to such Demand Registration. Under no circumstances shall the Company be obligated to effect more than one (1) Demand Registration during the period beginning 180 days after the Company's initial Business Combination and ending 365 days after the Company's initial Business Combination or in any three (3) month period thereafter under this subsection 2.1.1.

2.1.2 Effective Registration. Notwithstanding the provisions of subsection 2.1.1 above or any other part of this Agreement, a Registration pursuant to a Demand Registration shall not count as a Registration unless and until (i) the Registration Statement filed with the Commission with respect to a Registration pursuant to a Demand Registration has been declared effective by the Commission and (ii) the Company has complied with all of its obligations under this Agreement with respect thereto; provided, that if, after such Registration Statement has been declared effective, an offering of Registrable Securities in a Registration pursuant to a Demand Registration is subsequently interfered with by any stop order or injunction of the Commission, federal or state court or any other governmental agency the Registration Statement with respect to such Registration shall be deemed not to have been declared effective, unless and until, (i) such stop order or injunction is removed, rescinded or otherwise terminated, and (ii) a majority in interest of the Demanding Holders initiating such Demand Registration thereafter affirmatively elect to continue with such Registration and accordingly notify the Company in writing, but in no event later than five (5) days, of such election; provided, further, that the Company shall not be obligated or required to file another Registration Statement until the Registration Statement that has been previously filed with respect to a Registration pursuant to a Demand Registration becomes effective or is subsequently terminated.



2.1.3 Underwritten Offering. Subject to the provisions of subsection 2.1.4 and Section 2.4 hereof, if a Demanding Holder advises the Company as part of its Demand Registration that the offering of the Registrable Securities pursuant to such Demand Registration shall be in the form of an Underwritten Offering, then the right of such Demanding Holder or Requesting Holder (if any) to include its Registrable Securities in such Registration shall be conditioned upon such Holder's participation in such Underwritten Offering and the inclusion of such Holder's Registrable Securities in such Underwritten Offering to the extent provided herein. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this subsection 2.1.3 shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Demanding Holder initiating the Demand Registration.

2.1.4 Reduction of Underwritten Offering. If the managing Underwriter or Underwriters in an Underwritten Registration pursuant to a Demand Registration, in good faith, advises the Company, the Demanding Holders and the Requesting Holders (if any) in writing that the dollar amount or number of Registrable Securities that the Demanding Holders and the Requesting Holders (if any) desire to sell, taken together with all other Common Stock or other equity securities that the Company desires to sell and the Common Stock, if any, as to which a Registration has been requested pursuant to separate written contractual piggy-back registration rights held by any other stockholders who desire to sell, exceeds the maximum dollar amount or maximum number of equity securities that can be sold in the Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the "***Maximum Number of Securities***"), then the Company shall include in such Underwritten Offering, as follows: (i) first, the Registrable Securities of the Demanding Holders and the Requesting Holders (if any) (pro rata based on the respective number of Registrable Securities that each Demanding Holder and Requesting Holder (if any) has requested be included in such Underwritten Registration and the aggregate number of Registrable Securities that the Demanding Holders and Requesting Holders have requested be included in such Underwritten Registration) that can be sold without exceeding the Maximum Number of Securities; (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), Common Stock or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (iii) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), Common Stock or other equity securities of other persons or entities that the Company is obligated to register in a Registration pursuant to separate written contractual arrangements with such persons and that can be sold without exceeding the Maximum Number of Securities.



2.1.5 Demand Registration Withdrawal. Any Demanding Holder shall have the right to withdraw from a Registration pursuant to a Demand Registration initiated by such Demanding Holder for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to the Registration of their Registrable Securities pursuant to such Demand Registration. If a Demanding Holder withdraws from a proposed offering pursuant to this Section 2.1.5 and such Demanding Holder pays or reimburses the Company for such Demanding Holder's pro rata share of Registration Expenses incurred in connection with the withdrawn Registration (based on the number of securities such Demanding Holder sought to register, as compared to the total number of securities included in such Demand Registration), then such registration shall not count as a Demand Registration provided for in Section 2.1.

Section 2.2 Piggyback Registration.

2.2.1 Piggyback Rights. If, at any time on or after the date hereof, the Company proposes to file a Registration Statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities, for its own account or for the account of stockholders of the Company (or by the Company and by the stockholders of the Company including, without limitation, pursuant to Section 2.1 hereof), including a Shelf Registration Statement but other than a Registration Statement (i) filed in connection with any employee stock option or other benefit plan, (ii) for an exchange offer or offering of securities solely to the Company's existing stockholders, (iii) for an offering of debt that is convertible into equity securities of the Company or (iv) for a dividend reinvestment plan, then the Company shall give written notice of such proposed filing to all of the Holders of Registrable Securities as soon as practicable but not less than ten (10) days before the anticipated filing date of such Registration Statement, which notice shall (A) describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing Underwriter or Underwriters, if any, in such offering, and (B) offer to all of the Holders of Registrable Securities that are not then subject to a Lock-up Period the opportunity to register the sale of such number of Registrable Securities as such Holders may request in

writing within five (5) days after receipt of such written notice (such Registration a "***Piggyback Registration***"). The Company shall, in good faith, cause such Registrable Securities to be included in such Piggyback Registration and shall use its best efforts to cause the managing Underwriter or Underwriters of a proposed Underwritten Offering to permit the Registrable Securities requested by the Holders pursuant to this subsection 2.2.1 to be included in a Piggyback Registration on the same terms and conditions as any similar securities of the Company included in such Registration and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this subsection 2.2.1 shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Company.



2.2.2 Reduction of Piggyback Registration. If the managing Underwriter or Underwriters in an Underwritten Registration that is to be a Piggyback Registration, in good faith, advises the Company and the Holders of Registrable Securities participating in the Piggyback Registration in writing that the dollar amount or number of shares of Common Stock that the Company and/or the Holders of Registrable Securities desire to sell, taken together with (i) the shares of Common Stock, if any, as to which Registration has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Holders of Registrable Securities hereunder, (ii) the Registrable Securities as to which registration has been requested pursuant to Section 2.2 hereof, and (iii) the shares of Common Stock, if any, as to which Registration has been requested pursuant to separate written contractual piggy-back registration rights of other stockholders of the Company, exceeds the Maximum Number of Securities, then:

If the Registration is undertaken for the Company's account, the Company shall include in any such Registration (A) first, Common Stock or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.2.1 hereof, pro rata, based on the respective number of Registrable Securities that each Holder has so requested, which can be sold without exceeding the Maximum Number of Securities; and (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), Common Stock, if any, as to which Registration has been requested pursuant to written contractual piggy-back registration rights of other stockholders of the Company, which can be sold without exceeding the Maximum Number of Securities; and

2.2.3 Piggyback Registration Withdrawal. Any Holder of Registrable Securities shall have the right to withdraw from a Piggyback Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw from such Piggyback Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Piggyback Registration. The Company (whether on its own good faith determination or as the result of a request for withdrawal by persons pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration at any time prior to the effectiveness of such Registration Statement. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with the Piggyback Registration prior to its withdrawal under this subsection 2.2.3.

2.2.4 Unlimited Piggyback Registration Rights. For purposes of clarity, any Registration effected pursuant to Section 2.2 hereof shall not be counted as a Registration pursuant to a Demand Registration effected under Section 2.1 hereof.



Section 2.3 Registrations on Form S-3. Any Demanding Holder may at any time, and from time to time, request in writing that the Company register the resale of any or all of their Registrable Securities on Form S-3 or any similar short form registration statement that may be available at such time ("***Form S-3***"). Within five (5) days of the Company's receipt of a written request from a Holder or Holders of Registrable Securities for a Registration on Form S-3, the Company shall promptly give written notice of the proposed Registration on Form S-3 to all other Holders of Registrable Securities, and each Holder of Registrable Securities who is not then subject to a Lock-up Period and thereafter wishes to include all or a portion of such Holder's Registrable Securities in such Registration on Form S-3 shall so notify the Company, in writing, within ten (10) days after the receipt by the Holder of the notice from the Company. As soon as practicable thereafter, but not more than twenty (20) days after the Company's initial receipt of such written request for a Registration on Form S-3, the Company shall register all or such portion of such Holder's Registrable Securities as are specified in such written request, together with all or such portion of Registrable Securities of any other Holder or Holders joining in such request as are specified in the written notification given by such Holder or Holders; provided, however, that the Company shall not be obligated to effect any such Registration pursuant to Section 2.3 hereof if (i) a Form S-3 is not available for such offering; or (ii) the Holders of Registrable Securities, together with the Holders of any other equity securities of the Company entitled to inclusion in such Registration, propose to sell the Registrable Securities and such other equity securities (if any) at any aggregate price to the public of less than $10,000,000. All written requests from a Demanding Holder to effect a registration on Form S-3 pursuant to this Section 2.3 shall indicate whether such Holder(s) intend to effect the offering promptly following effectiveness of the Registration Statement or whether they intend for the Form S-3 to remain effective so that they may effect the offering on a delayed or continuous basis pursuant to Rule 415 under the Securities Act (or any successor rule promulgated thereafter by the Commission), including, to the extent the Company is a well-known seasoned issuer (within the meaning of Rule 405 under the Securities Act), an automatic shelf registration statement (as defined in Rule 405 under the Securities Act) (a "***Shelf Request***" and such registration statement, a "***Shelf Registration Statement***"). In the event that at any time there is an effective Shelf Registration Statement, upon a written request from any Demanding Holder that is entitled to sell securities pursuant to such Shelf Registration Statement (a "***Takedown***"), the Company will, as soon as practicable, (a) deliver a notice relating to the proposed Takedown to all other Holders who are named or are entitled to be named as a selling shareholder in the Form S-3 contained in such Shelf Registration Statements and (b) promptly (and in any event not later than ten (10) days after receiving such request) supplement the prospectus included in the Shelf Registration Statement as would permit or facilitate the sale and distribution of all or such portion ofthe Demanding Holders' Registrable Securities as are specified in such request, together with the Registrable Securities requested to be included in such Takedown by any Holders who notify the Company in writing within ten (10) days after receipt of such notice from the Company. For the avoidance of doubt, a Takedown shall not constitute a Demand Registration of any Demanding Holder pursuant to Section 2.1; provided, however that if such Takedown is an Underwritten Registration, the provisions of subsection 2.1.4 shall apply to such Takedown.

Section 2.4 Restrictions on Registration Rights.

2.4.1 If (A) during the period starting with the date sixty (60) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date one hundred and twenty (120) days after the effective date of, a Company initiated Registration (the "Deferral Period") and provided that the Company has delivered written notice to the Holders prior to receipt of a Demand Registration pursuant to subsection 2.1.1 and it continues to actively employ, in good faith, all reasonable efforts to cause the applicable Registration Statement to become effective; (B) the Holders have requested an Underwritten Registration and the Company and the Holders are unable to obtain the commitment of underwriters to firmly underwrite the offer; or (C) in the good faith judgment of the Board such Registration would be seriously detrimental to the Company and the Board concludes as a result that it is essential to defer the filing of such Registration Statement at such time, then in each case the Company shall furnish to such Holders a certificate signed by the Chairman of the Board stating that in the good faith judgment of the Board it would be seriously detrimental to the Company for such Registration Statement to be filed in the near future and that it is therefore essential to defer the filing of such Registration Statement. In such event, the Company shall have the right to defer such filing for a period of not more than thirty (30) days at the end of such Deferral Period; provided, however, that the Company shall not defer its obligation in this manner more than once in any 12 month period. Notwithstanding anything to the contrary contained in this Agreement, no Registration Statement shall become effective with respect to any Registrable Securities held by any Holder until after the expiration of the Lock-up Period applicable to such Holder.

2.4.2 Notwithstanding anything to the contrary contained in this Agreement, no Holder shall be entitled to request, and the Company shall not be obligated to effect any Registration (including any Demand Registration, Piggyback Registration, request to register Registrable Securities as a Requesting Holder or pursuant to a Piggyback Registration, or otherwise) pursuant to this Agreement with respect to any Registrable Securities of any Holder during such Holder's applicable Lock-up Period; provided that a Holder shall be entitled to cause the Company to take actions pursuant to this Agreement to cause a Registration during such Holder' Lock-up Period in order to enable the Company to effect such Registration as promptly as possible following the expiration of such Lock-up Period.

2.4.3 Following the date hereof, the Founders and the LGP Parties (each Founder and each LGP Party, a "***Stockholder***") will use commercially reasonable efforts to coordinate any Covered Sales (any such transfer, a "***Coordination Transfer***") of Registrable Securities held by them in accordance with this subsection 2.4.3; provided, that no Stockholder will be required to coordinate any Covered Sale that involves only shares of the Company with any other Stockholder that is then subject to a Lock-up Period. Prior to any such Coordination Transfer, the applicable Stockholder (the "***Notifying Investor***") shall provide the other Stockholders with at least five (5) days prior written notice (a "***Coordination Notice***") of the Notifying Investor's intention to transfer Registrable Securities held by it in a Covered Sale. The Coordination Notice is intended to permit all Stockholders electing to transfer Registrable Securities held by them at such time to coordinate the timing and process for transferring such Registrable Securities in an orderly fashion. Subject to the foregoing provisions of this subsection 2.4.3, the Stockholder receiving a Coordination Notice shall be entitled to effect Coordination Transfers of a number of Registrable Securities held by it equal to such Stockholder's Pro Rata Portion (subject to the proviso to the first sentence of this subsection 2.4.3). Each Coordination Notice shall specify (i) the earliest time at which such Stockholder intends to commence a Covered Sale pursuant to this Section 2.4.3, and (ii) to the extent the Covered Sale is a Rule 144 Transfer, (A) whether such a Covered Sale will commence a new measurement period for purposes of the Rule 144 group volume limit or is part of a continuing measurement period previously commenced by another Coordination Notice related to a Rule 144 Transfer, and (B) the volume limit for each Stockholder for that measurement period, determined as of its commencement. The obligations with respect to Covered Sales set forth in this subsection 2.4.3 shall no longer be applicable at such time as either the Sponsors (and their Permitted Transferees), collectively, or the LGP Parties (and their Permitted Transferees), collectively, cease to own at least five percent (5%) of the outstanding Common Stock.



**ARTICLE III**

**COMPANY PROCEDURES**

Section 3.1 General Procedures. If at any time on or after the date hereof the Company is required to effect the Registration of Registrable Securities, the Company shall use its best efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto the Company shall, as expeditiously as possible:

3.1.1 prepare and file with the Commission as soon as practicable a Registration Statement with respect to such Registrable Securities and use its reasonable best efforts to cause such Registration Statement to become effective and remain effective until all Registrable Securities covered by such Registration Statement have been sold;

3.1.2 prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be reasonably requested by the Holders or any Underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by the Company or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus;

3.1.3 prior to filing a Registration Statement or prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Holders of Registrable Securities included in such Registration, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or the legal counsel for any such Holders may request in order to facilitate the disposition of the Registrable Securities owned by such Holders;

3.1.4 prior to any public offering of Registrable Securities, use its best efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;



3.1.5 cause all such Registrable Securities to be listed on each securities exchange or automated quotation system on which similar securities issued by the Company are then listed;

3.1.6 provide a transfer agent or warrant agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

3.1.7 advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its reasonable best efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued;

3.1.8 at least five (5) days prior to the filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus, furnish a copy thereof to each seller of such Registrable Securities or its counsel;

3.1.9 notify the Holders at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then to correct such

Misstatement as set forth in Section 3.4 hereof;

3.1.10 permit a representative of the Holders, the Underwriters, if any, and any attorney or accountant retained by such Holders or Underwriter to participate, at each such person's own expense, in the preparation of the Registration Statement, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, attorney or accountant in connection with the Registration; provided, however, that such representatives or Underwriters enter into a confidentiality agreement, in form and substance reasonably satisfactory to the Company, prior to the release or disclosure of any such information;

3.1.11 obtain a "cold comfort" letter from the Company's independent registered public accountants in the event of an Underwritten Registration, in customary form and covering such matters of the type customarily covered by "cold comfort" letters as the managing Underwriter may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders;

3.1.12 on the date the Registrable Securities are delivered for sale pursuant to such Registration, obtain an opinion, dated such date, of counsel representing the Company for the purposes of such Registration, addressed to the Holders, the placement agent or sales agent, if any, and the Underwriters, if any, covering such legal matters with respect to the Registration in respect of which such opinion is being given as the Holders, placement agent, sales agent, or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters, and reasonably satisfactory to a majority in interest of the participating Holders;



3.1.13 in the event of any Underwritten Offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing Underwriter of such offering;

3.1.14 make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any successor rule promulgated thereafter by the Commission);

3.1.15 if the Registration involves the Registration of Registrable Securities involving gross proceeds in excess of $50,000,000, use its reasonable efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Underwriter in any Underwritten Offering; and

3.1.16 otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the Holders, in connection with such Registration.

Section 3.2 Registration Expenses. Except as set forth in Section 2.1.5, the Registration Expenses of all Registrations shall be borne by the Company. It is acknowledged by the Holders that the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as Underwriters' commissions and discounts, brokerage fees, Underwriter marketing costs and, other than as set forth in the definition of "***Registration Expenses***," all reasonable fees and expenses of any legal counsel representing the Holders.

Section 3.3 Requirements for Participation in Underwritten Offerings No person may participate in any Underwritten Offering for equity securities of the Company pursuant to a Registration initiated by the Company hereunder unless such person (i) agrees to sell such person's securities on the basis provided in any underwriting arrangements approved by the Company and (ii) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting arrangements.

Section 3.4 Suspension of Sales; Adverse Disclosure. Upon receipt of written notice from the Company that a Registration Statement or Prospectus contains a Misstatement, each of the Holders shall forthwith discontinue disposition of Registrable Securities until he, she or it has received copies of a supplemented or amended Prospectus correcting the Misstatement (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as practicable after the time of such notice), or until he, she or it is advised in writing by the Company that the use of the Prospectus may be resumed. If the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would require the Company to make an Adverse Disclosure or would require the inclusion in such Registration Statement of financial statements that are unavailable to the Company for reasons beyond the Company's control, the Company may, upon giving prompt written notice of such action to the Holders, delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of time, but in no event more than thirty (30) days, determined in good faith by the Company to be necessary for such purpose. In the event the Company exercises its rights under the preceding sentence, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Prospectus relating to any Registration in connection with any sale or offer to sell Registrable Securities. The Company shall immediately notify the Holders of the expiration of any period during which it exercised its rights under this Section 3.4.



Section 3.5 Reporting Obligations. As long as any Holder shall own Registrable Securities, the Company, at all times while it shall be a reporting company under the Exchange Act, covenants to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act and to promptly furnish the Holders with true and complete copies of all such filings. The Company further covenants that it shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell shares of Common Stock held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission), including providing any legal opinions. Upon the request of any Holder, the Company shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

**ARTICLE IV**

**INDEMNIFICATION AND CONTRIBUTION**

Section 4.1 Indemnification.

4.1.1 The Company agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers and directors and agents and each person who controls such Holder (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and expenses (including attorneys' fees) caused by any untrue or alleged untrue statement of material fact contained in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same are caused by or contained in any information furnished in writing to the Company by such Holder expressly for use therein. The Company shall indemnify the Underwriters, their officers and directors and each person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the

foregoing with respect to the indemnification of the Holder.



4.1.2 In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus and, to the extent permitted by law, shall indemnify the Company, its directors and officers and agents and each person who controls the Company (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and expenses (including without limitation reasonable attorneys' fees) resulting from any untrue statement of material fact contained in the Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information or affidavit so furnished in writing by such Holder expressly for use therein; provided, however, that the obligation to indemnify shall be several, not joint and several, among such Holders of Registrable Securities, and the liability of each such Holder of Registrable Securities shall be in proportion to and limited to the net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement. The Holders of Registrable Securities shall indemnify the Underwriters, their officers, directors and each person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to indemnification of the Company.

4.1.3 Any person entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

4.1.4 The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person of such indemnified party and shall survive the transfer of securities. The Company and each Holder of Registrable Securities participating in an offering also agrees to make such provisions as are reasonably requested by any indemnified party for contribution to such party in the event the Company's or such Holder's indemnification is unavailable for any reason.



4.1.5 If the indemnification provided under Section 4.1 hereof from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities and expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by, or relates to information supplied by, such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; provided, however, that the liability of any Holder under this subsection 4.1.5 shall be limited to the amount of the net proceeds received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in subsections 4.1.1, 4.1.2 and 4.1.3 above, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this subsection 4.1.5 were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this subsection 4.1.5. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this subsection 4.1.5 from any person who was not guilty of such fraudulent misrepresentation.

## ARTICLE V

## MISCELLANEOUS

Section 5.1 Notices. Any notice or communication under this Agreement must be in writing and given by (i) deposit in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) delivery in person or by courier service providing evidence of delivery, or (iii) transmission by hand delivery, electronic mail, telecopy or telegram. Each notice or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received, in the case of mailed notices, on the third business day following the date on which it is mailed and, in the case of notices delivered by courier service, hand delivery, electronic mail, telecopy or telegram, at such time as it is delivered to the addressee (with the delivery receipt or the affidavit of messenger) or at such time as delivery is refused by the addressee upon presentation. Any notice or communication under this Agreement must be addressed, if to the Company, to: 750 Lexington Avenue, Suite 1501, New York, NY 10022, Attention: Eric J. Zahler, and, if to any Holder, at such Holder's address as set forth in the Company's books and records. Any party may change its address for notice at any time and from time to time by written notice to the other parties hereto, and such change of address shall become effective thirty (30) days after delivery of such notice as provided in this Section 5.1.



Section 5.2 Assignment; No Third Party Beneficiaries.

5.2.1 This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part.

5.2.2 Prior to the expiration of the applicable Lock-up Period, no Holder may assign or delegate such Holder's rights, duties or obligations under this Agreement, in whole or in part, except in connection with a transfer of Registrable Securities by such Holder to a Permitted Transferee, but only if such Permitted Transferee

agrees to become bound by the transfer restrictions set forth in this Agreement and other applicable agreements.

5.2.3 This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors and the permitted assigns of the Holders, which shall include Permitted Transferees.

5.2.4 This Agreement shall not confer any rights or benefits on any persons that are not parties hereto, other than as expressly set forth in this Agreement and Section 5.2 hereof.

5.2.5 No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (i) written notice of such assignment as provided in Section 5.1 hereof and (ii) the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be bound by the terms and provisions of this Agreement (which may be accomplished by an addendum or certificate of joinder to this Agreement). Any transfer or assignment made other than as provided in this Section 5.2 shall be null and void.

5.2.6 Counterparts. This Agreement may be executed in multiple counterparts (including facsimile or PDF counterparts), each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced.

Section 5.3 Governing Law; Venue. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT (I) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE AS APPLIED TO AGREEMENTS AMONG DELAWARE RESIDENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN THE STATE OF DELAWARE AND (II) THE VENUE FOR ANY ACTION TAKEN WITH RESPECT TO THE AGREEMENT SHALL BE ANY STATE OR FEDERAL COURT IN THE STATE OF DELAWARE.



EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

Section 5.4 Amendments and Modifications. Upon the written consent of the Company and the Holders of at least a majority in interest of the Registrable Securities at the time in question, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; provided, however, that notwithstanding the foregoing, any amendment hereto or waiver hereof that adversely affects one Holder, solely in his, her or its capacity as a holder of the shares of capital stock of the Company, in a manner that is materially different from the other Holders (in such capacity) shall require the consent of the Holder so affected. No course of dealing between any Holder or the Company and any other party hereto or any failure or delay on the part of a Holder or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.

Section 5.5 Other Registration Rights. The Company represents and warrants that no person, other than a Holder of Registrable Securities, has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any Registration filed by the Company for the sale of securities for its own account or for the account of any other person. Further, the Company represents and warrants that this Agreement supersedes any other registration rights agreement or agreement with similar terms and conditions and in the event of a conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail.

Section 5.6 Term. This Agreement shall terminate on the date as of which (i) all of the Registrable Securities have been sold pursuant to a Registration Statement (but in no event prior to the applicable period referred to in Section 4(a)(3) of the Securities Act and Rule 174 thereunder (or any successor rule promulgated thereafter by the Commission)) or (ii) no Registrable Securities remain outstanding. The provisions of Section 3.5 and Article IV shall survive any termination.

Section 5.7 Insider Letter. Notwithstanding anything to the contrary contained in the Insider Letter, each of the Founders and the Company hereby agrees (a) to not amend, restate, modify or waive Section 7 or Section 12 of the Insider Letter without the prior written consent of the AerSale Sellers then holding at least a majority of the Registrable Securities by all AerSale Sellers and (b) that from and after the date hereof each of the AerSale Sellers shall be deemed a third-party beneficiary of, and shall be entitled to enforce, Section 7 of the Insider Letter.

[*Signature Pages Follow*]



IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

**COMPANY:**

MONOCLE HOLDINGS INC.,
a Delaware corporation

By: /s/ Eric Zahler
Name: Eric Zahler
Title: President

**MONOCLE:**

MONOCLE ACQUISITION CORPORATION,

a Delaware corporation

By: /s/ Eric Zahler

Name: Eric Zahler
Title: President

**HOLDERS:**

MONOCLE PARTNERS, LLC,
a Delaware limited liability company

By: /s/ Sai S. Devabhaktuni
Name: Sai S. Devabhaktuni
Title: Manager

[*Signature Page to Amended & Restated Registration Rights Agreement*]

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COWEN INVESTMENTS II LLC,
a Delaware limited liability company

By: /s/ Owen Littman
Name: Owen Littman
Title: Authorized Signatory

/s/ C. Robert Kehler
C. Robert Kehler

/s/ Donald W. Manvel
Donald W. Manvel

/s/ John C. Pescatore
John C. Pescatore

[*Signature Page to Amended & Restated Registration Rights Agreement*]

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GREEN EQUITY INVESTORS V, L.P.,
a Delaware limited partnership

By: GEI Capital V, LLC, its general partner

By: /s/ Jonathan A. Seiffer
Name: Jonathan A. Seiffer
Title: Senior Vice President

GREEN EQUITY INVESTORS SIDE V, L.P.,
a Delaware limited partnership

By: GEI Capital V, LLC, its general partner

By: /s/ Jonathan A. Seiffer
Name: Jonathan A. Seiffer
Title: Senior Vice President

LGP PARTS COINVEST LLC,
a Delaware limited liability company

By: GEI Capital V, LLC, its general partner

By: /s/ Jonathan A. Seiffer
Name: Jonathan A. Seiffer
Title: Senior Vice President

[*Signature Page to Amended & Restated Registration Rights Agreement*]

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FLORIDA GROWTH FUND LLC,
a Delaware limited liability company

By: HL Florida Growth LLC, Manager

By: /s/ Anthony Donofrio

Name: Anthony Donofrio
Title: Authorized Signatory

ENAREY, LP,
a Nevada limited partnership

By: ENAREY, LLC

By: /s/ Nicolas Finazzo
Name: Nicolas Finazzo
Title: Manager

THOUGHTVALLEY LIMITED PARTNERSHIP,
a Nevada limited partnership

By: THOUGHTVALLEY, LLC

By: /s/ Robert B. Nichols
Name: Robert B. Nichols
Title: Manager

[*Signature Page to Amended & Restated Registration Rights Agreement*]

**Exhibit 10.8**

**EXECUTION VERSION**

December 22, 2020

Monocle Holdings Inc.
750 Lexington Avenue, Suite 1501
New York, NY 10022

Ladies and Gentlemen:

This letter agreement (this "Agreement") is entered into in connection with, and conditioned upon the consummation of the transactions contemplated by, that certain Amended and Restated Agreement and Plan of Merger (the "Merger Agreement") by and among Monocle Holdings Inc., a Delaware Corporation ("Newco"), Monocle Acquisition Corporation, a Delaware corporation ("Monocle"), Monocle Merger Sub 1 Inc., a Delaware corporation ('Merger Sub 1"), Monocle Merger Sub 2 LLC, a Delaware limited liability company ("Merger Sub 2"), AerSale Corp., a Delaware corporation ("AerSale") and solely in its capacity as the Holder Representative (as defined in the Merger Agreement), Leonard Green & Partners, L.P., a Delaware limited partnership, dated as of September 8, 2020. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Merger Agreement.

1. As a condition to the obligations of Newco, Monocle, Merger Sub 1, Merger Sub 2 and AerSale to consummate the Merger, the undersigned hereby agree that, from the date hereof until the earliest of: (a) the 180th day after the Closing Date, (b) the expiration of the Founder Shares Lock-up Period (as defined in that certain letter agreement, dated February 6, 2019, by and among Monocle, Monocle Partners, LLC, Cowen Investments II LLC and each of Monocle's officers, directors and director nominees (the "Insider Letter")) pursuant to Section 7(a)(B)(x) of the Insider Letter and (c) the date following such Closing Date on which Newco completes a liquidation, merger, stock exchange, reorganization or other similar transaction that results in all of Newco's stockholders having the right to exchange their shares of Newco Common Stock for cash, securities or other property (the period between the Closing Date and the earliest of clauses (a), (b) and (c), the "Lock-Up Period"), the undersigned will not: (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder (the "Exchange Act"), with respect to (v) the shares of Newco Common Stock received pursuant to the Merger Agreement, (w) Earnout Shares, to the extent any are received after the date hereof, (x) any outstanding share of Newco Common Stock or any other equity security (including the shares of Newco Common Stock issued or issuable upon the exercise of any other equity security) of Newco received by any of the parties hereto in connection with the transactions contemplated by the Merger Agreement; and (y) any other equity security of Newco issued or issuable with respect to any such share of Newco Common Stock by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or reorganization (such shares, collectively, the "Lock-up Shares"), (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any of the Lock-up Shares, in cash or otherwise, or (iii) publicly announce any intention to effect any transaction specified in clause (i) or (ii).

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2. The undersigned hereby (a) authorizes Newco during the Lock-Up Period to cause its transfer agent for the Lock-up Shares to decline to transfer, and to note stop transfer restrictions on the stock register and other records relating to, Lock-up Shares for which the undersigned is the record holder and, (b) in the case of Lock-up Shares for which the undersigned is the beneficial but not the record holder, agrees during the Lock-Up Period to cause the record holder to cause the relevant transfer agent to decline to transfer, and to note stop transfer restrictions on the stock register and other records relating to, such Lock-up Shares, in each case of clauses (a) and (b), if such transfer would constitute a violation or breach of this Agreement. Newco agrees to instruct its transfer agent to remove any stop transfer restrictions on the stock register and other records related to Lock-Up Shares promptly upon the expiration of the Lock-Up Period.

3. Notwithstanding the foregoing, the undersigned may sell or otherwise transfer Lock-up Shares during the undersigned's lifetime or on death (or, if the undersigned is not a natural person, during its existence) (i) if the undersigned is not a natural person, to its direct or indirect equity holders or to any of its other Affiliates, (ii) to the immediate family members (including spouses, significant others, lineal descendants and ascendants (including adopted and step children and parents of such person), brothers and sisters (including half-sibling and step-siblings) of the undersigned or the undersigned's spouse or siblings (collectively, "Family Members"), (iii) to a family trust, foundation or partnership established for the exclusive benefit of the undersigned, its equity holders or any of their respective Family Members, (iv) pursuant to a court order or settlement agreement related to the distribution of assets in connection with the dissolution of marriage or civil union; or (v) to a charitable foundation controlled by the undersigned, its equityholders or any of their respective Family Members; provided, however, that in each such case, any such sale or transfer shall be conditioned upon entry by such transferees into a written agreement, addressed to Newco, agreeing to be bound by these transfer restrictions and the other terms and conditions of this Agreement. For the avoidance of doubt, the undersigned shall retain all of its rights as a shareholder of Newco with respect to the Lock-up Shares during the Lock-Up Period, including without limitation the right to vote any Lock-Up Shares that are entitled to vote and the right to receive any dividends or distributions in respect of such Lock-Up Shares.

4. The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Agreement and that this Agreement constitutes the legal, valid and binding obligation of the undersigned, enforceable in accordance with its terms. Upon request, the undersigned will execute any additional documents reasonably necessary to give effect to the terms and conditions of this Agreement.

5. This Agreement constitutes the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersedes all prior understandings, agreements, or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof; provided, however, that the foregoing shall not affect the rights and obligations of the parties under the Merger Agreement or any documents related thereto, including the Amended and Restated Registration Rights Agreement. This Agreement may not be changed, amended, modified or waived as to any particular provision, except by a written instrument executed by all parties hereto.



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6. Subject to Section 3 hereof, no party hereto may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other party. Any purported assignment in violation of this paragraph shall be void and ineffectual and shall not operate to transfer or assign any interest or title to the purported assignee. This Agreement shall be binding upon and inure to the benefit of the undersigned and its successors and assigns. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile or .pdf copies hereof or signatures hereon shall, for all purposes, be deemed originals.

7. This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of laws of another jurisdiction.

8. Any Action based upon, arising out of or related to this Agreement or the transactions contemplated hereby may be brought in the Delaware

Chancery Court (or, if the Delaware Chancery Court shall be unavailable, any other court of the State of Delaware or, in the case of claims to which the federal courts have exclusive subject matter jurisdiction, any federal court of the United States of America sitting in the State of Delaware), and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such Action, waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, agrees that all claims in respect of the Action shall be heard and determined only in any such court, and agrees not to bring any Action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by Law or to commence legal proceedings or otherwise proceed against any other Party in any other jurisdiction, in each case, to enforce judgments obtained in any Action brought pursuant to this section. EACH OF THE PARTIES HERETO (AND IN THE CASE OF NEWCO, ON BEHALF OF ITSELF AND EACH OF NEWCO, MONOCLE, MERGER SUB 1 AND MERGER SUB 2) HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. Any notice, consent or request to be given in connection with any of the terms or provisions of this Agreement shall be completed in accordance with Section 5.1 of the Amended and Restated Registration Rights Agreement.

[*Signature on the following page*]



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Very truly yours,

**NEWCO:**

Monocle Holdings, Inc., a Delaware corporation

By: /s/ Eric Zahler
Name: Eric Zahler
Title: President

[*Signature Page to Lock-Up Agreement*]

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Accepted and Agreed:

**HOLDERS:**

GREEN EQUITY INVESTORS V, L.P.,
a Delaware limited partnership

By: GEI Capital V, LLC, its general partner

By: /s/ Jonathan A. Seiffer
Name: Jonathan A. Seiffer
Title: Senior Vice President

GREEN EQUITY INVESTORS SIDE V, L.P.,
a Delaware limited partnership

By: GEI Capital V, LLC, its general partner

By: /s/ Jonathan A. Seiffer
Name: Jonathan A. Seiffer
Title: Senior Vice President

LGP PARTS COINVEST LLC,
a Delaware limited liability company

By: GEI Capital V, LLC, its general partner

By: /s/ Jonathan A. Seiffer
Name: Jonathan A. Seiffer
Title: Senior Vice President

[*Signature Page to Lock-Up Agreement*]

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FLORIDA GROWTH FUND LLC,
a Delaware limited liability company

By: HL Florida Growth LLC, Manager

By: /s/ Anthony Donofrio
Name: Anthony Donofrio

Title: Authorized Signatory

ENAREY, LP,
a Nevada limited partnership

By: ENAREY, LLC

By: /s/ Nicolas Finazzo
Name: Nicolas Finazzo
Title: Manager

THOUGHTVALLEY LIMITED PARTNERSHIP,
a Nevada limited partnership

By: THOUGHTVALLEY, LLC

By: /s/ Robert B. Nichols
Name: Robert B. Nichols
Title: Manager

[*Signature Page to Lock-Up Agreement*]

**Exhibit 10.9**

**EXECUTION VERSION**

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (the "Agreement") is entered into and effective as of December 22, 2020 by and among Monocle Acquisition Corporation, a Delaware corporation ("Monocle"), Monocle Holdings Inc., a Delaware corporation ("NewCo"), and Continental Stock Transfer & Trust Company, a New York corporation ("Continental").

**WHEREAS**, Monocle and Continental have previously entered into a warrant agreement, dated as of February 6, 2019 (the "Warrant Agreement") governing the terms of Monocle's 17,250,000 outstanding warrants to purchase shares of common stock of Monocle (the "Monocle Warrants"); and

**WHEREAS**, Monocle has entered into an Amended and Restated Agreement and Plan of Merger, dated as of September 8, 2020 (the "Merger Agreement"), by and among Monocle, NewCo, Monocle Merger Sub 1 Inc., a Delaware corporation and a wholly-owned direct subsidiary of NewCo ("Merger Sub 1"), Monocle Merger Sub 2 LLC, a Delaware limited liability company and a wholly-owned indirect subsidiary of NewCo ("Merger Sub 2"), AerSale Corp., a Delaware corporation ("AerSale") and Leonard Green & Partners, L.P., a Delaware limited partnership, solely in its capacity as the Holder Representative, pursuant to which, among other things, upon the closing of the transactions contemplated by the Merger Agreement (the "Closing"), Merger Sub 1 will be merged with and into Monocle, with Monocle surviving the merger as a wholly-owned direct subsidiary of NewCo (the "First Merger"), and Merger Sub 2 will be merged with and into AerSale, with AerSale surviving the merger as a wholly-owned indirect subsidiary of NewCo (the "Second Merger");

**WHEREAS**, upon the effective time of the First Merger (the "First Merger Effective Time"), each share of Monocle common stock, par value $0.0001 per share ("Monocle Common Stock") that is issued and outstanding shall be converted into and become the right to receive one share of NewCo common stock, par value $0.0001 per share ("NewCo Common Stock");

**WHEREAS**, upon the First Merger Effective Time and pursuant to Section 4.4 of the Warrant Agreement, each Monocle Warrant that is outstanding and unexercised immediately prior to the First Merger Effective Time, shall thereupon be converted into and become the right to receive a warrant representing the right to acquire NewCo Common Stock, in the same form and on the same terms and conditions (including the same "Warrant Price" and number of shares of common stock subject to such warrant) as the Monocle Warrants;

**WHEREAS**, effective upon the Closing (as defined below), NewCo will be renamed "AerSale Corporation"; and

**WHEREAS**, as a result of the foregoing, the parties hereto wish for Monocle to assign to NewCo all of Monocle's rights and interests and obligations in and under the Warrant Agreement and for NewCo to accept such assignment, and assume all of Monocle's obligations thereunder, in each case, effective upon the Closing;

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**NOW**, **THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment and Assumption of Warrant Agreement . Monocle hereby assigns, and NewCo hereby agrees to accept and assume, effective as of the Closing, all of Monocle's rights, interests and obligations in, and under the Warrant Agreement and Monocle Warrants. Unless the context otherwise requires, from and after the Closing, any references in the Warrant Agreement to: (i) the "Company" shall mean NewCo; (ii) "Common Stock" shall mean NewCo Common Stock; and (iii) the "Board of Directors" or the "Board" or any committee thereof shall mean the board of directors of NewCo or any committee thereof.

2. Replacement Instruments. Following the Closing, each Monocle Warrant that is outstanding and unexercised immediately prior to the First Merger Effective Time (as defined in the Merger Agreement), shall thereupon be converted into and become the right to receive a NewCo Warrant and NewCo shall issue a new instrument for each such Monocle Warrant reflecting the adjustment to the terms and conditions described herein and in Section 4.4 of the Warrant Agreement.

3. Amendment to Warrant Agreement. To the extent required by this Agreement, the Warrant Agreement is hereby deemed amended pursuant to Section 9.8 thereof to reflect the subject matter contained herein, effective as of the Closing. Except as expressly amended herein, the Warrant Agreement shall remain in full force and effect and be enforceable against the parties thereto in accordance with its terms.

4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, as such laws are applied to contracts entered into and performed in such State without resort to that State's conflict-of-laws rules.

5. Counterpart. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement by email or exchange of facsimile copies bearing the facsimile signature of a party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party.

6. Successors and Assigns. All the covenants and provisions of this Agreement shall bind and inure to the benefit of each party's respective successors and assigns.

[*Signature Page Follows*]



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IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date and year first written above.

**MONOCLE ACQUISITION CORPORATION**

By: /s/ Eric J. Zahler
Name: Eric J. Zahler
Title: President and Chief Executive Officer

**MONOCLE HOLDINGS INC.**

By: /s/ Eric J. Zahler
Name: Eric J. Zahler
Title: President

**CONTINENTAL STOCK TRANSFER & TRUST COMPANY**

By: /s/ Ana Gois
Name: Ana Gois
Title: Vice President

[*Signature Page to Assignment and Assumption Agreement*]

**Exhibit 16.1**

December 22, 2020

Office of the Chief Accountant

Securities and Exchange Commission

100 F Street, NE

Washington, D.C. 20549

Ladies and Gentlemen:

We have read the statements of Aersale Corporation (the "Company") included under Item 4.01 of its Form 8-K dated December 22, 2020, and we agree with such statements, except that we are not in a position to agree or disagree with the Company's statements that the audit committee decided to engage Grant Thornton LLP to serve as the Company's new independent registered public accounting firm, and the statements made in paragraphs 5 under Item 4.01.

/s/ WithumSmith+Brown, PC

New York, New York

cc: Mr. Richard Townsend
Audit Chair
Aersale Corporation

**Exhibit 21.1**

**List of Subsidiaries**

| Name of Subsidiary | Jurisdiction of Formation |
| --- | --- |
| Monocle Acquisition Corporation | Delaware |
| AerSale Aviation, Inc. | Delaware |
| AerSale, Inc. | Florida |
| AerSale Component Solutions, Inc. | New Mexico |
| Avborne Accessory Group, Inc. | Delaware |
| Aircraft Composite Technologies, Inc. | Florida |
| Aircraft MSN 24125 Trust | Utah Trust |
| AerSale Aviation Limited | Ireland |
| AerSale 25362 Aviation Limited | Ireland |
| AerSale 25430 Aviation Limited | Ireland |
| AerSale 27043 Aviation Limited | Ireland |
| AerSale 27469 Aviation Limited | Ireland |
| AerSale 27910 Aviation Limited | Ireland |
| AerSale 28149 Aviation Limited | Ireland |
| AerSale Ireland 1 Limited | Ireland |
| Gables MSN 26343 Limited | Ireland |
| Coral Gables 1 Limited | Ireland |
| Coral Gables 2 Limited | Ireland |
| AerSale Labuan 1 Limited | Labuan (Malaysia) |
| Qwest Air Parts, Inc. | Florida |
| Q2 Aviation LLC | Tennessee |
| AerSale 23440 LLC | Delaware |
| AerSale 23441 LLC | Delaware |
| AerSale 23765 LLC | Delaware |
| AerSale 24423 LLC | Delaware |
| AerSale 25212 LLC | Delaware |
| AerSale 25260 LLC | Delaware |
| AerSale 25313 LLC | Delaware |
| AerSale 25314 LLC | Delaware |
| AerSale 25417 LLC | Delaware |
| AerSale 26342 LLC | Delaware |
| AerSale 26343 LLC | Delaware |
| AerSale 26346 LLC | Delaware |
| AerSale 27043 LLC | Delaware |
| AerSale 27469 LLC | Delaware |
| AerSale 27910 LLC | Delaware |
| AerSale 27094 LLC | Delaware |
| AerSale USA 1 LLC | Delaware |
| AerSale USA 2 LLC | Delaware |
| AerSale USA 2 Sub LLC | Delaware |

**Exhibit 99.1**

**AERSALE CORP. AND MONOCLE ACQUISITION CORPORATION ANNOUNCE CLOSING OF BUSINESS COMBINATION**

*AerSale Corporation to Trade Under Ticker "ASLE" on Nasdaq Beginning Wednesday, December 23, 2020*

**NEW YORK & CORAL GABLES, Fla. (December 22, 2020)** –AerSale Corp., an integrated, diversified global leader in aviation aftermarket products and services, and Monocle Acquisition Corp. ("Monocle") (NASDAQ: MNCL), a special purpose acquisition company, announced today that they have consummated their business combination ("Business Combination"). The Business Combination was approved by Monocle stockholders at a special meeting held on December 21, 2020. Beginning on December 23, 2020, the newly combined company, named AerSale Corporation ("AerSale"), will trade its common stock on the Nasdaq Capital Market under the ticker symbol "ASLE" and its warrants under "ASLEW".

Nicolas Finazzo, Chairman and Chief Executive Officer of AerSale, said, "We are pleased to mark this new chapter for AerSale. The transaction strengthens our financial position, and provides us with resources to further execute on our plans to expand our asset purchase program, extend our reach in passenger-to-freighter conversions and bring our innovative AerAware technology to market. Our decade-long relationship with our anchor investor Leonard Green & Partners will continue post-merger and becoming a public company will further strengthen our reputation as a market leader in aviation aftermarket solutions."

Headquartered in Coral Gables, Florida and with strategically located operating facilities, AerSale serves a growing global customer base. The Company's management team, averaging approximately 25 years of directly related multi-disciplined industry experience, has established customer relationships across major airlines, cargo operators, MRO shops, OEMs, government entities, and aircraft leasing companies. Supported by proprietary aircraft, engine and component pricing, utilization and transaction data, unique fleet analytics, and a highly structured opportunity identification and valuation process, AerSale's leadership has demonstrated financial success across economic cycles, and has well-positioned the Company to grow in the rapidly expanding commercial aviation aftermarket sector.

Eric Zahler, Chief Executive Officer and President of Monocle, said, "We are excited to see this merger successfully realized and congratulate AerSale on this milestone. We look forward to AerSale continuing to be the leader in the aviation aftermarket and we believe this transaction will provide significant opportunities to generate long-term shareholder value. The company is well positioned with a resilient business model and strong leadership team."

Monocle is being advised by PJT Partners; Cowen; Cadwalader, Wickersham & Taft LLP; Greenberg Traurig, LLP; and Alton Aviation Consultancy. AerSale is being advised by RBC Capital Markets; Harris Williams and Latham & Watkins LLP. ICR, LLC is serving as communications advisor to AerSale.



**About AerSale**

AerSale serves a diverse customer base operating large jets manufactured by Boeing, Airbus and McDonnell Douglas and is dedicated to providing integrated aftermarket services and products designed to help aircraft owners and operators to realize significant savings in the operation, maintenance and monetization of their aircraft, engines, and components. AerSale's offerings include: Aircraft & Component MRO, Aircraft and Engine Sales and Leasing, Used Serviceable Material sales, and internally developed 'Engineered Solutions' to enhance aircraft performance, operating economics and satisfy FAA mandates (e.g. AerSafe™, AerTrak™, and now AerAware™).

For more information, please visit www.aersale.com.

For AerSale press materials, including photos, please visit www.aersale.com/media-center

For investors, please visit ir.aersale.com.

**Forward Looking Statements**

This press release includes "forward-looking statements" within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. Monocle's and AerSale's actual results may differ from their expectations, estimates and projections and consequently, you should not rely on these forward looking statements as predictions of future events. Words such as "expect," "estimate," "project," "budget," "forecast," "anticipate," "intend," "plan," "may," "will," "could," "should," "believes," "predicts," "potential," "continue," and similar expressions are intended to identify such forward-looking statements. These forward-looking statements include, without limitation, Monocle's and AerSale's expectations with respect to future performance and anticipated financial impacts of the consummation of the transactions described in this press release (the "Business Combination"). These forward-looking statements involve significant risks and uncertainties that could cause the actual results to differ materially from the expected results. Most of these factors are outside Monocle's and AerSale's control and are difficult to predict. Factors that may cause such differences include, but are not limited to: (1) the impact of the COVID-19 pandemic on the aviation industry and the aviation aftermarket industry generally, and on AerSale's business in particular; (2) the outcome of any legal proceedings that may be instituted against Monocle and AerSale following the commencement of the Business Combination; (3) the inability to obtain or maintain the listing of the shares of common stock of the post-acquisition company on The Nasdaq Stock Market following the Business Combination; (4) the risk that the Business Combination disrupts current plans and operations as a result of the announcement and consummation of the Business Combination; (5) the ability to recognize the anticipated benefits of the Business Combination, which may be affected by, among other things, competition, the ability of the combined company to grow and manage growth profitably and retain its key employees; (6) costs related to the Business Combination; (7) changes in applicable laws or regulations; (8) the possibility that AerSale or the combined company may be adversely affected by other economic, business, and/or competitive factors; and (9) other risks and uncertainties indicated from time to time in the proxy statement/prospectus relating to the Business Combination, including those under "Risk Factors" therein, and in Monocle's other filings with the SEC. Monocle cautions that the foregoing list of factors is not exclusive. Monocle further cautions readers not to place undue reliance upon any forward-looking statements, which speak only as of the date made. Monocle does not undertake to release publicly any updates or revisions to any forward-looking statements to reflect any change in its expectations or any change in events, conditions or circumstances on which any such statement is based unless required to do so under applicable law.



**Contacts**

Media Contacts:

For more information about AerSale, please visit our website: http://www.AerSale.com

AerSale Investor Contact:
Mike Callahan / Tom Cook

AerSaleIR@icrinc.com

For Monocle Acquisition Corporation:
Mark Semer
Kekst CNC
(212) 521-4800

**Exhibit 99.4**

# AerSale Corp.
## PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS

| ASSETS | | AerSale Corp. Balance Sheet as of September 30, 2020 | Monocle Acquisition Corp. Balance Sheet as of September 30, 2020 | | Pro Forma Adjustments | September 30, 2020 Pro forma Combined |
|---|---|---|---|---|---|---|
| Current assets: | | | | | | |
| Cash and cash equivalents | $ | 17,369,878 | 96,288 | [A] | 177,053,371 | 65,871,295 |
| | | | | [B] | 60,500,000 | |
| | | | | [C] | (165,768,236) | |
| | | | | [D] | (2,677,160) | |
| | | | | [D] | (7,631,765) | |
| | | | | [E] | (13,071,081) | |
| Accounts receivable, net | | 38,957,481 | | | | 38,957,481 |
| Inventory: | | | | | | |
| Aircraft, airframes, engines, and parts | | 69,112,736 | | | | 69,112,736 |
| Advance vendor payments | | 10,530,062 | | | | 10,530,062 |
| Deposits, prepaid expenses, and other current assets | | 7,129,485 | 136,873 | [D] | (136,873) | 7,129,485 |
| Due from related party | | 830,369 | | | | 830,369 |
| Total current assets | | 143,930,011 | 233,161 | | 48,268,256 | 192,431,428 |
| Fixed assets: | | | | | | |
| Aircraft and engines held for lease, net | | 85,959,095 | | | | 85,959,095 |
| Property and equipment, net | | 7,838,606 | | | | 7,838,606 |
| Inventory: | | | | | | |
| Aircraft, airframes, engines, and parts | | 44,724,078 | | | | 44,724,078 |
| Deferred income tax asset, net | | 3,413,572 | | | | 3,413,572 |
| Deferred financing costs, net | | 534,616 | | | | 534,616 |
| Deferred customer incentives and other assets, net | | 270,782 | | | | 270,782 |
| Goodwill | | 19,860,168 | | | | 19,860,168 |
| Intangible asset | | 28,899,377 | | | | 28,899,377 |
| Due from related party | | 5,449,739 | | | | 5,449,739 |
| Cash and marketable securities held in Trust Account | | - | 177,053,371 | [A] | (177,053,371) | - |
| Total assets | $ | 340,880,044 | 177,286,532 | | (128,785,115) | 389,381,461 |
| LIABILITIES, MEZZANINE EQUITY AND STOCKHOLDERS' EQUITY | | | | | | |
| Current Liabilities: | | | | | | |
| Accounts payable | | 15,751,468 | | | | 15,751,468 |
| Accrued expenses | | 8,812,043 | 677,106 | [D] | (677,106) | 6,875,116 |
| | | | | [D] | (2,136,927) | |
| | | | | [D] | 200,000 | |
| Promissory note - related party | | - | 150,000 | [D] | (150,000) | - |
| Lessee and customer purchase deposits | | 2,756,987 | | | | 2,756,987 |
| Deferred revenue | | 5,554,252 | | | | 5,554,252 |
| Total current liabilities | $ | 32,874,750 | 827,106 | | (2,764,033) | 30,937,823 |
| Long-term lease deposits | | 1,144,771 | | | | 1,144,771 |
| Maintenance deposit payments and other liabilities | | 5,034,469 | | | | 5,034,469 |
| COMMITMENTS AND CONTINGENCIES | | | | | | |
| Common stock subject to possible redemption | | - | 171,459,418 | [F] | (171,459,418) | - |
| STOCKHOLDERS' EQUITY: | | | | | | |
| Preferred stock | | 2,000 | | [G] | (2,000) | - |
| NewCo common stock | | - | - | [L] | 4,105 | 4,105 |
| NewCo additional paid-in capital | | - | - | [H] | 243,218,738 | 293,655,477 |
| | | | | [I] | 500 | |
| | | | | [G] | 2,000 | |
| | | | | [J] | 530 | |
| | | | | [H] | 4,225,951 | |
| | | | | [K] | 773,527 | |
| | | | | [F] | 171,459,418 | |
| | | | | [C] | (165,768,236) | |
| | | | | [B] | 60,500,000 | |
| | | | | [D] | 150,000 | |
| | | | | [D] | (200,000) | |
| | | | | [E] | (13,071,081) | |
| | | | | [D] | (7,631,765) | |
| | | | | [L] | (4,105) | |
| Common stock | | 500 | 530 | [I] | (500) | - |
| | | | | [J] | (530) | |
| Additional paid-in capital | | 243,218,738 | 4,225,951 | [H] | (243,218,738) | - |
| | | | | [H] | (4,225,951) | |
| Retained earnings | | 58,604,816 | 773,527 | [K] | (773,527) | 58,604,816 |
| Total stockholders' equity | | 301,826,054 | 5,000,008 | | 45,438,336 | 352,264,398 |
| TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY | $ | 340,880,044 | 177,286,532 | | (128,785,115) | 389,381,461 |

[A] Reflects the reclassification of cash and cash equivalents outside the Trust Account that becomes available in connection with the Business Combination.

[B] Reflects $60.5 million cash proceeds in consideration for 7.6125 million common shares issued to Common Equity Investors.

[C] Reflects the withdrawal of funds from the Trust Account and cash on hand to fund redemption of 16,153,589 shares of Monocle Common Stock at approximately $10.262 per share.

[D] Reflects adjustments related to the payment of transaction expenses, including, but not limited to, promissory note, advisory fees, legal fees and registration fees. This adjustment includes a reduction to accrued expenses or prepaid expenses for any previously incurred or prepaid transaction costs that are in connection with the consummation of the Business Combination, and netted with the total Closing costs. Similarly, included in this adjustment, is the addition to accrued expenses for transactions costs to be paid post Business Combination by NewCo.

[E] Reflects $13.1 million Aggregate Cash Consideration to be paid to existing AerSale Stockholders and SAR Holders in exchange for their ownership shares of AerSale.

[F] Reflects the reclassification of Monocle Common Stock subject to possible redemption to permanent equity.

[G] Represents the re-capitalization of shares of AerSale Preferred Stock to NewCo additional paid-in capital.

[H] Represents the classification of additional paid-in capital to NewCo additional paid-in capital.

[I] Represents the re-capitalization of shares of AerSale Common Stock to NewCo additional paid-in capital.

[J] Reflects the re-capitalization of Monocle Common Stock to NewCo additional paid-in capital.

[K] Reflects the re-capitalization of Monocle's retained earnings to NewCo additional paid-in capital.

[L] Reflects the classification of NewCo common stock at par value $0.0001 per share.



**AerSale Corp.**
**PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS**

| | AerSale Corp. Statement of Operations For the nine months ended September 30, 2020 Unaudited | Monocle Acquisition Corp. Statement of Operations For the nine months ended September 30, 2020 Unaudited | | Pro Forma Adjustments | Condensed Combined Statement of Operations For the nine months ended September 30, 2020 |
|---|---|---|---|---|---|
| Revenue: | | | | | |
| Products | 37,726,383 | | | | 37,726,383 |
| Leasing | 47,637,093 | | | | 47,637,093 |
| Services | 74,192,768 | | | | 74,192,768 |
| Total net revenue | 159,556,244 | | | | 159,556,244 |
| Cost of sales and operating expenses: | | | | | |
| Cost of products | 41,206,646 | | | | 41,206,646 |
| Cost of leasing | 21,315,784 | | | | 21,315,784 |
| Cost of services | 57,369,877 | | | | 57,369,877 |
| Total cost of sales | 119,892,307 | | | | 119,892,307 |
| Gross profit | 39,663,937 | | | | 39,663,937 |
| Selling, general, and administrative expenses | 40,614,124 | 226,480 | [AA] | (226,480) | 40,614,124 |
| CARES Act proceeds | (12,692,702) | | | | (12,692,702) |
| Transaction expenses | 433,681 | | [BB] | (433,681) | - |
| Income (loss) from operations | 11,308,834 | (226,480) | | 660,161 | 11,742,515 |
| Other income (expenses): | | | | | |
| Interest income (expense), net | (1,306,977) | 16,021 | [AA] | (16,021) | (1,306,977) |
| Other income, net | 358,137 | | | | 358,137 |
| Total other (expenses) income | (948,840) | 16,021 | | (16,021) | (948,840) |
| Income (loss) from operations before income tax provision | 10,359,994 | (210,459) | | 644,140 | 10,793,675 |
| Income tax (expense) benefit | (2,519,305) | 7,136 | | (155,702) | (2,667,871) |
| Net income (loss) | 7,840,689 | (203,323) | | 488,438 | 8,125,804 |
| Dividends attributable to preferred stockholders | 18,582,068 | - | [CC] | (18,582,068) | - |
| Net (loss) income from operations attributable to AerSale Corp. common shareholders | (10,741,379) | (203,323) | | 19,070,506 | 8,125,804 |
| (Loss) earnings per share - basic and diluted: | | | | | |
| Net (loss) earnings per share from operations | (214.83) | (0.04) | [DD] | | 0.20 |

**Notes**:

[AA] Reflects the elimination of Monocle's historical operation costs and interest income on the trust account and related tax impact that would not have been incurred had the Business Combination been consummated on January 1, 2019. The effective tax rate assumed for both Monocle and AerSale is 24.2%. Operating expenses during 2020 not related to the Business Combination were insignificant.

[BB] Elimination of transaction expenses related to the Business Combination incurred in the period ended September 30, 2020.

[CC] Reflects the elimination of the Dividends from the AerSale Preferred Stock.

[DD] Represents 41,046,216 weighted average shares comprised of 1,096,411 shares currently owned by Monocle public stockholders, 1,592,188 shares currently owned by Initial Stockholders and Cowen plus 30,382,680 shares to be issued to existing AerSale shareholders, 7,612,500 shares to be issued to PIPE investors and 362,437 shares to be issued to advisors. All shares are assumed to have been issued on January 1, 2019.



**AerSale Corp.**
**PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS**

| | AerSale Corp. Statement of Operations For the year ended December 31, 2019 | Monocle Acquisition Corp. Statement of Operations For the year ended December 31, 2019 | | Pro Forma Adjustments | Condensed Combined Statement of Operations For the year ended December 31, 2019 |
|---|---|---|---|---|---|
| Revenue: | | | | | |
| Products | 170,566,047 | | | | 170,566,047 |
| Leasing | 64,245,884 | | | | 64,245,884 |
| Services | 69,389,272 | | | | 69,389,272 |
| Total net revenue | 304,201,203 | | | | 304,201,203 |
| Cost of sales and operating expenses: | | | | | |
| Cost of products | 131,671,553 | | | | 131,671,553 |
| Cost of leasing | 29,217,035 | | | | 29,217,035 |
| Cost of services | 58,263,856 | | | | 58,263,856 |
| Total cost of sales | 219,152,444 | | | | 219,152,444 |
| Gross profit | 85,048,759 | | | | 85,048,759 |
| Selling, general, and administrative expenses | 59,813,607 | 1,573,512 | [AA] | (1,573,512) | 59,813,607 |
| Transaction expenses | 3,176,797 | | [BB] | (3,176,797) | |
| Income (loss) from operations | 22,058,355 | (1,573,512) | | 4,750,309 | 25,235,152 |
| Other income (expenses): | | | | | |
| Interest income (expense), net | (3,006,663) | 3,164,817 | [AA] | (3,164,817) | (3,006,663) |
| Other income (expenses), net | 611,109 | | | | 611,109 |
| Total other (expenses) income | (2,395,554) | 3,164,817 | | (3,164,817) | (2,395,554) |
| Income from operations before income tax provision | 19,662,801 | 1,591,305 | | 1,585,492 | 22,839,598 |
| Income tax (expense) | (4,163,663) | (627,795) | | (383,245) | (5,174,703) |
| Net income | 15,499,138 | 963,510 | | 1,202,247 | 17,664,895 |
| Dividends attributable to preferred stockholders | 34,632,836 | - | [CC] | (34,632,836) | - |
| Net (loss) income from operations attributable to AerSale Corp. common shareholders | (19,133,698) | 963,510 | | 35,835,083 | 17,664,895 |
| (Loss) earnings per share - basic and diluted: | | | | | |
| Net (loss) earnings per share from operations | (382.67) | (0.28) | [DD] | | 0.43 |

**Notes**:

[AA] Reflects the elimination of Monocle's historical operation costs and interest income on the trust account and related tax impact that would not have been incurred had the Business Combination been consummated on January 1, 2019. The effective tax rate assumed for both Monocle and AerSale is 24.2%. Operating expenses during 2019 not related to the Business Combination were insignificant.

[BB] Elimination of transaction expenses related to the Business Combination incurred in the year ended December 31, 2019.

[CC] Reflects the elimination of the Dividends from the AerSale Preferred Stock.

[DD] Represents 41,046,216 weighted average shares comprised of 1,096,411 shares currently owned by Monocle public stockholders, 1,592,188 shares currently owned by Initial Stockholders and Cowen plus 30,382,680 shares to be issued to existing AerSale shareholders, 7,612,500 shares to be issued to PIPE investors and 362,437 shares to be issued to advisors. All shares are assumed to have been issued on January 1, 2019.



**Capitalization Table**

| | September 30, 2020 | | |
|---|---|---|---|
| | Historical | | Pro Forma |
| | Monocle | AerSale | Combined |

| | | | |
|---|---|---|---|
| Cash and cash equivalents | 96,288 | 17,369,878 | 65,871,295 |
| Investment held in trust | 177,053,371 | - | - |
| | 177,149,659 | 17,369,878 | 65,871,295 |
| | | | |
| Monocle Common Stock, subject to possible redemption | 171,459,418 | - | - |
| AerSale Preferred Stock | - | 2,000 | - |
| Stockholders' equity | 5,000,008 | 301,824,054 | 352,264,398 |
| Total capitalization | 176,459,426 | 301,826,054 | 352,264,398 |



**Historical Comparative Share Information**

| | Monocle Year Ended December 31, 2019 | Monocle Nine Months Ended September 30, 2020 | AerSale Year Ended December 31, 2019 | AerSale Nine Months Ended September 30, 2020 | Pro Forma Combined Nine Months Ended September 30, 2020 |
|---|---|---|---|---|---|
| Book value per share [(1)] | $ 1.01 | $ 0.99 | $ 5,879.71 | $ 6,036.52 | $ 8.58 |
| Basic and diluted net income (loss) per share | $ (0.28) | $ (0.04) | $ (383.00) | $ (214.83) | $ 0.20 |
| Cash dividends per share | $ 0 | $ 0 | n/a | n/a | n/a |

(1) Book value per share = Total equity/shares outstanding. For the pro forma combined book value per share, total equity does not include the Unvested Founder Shares and is derived using 41,046,216 shares.