

**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): March 14, 2025

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

Delaware
(State or Other Jurisdiction of
Incorporation)

001-38801
(Commission File Number)

84-3976002
(IRS Employer Identification
Number)

9850 NW 41st St., Suite 400
Doral, Florida 33178
(Address of principal executive offices)

Registrant's telephone number, including area code:
(305) 764-3245

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrants under any of the following provisions ~~see~~ General Instruction A.2. below):

- ☐ 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 Capital Market

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

Emerging growth company ☒

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

Item 1.01. Entry into a Material Definitive Agreement.

On March 14, 2025, AerSale Corporation (the "Company") entered into a share repurchase agreement (the "Share Repurchase Agreement") with Green Equity Investors CF, L.P., Green Equity Investors Side CF, L.P., LGP Associates CF, LLC and Florida Growth Fund LLC (the "Selling Stockholders") pursuant to which the Company agreed to repurchase, directly from the Selling Stockholders, 6,428,571 shares of the Company's common stock, par value \$0.0001 per share (the "Common Stock") at a price per share of \$7.00 (such repurchase, the "Share Repurchase"). The closing of the Share Repurchase is expected to occur on March 18, 2025.

On March 14, 2025, the Company and certain of its subsidiaries entered into the Sixth Amendment to Amended and Restated Credit Agreement (the "Amendment"), by and among the Company, the other guarantors party thereto, Wells Fargo, National Association, as administrative agent and each lender and other party from time to time party thereto, pursuant to which, amongst other things, the Lenders consented to the Share Repurchase.

The description of the Share Repurchase Agreement and the Amendment are qualified in their entirety by the terms of the Share Repurchase Agreement and the Amendment, which are incorporated herein by reference and attached to this report as Exhibits 1.1 and 1.2.

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

On March 14, 2025, Jonathan Seiffer resigned from the board of directors of the Company effective immediately. Mr. Seiffer's decision to retire was not the result of any disagreement with the Company or the board of director or management on any matter relating to the Company's operations, policies or practices.

Item 7.01. Regulation FD Disclosure.

On March 17, 2025, the Company issued a press release announcing the Repurchase, the Amendment and Mr. Seiffer's resignations from the board of directors of the Company. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
<u>1.1</u>	<u>Share Repurchase Agreement, dated March 14, 2025, by and among the Company and the Selling Stockholders.</u>
<u>1.2</u>	<u>Sixth Amendment to Amended and Restated Credit Agreement, dated March 14, 2025, by and among the Company, the other guarantors party thereto, Wells Fargo, National Association, as administrative agent and each lender and other party from time to time party thereto</u>
<u>99.1</u>	<u>Press release of the Company, dated March 17, 2025.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

Date: March 17, 2025

By: /s/ James Fry

Name: James Fry

Title: Executive Vice President, General Counsel & Corporate Secretary

SHARE REPURCHASE AGREEMENT

March 14, 2025

By and among

AERSALE CORPORATION

and

GREEN EQUITY INVESTORS CF, L.P.

GREEN EQUITY INVESTORS SIDE CF, L.P.

LGP ASSOCIATES CF, LLC

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SHARE REPURCHASE AGREEMENT

THIS SHARE REPURCHASE AGREEMENT (this “Agreement”) is made and entered into as of March 14, 2025,

BY AND AMONG:

- (1) **AERSALE CORPORATION**, a Delaware corporation (the “Company”); and
- (2) **GREEN EQUITY INVESTORS CF, L.P.**, a Delaware limited partnership (“Green Equity”);
- (3) **GREEN EQUITY INVESTORS SIDE CF, L.P.**, a Delaware limited partnership (“Green Equity Side”); and
- (4) **LGP ASSOCIATES CF, LLC**, a Delaware limited liability company (“LGP Associates” and, together with Green Equity and Green Equity Side, the “Selling Stockholders,” or each, a “Selling Stockholder”).

WHEREAS:

- (A) The Selling Stockholders own an aggregate of 9,569,821 shares of common stock, par value \$0.0001 per share, of the Company (the “Common Stock”); and
- (B) The Company and the Selling Stockholders propose to enter into a transaction (the “Repurchase Transaction”) whereby the Selling Stockholders shall sell to the Company and the Company shall purchase from the Selling Stockholders an aggregate of 6,428,571 shares of Common Stock (the “Repurchase Shares”) at the Per Share Repurchase Price (as defined below).

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. REPURCHASE

1.1 Repurchase of Shares

Each Selling Stockholder shall sell to the Company, and the Company shall purchase from each Selling Stockholder, the respective number of Repurchase Shares set forth opposite the names of the Selling Stockholders in Schedule A hereto, under the terms and subject to the conditions hereof and in reliance upon the representations, warranties and agreements contained herein, at the Closing (as defined below), at a per share price equal to \$7.00 (the “Per Share Repurchase Price”).

1.2 Closing

- (a) The closing of the Repurchase Transaction (the “Closing”) shall take place via the electronic exchange of documents and signature pages at 10:00 a.m. on March 18, 2025 (the “Closing Date”) or at such other time, date or place as the Selling Stockholders and the Company may agree in writing.
- (b) At the Closing, each Selling Stockholder shall deliver to the Company the respective number of Repurchase Shares set forth opposite the name of such Selling Stockholder in Schedule A hereto, duly endorsed for transfer to the Company, or as instructed by the Company, and the Company agrees to deliver to each Selling Stockholder a dollar amount equal to the product of the Per Share Repurchase Price and the number of Repurchase Shares sold by such Selling Stockholder by wire transfer of immediately available funds.

2. REPRESENTATIONS AND WARRANTIES OF THE SELLING STOCKHOLDERS

Each Selling Stockholder severally and not jointly represents and warrants to the Company as follows:

(a) Title to Repurchase Shares

Such Selling Stockholder has good and valid title to the Repurchase Shares to be sold at the Closing Date by such Selling Stockholder, free and clear of all liens, encumbrances, equities or adverse claims. Such Selling Stockholder will have, immediately prior to the Closing, good and valid title to the Repurchase Shares to be sold at the Closing Date by such Selling Stockholder, free and clear of all liens, encumbrances, equities or adverse claims; and, upon delivery of such Repurchase Shares and payment therefor pursuant hereto, good and valid title to such Repurchase Shares, free and clear of all liens, encumbrances, equities or adverse claims, will pass to the Company.

(b) Required Consents; Authority

Except as would not impair in any material respect the ability of such Selling Stockholder to consummate its obligations hereunder, all consents, approvals, authorizations, orders and qualifications necessary for the execution, delivery and performance by such Selling Stockholder of this Agreement, and for the sale and delivery of the Repurchase Shares to be sold by such Selling Stockholder hereunder, have been obtained; and such Selling Stockholder has full right, power and authority to enter into, execute and deliver this Agreement and to sell, assign, transfer and deliver the Repurchase Shares to be sold by such Selling Stockholder hereunder; this Agreement has been duly authorized, executed and delivered by or on behalf of such Selling Stockholder.

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(c) Receipt of Information

Such Selling Stockholder has received all the information it considers necessary or appropriate for deciding whether to consummate the Repurchase Transaction on the terms provided by this Agreement. Such Selling Stockholder has had an opportunity to ask questions of and to receive answers from, the Company concerning the Company, the Repurchase Shares and the transactions described in this Agreement. Such Selling Stockholder has had the opportunity to discuss with its tax advisors the consequences of the transactions described in this Agreement. Such Selling Stockholder has not received, nor is it relying on, any representations or warranties from the Company other than as provided herein, and the Company hereby disclaims any other express or implied representations or warranties with respect to itself.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Selling Stockholders as follows:

(a) Authority Relative to this Agreement

Except as would not impair in any material respect the ability of the Company to consummate its obligations hereunder, the Company has full corporate power and authority, and has obtained all approvals and consents required to enter into, to execute and deliver this Agreement and to perform its obligations hereunder; and all action required to be taken for the due and proper authorization, execution and delivery by it of this Agreement and the consummation by it of the transactions contemplated hereby has been duly and validly taken.

(b) Approvals

Except as would not impair in any material respect the ability of the Company to consummate its obligations hereunder, no consent, approval, authorization, order, registration or qualification of or with any court or arbitrator or governmental or regulatory authority is required for the execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated by this Agreement.

4. TAX TREATMENT

The Selling Stockholders and the Company agree to treat the Repurchase Transaction as “substantially disproportionate” with respect to each of the Selling Stockholders for purposes of Section 302(b)(2) of the Internal Revenue Code of 1986, as amended. The Selling Stockholders and the Company agree to file all relevant tax returns consistent with such tax treatment except upon a contrary final determination by an applicable taxing authority.

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5. MISCELLANEOUS

5.1 Termination

This Agreement may be terminated at any time by the mutual written consent of each of the parties hereto.

5.2 Savings Clause

No provision of this Agreement shall be construed to require any party or its affiliates to take any action that would violate any applicable law (whether statutory or common), rule or regulation.

5.3 Amendment and Waiver

This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. Any party may waive in whole or in part any benefit or right provided to it under this Agreement, such waiver being effective only if set forth in a writing executed by such party (and by the Company, in the case of any waiver by the Selling Stockholder). No course of dealing between or among any persons having any interest in this Agreement will be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any party under or by reason of this Agreement. The failure of any party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

5.4 Severability

If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect.

5.5 Entire Agreement

Except as otherwise expressly set forth herein, this Agreement, together with the agreements and other documents and instruments referred to herein or therein or annexed hereto and executed contemporaneously herewith, embody the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, that may have related to the subject matter hereof in any way.

5.6 Successors and Assigns

Neither this Agreement nor any of the rights or obligations of any party under this Agreement shall be assigned, in whole or in part by any party without the prior written consent of the other parties.

5.7 No Third Party Beneficiaries

No person other than the parties hereto shall have any rights or benefits under this Agreement, and nothing in this Agreement is intended to, or will, confer on any person other than the parties hereto any rights, benefits or remedies.

5.8 No Broker

Except as previously disclosed to each other party in writing, no party has engaged any third party as broker or finder or incurred or become obligated to pay any broker's commission or finder's fee in connection with the transactions contemplated by this Agreement. Except as previously disclosed to each other party in writing, no party has engaged any third party as broker or finder or incurred or become obligated to pay any broker's commission or finder's fee in connection with the transactions contemplated by this Agreement.

5.9 Counterparts

This Agreement may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

5.10 Notices

All notices and other communications to any party hereunder shall be in writing (including facsimile transmission and e-mail transmission, so long as a receipt of such e-mail is requested and received) and shall be given,

If to Company:

AerSale Corporation
9850 NW 41st St.
Suite 400
Doral, FL 33178
Attn: James Fry, Executive Vice President, General Counsel and Corporate Secretary
Email: james.fry@aersale.com

If to Selling Stockholders:

Leonard Green & Partners, L.P.,
11111 Santa Monica Boulevard, Suite 2000
Los Angeles, California 90025
Attn: Michael Kirton
Email: kirton@leonardgreen.com

5.11 Governing Law; Consent to Jurisdiction

This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in such state.

5.12 Interpretation

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision

of this Agreement, and Article and Section references are to this Agreement unless otherwise specified. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” “Business Day” means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by law to be closed in New York, New York.

[Signature Pages Follow]

SIGNATORIES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first set forth above.

AERSALE CORPORATION

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

[Signature page to Share Repurchase Agreement]

GREEN EQUITY INVESTORS CF, L.P.

By: GEI Capital CF, LLC, its general partner

By: /s/ Jonathan Seiffer
Name: Jonathan Seiffer
Title: General Partner

GREEN EQUITY INVESTORS SIDE CF, L.P.

By: GEI Capital CF, LLC, its general partner

By: /s/ Jonathan Seiffer
Name: Jonathan Seiffer
Title: General Partner

LGP ASSOCIATES CF, LLC

By: Peridot Coinvest Manager LLC, its manager

By: /s/ Jonathan Seiffer
Name: Jonathan Seiffer
Title: General Partner

[Signature page to Share Repurchase Agreement]

SCHEDULE A

Selling Stockholders		Number of Repurchase Shares to be Sold
Green Equity Investors CF, L.P.		4,736,965
Green Equity Investors Side CF, L.P.		1,690,670
LGP Associates CF, LLC		936
Total		6,428,571

AMENDMENT No. 6 dated as of March 14, 2025 (this “**Amendment**”) to the Amended and Restated Credit Agreement dated as of July 20, 2018 (as amended, modified or otherwise supplemented through the date hereof, the “**Credit Agreement**”), by and among AERSALE, INC., a Florida corporation, AERSALE USA 1 LLC, a Delaware limited liability company, AERSALE COMPONENT SOLUTIONS, INC., a New Mexico corporation, AERSALE AVIATION LIMITED, an Irish private company limited by shares, AERSALE 27469 AVIATION LIMITED, an Irish private company limited by shares, AERSALE 27910 AVIATION LIMITED, an Irish private company limited by shares, CORAL GABLES 1 LIMITED, an Irish private company limited by shares, CORAL GABLES 2 LIMITED, an Irish private company limited by shares, AVBORNE ACCESSORY GROUP, INC., a Delaware corporation, AERSALE USA 2 SUB LLC, a Delaware limited liability company, QWEST AIR PARTS, LLC, a Florida limited liability company, Q2 AVIATION LLC, a Tennessee limited liability company, AIRCRAFT COMPOSITE TECHNOLOGIES, INC., a Florida corporation, and AERSALE IRELAND 1 LIMITED, an Irish private company limited by shares (each a “**Borrower**” and collectively, the “**Borrowers**”), AERSALE AVIATION INC., a Delaware corporation formerly known as AerSale Corp. (“**AerSale Aviation**”), AERSALE CORPORATION, a Delaware corporation (“**AerSale Corporation**”) and MONOCLE PARENT LLC, a Delaware limited liability company (“**Monocle Parent**” and together with AerSale Aviation and AerSale Corporation, each a “**Parent Company**” and collectively, the “**Parent Companies**”; the Parent Companies together with the Borrowers are referred to herein as the “**Loan Parties**” and each a “**Loan Party**”), the Lenders signatory hereto, and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent and Lender (the “**Agent**”). Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed thereto in the Credit Agreement.

RECITALS

WHEREAS, the Borrowers, Parent Companies, Agent and the Lenders signatory thereto are parties to the Credit Agreement;

WHEREAS, the Loan Parties have informed Agent and Lenders of Borrowers’ intention to repurchase a portion of the Equity Interests of AerSale Corporation from Leonard Green & Partners, LLP (the “**Repurchase Transaction**”), which action constitutes a “Restricted Payment” and is restricted under Section 6.7 of the Credit Agreement;

WHEREAS, the Loan Parties have requested a portion of the Repurchase Transaction in an amount not to exceed \$45,000,000 (the “**Second Specified Restricted Payment**”) to be excluded from the Fixed Charge Coverage Ratio;

WHEREAS, the Loan Parties have requested that the Agent and the Lenders enter into this Amendment to (i) provide their limited consent with respect to the Second Specified Restricted Payment, notwithstanding any failure to comply with Section 6.7 of the Credit Agreement and (ii) make certain amendments to the Credit Agreement as set forth herein;

WHEREAS, for the amendments contemplated in this Amendment to be effective, Section 14.1(a) of the Credit Agreement requires the consent of the Required Lenders;

WHEREAS, the Lenders signatory hereto constitute the Required Lenders under the Credit Agreement;

WHEREAS, subject to the terms and conditions set forth herein, Agent and the Required Lenders are willing to (i) consent to the Second Specified Restricted Payment, notwithstanding any failure to comply with Section 6.7 of the Credit Agreement and (ii) make certain amendments to the Credit Agreement on the terms and subject to the conditions set forth herein; and

WHEREAS, the Loan Parties are entering into this Amendment with the understanding and agreement that, except as specifically provided herein, none of Agent’s or any Lender’s rights or remedies as set forth in the Credit Agreement or any Loan Document is being waived or modified by the terms of this Amendment.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound agree as follows:

Section 1: **Limited Consent and No Waiver**. Subject to the satisfaction of the conditions set forth in Section 5 below and the immediately succeeding conditions, the Agent and the Lenders hereby consent to the Second Specified Restricted Payment and, solely with respect to the Second Specified Restricted Payment, hereby waive compliance by Borrowers with Section 6.7 of the Credit Agreement, so long as:

- (i) the total amount of the Second Specified Restricted Payment shall not exceed \$45,000,000; and
- (ii) the Second Specified Restricted Payment shall have occurred within ninety (90) days of the date hereof.

Section 2: **Amendments to Credit Agreement**.

- (i) The definition of “Fixed Charge Coverage Ratio” is hereby amended and restated in its entirety:

““**Fixed Charge Coverage Ratio**” means, with respect to any fiscal period and with respect to Parent determined on a consolidated basis in accordance with GAAP, the ratio of (a) (i) the sum of (A) EBITDA for such period *plus* (B) Curative Equity *minus* (ii) Unfinanced Capital Expenditures made (to the extent not already incurred in a prior period) or incurred during such period; *provided* that for purposes of calculating the Fixed Charge Coverage Ratio for the quarters ending June 30, 2023, September 30, 2023, December 31, 2023 and March 31, 2024, \$8,500,000 drawn on the Synovus Facility as of June 30, 2023 shall be excluded from Unfinanced Capital Expenditures for such quarter, to (b) (i) Fixed Charges for such period *plus* (ii) all Restricted Payments, other than (x) the Specified Restricted Payment, (y) the Second Specified Restricted Payment and (z) Restricted Payments permitted pursuant to clauses (a) through (g) of Section 6.7 of this Agreement, paid (whether in cash or other property, other than common Equity Interests) during such period *plus* (iii) all federal, state, and local income Taxes (except for (i) any such Taxes paid in connection with the Specified Insurance Proceeds and (ii) all excise Taxes paid in connection with the Repurchase Transaction) paid in cash during such period. For the purposes of calculating Fixed Charge Coverage Ratio for any Reference Period, if at any time during such Reference Period (and after the Closing Date), any Loan Party or any of its Subsidiaries shall have made a Permitted Acquisition, Fixed Charges and Unfinanced Capital Expenditures for such Reference Period shall be calculated after giving *pro forma* effect thereto or in such other manner acceptable to Agent as if any such Permitted Acquisition occurred on the first day of such Reference Period.”

- (ii) The following definitions are hereby added to Section 1 of the Credit Agreement in the appropriate alphabetical position:

“Repurchase Transaction” means that certain repurchase by the Borrowers, in a public or private transaction, of a portion of the Equity Interests of Parent from Leonard Green & Partners, LLP, which shall be consummated in calendar year 2025.”

“Second Specified Restricted Payment” means that certain portion of the Repurchase Transaction in an amount not to exceed \$45,000,000, which shall occur within ninety (90) days of the Sixth Amendment Effective Date.”

“Sixth Amendment Effective Date” means March 14, 2025.”

“Specified Insurance Proceeds” means the insurance proceeds received by AerSale in connection with the insurance claim filed by AerSale for the loss of assets constituting Collateral that were destroyed in a fire at AerSale’s facility located in Roswell, New Mexico in April 2024.”

(iii) Article 7 of the Credit Agreement is hereby amended by adding a new Section 7.2 to read in its entirety as follows:

7.2 **Excess Availability.** Cause to be maintained at all times Excess Availability of not less than \$15,000,000 from and after the Sixth Amendment Effective Date until the earlier to occur of (i) the date that, following the Sixth Amendment Effective Date, the Borrower receives additional Specified Insurance Proceeds of at least \$15,000,000 in cash to the reasonable satisfaction of the Administrative Agent and (ii) September 30, 2025.

Section 3: Representations and Warranties. The Loan Parties hereby represent and warrant to the Agent and the Required Lenders as follows:

(i) No Default or Event of Default has occurred and is continuing.

(ii) The execution, delivery and performance by each of the Loan Parties of this Amendment and the other Loan Documents executed in connection herewith are within the scope of its corporate or other organizational power, and have been duly authorized by all necessary corporate or organizational action, and no material authorizations, approvals or consents of, and no filings or registrations with, any governmental or regulatory authority or agency are necessary for the execution or delivery of this Amendment and the other Loan Documents executed in connection herewith or for the validity or enforceability hereof and thereof except for those which been duly obtained, made or complied with prior to the date hereof. The Credit Agreement, as amended by this Amendment, constitutes the legal, valid and binding obligations of each Loan Party, enforceable against it in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, examinership, reorganization, moratorium or other similar laws of general applicability affecting the enforcement of creditors’ rights and (ii) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

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[AerSale] Fifth Amendment

(iii) The persons executing this Amendment and the other Loan Documents executed in connection herewith are duly authorized to execute this Amendment and the other Loan Documents executed in connection herewith and bind each Loan Party.

(iv) All representations and warranties of each Loan Party contained in the Credit Agreement and those set forth herein (other than the representations or warranties expressly made only on and as of the Closing Date) are true and correct in all material respects on and as of the date hereof with the same force and effect as if made on and as of the date hereof.

Section 4: No Other Amendments or Waivers; Confirmation. Except as expressly amended hereby, the provisions of the Credit Agreement are and shall remain in full force and effect without modification or waiver.

Section 5: Effectiveness. This Amendment shall become effective as of the date hereof (the “Sixth Amendment Effective Date”) upon the satisfaction of the conditions listed below. Further, no Lender shall be obligated to make any advance or Loan, or to take, fulfill, or perform any other action hereunder, until the following conditions have been satisfied or provided for in a manner described below or reasonably satisfactory to, or waived in writing by, Agent and the Required Lenders:

(A) Amendment. This Amendment, or counterparts hereof shall have been duly executed by Agent, the Required Lenders, each Loan Party, and delivered to Agent.

(B) Closing Fee. Borrowers shall have paid to Agent a closing fee for the account of the Lenders according to each Lender's applicable share of the Revolver Commitments in an amount equal to 0.05% of each Lender’s Revolver Commitment, which fee shall be due and payable in full on the Sixth Amendment Effective Date.

(C) Supplemental Fee Letter. The Supplemental Fee Letter shall have been duly executed by Agent and AerSale, as Administrative Borrower, and delivered to Agent.

(D) Approvals. Parent and each of its Subsidiaries shall have received all licenses, approvals or evidence of other actions required by any Governmental Authority in connection with the execution and delivery by Parent or its Subsidiaries of this Amendment and the other Loan Documents executed in connection herewith or with the consummation of the transactions contemplated thereby.

(E) Payment of Fees and Expense. Borrowers shall have (i) paid all fees required to be paid to Agent and/or the Lenders under this Amendment and the Supplemental Fee Letter and (ii) reimbursed Agent for all reasonable fees, costs and expenses of closing presented as of the date hereof.

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[AerSale] Fifth Amendment

(F) Representations and Warranties. All of the representations and warranties made by any Loan Party in this Amendment shall be true and correct in all material respects on and as of the date hereof.

(G) Other Matters. All other documents and legal matters in connection with the transactions contemplated by this Amendment pursuant to this Section 5 shall have been delivered, executed, or recorded and shall be in form and substance satisfactory to Agent.

The release of the signature pages to this Amendment executed by the Agent and each Lender shall be conclusive evidence that each of the conditions listed above have been satisfied and/or waived in writing by the Agent and each Lender.

Section 6: Guarantor Reaffirmation and Consent. Each Guarantor hereby (a) consents to this Amendment; (b) acknowledges and reaffirms all of its obligations under any Loan Document to which it is a party; (c) agrees that each Loan Document to which it is a party is and shall remain in full force and effect for the benefit of Agent and each

Lender, (d) confirms that the Guaranteed Obligations (as defined in the Guaranty and Security Agreement) include the Obligations, as increased, extended, and otherwise modified hereby and (e) ratifies and confirms its consent to any previous amendments of the Credit Agreement and any previous waivers granted with respect to the Credit Agreement. Although each Guarantor has been informed of the matters set forth herein and has acknowledged and agreed to same, such Guarantor understands that neither Agent nor any Lender shall have any obligation to inform such Guarantor of such matters in the future or to seek such Guarantor's acknowledgement or agreement to future amendments, waivers, or modifications, and nothing herein shall create such a duty.

Section 7: Expenses. The Borrowers agree to reimburse the Agent for its documented out-of-pocket expenses in connection with this Amendment and the transactions contemplated hereby, including the documented fees, charges and disbursements of one counsel for the Agent, reasonably incurred to the extent required by Section 2.5(a) of the Credit Agreement.

Section 8: Counterparts; Facsimile Signatures. This Amendment may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Amendment by signing and delivering one or more counterparts. Any such signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

Section 9: Benefit of Amendment. The provisions of this Amendment shall be binding upon and inure to the benefit of each of the parties hereto. No person, other than the parties hereto, shall be entitled to claim any right or benefit hereunder, as a third-party beneficiary or otherwise.

Section 10: Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflict of laws provisions thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law), which would result in the application of the laws of any other jurisdiction.

Section 11: No Novation. This Amendment is given in amendment (but not in novation, extinguishment or satisfaction) of the Credit Agreement. All Liens and security interests securing payment of the obligations under the Credit Agreement are hereby collectively renewed, extended, ratified and brought forward as security for the payment and performance of the Obligations. With respect to matters relating to the period prior to the date hereof, all of the provisions of the Credit Agreement, and the security agreements and other documents, instruments or agreements executed in connection therewith, are each hereby ratified and confirmed and shall remain in force and effect.

Section 12: Estoppel. To induce Agent and the Lenders party hereto to enter into this Amendment and to continue to make advances to Borrowers under the Credit Agreement, each Borrower hereby acknowledges and agrees that, as of the date hereof, there exists no right of offset, defense, counterclaim or objection in favor of any Borrower as against Agent, or any Lender with respect to the Obligations, the Credit Agreement or any other Loan Document.

[SIGNATURES FOLLOW]

[AerSale] Fifth Amendment

IN WITNESS WHEREOF, the parties hereto have each caused this Amendment to be duly executed by their duly authorized officers or attorney-in-fact, as the case may be, all as of the day and year first above written.

AERSALE, INC.

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

AERSALE USA 1 LLC

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

AERSALE COMPONENT SOLUTIONS, INC.

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

[Signature Page to Amendment No. 6 to Amended and Restated Credit Agreement]

Signed and delivered as a deed for and on behalf of AERSALE AVIATION LIMITED

By: /s/ Jonathan Law
Name: Jonathan Law
Title: Attorney-in-fact

in the presence of:

/s/ Kieran Foley

Witness Signature

Kieran Foley
Witness Name

10 Sain Alban's Road, Dublin 8, Ireland

Address

Designer

Occupation

[Signature Page to Amendment No. 6 to Amended and Restated Credit Agreement]

Signed and delivered as a deed for and on behalf of **AERSALE 27469 AVIATION LIMITED**

By: /s/ Jonathan Law

Name: Jonathan Law

Title: Attorney-in-fact

in the presence of:

/s/ Kieran Foley

Witness Signature

Kieran Foley

Witness Name

10 Sain Alban's Road, Dublin 8, Ireland

Address

Designer

Occupation

[Signature Page to Amendment No. 6 to Amended and Restated Credit Agreement]

Signed and delivered as a deed for and on behalf of **AERSALE 27910 AVIATION LIMITED**

By: /s/ Jonathan Law

Name: Jonathan Law

Title: Attorney-in-fact

in the presence of:

/s/ Kieran Foley

Witness Signature

Kieran Foley

Witness Name

10 Sain Alban's Road, Dublin 8, Ireland

Address

Designer

Occupation

[Signature Page to Amendment No. 6 to Amended and Restated Credit Agreement]

Signed and delivered as a deed for and on behalf of **CORAL GABLES 1 LIMITED**

By: /s/ Jonathan Law

Name: Jonathan Law

Title: Attorney-in-fact

in the presence of:

/s/ Kieran Foley

Witness Signature

Kieran Foley

Witness Name

10 Sain Alban's Road, Dublin 8, Ireland

Address

Designer

Occupation

Signed and delivered as a deed for and on behalf of **CORAL GABLES 2 LIMITED**

By: /s/ Jonathan Law

Name: Jonathan Law

Title: Attorney-in-fact

in the presence of:

/s/ Kieran Foley

Witness Signature

Kieran Foley

Witness Name

10 Sain Alban's Road, Dublin 8, Ireland

Address

Designer

Occupation

[Signature Page to Amendment No. 6 to Amended and Restated Credit Agreement]

Signed and delivered as a deed for and on behalf of **AERSALE IRELAND 1 LIMITED**

By: /s/ Jonathan Law

Name: Jonathan Law

Title: Attorney-in-fact

in the presence of:

/s/ Kieran Foley

Witness Signature

Kieran Foley

Witness Name

10 Sain Alban's Road, Dublin 8, Ireland

Address

Designer

Occupation

AVBORNE ACCESSORY GROUP, INC.

By: /s/ Nicolas Finazzo

Name: Nicolas Finazzo

Title: Chief Executive Officer

[Signature Page to Amendment No. 6 to Amended and Restated Credit Agreement]

AERSALE USA 2 SUB LLC

By: /s/ Nicolas Finazzo

Name: Nicolas Finazzo

Title: Chief Executive Officer

QWEST AIR PARTS, LLC

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

Q2 AVIATION LLC,

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

AIRCRAFT COMPOSITE TECHNOLOGIES, INC.

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

[Signature Page to Amendment No. 6 to Amended and Restated Credit Agreement]

AERSALE AVIATION INC.

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

AERSALE CORPORATION

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

MONOCLE PARENT LLC

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

[Signature Page to Amendment No. 6 to Amended and Restated Credit Agreement]

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent and a Lender

By: /s/ Peter Possemato
Name: Peter Possemato
Title: Authorized Signatory

[Signature Page to Amendment No. 6 to Amended and Restated Credit Agreement]

CIBC BANK USA, as a Lender and as Syndication Agent

By: /s/ Javier Gutierrez
Name: Javier Gutierrez
Title: Managing Director

[Signature Page to Amendment No. 6 to Amended and Restated Credit Agreement]

SYNOVUS BANK, as a Lender and as Documentation Agent

By: /s/ Mark Daniel

Name: Mark Daniel
Title: Senior Vice President

[Signature Page to Amendment No. 6 to Amended and Restated Credit Agreement]

HSBC BANK USA, NATIONAL ASSOCIATION, as a Lender

By: /s/ Camilo Urquijo
Name: Camilo Urquijo
Title: Vice-President – Global Relationship Manager

[Signature Page to Amendment No. 6 to Amended and Restated Credit Agreement]

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Oscar A. Lopez
Name: Oscar A. Lopez
Title: Senior Vice President

[Signature Page to Amendment No. 6 to Amended and Restated Credit Agreement]

WELLS FARGO CAPITAL FINANCE (UK) LIMITED, as a Lender

By: /s/ Alison Powell
Name: Alison Powell
Title: Authorized Signatory

[Signature Page to Amendment No. 6 to Amended and Restated Credit Agreement]



AerSale Announces \$45 Million Share Repurchase from Major Shareholder

DORAL, FL, March 17, 2025 – AerSale Corporation (NASDAQ: ASLE) (the “Company” or “AerSale”), a leading provider of aviation products and services, announced today that it entered into a definitive agreement to repurchase approximately 6.428 million shares of stock from its long-term private equity sponsor Leonard Green & Partners, L.P., at a negotiated price of \$7.00 per share. Following the close of the transaction, the Company expects its outstanding share count to be reduced by approximately 12% and the transaction is expected to close on or around March 18, 2025.

Concurrent with the announced stock transaction, the Company also announced that Jonathan Seiffer will step down from the Board of Directors, effective immediately.

Nick Finazzo, AerSale’s Chief Executive Officer, commented, “This strategic repurchase allows us to strengthen shareholder value by significantly reducing our share count, while mitigating market volatility as Leonard Green & Partners L.P. transitions out of its long-term role as a major shareholder in AerSale.”

Finazzo continued, “On behalf of the board and management team, I would like to extend our gratitude to Jon for his dedication and leadership over the past 15 years. His insights and guidance have been invaluable to our success.”

Jon Seiffer added, “It has been a privilege to partner with AerSale since our initial investment in 2010. The company’s growth and achievements over the years have been remarkable, and I am thankful for the collaboration and support from the entire AerSale team. I look forward to watching their continued success.”

The terms of the transaction were approved by the Company’s Board of Directors. Further, the Company amended the terms of its credit agreement on March 14, 2025, to allow for the repurchase of shares. The repurchase will be funded with cash available on the Company’s balance sheet and availability on its revolving credit facility.

Forward Looking Statements

About AerSale

AerSale serves airlines 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 and operating economics (e.g. AerSafe™, AerTrak™, and now AerAware™).

Media Contacts:

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

Follow us on: [LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

AerSale: Jackie Carlon

Telephone: (305) 764-3200

Email: media.relations@aersale.com

Investor Contact:

AerSale: AersaleIR@icrinc.com

Source: AerSale Corporation
