

Fly Leasing Ltd  
Form 20-F  
March 12, 2019

---

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

---

FORM 20-F

---

(Mark One)

REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) or (g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

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

For the fiscal year ended December 31, 2018

OR

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

OR

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

Commission file number 001-33701

---

FLY LEASING LIMITED

(Exact name of Registrant as specified in its charter)

Bermuda

(Jurisdiction of incorporation or organization)

West Pier Business Campus

Dun Laoghaire

County Dublin, A96 N6T7, Ireland

(Address of principal executive office)

Vincent Cannon, West Pier Business Campus, Dun Laoghaire, County Dublin, A96 N6T7, Ireland

Telephone number: +353 1 231 1900, Facsimile number: +353 1 231 1901

(Name, Telephone, Email and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act.

Title of each class

Name of each exchange on which registered

American Depositary Shares

New York Stock Exchange

Common Shares, par value of \$0.001 per share

New York Stock Exchange\*

\*

Edgar Filing: Fly Leasing Ltd - Form 20-F

Not for trading, but only in connection with the registration of American Depositary Shares representing these shares, pursuant to the requirements of the Securities and Exchange Commission.

Securities registered or to be registered pursuant to Section 12(g) of the Act.

None

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act.

None

---

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report.

32,650,019 Common Shares, par value of \$0.001 per share.

100 Manager Shares, par value of \$0.001 per share

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes      No

If this report is an annual or transition report, indicate by check mark, if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes      No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes      No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes      No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See definition of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer    Accelerated filer    Non-accelerated filer  
Emerging growth company

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, 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.

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP    International Financial Reporting Standards as issued by the International Accounting Standards Board    Other

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow: Item 17      Item 18

Edgar Filing: Fly Leasing Ltd - Form 20-F

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes      No

---

---

PRELIMINARY NOTE

This Annual Report should be read in conjunction with the consolidated financial statements and accompanying notes included in this report.

The consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States (“GAAP”) and are presented in U.S. Dollars. These statements and discussion below contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements include, but are not limited to, objectives, expectations and intentions and other statements contained in this Annual Report that are not historical facts, as well as statements identified by words such as “expects,” “anticipates,” “intends,” “plans,” “believes,” “seeks,” “estimates,” or words of similar meaning. Such statements address future events and conditions concerning matters such as, but not limited to, our earnings, cash flow, liquidity and capital resources, compliance with debt and other restrictive financial and operating covenants, interest rates, dividends, and acquisitions and dispositions of aircraft and other aviation assets. These statements are based on current beliefs or expectations and are inherently subject to significant uncertainties and changes in circumstances, many of which are beyond our control. Actual results may differ materially from these expectations due to changes in political, economic, business, competitive, market and regulatory factors. We believe that these factors include, but are not limited to those described under Item 3 “Key Information — Risk Factors” and elsewhere in this Annual Report.

Except to the extent required by applicable law or regulation, we undertake no obligation to update these forward looking statements to reflect events, developments or circumstances after the date of this document, a change in our views or expectations, or to reflect the occurrence of future events.

Unless the context requires otherwise, when used in this Annual Report, (1) the terms “Fly,” “Company,” “we,” “our” and “us” refer to Fly Leasing Limited and its subsidiaries; (2) the term “B&B Air Funding” refers to our subsidiary, Babcock & Brown Air Funding I Limited; (3) all references to our shares refer to our common shares held in the form of American Depositary Shares, or ADSs; (4) the term “BBAM LP” refers to BBAM Limited Partnership and its subsidiaries and affiliates; (5) the terms “BBAM” and “Servicer” refer to BBAM Aircraft Management LP, BBAM Aircraft Management (Europe) Limited, BBAM Aviation Services Limited and BBAM US LP collectively; and (6) the term “Manager” refers to Fly Leasing Management Co. Limited, the Company’s manager.

Unless indicated otherwise, all percentages and weighted average characteristics of the aircraft in our portfolio have been calculated using net book values as of December 31, 2018.

## TABLE OF CONTENTS

	Page
PART I	
<u>Item 1. Identity of Directors, Senior Management and Advisers — Not Applicable</u>	3
<u>Item 2. Offer Statistics and Expected Timetable — Not Applicable</u>	3
<u>Item 3. Key Information</u>	3
<u>Item 4. Information on the Company</u>	26
<u>Item 4A. Unresolved Staff Comments — Not Applicable</u>	35
<u>Item 5. Operating and Financial Review and Prospects</u>	35
<u>Item 6. Directors, Senior Management and Employees</u>	54
<u>Item 7. Major Shareholders and Related Party Transactions</u>	57
<u>Item 8. Financial Information</u>	67
<u>Item 9. The Offer and Listing</u>	67
<u>Item 10. Additional Information</u>	67
<u>Item 11. Quantitative and Qualitative Disclosures About Market Risk</u>	80
<u>Item 12. Description of Securities Other Than Equity Securities</u>	81
PART II	
<u>Item 13. Defaults, Dividend Arrearages and Delinquencies — Not Applicable</u>	82
<u>Item 14. Material Modifications to the Rights of Security Holders and Use of Proceeds</u>	82
<u>Item 15. Controls and Procedures</u>	82
<u>Item 16A. Audit Committee Financial Expert</u>	83
<u>Item 16B. Code of Ethics</u>	83
<u>Item 16C. Principal Accountant Fees and Services</u>	83
<u>Item 16D. Exemptions from the Listing Standards for Audit Committees — Not Applicable</u>	84
<u>Item 16E. Purchases of Equity Securities by the Issuer and Affiliated Purchasers</u>	84
<u>Item 16F. Change in Registrant’s Certifying Accountant — Not Applicable</u>	84
<u>Item 16G. Corporate Governance</u>	84
<u>Item 16H. Mine Safety Disclosure</u>	84
PART III	
<u>Item 17. Financial Statements</u>	F - 1
<u>Item 18. Financial Statements</u>	F - 2
<u>Item 19. Exhibits</u>	F - 42

Table of Contents

## PART I

## ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

Not applicable.

## ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable.

## ITEM 3. KEY INFORMATION

Fly Leasing Limited is a Bermuda exempted company that was incorporated on May 3, 2007, under the provisions of Section 14 of the Companies Act 1981 of Bermuda. We are principally engaged in purchasing commercial aircraft, which we lease under multi-year contracts to a diverse group of airlines throughout the world. Although we are organized under the laws of Bermuda, we are a resident of Ireland for tax purposes and are subject to Irish corporation tax on our income in the same way, and to the same extent, as if we were organized under the laws of Ireland. We completed our initial public offering on October 2, 2007. We are listed on the New York Stock Exchange under the ticker symbol “FLY.”

As of December 31, 2018, we had 113 aircraft and seven engines in our portfolio. Of the 113 aircraft, 100 were held for operating lease, one was classified as an investment in finance lease and 12 were classified as held for sale.

## Selected Financial Data

The following selected financial data should be read in conjunction with Item 5 “Operating and Financial Review and Prospects” and our audited consolidated financial statements and notes related thereto included in Item 18 “Financial Statements” in this Annual Report. The selected financial data presented below are our operating results for the years ended December 31, 2018, 2017, 2016, 2015 and 2014.

	(Dollars in thousands, except per share data)				
	Years ended				
	2018	2017	2016	2015	2014
Statement of income data:					
Operating lease revenue	\$399,514	\$346,894	\$313,582	\$429,691	\$406,563
Gain on sale of aircraft	13,398	3,926	27,195	28,959	14,761
Total revenues	418,299	353,251	345,039	462,397	425,548
Total expenses	322,650	339,321	381,428	434,200	356,673
Net income (loss)	85,723	2,598	(29,112 )	22,798	60,184
Earnings (loss) per share:					
Basic	\$2.88	\$0.09	\$(0.88 )	\$0.52	\$1.42
Diluted	\$2.88	\$0.09	\$(0.88 )	\$0.52	\$1.42
Dividends declared and paid per share	\$—	\$—	\$—	\$1.00	\$1.00

	(Dollars in thousands, except share data)				
	As of December 31,				
	2018	2017	2016	2015	2014
Balance sheet data:					
Total assets	\$4,226,472	\$3,595,615	\$3,447,009	\$3,424,480	\$4,218,408
Total liabilities	3,524,362	3,051,906	2,853,774	2,767,516	3,462,154

Edgar Filing: Fly Leasing Ltd - Form 20-F

Total shareholders' equity	702,110	543,709	593,235	656,964	756,254
Number of shares outstanding	32,650,019	27,983,352	32,256,440	35,671,400	41,432,998

3

---

## Table of Contents

### Risk Factors

The risks discussed below could materially and adversely affect our business, prospects, financial condition, results of operations, cash flows and the trading price of our shares. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially and adversely affect our business, prospects, financial condition, results of operations, cash flows and the trading price of our shares.

#### Risks Related to Our Business

Factors that increase the risk of decline in aircraft and aircraft equipment values and achievable lease rates could have an adverse effect on our financial results and growth prospects and on our ability to meet our debt obligations.

Aircraft and aircraft equipment values and achievable lease rates have from time to time experienced sharp decreases due to a number of factors including, but not limited to, decreases in passenger and air cargo demand, increases in fuel costs, government regulation and increases in interest rates. Operating leases place the risk of realization of residual values on aircraft lessors because only a portion of the equipment's value is covered by contractual cash flows at lease inception. In addition to factors linked to the aviation industry generally, factors that may affect the value and achievable lease rates of our aircraft and engines include:

- the particular maintenance, damage and operating history of the airframes and engines;
- the number of operators using a type of aircraft or engine;
- whether an aircraft or engine is subject to a lease and, if so, whether the lease terms are favorable to the lessor;
- the age of our aircraft and engines;
- airworthiness directives and service bulletins;
- aircraft noise and emission standards;
- any tax, customs, regulatory and other legal requirements that must be satisfied when an aircraft or engine is purchased, sold or re-leased;
- compatibility of our aircraft configurations or specifications with other aircraft owned by operators of that type;
- the availability of spare parts; and
- decreases in the creditworthiness of our lessees.

Any decrease in the values of and achievable lease rates for commercial aircraft or engines that may result from the above factors or other unanticipated factors may have a material adverse effect on our financial results and growth prospects and our ability to meet our debt obligations.

Our business model depends on the continual leasing and re-leasing of our aircraft and engines, and we may not be able to do so on favorable terms, which would negatively affect our financial condition, cash flows and financial results.

Our business model depends on the continual leasing and re-leasing of our aircraft and engines to generate sufficient cash flows to finance our growth and operations, make payments on our debt, and meet our other corporate and



contractual obligations. Our ability to lease and re-lease our aircraft and engines will depend on general market and competitive conditions at the time the leases are entered into and expire. Our ability to lease and re-lease aircraft and engines on favorable terms, without significant off-lease time and costs, could be negatively affected by a number of factors, including general business, economic and financial conditions, market conditions in the airline industry, airline bankruptcies, restructurings and mergers, the effects of terrorism and other global conflicts, and other factors, including those described in these “Risk Factors” and elsewhere in this Annual Report, and unanticipated risks, many of which are outside of our control. If we are unable to lease and re-lease our aircraft on favorable terms, our financial condition, cash flows and financial results may be negatively impacted.

Table of Contents

The variability of supply and demand for aircraft could depress lease rates and the value of our leased assets, which could have a material adverse effect on our financial results, our growth prospects and our ability to meet our debt obligations.

The aviation industry has experienced periods of aircraft oversupply and weak demand. The economic downturn and the slowdown in air travel between 2008 and early 2010 contributed to a decrease in the demand for aircraft. More recently, the airline industry has committed to a significant number of aircraft deliveries through order placements with manufacturers, and manufacturers have increased production rates of some aircraft types in response. The increase in production levels could result in an oversupply of these aircraft types if growth in airline traffic does not meet expectations. The oversupply of a specific type of aircraft in the market is likely to depress lease rates for, and the value of, that aircraft type. Any oversupply of new aircraft also could depress lease rates for, and the value of, used aircraft.

The supply and demand for aircraft is affected by various cyclical and non-cyclical factors that are not under our control, including:

- passenger air travel and air cargo demand;
- geopolitical and other events, including war, acts of terrorism, civil unrest, outbreaks of epidemic diseases and natural disasters;
- airline operating costs, including fuel costs, and general economic conditions affecting our lessees' operations;
  - governmental regulation, including new airworthiness directives, statutory limits on age of aircraft, and restrictions in certain jurisdictions on the age of aircraft for import, climate change initiatives and environmental regulation, and other factors leading to obsolescence of aircraft models;
- tariffs and other restrictions on trade;
- interest and foreign exchange rates;
- airline restructurings and bankruptcies;
- increased supply due to the sale of aircraft portfolios;
- availability and cost of credit;
- changes in control of, or restructurings of, other aircraft leasing companies;
- manufacturer production levels and technological innovation;
  - new-entrant manufacturers producing additional aircraft models, or existing manufacturers producing new aircraft models, in competition with existing aircraft models;
- retirement and obsolescence of aircraft models;
- manufacturers merging or exiting the industry or ceasing to produce aircraft or engine types;
- accuracy of estimates relating to future supply and demand made by manufacturers and lessees;

- reintroduction into service of aircraft or engines previously in storage; and
- airport and air traffic control infrastructure constraints.

Any of these factors may produce sharp and prolonged decreases in aircraft values and achievable lease rates, which would have a negative impact on the value of our fleet, and may prevent our aircraft from being leased or re-leased on favorable terms, or at all. Any of these factors could have a material adverse effect on our financial results, our growth prospects and our ability to meet our debt obligations.

## Table of Contents

We will need additional capital to finance our growth, fund potential aircraft and aircraft equipment purchase commitments, and refinance our existing debt, and we may not be able to obtain it on acceptable terms, or at all, which may adversely affect our financial condition, cash flows and financial results, and inhibit our ability to grow and compete in the commercial aircraft leasing market.

We will need additional capital to finance our growth, fund potential aircraft and aircraft equipment purchase commitments and refinance our existing debt. Our ability to acquire additional aircraft and aircraft equipment and to refinance our existing debt depends to a significant degree on our ability to access debt and equity capital markets. Our access to capital markets will depend on a number of factors including our historical and expected performance, compliance with the terms of our debt agreements, general market conditions, interest rate fluctuations and the relative attractiveness of alternative investments. In addition, volatility or disruption in the capital markets or a downgrade in our credit ratings could cause lenders to be reluctant or unable to provide us with financing on terms acceptable to us, or to increase the costs of such financing.

In particular, we will need additional capital to finance our forward purchase and leaseback commitments to the AirAsia Group, and our acquisition of any option aircraft for the AirAsia Group. On February 28, 2018, we agreed to acquire 21 Airbus A320neo family aircraft to be leased to the AirAsia Group as the aircraft deliver between 2019 and 2021 (“Portfolio B”) and acquired options to purchase 20 Airbus A320neo family aircraft, not subject to lease, as the aircraft deliver between 2019 and 2025 (“Portfolio C”), in addition to the portfolio of 33 Airbus A320-200 aircraft and seven engines on operating leases to the AirAsia Group (“Portfolio A”) acquired in 2018. We will need additional capital to finance our acquisition of aircraft in Portfolio B, and any options that we elect to exercise with respect to the aircraft in Portfolio C. We are selling some of the aircraft in Portfolio A to provide part of the funding for our acquisition of aircraft in Portfolios B and C, and will need to raise additional debt financing for the acquisition of these aircraft. If we are unable to sell a number of Portfolio A aircraft, or to maintain our financing sources or find new sources of financing, we may not be able to close on the purchase of some or all of the aircraft in Portfolios B and C. If our aircraft acquisition commitments under Portfolio B are not closed for these or other reasons, we may fail to realize the full benefits of the AirAsia Transactions. In addition, we will be subject to several risks, including the following: having to pay certain significant costs including potential monetary damages, and legal, accounting and other related expenses; failure to realize the benefits of completing these transactions; and potential damage to our reputation and our relationship with the AirAsia Group. If we are unable to finance the exercise of our options to purchase additional aircraft under Portfolio C, we may fail to realize the full benefits of the AirAsia Transactions. These risks could negatively affect our financial condition, cash flows and results of operations.

We compete with other lessors and airlines when acquiring aircraft and our ability to grow our portfolio is dependent on our ability to access attractive financing. The terms of our debt facilities include significant restrictions on our ability to incur additional indebtedness. Depending on the terms of these facilities and market conditions at the time, we may have to rely more heavily on additional equity issuances, or on less efficient forms of debt financing that require a larger portion of our cash flows from operations, thereby reducing funds available for our operations, future business opportunities and other purposes. If we are unable to raise additional funds or obtain capital on attractive terms, our ability to finance growth opportunities and fund potential aircraft purchase commitments will be limited, and our ability to refinance our existing debt could be adversely affected. Any of the foregoing could have a material adverse effect on our financial condition, cash flows and financial results, and inhibit our ability to grow and compete in the commercial aircraft leasing market.

We have entered into residual value guarantees that may require us to make significant cash disbursements, which would reduce our cash flows and may negatively impact our financial results.

We have entered into residual value guarantees (“RVGs”) in which we agreed to guarantee the residual value of certain wide-body aircraft leased to commercial airlines by third parties. In an RVG, the third-party lessor agrees to pay us an upfront fee in exchange for our commitment to purchase the aircraft for a specified price at the expiry of the lease

term if the third-party lessor elects to exercise the guarantee. We may enter into additional RVGs, if we perceive the economic benefit of the upfront payment to exceed the risk of payout.

We continuously re-evaluate our risk related to the RVGs based on a number of factors, including the estimated future base value of the aircraft based on third-party appraisals and information on similar aircraft remarketing in the secondary market. Assuming that we were required to pay the full aggregate amount of our outstanding RVGs and were unable to remarket any of the aircraft to offset our obligations, our maximum exposure as of December 31, 2018 would have been \$82.5 million.

The RVGs contain covenants requiring us to post cash collateral as security for our obligations upon the occurrence of certain corporate events, including a change in control, a downgrade in our corporate family rating beyond a specified threshold, or a sale of all or substantially all of our assets. Assuming that we were required to post the full aggregate amount of the cash collateral at December 31, 2018, it would have been \$23.0 million.

If we are required to pay amounts, or post cash collateral, under the RVGs, we may not have sufficient cash or other financial resources available to do so and may need to seek financing to fund these payments. Moreover, any unexpected decrease in the market value of the aircraft covered by RVGs would decrease our ability to recover the amounts payable to satisfy our obligations and cause us to incur additional charges to net income. We cannot assure you that the then-prevailing market conditions would allow us to lease the underlying aircraft at their anticipated fair values or in a timely manner. Honoring our RVGs could require us to make significant cash disbursements in a given year, which, in turn, would reduce our cash flow, and may negatively impact our financial results in that year.

Our future growth and profitability will depend on our ability to acquire aircraft and aircraft equipment and make other strategic investments.

Growth through future acquisitions of additional commercial aircraft and aircraft equipment requires the availability of capital. The availability and pricing of capital in the commercial bank market and in the unsecured bond market remain susceptible to global events, including, for example, political changes in the United States and abroad, rising interest rates, fluctuating currency rates, the rate of international economic growth and implications from changes in oil prices. If we need, but cannot obtain, adequate capital on satisfactory terms, or at all, as a result of negative conditions in the capital markets or otherwise, our business, financial condition or results of operations could be materially adversely affected. Additionally, such inability to obtain capital on satisfactory terms, or at all, could prevent us from pursuing attractive future growth opportunities.

Table of Contents

Even if capital were available, the market for commercial aircraft is cyclical, sensitive to economic instability and extremely competitive, and we may encounter difficulties in acquiring aircraft on favorable terms, or at all. A significant increase in our cost to acquire aircraft or aircraft equipment may make it more difficult for us to make accretive acquisitions. Any acquisition of aircraft or aircraft equipment may not be profitable to us. In addition, acquisition of additional aircraft, aircraft equipment and other investments that we may make, may expose us to risks that may harm our business, financial condition, cash flows and financial results, including risks that we may:

- impair our liquidity by using a significant portion of our available cash or borrowing capacity to finance acquisitions and investments;
- significantly increase our interest expense and financial leverage to the extent we incur additional debt to finance acquisitions and investments;
- incur or assume unanticipated liabilities, losses or costs associated with the aircraft that we acquire, or investments we may make; or
- incur other significant charges, including asset impairment or restructuring charges.

We operate in a highly competitive market for investment opportunities in aircraft.

The leasing and remarketing of commercial jet aircraft is highly competitive. We compete with other aircraft leasing companies, including AerCap Holdings N.V., Air Lease Corp., Airastle Limited, Aviation Capital Group, Bank of China Aviation, Boeing Capital Corporation, Bohai Leasing (which acquired Avolon Holdings Limited, and CIT Aerospace), Castl lake, Dubai Aerospace Enterprise (which, in 2017, acquired AWAS), GE Commercial Aviation Services Limited (GECAS), ICBC Leasing, Jackson Square Aviation, Macquarie Bank Limited, ORIX and SMBC Aviation Capital, Voyager Aviation Holdings, among others. We also may encounter competition from other entities that selectively compete with us, including:

- airlines;
- aircraft manufacturers;
- financial institutions (including those seeking to dispose of repossessed aircraft at distressed prices);
- aircraft brokers;
- special purpose vehicles formed for the purpose of acquiring, leasing and selling aircraft; and
- public and private partnerships, investors and funds, including private equity and hedge funds.

Competition for a leasing transaction is based principally upon lease rates, delivery dates, lease terms, reputation, management expertise, aircraft condition, specifications and configuration and the availability of the types of aircraft necessary to meet the needs of the customer. Some of our competitors have significantly greater operating and financial resources than we have. In addition, some competing aircraft lessors have a lower overall cost of capital and may provide financial services, maintenance services or other inducements to potential lessees that we cannot provide.

Competition in the purchase and sale of used aircraft is based principally on the availability of used aircraft, price, the terms of the lease to which an aircraft is subject and the creditworthiness of the lessee.

Many of our competitors have order positions with Boeing and Airbus that guarantee them the delivery of new, highly desirable aircraft in the future. We do not currently have any order positions with aircraft manufacturers.

7

---

Table of Contents

We rely on our lessees' continuing performance of their lease obligations.

We operate as a supplier to airlines and are indirectly impacted by the risks facing airlines today. Our success depends upon the financial strength of our lessees, our ability to assess the credit risk of our lessees and the ability of lessees to perform their contractual obligations to us. The ability of each lessee to perform its obligations under its lease will depend primarily on the lessee's financial condition and cash flow, which may be affected by factors beyond our control, including:

- competition;
- fare levels;
- air cargo rates;
- passenger air travel and air cargo demand;
- geopolitical and other events, including war, acts of terrorism, civil unrest, outbreaks of epidemic diseases and natural disasters;
- increases in operating costs, including the availability and cost of jet fuel and labor costs;
- labor difficulties;
- economic and financial conditions and currency fluctuations in the countries and regions in which the lessee operates; and
- governmental regulation of, or affecting, the air transportation business, including noise and emissions regulations, climate change initiatives and age limitations.

We expect that some lessees may encounter financial difficulties or suffer liquidity problems and, as a result, will struggle to make lease payments under our operating leases. For example, in 2017, we repossessed two aircraft previously leased to Air Berlin, after Air Berlin commenced insolvency proceedings in Germany and the United States. We are aware of other global airlines that are experiencing financial difficulties, and we expect that lessees experiencing financial difficulties may seek a reduction in their lease rates or other concessions in lease terms. We could experience increased delinquencies, particularly in any future downturns in the airline industry, which could worsen the financial condition and liquidity problems of these lessees. In addition, many airlines are exposed to currency risk due to the fact that they earn revenues in their local currencies and certain of their liabilities and expenses are denominated in U.S. dollars, including lease payments to us. A delayed, missed or reduced rental payment from a lessee decreases our revenues and cash flows and may adversely affect our ability to make payments on our indebtedness.

We are typically not in possession of any aircraft while the aircraft are on lease to the lessees. Consequently, our ability to determine the condition of the aircraft or whether the lessees are properly maintaining the aircraft is limited to periodic inspections that we perform or that are performed on our behalf by third-party inspectors. A lessee's failure to meet its maintenance obligations under a lease could:

- result in a grounding of the aircraft;
- cause us to incur costs in restoring the aircraft to an acceptable maintenance condition to re-lease the aircraft;



- adversely affect lease terms in the re-lease of the aircraft; and
- adversely affect the value of the aircraft.

We cannot assure you that, in the event that a lessee defaults under a lease, any security deposit paid or letter of credit provided by the lessee will be sufficient to cover the lessee's outstanding or unpaid lease obligations and required maintenance expenses or be sufficient to discharge liens that may have attached to our aircraft.

Lease defaults could result in significant expenses and loss of revenues.

We have experienced, and may in the future experience, lessee defaults. For example, in 2017, two leases were terminated prior to their expiration dates. Repossession, re-registration and flight and export permissions after a lessee default typically result in greater costs than those incurred when an aircraft is redelivered at the end of a lease. These costs may include legal and other expenses of court or other governmental proceedings, including the cost of posting surety bonds or letters of credit necessary to effect repossession of an aircraft which could be significant, particularly if the lessee is contesting the proceedings or is in bankruptcy. Delays resulting from repossession proceedings also would increase the period of time during which an aircraft does not generate lease revenue. In addition, we may incur substantial maintenance, refurbishment or repair costs that a defaulting lessee has failed to pay and that are necessary to put the aircraft in a condition suitable for re-lease or sale. We may incur storage costs associated with any aircraft that we repossess and are unable to immediately place with another lessee. In addition, it may be necessary to pay off liens, taxes and governmental charges on the aircraft to obtain clear possession and to remarket the aircraft effectively, including liens that a defaulting lessee may have incurred in connection with the operation of its other aircraft.

## Table of Contents

It is likely that our rights upon a lessee default will vary significantly depending upon the jurisdiction of operation and the applicable law, including the need to obtain a court order for repossession of the aircraft and/or consents for deregistration or re-export of the aircraft. We anticipate that when a defaulting lessee is in bankruptcy, protective administration, insolvency or similar proceedings, additional limitations may apply. Certain jurisdictions give rights to the trustee in bankruptcy or a similar officer to assume or reject the lease or to assign it to a third party, or entitle the lessee or another third party to retain possession of the aircraft without paying lease rentals or performing all or some of the obligations under the relevant lease. In addition, certain of our lessees are owned in whole, or in part, by government-related entities, which could make it difficult to repossess our aircraft in that lessee's domicile. Accordingly, we may be delayed in, or prevented from, enforcing certain of our rights under a lease and in re-leasing the affected aircraft.

If we repossess an aircraft, we may not be able to export or deregister and profitably redeploy the aircraft. For instance, where a lessee or other operator flies only domestic routes in the jurisdiction in which an aircraft is registered, repossession may be more difficult, especially if the jurisdiction permits the lessee or the other operator to resist deregistration. Significant costs may also be incurred in retrieving or recreating aircraft records required for registration of the aircraft and obtaining a certificate of airworthiness for the aircraft or engine. In addition, we may not be able to re-lease a repossessed aircraft at a similar lease rate.

Lessee defaults and related expenses could result in significant expenses and loss of revenues, which may materially and adversely affect our financial condition, cash flows and financial results.

Our lessees' failure to comply with their maintenance obligations on our aircraft could significantly harm our financial condition, cash flows and financial results.

The standards of maintenance observed by our lessees and the condition of aircraft at the time of sale or lease may affect the market values and rental rates of our aircraft. Under each of our leases, the lessee is primarily responsible for maintaining the aircraft and complying with all governmental requirements applicable to the lessee and to the aircraft, including operational, maintenance, government agency oversight, registration requirements and airworthiness directives. A lessee's failure to perform required maintenance during the term of a lease could result in a diminution in the value of an aircraft, an inability to re-lease the aircraft at favorable rates or at all, or a potential grounding of the aircraft.

Failure by a lessee to maintain an aircraft would also likely require us to incur maintenance and modification costs upon the termination of the applicable lease, which could be substantial, to restore the aircraft to an acceptable condition prior to re-leasing or sale. Even if we are entitled to receive maintenance payments, these payments may not cover the entire cost of actual maintenance required. If we are unable to re-lease an aircraft when it comes off-lease because we need to make repairs or conduct maintenance, we may realize a substantial loss of cash flow without any corresponding decrease in our debt service obligations with respect to that aircraft. Any failure by our lessees to maintain our aircraft may have a material and adverse affect on our financial condition, cash flows and financial results.

If we experience abnormally high maintenance or obsolescence issues with any aircraft that we acquire, our financial results, cash flows and liquidity could be materially and adversely affected.

Aircraft are long-lived assets, requiring long lead times to develop and manufacture, with particular types and models becoming obsolete and less in demand over time when newer, more advanced aircraft are manufactured. By acquiring used aircraft, we have greater exposure to more rapid obsolescence of our fleet, particularly if there are unanticipated events shortening the life cycle of such aircraft, such as government regulation or changes in our airline customers' preferences. This may result in a shorter life cycle for our fleet and, accordingly, declining lease rates, impairment charges or increased depreciation expense.

Unlike new aircraft, used aircraft typically do not carry warranties as to their condition. As a result, we may not be able to claim any warranty related expenses on used aircraft. Although we may inspect an existing aircraft and its documented maintenance, usage, lease and other records prior to acquisition, we may not discover all defects during an inspection. Repairs and maintenance costs for existing aircraft are difficult to predict and generally increase as aircraft age and can be adversely affected by prior use. These costs could have a material and adverse impact on our cash flows and our liquidity.

## Table of Contents

The advent of superior aircraft and engine technology or the introduction of a new line of aircraft could cause our existing aircraft portfolio to become outdated and therefore less desirable, which could adversely affect our financial results and growth prospects.

As manufacturers introduce technological innovations and new types of aircraft and engines, certain aircraft in our existing aircraft portfolio may become less desirable to potential lessees or purchasers. Such technological innovations may increase the rate of obsolescence of existing aircraft faster than currently anticipated by our management or accounted for in our accounting policy. For example, the Boeing 787 and the Airbus A350, provide improved fuel consumption and operating economics as compared to earlier aircraft types. In addition, Airbus has launched the A320neo family, and Boeing has launched the 737 MAX family of aircraft. These “next generation” narrow-body aircraft are expected to improve fuel consumption and to reduce noise, emissions and maintenance costs as compared to current models. In addition, Embraer, Bombardier Inc., Commercial Aircraft Corporation of China Ltd and PJSC United Aircraft Corporation in Russia could develop aircraft models that will compete with existing Airbus and Boeing aircraft. It is not certain how these new aircraft offerings will impact the demand and liquidity of existing equipment. In addition, the imposition of more stringent noise or emissions standards and the development of more fuel efficient engines could make aircraft in our portfolio less attractive for potential lessees and less valuable in the marketplace. Any of these risks could adversely affect our ability to lease or sell our aircraft on favorable terms or at all or our ability to charge rental amounts that we would otherwise seek to charge, all of which could have an adverse effect on our financial results and growth prospects.

The older age, or older technology, of some of our aircraft may expose us to higher than anticipated maintenance related expenses.

As of December 31, 2018, the weighted average age of our portfolio (excluding aircraft held for sale) was 7.0 years. In general, the costs of operating an aircraft, including maintenance expenditures, increase with the age of the aircraft. In addition, older aircraft typically are less fuel-efficient than newer aircraft and may be more difficult to re-lease or sell, particularly if, due to increasing production rates by aircraft manufacturers or airline insolvencies or other distress, older aircraft are competing with newer aircraft in the lease or sale market. Expenses like fuel, aging aircraft inspections, maintenance or modification programs and related airworthiness directives could make the operation of older aircraft less economically feasible and may result in increased lessee defaults. We may also incur some of these increased maintenance expenses and regulatory costs upon acquisition or re-leasing of our aircraft. Re-leasing larger wide-body aircraft may result in higher reinvestment and maintenance expenditures than re-leasing narrow-body aircraft.

The concentration of aircraft types in our portfolio could harm our business and financial results should any difficulties specific to these particular types of aircraft occur.

As of December 31, 2018, our aircraft portfolio (excluding aircraft held for sale) contained a mix of aircraft types, including Airbus A319 aircraft, A320 aircraft, A321 aircraft, A330 aircraft, and A340 aircraft, and Boeing 737 aircraft, Boeing 757 aircraft, Boeing 777 aircraft and Boeing 787 aircraft. 71% of these aircraft are single-aisle, narrow-body aircraft, and 29% of these aircraft are wide-body aircraft, as measured by net book value. Our business and financial results could be negatively affected if the market demand for any of these aircraft types (or other types that we acquire in the future) declines, if any of them is redesigned or replaced by its manufacturer. Out-of-production aircraft, such as the Boeing 757 and Airbus A340, current models of the A320 family, known as the CEO, and Boeing 737, known as Next Generation, may have shorter useful lives or lower residual values due to obsolescence. In addition, if any of these aircraft types (or other types that we acquire in the future) should encounter technical or other difficulties, such affected aircraft types may be subject to grounding or diminution in value, and we may be unable to lease such affected aircraft types on favorable terms or at all. The inability to lease the affected aircraft types may harm our business and financial results to the extent the affected aircraft types comprise a significant percentage of our aircraft portfolio.

We have written down the value of some of our assets and we may be required to record further write-downs or losses upon sale of assets.

We test our assets for recoverability whenever events or changes in circumstances indicate that the carrying amounts for such assets are not recoverable from their expected, undiscounted cash flows. We also perform a fleet-wide recoverability assessment at least annually. This recoverability assessment is a comparison of the carrying value of each aircraft to its undiscounted expected future cash flows. We develop the assumptions used in the recoverability assessment, including those relating to current and future demand for each aircraft type, based on management's experience in the aircraft leasing industry as well as from information received from third party sources.

No impairment charge was recognized in the year ended December 31, 2018. In the years ended December 31, 2017 and 2016, we recognized impairment charges of \$22.0 million and \$96.1 million, respectively. The impairment charges in 2017 and 2016 related primarily to wide-body aircraft. In the future, if expected cash flows related to any of our aircraft are adversely affected by factors including credit deterioration of a lessee, declines in rental rates, shortened economic life, residual value risk and other market conditions, then we may be required to recognize additional impairment charges that would reduce our total assets and shareholders' equity. For example, as aircraft approach the end of their economic useful lives, their carrying values may be more susceptible to non-recoverable declines in value because such assets will have a shorter opportunity in which to benefit from a market recovery.

In addition, if we dispose of an aircraft for a price that is less than its book value, then we would be required to recognize a loss that would reduce our total assets and shareholders' equity. Asset write downs or losses on sale of assets negatively impact our financial results during the period. A reduction in our shareholders' equity may negatively impact our ability to comply with covenants in certain of our debt facilities requiring us to maintain a minimum tangible net worth, and could result in an event of default under such facilities.

## Table of Contents

Our financial performance, and our ability to meet our potential aircraft purchase commitments, will depend in part in our ability to sell aircraft, and we may not be able to do so on favorable terms, or at all.

Our financial performance will depend in part in our ability to sell aircraft profitably. As previously disclosed, we intend to sell a number of the aircraft that we acquired in the AirAsia Transactions to reduce our leverage, manage our lessee and geographic concentrations, and provide part of the funding for our purchase and leaseback to the AirAsia Group of 21 new Airbus A320neo family aircraft currently on order, and delivering between 2019 and 2021. When we decide to dispose of an aircraft, BBAM, as our servicer, will arrange the disposition pursuant to the terms of the relevant servicing agreement. In doing so, BBAM will compete with other aircraft leasing companies, as well as with other types of entities with which we compete. Our ability to sell our aircraft profitably, or at all, will depend on conditions in the airline industry and general market and competitive conditions at the time we seek to sell. In addition, our ability to sell our aircraft will be affected by the maintenance, damage and operating history of the aircraft and its engines. Failure to sell aircraft regularly and profitably could have a material adverse effect on our financial condition, cash flows and financial results, and our ability to meet our potential aircraft purchase commitments.

Aircraft liens could impair our ability to repossess, re-lease or sell the aircraft in our portfolio.

In the normal course of business, liens that secure the payment of airport fees and taxes, custom duties, air navigation charges, landing charges, crew wages, maintenance charges, salvage or other obligations are likely, depending on the laws of the jurisdictions where aircraft operate, to attach to the aircraft in our portfolio (or, if applicable, to the engines separately). The liens may secure substantial sums that may, in certain jurisdictions or for limited types of liens (particularly fleet liens), exceed the value of the aircraft to which the liens have attached. Until they are discharged, the liens described above could impair our ability to repossess, re-lease or sell our aircraft.

If our lessees fail to fulfill their financial obligations, liens may attach to our aircraft. In some jurisdictions, aircraft liens or separate engine liens may give the holder thereof the right to detain or, in limited cases, sell or cause the forfeiture of the aircraft (or, if applicable, the engines separately). We cannot assure you that the lessees will comply with their obligations under the leases to discharge liens arising during the terms of the leases. We may, in some cases, find it necessary to pay the claims secured by such liens in order to repossess or sell the aircraft or obtain the aircraft or engines from a creditor thereof. These payments, and associated legal and other expenses, would be required expenses for us, and would negatively impact our cash flows and financial results.

We cannot assure you that lessees and governmental authorities will comply with the registration and deregistration requirements in the jurisdictions where our lessees operate.

All of our aircraft are required to be registered at all times with appropriate governmental authorities. Generally, in jurisdictions outside the United States, failure by a lessee to maintain the registration of a leased aircraft would be a default under the applicable lease, entitling us to exercise our rights and remedies thereunder. If an aircraft were to be operated without a valid registration, the lessee or, in some cases, the owner or lessor might be subject to penalties, which could result in a lien being placed on such aircraft. Failure to comply with registration requirements also could have other adverse effects, including inability to operate the aircraft and loss of insurance. We cannot assure you that all lessees will comply with these requirements.

An aircraft cannot be registered in two countries at the same time. Before an aviation authority will register an aircraft that has previously been registered in another country, it must receive confirmation that the aircraft has been deregistered by that country's aviation authority. In order to deregister an aircraft, the lessee must comply with applicable laws and regulations, and the relevant governmental authority must enforce these laws and regulations. Failure by lessees and governmental authorities to comply with or enforce deregistration requirements in the jurisdictions in which they operate could impair our ability to repossess, re-lease or sell our aircraft, and cause us to

incur associated legal and other expenses, which would negatively impact our cash flows and financial results.

Our lessees may have inadequate insurance coverage or fail to fulfill their respective indemnity obligations, which could result in us not being covered for claims asserted against us and may negatively affect our business, financial condition and financial results.

Although we do not expect to control the operation of our leased aircraft, our ownership of the aircraft could give rise, in some jurisdictions, to strict liability for losses resulting from their operation. Our lessees are required to indemnify us for, and insure against, liabilities arising out of the use and operation of the aircraft, including third-party claims for death or injury to persons and damage to property for which we may be deemed liable. Lessees are also required to maintain public liability, property damage and hull all risks and hull war risks insurance on the aircraft at agreed upon levels. However, they are not generally required to maintain political risk insurance. There may be circumstances under which it would be desirable for us to maintain “top-up” and/or political risk coverage at our expense, which would add to our operating expenses.

## Table of Contents

Following the terrorist attacks of September 11, 2001, aviation insurers significantly reduced the amount of insurance coverage available to airlines for liability to persons other than employees or passengers for claims resulting from acts of terrorism, war or similar events. At the same time, they significantly increased the premiums for such third-party war risk and terrorism liability insurance and coverage in general. As a result, the amount of such third-party war risk and terrorism liability insurance that is available at any time may be below the amount required under the initial leases and required by the market in general.

We cannot assure you that the insurance maintained by our lessees will be sufficient to cover all types of claims that may be asserted against us. Any inadequate insurance coverage or default by lessees in fulfilling their indemnification or insurance obligations, as well as the lack of available insurance, could reduce the proceeds upon an event of loss and could subject us to uninsured liabilities, either of which could adversely affect our business, financial condition and financial results.

Risks associated with the concentration of our lessees in certain geographical regions could harm our business.

In addition to global economic conditions, our business is exposed to local economic and political conditions that can influence the performance of lessees located in a particular region. Such conditions can be adverse to us, and may include regional recession and financial or political emergencies, additional regulation or, in extreme cases, seizure of our aircraft. The effect of these conditions on payments to us will be more or less pronounced, depending on the concentration of lessees in the region with adverse conditions. In the year ended December 31, 2018, we had our largest concentration of total revenues in Asia and the South Pacific (55%), followed by Europe (23%), the Middle East and Africa (12%), North America (7%), and Mexico, South and Central America (3%). Severe recession in any of these regions, or the inability to resolve financial or political emergencies in any particular region where we have many customers, could result in additional failures of airlines and could have a material adverse effect on our business, financial condition and financial results.

The risks associated with the geographical concentration of our lessees may become exacerbated as our aircraft are re-leased to lessees or subleased to sublessees in other regions or as we acquire additional aircraft.

We derived approximately 75% of our total revenues for the year ended December 31, 2018 from airlines in emerging markets. Emerging markets have less developed economies and infrastructure and are often more vulnerable to business and political disturbances. The emerging markets in which our lessees were based have included Brazil, China, Ethiopia, India, Indonesia, Malaysia, Mexico, Moldova, the Philippines, Russia, Thailand, Turkey, the United Arab Emirates and Vietnam. These countries may experience significant fluctuations in GDP, interest rates and currency exchange rates, as well as civil disturbances, government instability, nationalization and expropriation of private assets and the imposition of unexpected taxes or other charges by government authorities. The occurrence of any of these events in markets served by our lessees and the resulting economic instability may adversely affect our ownership interest in aircraft or the ability of lessees which operate in these markets to meet their lease obligations. As a result, lessees that operate in emerging market countries may be more likely to default than lessees that operate in developed countries. In addition, legal systems in emerging market countries may be less developed, which could make it more difficult for us to enforce our legal rights in such countries. For example, certain countries may not have fully implemented the Cape Town Convention on International Interests in Mobile Equipment, a treaty that, among other things, established international standards for the registration, protection and enforcement of lessors' and financiers' rights in aircraft. These matters may not be resolved on terms favorable to us, or in a timely fashion.

We may enter into strategic ventures which pose risks including a lack of complete control over the enterprise, and potential unforeseen risks, any of which may have a material adverse effect on our financial results and growth prospects.



We may occasionally enter into strategic ventures or investments with third parties. For example, we have a 57% investment in a joint venture that owns one Boeing 767-300 aircraft. We may have limited management rights in our strategic ventures and may not control decisions regarding the remarketing or sale of aircraft owned by these strategic ventures. If we are unable to resolve a dispute with a strategic partner that retains material managerial veto rights, we might reach an impasse that could require us to liquidate our investment at a time and in a manner that would result in our losing some or all of our original investment in the venture. These strategic ventures and investments also may subject us to unforeseen risks, including adverse tax consequences and additional reporting and compliance requirements. Any of these risks may have a material adverse effect on our financial results and growth prospects.

Table of Contents

Risks Related to the Aviation Industry

Airline reorganizations could impair our lessees' ability to comply with their lease payment obligations to us.

In recent years, multiple airlines have sought to reorganize and seek protection from creditors under their local laws and certain airlines have gone into liquidation. Bankruptcies have led to the grounding of significant numbers of aircraft, rejection of leases and negotiated reduction in aircraft lease rentals, with the effect of depressing aircraft market values. Additional reorganizations or liquidations by airlines under applicable bankruptcy or reorganization laws or further rejection or abandonment of aircraft by airlines in bankruptcy proceedings may depress aircraft values and aircraft lease rates. Additional grounded aircraft and lower market values would adversely affect our ability to sell our aircraft or re-lease our aircraft at favorable rates.

Changes in fuel prices can adversely affect the profitability of the airline industry and our lessees' ability to meet their lease payment obligations to us.

Fuel costs represent a major expense to airlines, significantly impacting the profitability of the airline industry and our lessees' operating results. Fuel prices fluctuate widely, driven primarily by international market conditions, geopolitical and environmental events, regulatory changes and currency exchange rates. In recent years, fuel prices have been volatile, increasing and decreasing rapidly due to factors outside of airlines' control.

Higher fuel costs may have a material adverse impact on airline profitability, including the profitability of our lessees. Due to the competitive nature of the airline industry, airlines may not be able to pass on increases in fuel prices to their customers by increasing fares. If they pass on the higher costs, it may adversely affect demand for air travel, which would reduce revenues to our customers. In addition, airlines may not be able to manage this risk by appropriately hedging their exposure to fuel price fluctuations.

A sustained period of lower fuel costs may adversely affect regional economies that depend on oil revenue, including those in which our lessees operate.

Government regulations could require substantial expenditures, reduce our profitability and limit our growth.

Certain aspects of our business are subject to regulation by state, federal and foreign governmental authorities. Aircraft are subject to regulations imposed by aviation authorities regarding aircraft maintenance and airworthiness. Laws affecting the airworthiness of aircraft generally are designed to ensure that all aircraft and related equipment are continuously maintained in proper condition to enable safe operation of the aircraft. Aircraft manufacturers also may issue their own recommendations. Airworthiness directives and similar requirements typically set forth particular special maintenance actions or modifications to certain aircraft types or models that the owners or operators of aircraft must implement.

Each lessee generally is responsible for complying with airworthiness directives with respect to its aircraft and is required to maintain the aircraft's airworthiness. To the extent that a lessee fails to comply with airworthiness directives required to maintain its certificate of airworthiness or other manufacturer requirements in respect of an aircraft or if the aircraft is not currently subject to a lease, we may have to bear the cost of such compliance. Under many leases, we have agreed to share with our lessees the cost of obligations under airworthiness directives (or similar requirements). These expenditures can be substantial and, to the extent we are required to pay them, our financial condition and cash flows could be materially and adversely affected.

## Table of Contents

In addition to these expenditures, which may be substantial, significant new requirements with respect to noise standards, emission standards and other aspects of our aircraft or their operation could cause our costs to increase and could cause the value of our aircraft portfolio to decrease. Other governmental regulations relating to noise and emissions levels may be imposed not only by the jurisdictions in which the aircraft are registered, possibly as part of the airworthiness requirements, but also by other jurisdictions where the aircraft operate. In addition, most countries' aviation laws require aircraft to be maintained under an approved maintenance program having defined procedures and intervals for inspection, maintenance and repair. To the extent that our aircraft are off-lease or a lessee defaults in effecting such compliance, we are required to comply with such requirements at our expense.

The effects of various environmental regulations may negatively affect the airline industry. This may cause lessees to default on their lease payment obligations to us.

The airline industry is subject to increasingly stringent federal, state, local and international environmental laws and regulations concerning emissions to the air, discharges to surface and subsurface waters, safe drinking water, aircraft noise, the management of hazardous substances, oils and waste materials, and other regulations affecting aircraft operations. Governmental regulations regarding aircraft and engine noise and emissions levels apply based on where the relevant aircraft is registered and operated.

Jurisdictions throughout the world have adopted noise regulations which require all aircraft to comply with noise level standards. In addition to the current requirements, the United States and the International Civil Aviation Organization ("ICAO") adopted set of standards for noise levels which applies to engines manufactured or certified on or after January 1, 2006. Currently, U.S. regulations do not require any phase-out of aircraft that qualify with the older standards applicable to engines manufactured or certified prior to January 1, 2006, but the European Union imposes operating limitations on aircraft that do not comply with the new standards and incorporates aviation-related emissions into the European Union's Emissions Trading Scheme ("ETS"). ICAO has also adopted new, more stringent noise level standards to apply to new airplane type design with a maximum certificated takeoff weight of 55,000 kg or more on or after December 31, 2017; or with maximum certificated takeoff weight of less than 55,000 kg on or after December 31, 2020. The United States has proposed noise regulations to harmonize with the new ICAO standards.

The potential impact of ETS and ICAO standards on costs have not been completely identified. Concerns over global warming also could result in more stringent limitations on the operation of aircraft. Any of these regulations could limit the economic life of the aircraft and engines, reduce their value, limit our ability to lease or sell the non-compliant aircraft and engines or, if engine modifications are permitted, require us to make significant additional investments in the aircraft and engines to make them compliant. In addition, compliance with current or future regulations, taxes or duties imposed to deal with environmental concerns could cause lessees to incur higher costs and lead to higher ticket prices, which could mean lower demand for travel, thereby generating lower net revenues and resulting in an adverse impact on the financial condition of our lessees.

Failure to obtain certain required licenses, consents and approvals could negatively affect our ability to re-lease or sell aircraft, which would negatively affect our business, financial condition and financial results.

Aircraft leases often require specific licenses, consents or approvals. These include consents from governmental or regulatory authorities for certain payments under the leases and for the import, re-export or deregistration of the aircraft. Subsequent changes in applicable law or administrative practice may increase or otherwise modify these requirements. In addition, a governmental consent, once given, might be withdrawn. Any of these events could adversely affect our ability to re-lease or sell aircraft, which would negatively affect our business, financial condition and financial results.

We are subject to data security and privacy risks that could negatively affect our results, operations or reputation.

We must comply with increasingly complex and rigorous regulatory standards enacted to protect business and personal data in the U.S., Europe and elsewhere. For example, the European Union adopted the General Data Protection Regulation (“GDPR”), which became effective on May 25, 2018. GDPR imposes additional obligations on companies regarding the handling of personal data and provides certain individual privacy rights to persons whose data is stored. Compliance with existing, proposed and recently enacted laws (including implementation of the privacy and process enhancements called for under GDPR) and regulations can be costly; any failure to comply with these regulatory standards could subject us to legal and reputational risks. Misuse of or failure to secure personal information could also result in violation of data privacy laws and regulations, proceedings against us by governmental entities or others, damage to our reputation and credibility and could have a negative impact on revenues and profits.

## Table of Contents

If the effects of terrorist attacks and geopolitical conditions adversely impact the financial condition of the airlines, our lessees might not be able to meet their lease payment obligations, which would have an adverse effect on our financial results and growth prospects.

War, armed hostilities or terrorist attacks, or the fear of such events, could decrease demand for air travel or increase the operating costs of our customers. The situations in Iraq, Afghanistan, Syria, Iran, North Africa and Ukraine remain unsettled, and other international incidents, such as terrorist attacks in Belgium, France, Germany and Turkey, tension over North Korea's nuclear program and territorial disputes in East Asia, may lead to regional or broader international instability. Future terrorist attacks, war or armed hostilities, large protests or government instability, or the fear of such events, could further negatively impact the airline industry and may have an adverse effect on the financial condition and liquidity of our lessees, aircraft values and rental rates and may lead to lease restructurings or aircraft repossessions, all of which could adversely affect our financial results and growth prospects.

Terrorist attacks and geopolitical conditions have negatively affected the airline industry, and concerns about geopolitical conditions and further terrorist attacks could continue to negatively affect airlines (including our lessees) for the foreseeable future, depending upon various factors, including: (i) higher costs to the airlines due to the increased security measures; (ii) decreased passenger demand and revenue due to safety concerns or the inconvenience of additional security measures; (iii) the price and availability of jet fuel; (iv) higher financing costs and difficulty in raising the desired amount of proceeds on favorable terms, or at all; (v) the significantly higher costs of aircraft insurance coverage for future claims caused by acts of war, terrorism, sabotage, hijacking and other similar perils, and the extent to which such insurance has been or will continue to be available; (vi) the ability of airlines to reduce their operating costs and conserve financial resources, taking into account the increased costs incurred as a consequence of terrorist attacks and geopolitical conditions, including those referred to above; and (vii) special charges recognized by some airlines, such as those related to the impairment of aircraft and other long lived assets stemming from the above conditions.

Epidemic diseases, severe weather conditions, natural disasters or their perceived effects may negatively impact the airline industry and our lessees' ability to meet their lease payment obligations to us, which, in turn, could have an adverse effect on our financial results and growth prospects.

Over the past several years, there have been outbreaks of epidemic diseases, such as Ebola virus disease and Zika virus disease. If an outbreak of epidemic diseases were to occur, numerous responses, including travel restrictions, might be necessary to combat the spread of the disease. Even if restrictions are not implemented, it is likely that passengers would voluntarily choose to reduce travel. Outbreaks of epidemic diseases, or the fear of such events, could result in travel bans or could have an adverse effect on our financial results. Similarly, demand for air travel or the inability of airlines to operate to or from certain regions due to severe weather conditions or natural disasters, such as floods, earthquakes or volcanic eruptions, could have an adverse effect on our lessees' ability to make their lease payment obligations to us, which could negatively impact our financial results and growth prospects.

We are subject to various risks and requirements associated with transacting business in multiple countries which could have a material adverse effect on our business, financial condition and financial results.

Our international operations expose us to trade and economic sanctions and other restrictions imposed by the United States, the European Union (the "EU") and other governments or organizations. The U.S. Departments of Justice, Commerce, State and Treasury and other federal agencies and authorities have a broad range of civil and criminal penalties they may seek to impose against corporations and individuals for violations of economic sanctions laws, export control laws, the Foreign Corrupt Practices Act ("FCPA"), and other federal statutes and regulations, including those established by the Office of Foreign Assets Control ("OFAC"). In addition, the U.K. Bribery Act of 2010 (the "Bribery Act") prohibits both domestic and international bribery, as well as bribery across both private and public sectors. An organization that "fails to prevent bribery" by anyone associated with the organization can be charged under

the Bribery Act unless the organization can establish the defense of having implemented “adequate procedures” to prevent bribery. Under these laws and regulations, various government agencies may require export licenses, may seek to impose modifications to business practices, including cessation of business activities in sanctioned countries or with sanctioned persons or entities, and modifications to compliance programs, which may increase compliance costs, and may subject us to fines, penalties and other sanctions. A violation of these laws or regulations could adversely impact our business, financial condition and financial results.

The European Union and the United States have imposed sanctions on Russia and certain businesses, sectors and individuals in Russia, including the airline industry. The European Union and the United States have also suspended the granting of certain types of export licenses to Russia. Russia has imposed its own sanctions on certain individuals in the United States and may impose other sanctions on the United States and the European Union and/or certain businesses or individuals from these regions. We cannot assure you that the current sanctions or any further sanctions imposed by the European Union, the United States or other international interests will not materially adversely affect our business, financial condition and financial results.

## Table of Contents

In May 2018, the United States announced its decision to withdraw from the Joint Comprehensive Plan of Action with Iran, and to re-impose U.S. nuclear-related sanctions on Iran. The re-imposition of sanctions was effective November 4, 2018. The sale or lease of civil passenger aircraft to Iranian airlines is prohibited under U.S. sanctions.

We and our Manager have implemented and maintain policies and procedures designed to ensure compliance with FCPA, OFAC, the Bribery Act and other export control, anti-corruption, anti-terrorism and anti-money laundering laws and regulations. We cannot assure you, however, that our directors, officers, consultants and agents will not engage in conduct for which we may be held responsible, nor can we assure you that our business partners will not engage in conduct which could materially affect their ability to perform their contractual obligations to us or even result in our being held liable for such conduct. Moreover, while we believe that we have been in compliance with all applicable sanctions laws and regulations, and intend to maintain such compliance, there can be no assurance that we will be in compliance in the future, particularly as the scope of certain laws may be unclear and may be subject to change. Violations of FCPA, OFAC, the Bribery Act and other export control, anti-corruption, anti-terrorism and anti-money laundering laws and regulations may result in severe criminal or civil sanctions, and we may be subject to other liabilities, which could have a material adverse effect on our business, financial condition and financial results.

Adverse conditions and disruptions in European economies could have a material adverse effect on our business.

Our business can be affected by a number of factors that are beyond our control, such as general geopolitical, economic and business conditions. Political uncertainty has created financial and economic uncertainty, most recently as a result of the United Kingdom's June 2016 referendum (commonly referred to as "Brexit") to withdraw from the European Union (the "EU"). The economic consequences of Brexit, including the possible repeal of open-skies agreements, could have a material adverse effect on our business. Further, many of the structural issues facing the EU following the global financial crisis of 2008 and Brexit remain, and problems could resurface that could affect market conditions, and, possibly, our business, financial results and liquidity, particularly if they lead to the exit of one or more countries from the European Monetary Union (the "EMU") or the exit of additional countries from the EU. If one or more countries exited the EMU, there would be significant uncertainty with respect to outstanding obligations of counterparties and debtors in any exiting country, whether sovereign or otherwise, and it would likely lead to complex and lengthy disputes and litigation.

We depend on aircraft and engine manufacturers' success in remaining financially stable and producing aircraft.

The supply of commercial aircraft is dominated by a few airframe manufacturers, including Boeing, Airbus, Embraer, ATR and Bombardier, and a limited number of engine manufacturers, such as GE Aircraft Engines, Rolls-Royce plc, Pratt & Whitney, a division of United Technologies Corporation, IAE International Aero Engines AG and CFM International, Inc. As a result, we will be dependent on the success of these manufacturers in remaining financially stable, producing products and related components which meet the airlines' demands, providing customer support and fulfilling any contractual obligations they may have to us.

In the event that the manufacturers provide deep discounts with respect to certain aircraft, that could affect our ability to effectively compete in the market, we may not be able to remarket similar aircraft in our fleet at a profit or at all. This could also lead to reduced market lease rates and aircraft values.

## Risks Related to Our Relationship with BBAM LP

BBAM has conflicts of interest with us and may favor their own business interest and those of their other managed entities to our detriment.

Conflicts of interest will arise between us and BBAM LP with respect to our operations and business opportunities. BBAM LP acquires, manages and remarkets aircraft for lease or sale for us and for other entities, including entities in

which the owners of BBAM LP, Summit Aviation Partners II LLC and its affiliates (“Summit”), Onex Corporation and its affiliates (“Onex”), and GIC Private Limited (“GIC”) may have an economic interest. We may compete directly with such other managed entities for investment opportunities. For example, BBAM performs aircraft acquisition, disposition and management services pursuant to a joint marketing agreement with Nomura Babcock & Brown Co., Ltd, referred to as NBB, and manages and services other investment vehicles, including the Incline Aviation Fund, pursuant to long-term, exclusive agreements. BBAM has arranged a significant number of aircraft acquisitions and dispositions pursuant to these agreements. We expect that BBAM will continue to arrange acquisition and disposition opportunities with NBB, and for other investment vehicles, and that we may compete with these parties for such opportunities. A conflict of interest will arise if BBAM identifies an aircraft acquisition opportunity that would meet our investment objectives as well as those of another vehicle managed or serviced by BBAM. BBAM, Onex and GIC also may participate in other ventures that acquire and lease commercial jet aircraft. We do not have an exclusive or first right to participate in aircraft acquisition opportunities originated or identified by BBAM. Under our agreements with BBAM LP, our Manager has agreed to act in the best interests of our shareholders. However, neither BBAM nor any other BBAM LP affiliate will be restricted from pursuing, or offering to another party, any investment or disposal opportunity, or will be required by Fly to establish any investment protocol in relation to prioritization of any investment or disposal opportunity. We may purchase aircraft from, or sell aircraft to, entities managed by BBAM, or entities in which Summit, Onex or GIC has an ownership interest. Although such purchases will require approval by our independent directors, the pricing and other terms of these transactions may be less advantageous to us than if they had been the result of transactions among unaffiliated third parties.



## Table of Contents

Under our servicing agreements with BBAM, if a conflict of interest arises as to our aircraft and other aircraft managed by BBAM, BBAM must perform the services in good faith, and, to the extent that our aircraft or other aircraft managed by BBAM have substantially similar characteristics that are relevant for purposes of the particular services to be performed, BBAM has agreed not to discriminate among our aircraft or between any of our aircraft and any other managed aircraft on an unreasonable basis. Nevertheless, despite these contractual undertakings, BBAM as Servicer may favor its own interests and the interests of other managed entities over our interests. Conflicts may arise when our aircraft are leased to entities that also lease other aircraft managed by BBAM and decisions affecting some aircraft may have an adverse impact on others. For example, when a lessee in financial distress seeks to return some of its aircraft, BBAM may be required to decide which aircraft to accept for return and may favor its or another managed entity's interest over ours. Conflicts also may arise, for example, when our aircraft are being marketed for re-lease or sale at a time when other aircraft managed by BBAM are being similarly marketed.

Under the terms of our servicing agreements, we are not entitled to be informed of all conflicts of interest involving BBAM and are limited in our right to replace BBAM because of conflicts of interest. Any replacement Servicer may not provide the same quality of service or may not afford us terms as favorable as the terms currently offered by BBAM. If BBAM, as the servicer, makes a decision that is adverse to our interests, our business, financial condition, financial results and cash flows could suffer.

Even if we were to become dissatisfied with BBAM LP's performance, there are only limited circumstances under which we are able to terminate our management and servicing agreements and we may not terminate certain of our servicing agreements without the prior written consent of third parties, including insurance policy provider or lenders.

Our management agreement with our Manager expires on July 1, 2025. At that time, the management agreement will automatically renew for five years, unless we make a payment to the Manager equal to \$6.0 million, plus, so long as the management expense amount does not exceed \$12.0 million, 50% of the excess (if any) of the management expense amount over \$6.0 million. We may terminate the management agreement sooner only if:

at least 75% of our independent directors and holders of 75% or more of all of our outstanding common shares (measured by vote) determine by resolution that there has been unsatisfactory performance by our Manager that is materially detrimental to us;

our Manager materially breaches the management agreement and fails to remedy such breach within 90 days of receiving written notice from us requiring it to do so, or such breach results in liability to us and is attributable to our Manager's gross negligence, fraud or dishonesty, or willful misconduct in respect of the obligation to apply the standard of care;

any license, permit or authorization held by the Manager which is necessary for it to perform the services and duties under the management agreement is materially breached, suspended or revoked, or otherwise made subject to conditions which, in the reasonable opinion of our board of directors, would prevent the Manager from performing the services and the situation is not remedied within 90 days;

BBAM Aviation Services Limited or one of its affiliates ceases to hold (directly or indirectly) more than 50% of the voting equity of, and economic interest in, the Manager;

our Manager becomes subject to bankruptcy or insolvency proceedings that are not discharged within 75 days, unless our Manager is withdrawn and replaced within 90 days of the initiation of such bankruptcy or insolvency proceedings with an affiliate or associate of BBAM that is able to make correctly the representations and warranties set out in the management agreement;

our Manager voluntarily commences any proceeding or files any petition seeking bankruptcy, insolvency, receivership or similar law, or makes a general assignment for the benefit of its creditors, unless our Manager is withdrawn and replaced within 15 days with an affiliate or associate of BBAM that is able to make correctly the representations and warranties set out in the management agreement; or

an order is made for the winding up of our Manager, unless our Manager is withdrawn and replaced within 15 days with an affiliate or associate of BBAM that is able to make correctly the representations and warranties set out in the management agreement.

### Table of Contents

We generally do not have the right to terminate our servicing agreements with BBAM without cause, and such agreements do not automatically terminate in the event of the termination or expiration of our managing agreement with our Manager.

We have the right to terminate the servicing agreement for B&B Air Funding (with the prior written consent of the financial guaranty provider for B&B Air Funding, which we refer to as the policy provider) and the policy provider has the independent right to terminate the agreement (without our consent) in the following limited circumstances:

- Bankruptcy or insolvency of BBAM LP;

- BBAM LP ceases to own, directly or indirectly, at least 50% of the Servicer;

- Summit ceases to own, directly or indirectly, at least 33.33% of the partnership interests in BBAM LP; provided that a sale that results in such ownership being at a level below 33.33% shall not constitute a servicer termination event if the sale is to a publicly listed entity or other person with a net worth of at least \$100.0 million; and

- 50% or more of the Servicer's key finance and legal team or technical and marketing team cease to be employed by BBAM LP and are not replaced with employees with reasonably comparable experience within 90 days.

The servicing agreements relating to our unencumbered aircraft, our aircraft financed by Secured Borrowings, and our engines generally can be terminated by us in the case of a material breach by the servicer that is not cured within 30 days of written notice, the bankruptcy or insolvency of the servicer or if the servicer ceases to be actively involved in the aircraft leasing business. The servicing agreement relating to the aircraft financed by the Fly Aladdin Acquisition Facility provides us with additional termination rights in the event of the acceleration of the loans due thereunder, the failure of the servicer or certain of its affiliates to make certain payments when due in respect of any recourse indebtedness and the acceleration of such indebtedness, or the servicer acting with gross negligence, willful misconduct, bad faith or reckless disregard under the servicing agreement or committing dishonest or fraudulent acts. Termination of the servicing agreements relating to our aircraft financed by Secured Borrowings and our engines requires the consent of the lender(s) providing financing for the relevant aircraft or engines prior to termination.

Our management and servicing agreements limit our remedies against BBAM LP for unsatisfactory performance and provide certain termination rights to the policy provider.

Under our management and servicing agreements with BBAM LP, in many cases we may not have the right to recover damages from BBAM LP for unsatisfactory performance. Moreover, we have agreed to indemnify our Manager, BBAM LP and their affiliates for broad categories of losses arising out of the performance of services, unless they are finally adjudicated to have been caused directly by our Manager's or BBAM LP's gross negligence, fraud, deceit or willful misconduct in respect of its obligation to apply its standard of care or, in the case of the servicing agreement for B&B Air Funding, conflicts of interest standard in the performance of its services. In addition, because of our substantial dependence on BBAM LP, our board of directors may be reluctant to initiate litigation against BBAM LP to enforce contractual rights under our management and servicing agreements.

BBAM may resign as Servicer under our servicing agreements under certain circumstances, which would significantly impair our ability to re-lease or sell aircraft and service our leases.

BBAM may resign under one or more of our servicing agreements under certain circumstances if it reasonably determines that directions given, or services required, would, if carried out, be unlawful under applicable law, be likely to lead to an investigation by any governmental authority having jurisdiction over BBAM or its affiliates, expose BBAM to liabilities for which, in BBAM's good faith opinion, adequate bond or indemnity has not been provided or place BBAM in a conflict of interest with respect to which, in BBAM's good faith opinion, BBAM could

not continue to perform its obligations under the servicing agreement with respect to all serviced aircraft or any affected aircraft, as the case may be (but with respect to the foregoing circumstance, BBAM may resign only with respect to the affected aircraft). Whether or not it resigns, BBAM is not required to take any action of the foregoing kind. BBAM may also resign if it becomes subject to taxes for which we do not indemnify it. BBAM's decision to resign would significantly impair our ability to re-lease or sell aircraft and service our leases.

18

---

## Table of Contents

A cybersecurity incident involving BBAM's information technology, or IT, security systems, or those of our airline customers, may disrupt our business and result in lost revenues and additional costs.

We depend on the secure operation of BBAM's computer systems, to manage, process, store, and transmit information associated with aircraft leasing. A cybersecurity incident at BBAM could adversely impact our daily operations and lead to the loss of sensitive information, including our own proprietary information and that of our customers. Such losses could harm our reputation and result in competitive disadvantages, litigation, regulatory enforcement actions, lost revenues, additional costs and liability. While BBAM devotes substantial resources to maintaining adequate levels of cyber-security, its resources and technical sophistication may not be adequate to prevent all types of cybersecurity incidents.

In addition, our airline customers may fall victim to cyber-attacks or experience other cybersecurity incidents, including wire transfer fraud. In 2018, we became aware of at least one attempted instance of wire transfer fraud in which an email that appeared on its face to be legitimate unsuccessfully attempted to direct an airline customer to make payments owing to us to a fraudulent bank account. BBAM maintains cybersecurity insurance to address such incidents. However, damage and claims arising therefrom may not be covered or may exceed the amount of any cybersecurity insurance available.

## Risks Related to Our Indebtedness

We have substantial indebtedness that imposes constraints on our operations.

We and our subsidiaries have a significant amount of indebtedness. As of December 31, 2018, our total consolidated indebtedness, net of unamortized debt discounts and loan costs, was \$3.0 billion.

The terms of our debt facilities subject us to certain risks and operational restrictions, including:

- most of the aircraft and related leases in our portfolio secure debt obligations, the terms of which restrict our ability to sell aircraft and require us to use proceeds from sales of aircraft, in part, to repay outstanding debt;

- we are required to dedicate a significant portion of our cash flows from operations to debt service payments, thereby reducing the amount of our cash flows available to fund working capital, make capital expenditures and satisfy other needs;

- restrictions on our subsidiaries' ability to distribute excess cash flows to us under certain circumstances;

- lessee, geographical and other concentration requirements limit our flexibility in leasing our aircraft;

- requirements to obtain the consent of third parties including lenders, the insurance policy provider and rating agency confirmations for certain actions; and

- restrictions on our subsidiaries' ability to incur additional debt, pay dividends or make other restricted payments, create liens on assets, sell assets, enter into transactions with our affiliates, make freighter conversions and make certain investments or capital expenditures.

In addition, the indentures and agreements governing certain of our indebtedness contain financial and operating covenants that, among other things, require us to maintain specified financial ratios and tests. Our ability to meet these financial and operating covenants can be affected by events beyond our control, and we may be unable to meet them. As a result of these restrictions, we may be limited in how we conduct and grow our business, or unable to compete effectively or to take advantage of new business opportunities.

A breach of the covenants or restrictions under the indentures and agreements governing certain of our indebtedness could result in an event of default under the applicable indebtedness. Such a default may allow holders of our debt securities or our lenders, as applicable, to accelerate the related indebtedness, which may result in the acceleration of other indebtedness to which a cross-acceleration or cross-default provision applies. In addition, such lenders or debt holders could terminate commitments to lend money, if any. Furthermore, if we were unable to repay the indebtedness then due and payable, secured lenders could proceed against the aircraft, if any, securing such indebtedness. In the event our lenders or holders of our debt securities accelerate the repayment of our borrowings, we may not have sufficient assets to repay that indebtedness.

The restrictions described above, as well as restrictions in our other financing facilities, may impair our ability to operate and to compete effectively with our competitors. Similar restrictions may be contained in the terms of future financings that we may enter into to finance our growth.

Table of Contents

Our substantial indebtedness could adversely affect our financial condition and prevent us from fulfilling our obligations under our borrowings.

Subject to the limits contained in the agreements governing our existing and future indebtedness, we may be able to incur substantial additional debt from time to time to finance aircraft and other aviation assets, working capital, capital expenditures, investments or acquisitions, or for other purposes. If we do so, the risks related to our high level of debt could intensify. Specifically, our high level of debt could have important consequences, including the following:

- making it more difficult for us to satisfy our debt obligations with respect to the notes and our other debt;
- limiting our ability to obtain additional financing to fund the acquisition of aircraft or other aviation assets or for other general corporate requirements;
- requiring a substantial portion of our cash flows to be dedicated to debt service payments instead of other purposes, thereby reducing the amount of cash flows available for acquisitions of aircraft and other aviation assets and for other general corporate purposes;
- increasing our vulnerability to general adverse economic and industry conditions;
- exposing us to the risk of increased interest rates as certain of our borrowings, including borrowings under our various credit facilities, are at variable rates of interest;
- limiting our flexibility in planning for and reacting to changes in the aircraft industry;
- placing us at a disadvantage compared to other competitors; and
- increasing our cost of borrowing.

We may not be able to generate sufficient cash to service all of our indebtedness, and may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.

Our ability to make scheduled payments on or refinance our debt obligations, depends on our financial condition and operating performance, which are subject to prevailing economic and competitive conditions and to financial, business, legislative, regulatory and other factors beyond our control. We may be unable to maintain a level of cash flows from operating activities sufficient to permit us to pay the principal of, premium, if any, or interest on our indebtedness.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we could face substantial liquidity problems and could be forced to reduce or delay aircraft purchases or to dispose of material assets, or seek additional debt or equity capital or to restructure or refinance our indebtedness. We may not be able to effect any such measures on commercially reasonable terms or at all and, even if successful, those actions may not allow us to meet our scheduled debt service obligations. Certain agreements governing our indebtedness restrict our ability to dispose of assets and use the proceeds from those dispositions. We may not be able to consummate those dispositions or to obtain proceeds in an amount sufficient to meet debt service obligations then due.

Our inability to generate sufficient cash flows to satisfy our debt obligations, or to refinance our indebtedness on commercially reasonable terms or at all, would materially and adversely affect our financial position and financial results and our ability to satisfy our obligations.

If we cannot make scheduled payments on our indebtedness, we will be in default and holders of our debt securities or our lenders, as applicable, may be able to declare such indebtedness to be due and payable, terminate commitments to lend money, foreclose against the aircraft, if any, securing such indebtedness or pursue other remedies, including potentially forcing us into bankruptcy or liquidation.



Table of Contents

We have a significant amount of non-recourse debt.

As of December 31, 2018, we had a total of \$3.0 billion principal amount outstanding under our borrowings. Of this amount, \$1.0 billion was non-recourse to Fly, except for certain limited obligations which typically include reimbursement for certain expenses and costs incurred by the lenders. These non-recourse loans may be provided through loan facilities that are typically cross-collateralized and contain cross-default provisions against all of the loans advanced within each facility, as well as through individual loans against individual aircraft. As of December 31, 2018, we had the following non-recourse debt facilities that provided financing against multiple aircraft:

Facility <sup>(1)</sup>	Principal Amount Outstanding at December 31, 2018 <sup>(2)</sup>	Number of Aircraft Financed	Maturity Date
Securitization Notes <sup>(3)</sup>	\$85.6 million	9	November 2033
Nord LB Facility	\$108.9 million	5	January 2020
Fly Aladdin Acquisition Facility	\$467.2 million	24	June 2020 – June 2023

(1) Excludes \$330.4 million principal amount outstanding of non-recourse secured borrowings associated with six aircraft.

(2) Excludes unamortized debt discounts and loan costs.

(3) The Securitization Notes will be redeemed at par, plus accrued interest, on March 14, 2019.

The maturity dates for non-recourse loans range from June 2020 to November 2033. In general, upon a default on a non-recourse loan, the lenders will have the ability to foreclose upon any or all available collateral (including aircraft, leases and shares of aircraft-owning and/or aircraft-leasing special purposes entities) to satisfy amounts due under the loan. However, the lenders cannot make a claim against us for payment of these outstanding obligations, except for the limited payment obligations described above. The non-recourse nature of these loans means that we may decide, for economic reasons, to default on a non-recourse loan if and when we believe that the aircraft and other assets securing such loan are worth less than the amount outstanding under the loan. Although the direct financial impact to us under such a default on a non-recourse loan is limited, these defaults may impact our reputation as a borrower and impair our ability to secure future borrowings, which could have a material adverse impact on our ability to grow our aircraft portfolio and earnings.

We have a significant amount of recourse debt outstanding, including debt of our subsidiaries that we have guaranteed.

We had \$2.0 billion of recourse debt outstanding as of December 31, 2018, including debt of our subsidiaries that we have guaranteed. We expect to incur additional recourse indebtedness in the future. Although these recourse loans may be secured by aircraft and their associated leases, we have guaranteed and will be responsible for timely payment of all debt service and other amounts due under these loans in the event that the underlying leases do not provide sufficient cash flows to meet required debt payments. In this case, we will be required to make payments from our unrestricted cash, which could have a materially adverse impact on our ability to grow through future acquisitions of aircraft. In addition, the Term Loan, the Magellan Acquisition Limited Facility, the Fly Acquisition III Facility, Fly Aladdin Engine Funding Facility, our 2021 Notes and 2024 Notes, and certain of our other recourse indebtedness contain cross-default provisions to other recourse indebtedness which if triggered could significantly increase the amount of indebtedness which is payable by us at the time of the cross-default.

Certain of the agreements governing our recourse debt may limit our operational flexibility which could negatively affect our financial condition, cash flow and results of operations.

Certain of the agreements governing our recourse debt, including our warehouse and term loan facilities, contain covenants that require us to comply with one or more of the following: maximum loan-to-value ratios, minimum tangible net worth and minimum liquidity requirements; and interest coverage ratios. Complying with such covenants may at times require us to deposit cash as additional collateral and to forego use of such cash for other needs or opportunities. Moreover, our failure to comply with any of these covenants (if the period of time to exercise any temporary cure has lapsed) could constitute a default under such agreements and could potentially trigger a cross-default and acceleration of some, if not all, of our then outstanding debt in our recourse credit facilities, which would negatively affect our financial condition, cash flows and results of operations.

We are primarily a holding company and currently rely on our subsidiaries to provide us with funds necessary to meet our financial obligations.

We are primarily a holding company and our principal assets are the investments we hold in our subsidiaries, which own either directly or indirectly through their subsidiaries, the aircraft in our portfolio. As a result, we depend on cash flows from our subsidiaries to generate the funds necessary to meet our financial obligations. Our existing subsidiaries are legally distinct from us and may be significantly restricted from paying dividends, making payments on shareholders loans advanced by us, or otherwise making funds available to us pursuant to the agreements governing their financing arrangements. If we are unable to comply with the covenants contained in these agreements, then the amounts outstanding under these debt facilities may become immediately due and payable, cash generated by aircraft financed through these facilities may be unavailable to us and/or we may be unable to draw additional amounts under these facilities. The events that could cause some of our subsidiaries to be noncompliant under their loan agreements, such as a lessee default, may be beyond our control, but they nevertheless could have a substantial adverse impact on the amount of our cash flows available to fund working capital, make capital expenditures and satisfy other cash needs. For a description of the operating and financial restrictions in our debt facilities, see the section titled “Operating and Financial Review and Prospects—Financing.”

## Table of Contents

We are subject to interest rate risk.

Certain of our debt facilities have floating interest rates, creating the risk of an increase in interest rates and the risk that cash flows may be insufficient to make scheduled interest payments if interest rates were to increase. To limit this risk, we have entered into interest rate swap contracts with one or more counterparties. We remain exposed, however, to changes in interest rates to the extent that our interest rate swap contracts are not correlated to our financial liabilities. In addition, if any counterparty were to default on its obligations, then a mismatch in the floating rate interest obligations and fixed rate lease payments may arise, which could impair our ability to meet our financial obligations. If any of our interest rate swap contracts were terminated early, we could be obligated to make a material payment to our counterparties.

We may be affected by the discontinuation or modification of LIBOR interest rate benchmarks.

On July 27, 2017, the Chief Executive of the U.K. Financial Conduct Authority (“FCA”), which regulates LIBOR, announced that the FCA will no longer persuade or compel banks to submit rates for the calculation of the London Interbank Offered Rate (“LIBOR”). Such announcement indicates that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021. Moreover, it is possible that LIBOR will be discontinued or modified prior to 2021.

Certain of our aircraft lease agreements require the lessee to pay a floating rent amount to us based on LIBOR, and certain of our floating rate indebtedness requires us to pay variable interest to our lenders based on LIBOR. It is not possible to predict the effect that any discontinuance or modification of LIBOR will have on these payments, or on any of our future floating rate leases or indebtedness. Regulatory and/or industry action may cause LIBOR interest rate benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could negatively impact our financial condition, cash flows and results of operations.

## Risks Related to Taxation

We expect that we will be treated as a passive foreign investment company, or a “PFIC,” for the current taxable year and for the foreseeable future, which could have adverse U.S. federal income tax consequences to a U.S. shareholder.

We expect that we will be treated as a PFIC for U.S. federal income tax purposes for the current taxable year and for the foreseeable future. Assuming we are a PFIC, a U.S. holder of our shares will be subject to the PFIC rules, with a variety of potentially adverse tax consequences under the U.S. federal income tax laws. Such consequences depend in part on whether such shareholder elects to treat us as a qualified electing fund (a “QEF”). Absent a QEF election or mark-to-market election, a U.S. shareholder who disposes or is deemed to dispose of our shares at a gain, or who receives or is deemed to receive certain distributions with respect to our shares, generally will be required to treat such gain or distributions as ordinary income and to pay an interest charge on the tax imposed. If a U.S. shareholder makes a QEF election in the first taxable year in which the U.S. shareholder owns our shares, then such U.S. shareholder will be required for each taxable year to include in income a pro rata share of our ordinary earnings as ordinary income and a pro rata share of our net capital gains as long-term capital gain, subject to a separate voluntary election to defer payment of taxes, which deferral is subject to an interest charge. Such inclusion of taxable income is required even if the amount exceeds cash distributions, if any. Moreover, our distributions, if any, will not qualify for the reduced rate of U.S. federal income tax that applies to qualified dividends paid to non-corporate U.S. taxpayers.

It is also possible that one or more of our subsidiaries or investments is or will become a PFIC. Such determination is made annually after the close of each taxable year and is dependent upon a number of factors, some of which are beyond our control, including the amount and nature of a subsidiary’s income, as well as the market valuation and nature of a subsidiary’s assets. In such case, assuming a U.S. shareholder does not receive from us the information it

needs to make a QEF election with respect such a subsidiary, a U.S. shareholder generally will be deemed to own a portion of the shares of such lower-tier PFIC and may incur liability for a deferred tax and interest charge if we receive a distribution from, or dispose of all or part of our interest in, or the U.S. shareholder otherwise is deemed to have disposed of an interest in, the lower-tier PFIC (including through a sale of our shares).

The determination whether or not we (or any of our subsidiaries) is a PFIC is a factual determination that is made annually based on the types of income we (or any of our subsidiaries) earn and the value of our (or our subsidiaries') assets, and because certain aspects of the PFIC rules are not entirely certain, there can be no assurance that we (or any of our subsidiaries) will or will not be considered a PFIC in the current or future years or that the IRS will agree with our conclusion regarding our (or our subsidiaries') PFIC status. Investors should consult with their own tax advisors about the PFIC rules, including the advisability of making a QEF election or the mark-to-market election. (See Item 10, "Additional Information — Taxation — U.S. Federal Income Tax Considerations").

Table of Contents

We may face increased tax costs.

We and our subsidiaries could face increased tax costs for various reasons, including our failure to qualify for treaty benefits under the Irish Treaty, the assertion of a permanent establishment within the United States, or the deduction of withholding taxes from rent payments. Any increase in our tax costs, directly or indirectly, would adversely affect our net income and cash flows.

Because Ireland does not have tax treaties with all jurisdictions, we may find it necessary to establish subsidiaries in other jurisdictions to lease or sublease aircraft to customers in those jurisdictions. Such subsidiaries may be subject to taxation in the jurisdictions in which they are organized, which would reduce our net income and have an adverse impact on our cash flows. In addition, any increase in Irish corporate tax rates could have an adverse impact on us.

With the finalization of the Base Erosion and Profit Shifting Project undertaken by the Organization for Economic Development and Cooperation (the “OECD”), the OECD has published final reports outlining a set of consensus actions aimed at restructuring the taxation scheme currently affecting multinational entities (the “Actions”). Many OECD countries have acknowledged their intent to implement the Actions and update their local tax regulations. The extent (if any) to which countries in which we operate adopt and implement the Actions could affect our effective tax rate and our future results from our operations.

Depending upon how these schemes are implemented by participating and non-participating countries, it could result in certain countries asserting that we have a permanent establishment in a country other than Ireland and that income is sourced to a country other than Ireland, where the tax rate and capital recovery mechanisms are different from Ireland. It is also possible that multiple jurisdictions will seek to source in their country income claimed by another jurisdiction.

The tax rate applicable to us would be higher than we expect if we were considered not to be carrying on a trade in Ireland for the purposes of Irish law.

We are subject to Irish corporation tax on our net trading income at the rate of 12.5%. Under Irish tax law, non-trading income is taxed at the rate of 25% and capital gains are taxed at the rate of 33%. We believe that we carry on sufficient activity in Ireland, directly through our board of directors and indirectly through the services of our Manager, BBAM LP and our Servicer, so as to be treated as carrying on a trade in Ireland for the purposes of Irish tax law. If we or any of our Irish tax-resident subsidiaries were considered not to be carrying on a trade in Ireland, we or they may be subject to additional Irish tax liabilities. The application of a higher tax rate (25% instead of 12.5%) on taxable income could negatively impact our cash flows. In addition, we cannot assure you that the 12.5% tax rate applicable to trading income, the 33% tax rate applicable to capital gains or the 25% tax rate applicable to non-trading income will not be changed in the future.

We may be affected by the Bermuda Economic Substance Act 2018

We are a company organized in Bermuda. During 2017, the European Union (“EU”) Economic and Financial Affairs Council (“ECOFIN”) released a list of non-cooperative jurisdictions for tax purposes. The stated aim of this list, and accompanying report, was to promote good governance worldwide in order to maximize efforts to prevent tax fraud and tax evasion. Bermuda was not on the list of non-cooperative jurisdictions; however, Bermuda did feature in the report as having committed to address concerns relating to economic substance by December 31, 2018.

In accordance with that commitment, Bermuda enacted the Economic Substance Act 2018 (the “BESA”) in December 2018. Under the BESA, if a Bermuda company is carrying on as a business one or more “relevant activity” (including: banking, insurance, fund management, financing, leasing, headquarters, shipping, distribution and service center, intellectual property or holding company) it will be required to maintain a substantial economic presence in Bermuda

and to comply with the economic substance requirements set forth in the BESA. Companies subject to the economic substance requirements will be required to file an economic substance declaration with the Registrar of Companies in Bermuda on an annual basis.

At present, the impact of the BESA is unclear and it is impossible to predict the nature and effect of these requirements on us and our subsidiaries incorporated in Bermuda. We are currently evaluating the potential effect that the BESA will have on us or our Bermuda subsidiaries.

Table of Contents

Risks Related to the Ownership of Our Shares

The price of our shares has been volatile. This volatility may negatively affect the price of our shares.

Our shares have experienced substantial price volatility. This volatility may negatively affect the price of our shares at any point in time. Our share price is likely to continue to be volatile and subject to significant price and volume fluctuations in response to market and other factors, including:

- announcements concerning our competitors, the airline industry (including the creditworthiness of airlines) or the economy in general;
- announcements concerning the availability of the type of aircraft we own;
- general and industry-specific economic conditions;
- changes in the price of aircraft fuel;
- changes in financial estimates or recommendations by securities analysts or failure to meet analysts' performance expectations;
- any increased indebtedness we may incur in the future;
- speculation or reports by the press or investment community with respect to us or our industry in general;
- announcements by us or our competitors of significant contracts, acquisitions, dispositions, strategic partnerships, joint ventures or capital commitments;
- changes or proposed changes in laws or regulations affecting the airline industry or enforcement of these laws and regulations, or announcements relating to these matters; and
- general market, political and economic conditions, including any such conditions and local conditions in the markets in which our lessees are located.

Broad market and industry factors may decrease the market price of our shares, regardless of our actual operating performance. The stock market in general has from time to time experienced extreme price and volume fluctuations, including periods of sharp decline. In the past, following periods of volatility in the overall market and the market price of a company's securities, securities class action litigation has often been instituted against these companies. Such litigation, if instituted against us, could result in substantial costs and a diversion of our management's attention and resources.

Provisions in our bye-laws, our management agreement, the indentures governing our 2021 Notes and 2024 Notes, and our voting agreement with AirAsia Group Berhad may discourage a change of control.

Our bye-laws contain provisions that could make it more difficult for a third party to acquire us without the consent of our board of directors. These include:

- provisions that permit us to require any competitor of BBAM LP that acquires beneficial ownership of more than 15% of our common shares either to tender for all of our remaining common shares for no less than their fair market value, or sell such number of common shares to us or to third parties as to reduce its beneficial ownership to less than 15%, in either case within 90 days of our request to so tender or sell;

provisions that reduce the vote of each common share held by a competitor of BBAM LP that beneficially owns 15% or more, but less than 50%, of our common shares to three-tenths of one vote per share on all matters upon which shareholders may vote;

provisions that permit our board of directors to determine the powers, preferences and rights of any preference shares we may issue and to issue any such preference shares without shareholder approval;

advance notice requirements by shareholders for director nominations and actions to be taken at annual meetings; and

no provision for cumulative voting in the election of directors, such that all the directors standing for election may be elected by our shareholders by a plurality of votes cast at a duly convened annual general meeting, the quorum for which is two or more persons present in person or by proxy at the start of the meeting and representing in excess of 25% of all votes attaching to all shares in issue entitling the holder to vote at the meeting.

These provisions may make it difficult and expensive for a third party to pursue a tender offer, change in control or takeover attempt that is opposed by our management and/or our board of directors. Public shareholders who might desire to participate in these types of transactions may not have an opportunity to do so. These anti-takeover provisions could substantially impede the ability of public shareholders to benefit from a change in control of our company or change our board of directors and, as a result, may adversely affect the market price of our shares and your ability to realize any potential change of control premium.



## Table of Contents

Provisions in our management agreement could make it more difficult for a third party to acquire our company without the consent of our board of directors or BBAM. Upon a change of control, our management agreement requires us to pay a fee equal to 1.5% of our enterprise value to our Manager. In addition, if the directors in office on December 28, 2012 and any successor to any such director who was nominated or selected by a majority of the current directors and our Manager appointed directors, cease to constitute at least a majority of the board (excluding directors appointed by our Manager), our Manager may terminate the management agreement, and we will pay our Manager a fee as follows: (i) during the first five year term, an amount equal to three times the aggregate management expense amount in respect of the last complete fiscal year prior to the termination date; (ii) during the second five year term, an amount an amount equal to two times the aggregate management expense amount in respect of the last complete fiscal year prior to the termination date; (iii) during the third five year term, an amount an amount equal to the aggregate management expense amount in respect of the last complete fiscal year prior to the termination date. Neither our management agreement nor our servicing agreements automatically terminate upon a change of control.

Furthermore, the indentures governing our 2021 Notes and 2024 Notes contain provisions that permit our noteholders to require us to redeem their notes before maturity at a premium to par upon a change of control of our company.

Finally, as a result of the AirAsia Transactions, AirAsia Group Berhad currently owns approximately 10.2% of our common shares. AirAsia Group Berhad has agreed to vote these common shares in favor of any proposal recommended by our Board for approval by our shareholders and against any proposal that is not recommended by our Board, including any proposal by a third party to acquire us. This voting agreement will make it more difficult for any proposal to be approved by our shareholders that is not recommended for approval by our Board.

Shareholders may have greater difficulties in protecting their interests than they would have as shareholders of a U.S. corporation.

The Companies Act 1981 of Bermuda, as amended, which we refer to as the “Companies Act,” applies to our company and differs in material respects from laws generally applicable to U.S. corporations and their shareholders. Taken together with the provisions of our bye-laws, some of these differences may result in shareholders having greater difficulties in protecting their interests as a shareholder of our company than they would have as a shareholder of a U.S. corporation. This affects, among other things, the circumstances under which transactions involving an interested director are voidable, whether an interested director can be held accountable for any benefit realized in a transaction with our company, what approvals are required for business combinations by our company with a large shareholder or a wholly-owned subsidiary, what rights shareholders may have to enforce specified provisions of the Companies Act or our bye-laws, and the circumstances under which we may indemnify our directors and officers.

We are a Bermuda company that is managed and controlled in Ireland. It may be difficult for you to enforce judgments against us or against our directors and executive officers.

We are incorporated under the laws of Bermuda and are managed and controlled in Ireland. Our business is based outside the United States, a majority of our directors and officers reside outside the United States and a majority of our assets and some or all of the assets of such persons are located outside the United States. As a result, it may be difficult or impossible to effect service of process within the United States upon us or those persons, or to recover against us or them on judgments of U.S. courts, including judgments predicated upon the civil liability provisions of the U.S. federal securities laws. Further, no claim may be brought in Bermuda or Ireland against us or our directors and officers in the first instance for violation of U.S. federal securities laws because these laws have no extraterritorial application under Bermuda or Irish law and do not have force of law in Bermuda or Ireland. However, a Bermuda or Irish court may impose civil liability, including the possibility of monetary damages, on us or our directors and officers if the facts alleged in a complaint constitute or give rise to a cause of action under Bermuda or Irish law.

There is doubt as to whether the courts of Bermuda or Ireland would enforce judgments of U.S. courts obtained in actions against us or our directors and officers, predicated upon the civil liability provisions of the U.S. federal securities laws, or entertain actions brought in Bermuda or Ireland against us or such persons predicated solely upon U.S. federal securities laws. Further, there is no treaty in effect between the United States and Bermuda or Ireland providing for the enforcement of judgments of U.S. courts in civil and commercial matters, and there are grounds upon which Bermuda or Irish courts may decline to enforce the judgments of U.S. courts. Some remedies available under the laws of U.S. jurisdictions, including some remedies available under the U.S. federal securities laws, may not be allowed in Bermuda or Irish courts as contrary to public policy in Bermuda or Ireland. Because judgments of U.S. courts are not automatically enforceable in Bermuda or Ireland, it may be difficult for you to recover against us or our directors and officers based upon such judgments.

Table of Contents

Future offerings of debt or equity securities by us may adversely affect the market price of our shares.

In the future, we may attempt to obtain financing or to further increase our capital resources by issuing additional common shares or offering debt or additional equity securities, including commercial paper, medium-term notes, senior or subordinated notes or preference shares. Issuing additional common shares or other additional equity offerings may dilute the economic and voting rights of our existing shareholders or reduce the market price of our common shares, or both. Upon liquidation, holders of such debt securities and preference shares, if issued, and lenders with respect to other borrowings, would receive a distribution of our available assets prior to the holders of our common shares. Preference shares, if issued, may have rights, preferences or privileges senior to existing shareholders, including with respect to liquidating distributions, dividend payments or share repurchases. Because our bye-laws permit the issuance of common and preference shares, if our board of directors approves the issuance of such shares in a future financing transaction, our existing shareholders will not have the ability to approve such a transaction. Because our decision to issue securities in any future offering will depend on market conditions and other factors beyond our control, we cannot predict or estimate the amount, timing or nature of our future offerings. Thus, holders of our common shares bear the risk of our future offerings reducing the market price of our common shares and diluting their share holdings in us.

As a foreign private issuer, we are permitted to follow certain home country corporate governance practices instead of applicable SEC and NYSE requirements, which may result in less protection than is accorded to investors under rules applicable to domestic issuers.

As a foreign private issuer, we are not required to comply with all of the rules that apply to listed U.S. companies. Nevertheless, we have generally chosen to comply with the corporate governance rules of the New York Stock Exchange (“NYSE”) as though we were a U.S. company. Accordingly, we do not believe there are any significant differences between our corporate governance practices and those that would typically apply to a U.S. domestic issuer under the NYSE corporate governance rules.

However, we intend to follow the practices of our home country, Bermuda, in connection with certain matters, including shareholder approval requirements. Under Bermuda law, we are not required to obtain shareholder approval for certain dilutive events, such as for the establishment or amendment of certain equity-based compensation plans, certain transactions other than a public offering involving issuances of a 20% or greater interest in our company and certain acquisitions of the stock or assets of another company. Following our home country practices as opposed to the requirements that would otherwise apply to a U.S. domestic issuer listed on the NYSE may provide less protection than is accorded to investors under the NYSE rules applicable to domestic issuers.

In addition, as a foreign private issuer, we are exempt from the rules and regulations under the Securities Exchange Act of 1934 (the “Exchange Act”) related to the furnishing and content of proxy statements, and our officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we are not required under the Exchange Act to file annual, quarterly and current reports and financial statements with the SEC as frequently or as promptly as domestic companies whose securities are registered under the Exchange Act.

**ITEM 4. INFORMATION ON THE COMPANY**

Fly Leasing Limited is a Bermuda exempted company that was incorporated on May 3, 2007, under the provisions of Section 14 of the Companies Act 1981 of Bermuda. We are principally engaged in purchasing commercial aircraft which we lease under multi-year contracts to a diverse group of airlines throughout the world.

Our registered office is located at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda. Although we are organized under the laws of Bermuda, we are resident in Ireland for Irish tax purposes and thus are subject to Irish

corporation tax on our income in the same way, and to the same extent, as if we were organized under the laws of Ireland. Our principal executive offices are located at West Pier Business Campus, Dun Laoghaire, County Dublin, A96 N6T7, Ireland. Our telephone number at that address is +353-1-231-1900. Our agent for service of process in the United States is Puglisi & Associates located at 850 Library Avenue, Suite 204, Newark, Delaware 19711.

Our web address is: [www.flyleasing.com](http://www.flyleasing.com). The information contained on or connected to our website is not incorporated by reference into this Annual Report on Form 20-F and should not be considered part of this or any other report filed with the SEC.

#### Our Relationship with BBAM

BBAM is a leading commercial jet aircraft servicer. BBAM and its affiliates assist us in acquiring, leasing, remarketing and selling aircraft and aircraft equipment, manage our day-to-day operations and affairs and act as Servicer for our portfolio of aircraft, engines and related leases.

## Table of Contents

We engage BBAM and its affiliates as Manager of our company and Servicer for our aircraft and engine portfolio under management and servicing agreements. Our Manager manages our company under the direction of its chief executive officer and chief financial officer, who are exclusively dedicated to our business. BBAM assists us in acquiring and disposing of our aircraft and engines, marketing our aircraft and engines for lease and re-lease, collecting rents and other payments from the lessees of our aircraft and engines, monitoring maintenance, insurance and other obligations under our leases and enforcing our rights against lessees. BBAM is among the largest aircraft leasing companies in the world, as measured by the number of aircraft it owns and manages.

BBAM LP is a private company owned by Summit, Onex and GIC. As of February 28, 2019, Summit and Onex beneficially owned an aggregate of 5,306,007 of our common shares in the form of ADSs, 934,838 of which are subject to lock-up provisions.

## Our Portfolio

As of December 31, 2018, we had 113 aircraft and seven engines in our portfolio. Of the 113 aircraft, 100 were held for operating lease, one was classified as an investment in finance lease and 12 were classified as held for sale. Our aircraft portfolio (excluding aircraft held for sale) was comprised of 90 narrow-body passenger aircraft (including one freighter) and 11 wide-body passenger aircraft (including two freighters).

We originate aircraft through BBAM's well-established relationships with airlines, financial investors and other aircraft leasing and finance companies. We primarily acquire aircraft by entering into purchase and leaseback transactions with airlines for new aircraft, purchasing portfolios consisting of aircraft of varying types and ages, and opportunistically acquiring individual aircraft that we believe are being sold at attractive prices. In addition, we actively consider opportunities to sell our aircraft, individually or in portfolio sales of various sizes, when we believe that selling will maximize our returns, or to manage the composition of our portfolio.

As of December 31, 2018, we had 51 Boeing aircraft and 50 Airbus aircraft in our portfolio (excluding aircraft held for sale). These aircraft were manufactured between 1990 and 2018 and had a weighted average age of 7.0 years as of December 31, 2018. We estimate that the useful life of our aircraft is generally 25 years from the date of manufacture. In the case of a freighter, the remaining useful life is determined based on the date of conversion and in such case, the total useful life may extend beyond 25 years from the date of manufacture.

Table of Contents

The following table presents the aircraft in our portfolio (excluding aircraft held for sale) as of December 31, 2018:

Lessee	Aircraft Type	Airframe Type	Date of Manufacture
1.	Aeromexico	B737-700	Narrow-body 2006
2.	Aeromexico	B737-700	Narrow-body 2005
3.	Aeromexico	B737-700	Narrow-body 2005
4.	Air China	B737-800	Narrow-body 2007
5.	Air Europa	B787-8	Wide-body 2017
6.	Air India	B787-8	Wide-body 2015
7.	Air India	B787-8	Wide-body 2014
8.	Air India	B787-8	Wide-body 2014
9.	Air Moldova	A319-100	Narrow-body 2006
10.	AirAsia Berhad	A320-200	Narrow-body 2014
11.	AirAsia Berhad	A320-200	Narrow-body 2013
12.	AirAsia Berhad	A320-200	Narrow-body 2013
13.	AirAsia Berhad	A320-200	Narrow-body 2012
14.	AirAsia Berhad	A320-200	Narrow-body 2012
15.	AirAsia Berhad	A320-200	Narrow-body 2012
16.	AirAsia Berhad	A320-200	Narrow-body 2011
17.	AirAsia Berhad	A320-200	Narrow-body 2011
18.	AirAsia Berhad	A320-200	Narrow-body 2010
19.	AirAsia Berhad	A320-200	Narrow-body 2010
20.	AirAsia Berhad	A320-200	Narrow-body 2010
21.	AirAsia Berhad	A320-200	Narrow-body 2010
22.	AirAsia Berhad	A320-200	Narrow-body 2009
23.	AirAsia India	A320-200	Narrow-body 2014
24.	AirAsia India	A320-200	Narrow-body 2014
25.	AirAsia India	A320-200	Narrow-body 2010
26.	AirAsia India	A320-200	Narrow-body 2005
27.	Alaska Airlines	A320-200	Narrow-body 2007
28.	American Airlines	B737-800	Narrow-body 2013
29.	American Airlines	A319-100	Narrow-body 2000
30.	American Airlines	A319-100	Narrow-body 2000
31.	American Airlines	A319-100	Narrow-body 2000
32.	American Airlines	A319-100	Narrow-body 2000
33.	Chang' An Airlines	B737-800	Narrow-body 2006
34.	Eastar Jet Co., Ltd.	B737-800	Narrow-body 2010
35.	easyJet	A319-100	Narrow-body 2007
36.	easyJet	A319-100	Narrow-body 2004
37.	easyJet	A319-100	Narrow-body 2004
38.	Ethiopian Airlines	B777-200LRF <sup>(1)</sup>	Wide-body 2015
39.	Ethiopian Airlines	B777-200LRF <sup>(1)</sup>	Wide-body 2015
40.	Finnair	A320-200 <sup>(2)</sup>	Narrow-body 2003
41.	Garuda Indonesia	B737-800	Narrow-body 2010
42.	Go2Sky	B737-800	Narrow-body 2007
43.	Go2Sky	B737-800	Narrow-body 1998
44.	Icelandair	B757-200SF <sup>(1)</sup>	Narrow-body 1990
45.	Indigo	A320-200	Narrow-body 2005
46.	Indigo	A320-200	Narrow-body 2005

Edgar Filing: Fly Leasing Ltd - Form 20-F

47.	Indonesia AirAsia	A320-200	Narrow-body	2013
48.	Indonesia AirAsia	A320-200	Narrow-body	2012
49.	Indonesia AirAsia	A320-200	Narrow-body	2012
50.	Israir Airlines	A320-200	Narrow-body	2016
51.	Jet Airways	B737-800	Narrow-body	2014
52.	Jet Airways	B737-800	Narrow-body	2014
53.	Jet Airways	B737-800	Narrow-body	2014
54.	Lucky Air Airlines	B737-800	Narrow-body	2007
55.	Lucky Air Airlines	B737-800	Narrow-body	2007
56.	Malaysian Airlines	B737-800	Narrow-body	2012

28

---

Table of Contents

Lessee	Aircraft Type	Airframe Type	Date of Manufacture	
57.	Malaysian Airlines	B737-800	Narrow-body	2011
58.	Malaysian Airlines	B737-800	Narrow-body	2011
59.	Nok Airlines	B737-800	Narrow-body	2015
60.	Oman Air S.A.O.C.	B737-800	Narrow-body	2009
61.	Oman Air S.A.O.C.	B737-800	Narrow-body	2009
62.	Pegasus Airlines	B737-800	Narrow-body	2007
63.	Philippine Airlines	A321-200	Narrow-body	2014
64.	Philippine Airlines	A321-200	Narrow-body	2014
65.	Philippine Airlines	A330-300	Wide-body	2013
66.	Philippine Airlines	A330-300	Wide-body	2013
67.	Philippines AirAsia	A320-200	Narrow-body	2007
68.	PT Batik Air	A320-200	Narrow-body	2018
69.	PT Batik Air	A320-200	Narrow-body	2017
70.	PT Lion Mentari	B737-MAX 8	Narrow-body	2017
71.	PT Lion Mentari	B737-MAX 8	Narrow-body	2017
72.	Shandong Airlines	B737-800	Narrow-body	2013
73.	Shandong Airlines	B737-800	Narrow-body	2013
74.	Smartwings	B737-800	Narrow-body	2010
75.	Spicejet Ltd	B737-800	Narrow-body	2010
76.	Spicejet Ltd	B737-800	Narrow-body	2010
77.	Spicejet Ltd	B737-800	Narrow-body	2007
78.	Spicejet Ltd	B737-800	Narrow-body	2007
79.	Spicejet Ltd	B737-900ER	Narrow-body	2007
80.	Sunwing Airlines	B737-800	Narrow-body	2006
81.	Sunwing Airlines	B737-800	Narrow-body	2006
82.	Swift Air	B737-800	Narrow-body	2006
83.	TAROM S.A.	B737-800	Narrow-body	2017
84.	Thai AirAsia	A320-200	Narrow-body	2013
85.	Thai AirAsia	A320-200	Narrow-body	2012
86.	Thai AirAsia	A320-200	Narrow-body	2010
87.	Thai AirAsia	A320-200	Narrow-body	2008
88.	Thomas Cook	A321-200	Narrow-body	2015
89.	Transavia France	B737-800	Narrow-body	2008
90.	Transavia France	B737-800	Narrow-body	2008
91.	Transavia France	B737-800	Narrow-body	2007
92.	Transavia France	B737-800	Narrow-body	2007
93.	TUI Travel Aviation Finance	B737-800	Narrow-body	2010
94.	TUI Travel Aviation Finance	B757-200	Narrow-body	1999
95.	TUI Travel Aviation Finance	B757-200	Narrow-body	1999
96.	Virgin Atlantic	A340-600	Wide-body	2006
97.	Virgin Atlantic	A340-600	Wide-body	2006
98.	Virgin Atlantic	A330-200	Wide-body	2001
99.	Vueling Airlines	A320-200	Narrow-body	2007
100.	Vueling Airlines	A320-200	Narrow-body	2007
101.	Yakutia	B737-800	Narrow-body	2002

---

(1)Freighter.



(2) Investment in finance lease.

29

---

Table of Contents

The following table presents the aircraft held for sale as of December 31, 2018:

Lessee	Aircraft Type	Airframe Type	Date of Manufacture
1. AirAsia Berhad	A320-200	Narrow-body	2012
2. AirAsia Berhad	A320-200	Narrow-body	2011
3. Garuda Indonesia	B737-800	Narrow-body	2010
4. Indonesia AirAsia <sup>(1)</sup>	A320-200	Narrow-body	2012
5. Jetstar Pacific Airlines <sup>(1)</sup>	A320-200	Narrow-body	2005
6. Philippines AirAsia <sup>(1)</sup>	A320-200	Narrow-body	2006
7. Philippines AirAsia <sup>(1)</sup>	A320-200	Narrow-body	2006
8. Smartwings <sup>(1)</sup>	B737-800	Narrow-body	2010
9. Thai AirAsia <sup>(1)</sup>	A320-200	Narrow-body	2010
10. Thai AirAsia <sup>(1)</sup>	A320-200	Narrow-body	2010
11. Thai AirAsia <sup>(1)</sup>	A320-200	Narrow-body	2008
12. THY <sup>(1)</sup>	A320-200	Narrow-body	2005

---

(1) Aircraft was sold subsequent to December 31, 2018.

The following table presents the engines in our portfolio as of December 31, 2018:

Lessee	Engine Type	Date of Manufacture
1. AirAsia Berhad	CFM56-5B4/3	2011
2. AirAsia Berhad	CFM56-5B6/3	2011
3. AirAsia Berhad	CFM56-5B4/3	2008
4. AirAsia Berhad	CFM56-5B6/3	2008
5. AirAsia Berhad	CFM56-5B6/P	2006
6. AirAsia Japan	CFM56-5B6/3	2009
7. Indonesia AirAsia	CFM56-5B6/3	2015

The following table summarizes the composition of our aircraft portfolio (excluding aircraft held for sale) by manufacturer and aircraft type as of December 31, 2018:

Aircraft Manufacturer	Aircraft Type	Number of Aircraft
Airbus	A319-100	8
	A320-200 <sup>(1)</sup>	34
	A321-200	3
	A330-200	1
	A330-300	2
	A340-600	2
	Total	50
Boeing	B737-700	3
	B737-MAX 8	2
	B737-800	36
	B737-900ER	1
	B757-200	2

Edgar Filing: Fly Leasing Ltd - Form 20-F

	B757-200SF	1
	B777-200LRF	2
	B787-8	4
	Total	51
Total		101

---

(1) Includes an investment in finance lease.

Our aircraft portfolio (excluding aircraft held for sale) is composed of 71% narrow-body aircraft and 29% wide-body aircraft, based on net book values as of December 31, 2018. Our narrow-body aircraft include Airbus A319, Airbus A320, Airbus A321, Boeing 737-Max 8, and next generation Boeing 737 and Boeing 757 aircraft families, which enjoy high worldwide demand due to their fuel-efficient design, relatively low maintenance costs, and an increase in customer demand for point-to-point destination service. These aircraft are based on more routes around the world than any other airframe and thus have the largest installed base. Our wide-body aircraft include Airbus A330, Airbus A340 and next generation Boeing 777 (freighter) and Boeing 787 aircraft families.

30

---

Table of Contents

The following table presents the composition of our aircraft portfolio (excluding aircraft held for sale) based on airframe type as of December 31, 2018:

Airframe Type	Number of Aircraft
Narrow-body <sup>(1)</sup> <sup>(2)</sup>	90
Wide-body <sup>(3)</sup>	11
Total	101

(1)Includes an investment in finance lease.

(2)Includes one freighter.

(3)Includes two freighters.

## Our Markets

Our aircraft and engines are leased under multi-year contracts to a diverse group of airlines throughout the world. The following table presents the distribution of our lease revenue from our portfolio by geographic region (dollars in thousands):

	Years ended					
	2018		2017		2016	
Europe:						
United Kingdom	\$31,259	8 %	\$29,182	8 %	\$34,498	11 %
Spain	17,267	4 %	11,199	3 %	5,361	2 %
Turkey	12,114	3 %	17,103	5 %	24,593	8 %
Germany	—	—	26,457	8 %	13,836	4 %
Other <sup>(1)</sup>	32,670	8 %	29,911	9 %	30,460	9 %
Europe — Total	93,310	23 %	113,852	33 %	108,748	34 %
Asia and South Pacific:						
India	87,492	22 %	64,381	18 %	39,640	13 %
Philippines	35,009	9 %	29,825	9 %	29,129	9 %
Indonesia	32,336	8 %	16,308	5 %	8,320	3 %
Malaysia	26,748	7 %	8,767	3 %	2,647	1 %
China	21,103	5 %	22,611	6 %	23,882	8 %
Other	18,756	4 %	10,496	3 %	16,320	4 %
Asia and South Pacific — Total	221,444	55 %	152,388	44 %	119,938	38 %
Mexico, South and Central America — Total	11,415	3 %	17,565	5 %	17,707	6 %
North America:						
United States	20,147	5 %	17,647	5 %	24,591	8 %
Other	6,242	2 %	6,237	2 %	6,223	2 %
North America — Total	26,389	7 %	23,884	7 %	30,814	10 %
Middle East and Africa:						
Ethiopia	30,019	8 %	30,018	9 %	30,084	10 %
Other	17,612	4 %	9,918	2 %	8,357	2 %
Middle East and Africa — Total	47,631	12 %	39,936	11 %	38,441	12 %
Total Lease Revenue	\$400,189	100 %	\$347,625	100 %	\$315,648	100 %

(1) Includes \$0.7 million, \$0.7 million and \$2.1 million of finance lease revenue in 2018, 2017 and 2016, respectively.

## Our Leases

### Lease Terms

All of our leases are on a “net” basis with the lessee generally responsible for all operating expenses, which customarily include maintenance, fuel, crews, airport and navigation charges, taxes, licenses, aircraft registration and insurance. At December 31, 2018, we had 108 lease agreements (excluding lease agreements associated with aircraft classified as held for sale), 98 of which had fixed lease rates and 10 had floating lease rates.

31

---

Table of Contents

Our portfolio (excluding aircraft held for sale) is leased to 44 airlines in 25 countries, in both developed and emerging markets. Under our leases, the lessees agree to lease the aircraft or engines for a fixed term, although in some cases the lessees may have early termination or lease extension options. Our leases are scheduled to expire between 2019 and 2030 and have a weighted average remaining lease term of 5.9 years as of December 31, 2018.

The following table presents the scheduled lease maturity of the flight equipment in our portfolio (excluding aircraft held for sale) as of December 31, 2018:

Year of Scheduled Lease Expiration	Narrow-body	Wide-body	Engines	Total
2019	7	2	—	9
2020	12	(1) —	—	12
2021	14	1	—	15
2022	19	—	6	25
2023	8	—	1	9
2024	9	—	—	9
2025	5	(2) 2	—	7
2026	5	—	—	5
2027	3	2	(3) —	5
2028	4	3	—	7
2029	3	1	—	4
2030	1	—	—	1
Total	90	11	7	108

(1) Includes one freighter.

(2) Includes an investment in finance lease.

(3) Includes two freighters.

At December 31, 2018, we had nine leases in our portfolio scheduled to expire in 2019, three of which were subject to a letter of intent for the sale or re-lease of aircraft. There are six aircraft remaining to be remarketed in 2019. We may have additional remarketings in 2019 if any other leases are terminated prior to their scheduled expiry dates.

Most lease rentals are payable monthly in advance, but some lease rentals are payable in arrears. In addition, some of our leases require quarterly lease payments. Most of our leases provide that the lessee's payment obligations are absolute and unconditional under any and all circumstances. Lessees are generally required to make payment without deduction of any amounts that we may owe the lessee or any claims that the lessee may have against us. Most of our leases also require lessees to gross up lease payments where they are subject to withholdings and other taxes.

The cost of an aircraft typically is not fully recovered over the term of the initial lease. We therefore assume the risk that we will not be able to recover our investment in the aircraft upon expiration or early termination of the lease and of the ultimate residual value. Operating leases allow airlines greater fleet and financial flexibility than outright ownership because of the relatively shorter-term nature of operating leases, the relatively small initial capital outlay necessary to obtain use of the aircraft and the significant reduction in aircraft residual value risk.

**Security Deposits and Letters of Credit.** The majority of our leases provide for cash security deposits and/or letters of credit which may be drawn in the event that a lessee defaults under its respective lease. Security deposits and/or letters of credit may mitigate losses we may incur while attempting to re-lease the aircraft. Under certain circumstances, the lessee may be required to obtain guarantees or other financial support from an acceptable financial institution or other third parties.

**Maintenance Obligations.** Under our leases, the lessee is generally responsible for all maintenance and repairs and compliance with return conditions of aircraft on lease. In connection with the lease of a used aircraft we sometimes agree to contribute specific additional amounts to the cost of certain major overhauls or modifications, which usually reflect the usage of the aircraft prior to the commencement of the lease. In many cases, we also agree to share with our lessees the cost of compliance with airworthiness directives.

Our portfolio includes leases pursuant to which we collect maintenance reserve payments that are determined based on passage of time or usage of the aircraft or engine measured by hours flown or cycles operated. These payments may be paid in cash or letters of credit which can be drawn if maintenance obligations are not otherwise paid. Under these leases, we are obligated to make reimbursements to the lessee for expenses incurred for certain major maintenance, up to a maximum amount that is typically determined based on maintenance reserves paid by the lessee. Certain leases also require us to make maintenance contributions for costs associated with certain major maintenance events in excess of any maintenance reserve payments. Major maintenance includes heavy airframe, off-wing engine, landing gear and auxiliary power unit overhauls and replacements of engine life limited parts. We are not obligated to make maintenance contributions under any lease pursuant to which a lessee default has occurred and is continuing. We also have leases that provide for lease-end maintenance adjustment payments based on the usage of the aircraft or engine during the lease term and its condition upon redelivery. Typically, payments are made by the lessee to us, although in some cases, we have been required to make such payments to the lessee.

Table of Contents

**Compliance with Laws.** The lessee is responsible for compliance with all applicable laws and regulations with respect to the aircraft. We generally require our lessees to comply with the standards of either the U.S. Federal Aviation Administration or its non-U.S. equivalent.

**General.** Each aircraft or engine generally must remain in the possession of the applicable lessee and any sublessees of the aircraft generally must be approved by the lessor unless, in some leases, certain conditions are met. Under most of our leases, the lessees may enter into charter or “wet lease” arrangements in respect of the aircraft (i.e., a lease with crew and services provided by the lessor under the lease), provided the lessee does not part with operational control of the aircraft. Under some of our leases, the lessee is permitted to enter into subleases with specified operators or types of operators without the lessor’s consent, provided certain conditions are met. As of December 31, 2018, our lessees have informed us of the following subleases:

Lessee	Sublessee
Transavia France	Air Transat
Smartwings	Air Transat
Smartwings	Sunwing Airlines

Our leases also generally permit the lessees to subject the equipment or components to removal or replacement and, in certain cases, to pooling arrangements (temporary borrowing of equipment), without the lessor’s consent but subject to conditions and criteria set forth in the applicable lease. Under our leases, the lessee may deliver possession of the aircraft, engines and other equipment or components to the relevant manufacturer for testing or similar purposes, or to a third party for service, maintenance, repair or other work required or permitted under the lease.

Some foreign countries have currency and exchange laws regulating the international transfer of currencies. When necessary, we will require as a condition to any foreign transaction, that the lessee or purchaser in a foreign country obtain the necessary approvals of the appropriate government agency, finance ministry or central bank for the remittance of all funds contractually owed in U.S. dollars. We attempt to minimize our currency and exchange risks by negotiating most of our aircraft leases and all of our sales transactions in U.S. dollars.

**Lease Restructurings.** During the term of a lease, a lessee’s business circumstances may change to the point where it is economically sensible for us to consider restructuring the terms of the lease. Restructurings may involve the voluntary termination of leases prior to the scheduled lease expiration, the arrangement of subleases from the primary lessee to another airline, the rescheduling of lease payments, the forgiveness and/or reduction of lease obligations and the extension of the lease terms.

**Aircraft Repossessions.** On a lease default, we may seek to terminate the lease and gain possession of the aircraft for remarketing. Although the majority of repossessions are accomplished through negotiation, if we cannot obtain the lessee’s cooperation we would have to take legal action in the appropriate jurisdiction. This legal process could delay the ultimate return of the aircraft. In addition, in connection with the repossession of an aircraft, we may be required to pay outstanding mechanics, airport, navigation and other liens on the repossessed aircraft. These charges could relate to other aircraft that we do not own but were operated by the defaulting lessee. In contested repossessions, we likely would incur substantial additional costs for maintenance, refurbishment and remarketing of the aircraft.

**Lease Management and Remarketing**

We outsource our lease management and aircraft remarketing activities to BBAM. Pursuant to our servicing agreements with BBAM, BBAM provides us with services related to leasing our fleet, including marketing aircraft and engines for lease and re-lease or sale, collecting rents and other payments from our lessees, monitoring maintenance, insurance and other obligations under our leases and enforcing our rights against lessees.



From time to time, we may decide to dispose of our aircraft or engines at or before the expiration of their leases. In 2018, we sold six aircraft.

33

---

## Table of Contents

### Competition

The leasing and remarketing of commercial jet aircraft is highly competitive. We face competition from airlines, aircraft manufacturers, financial institutions, aircraft brokers, special purpose vehicles formed for the purpose of acquiring, leasing and selling aircraft, and public and private partnerships, investors and funds, including private equity firms and hedge funds. Competition for leasing transactions is based on a number of factors including delivery dates, lease rates, lease terms, aircraft condition and the availability in the marketplace of the types of aircraft to meet the needs of the customers. See the risk factor “We operate in a highly competitive market for investment opportunities in aircraft.”

### Insurance

We require our lessees to obtain those types of insurance and, as appropriate, reinsurance coverage which are customary in the air transportation industry. These include aircraft all-risk hull insurance covering the aircraft and its engines and spares and hull and spares war and allied perils insurance covering risks such as hijacking, terrorism, confiscation, expropriation, seizure and nationalization to the extent normally available in the international market. Coverage under aircraft hull insurance policies generally is subject to standard deductible levels in respect of partial damage to the aircraft, in some instances and under certain circumstances the lessee has the right to self-insure some or all of the risk. The lessee is required to pay all deductibles, and also would be responsible for payment of amounts self-insured.

We also require our lessees to carry comprehensive aviation liability insurance, including war and allied perils coverage, provisions for bodily injury, property damage, passenger liability, cargo liability and such other provisions reasonably necessary in commercial passenger and cargo airline operations. Coverage under liability policies generally is not subject to deductibles except as to baggage and cargo that are standard in the airline insurance industry.

In general, we are named as an additional insured and loss payee on the hull all risks and hull and spares war policies for the sum of the stipulated loss value or agreed value of the aircraft and our own contingent coverage in place is at least equal to the appraised value of the aircraft. In cases where the Servicer believes that the agreed value stated in the lease is not sufficient, the Servicer will purchase additional coverage, either in the form of hull and hull war total loss only or hull and hull war excess hull insurance for the deficiency and as an additional insured on the liability policies carried by our lessees.

The Servicer will obtain certificates of insurance/reinsurance from the lessees’ brokers to evidence the existence of such coverage. These certificates generally include, in addition to the information above, (i) a breach of warranty endorsement so that, subject to certain standard exceptions, our interests are not prejudiced by any act or omission of the lessee, (ii) confirmation that the liability coverage is primary and not contributory, (iii) agreement that insurers waive rights of subrogation against us and (iv) in respect to all policies, a 30-day notice of cancellation or material change; however, war and allied perils policies customarily provide seven days advance written notice for cancellation and may be subject to lesser notice under certain market conditions.

The insurance market imposes a sub limit on each operator’s primary liability policy applicable to third-party war risk liability. This limit customarily does not exceed \$150 million, upon which additional excess third party war liability coverage is then obtained in the London and the International Markets. U.S., Canadian and certain other non-European Community-based airlines have government war-risk insurance programs available in which they currently participate.

Although we currently require each lessee to purchase third party war risk liability in amounts greater than such sublimits, or obtain an indemnity from their government, the market or applicable governments may discontinue to

make such excess coverage available for premiums that are acceptable to carriers. As a result, it is possible that we may be required to permit lessees to operate with considerably less third-party war risk liability coverage than currently carried, which could have a material adverse effect on the financial condition of our lessees and on us in the event of an uncovered claim.

In addition to the coverage maintained by our lessees, we maintain both contingent hull, hull war and liability insurance and possession hull, hull war and liability insurance with respect to our aircraft. Such contingent insurance is intended to provide coverage in the event that the insurance maintained by any of our lessees should not be available for our benefit as required pursuant to the terms of the contract. Such possession insurance is intended to provide coverage for any periods in which an aircraft is not subject to a lease agreement with a lessee. Consistent with industry practice, our possession insurance policies are subject to commercially reasonable deductibles or self-retention amounts.

We have made every reasonable effort to insure against all customary risks, including that lessees will at all times comply with their obligations to maintain insurance, that any particular claim will be paid, and that we will be able to procure adequate insurance coverage at commercially reasonable rates in the future.

Table of Contents

Government Regulation

The air transportation industry is highly regulated. Because we do not operate aircraft, we generally are not directly subject to most of these laws. However, our lessees are subject to extensive regulation under the laws of the jurisdiction in which they are registered or under which they operate. These laws govern, among other things, the registration, operation, maintenance and condition of our aircraft. See the risk factor, “We cannot assure you that lessees and governmental authorities will comply with the registration and deregistration requirements in the jurisdictions where our lessees operate.”

Most of our aircraft are registered in the jurisdictions in which the lessees of our aircraft are certified as air operators. As a result, our aircraft are subject to the airworthiness and other standards imposed by these jurisdictions. See the risk factor, “Government regulations could require substantial expenditures, reduce our profitability and limit our growth.”

Properties

We have no physical facilities. Our executive offices are located on our Manager’s premises in Dublin, Ireland.

ITEM 4A. UNRESOLVED STAFF COMMENTS

None.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our consolidated financial statements and related notes included elsewhere in this Annual Report. The consolidated financial statements have been prepared in accordance with U.S. GAAP and are presented in U.S. dollars. The discussion below contains forward-looking statements that are based upon our current expectations and are subject to uncertainty and changes in circumstances. Actual results may differ materially from these expectations due to changes in global, regional or local political, economic, business, competitive, market, regulatory and other factors, many of which are beyond our control. See “Preliminary note” and Item 3 “Key Information — Risk factors.”

Overview

Fly Leasing Limited is a Bermuda exempted company that was incorporated on May 3, 2007, under the provisions of Section 14 of the Companies Act 1981 of Bermuda. We are principally engaged in purchasing commercial aircraft and aircraft equipment, which we lease under multi-year contracts to a diverse group of airlines throughout the world.

Although we are organized under the laws of Bermuda, we are a resident of Ireland for tax purposes and are subject to Irish corporation tax on our income in the same way, and to the same extent, as if we were organized under the laws of Ireland.

In 2018, we acquired 34 aircraft and seven engines and sold six aircraft.

For the year ended December 31, 2018, we had net income of \$85.7 million, or diluted earnings per share of \$2.88. Net cash provided by operating activities for the year ended December 31, 2018 totaled \$241.1 million. Net cash used in investing activities was \$853.5 million and net cash provided by financing activities was \$436.7 million for the year ended December 31, 2018.

As of December 31, 2018, we had 113 aircraft and seven engines in our portfolio. Of the 113 aircraft, 100 were held for operating lease, one was classified as an investment in finance lease and 12 were classified as held for sale.

## AirAsia Transactions

On February 28, 2018, we entered into the Share Purchase Agreement (as amended, the “SPA”) with our subsidiary, Fly Aladdin Holdings Limited (“Fly Aladdin”), AirAsia Group Berhad, as successor to AirAsia Berhad (“AirAsia”), and its subsidiary, Asia Aviation Capital Limited (“AACL”) with respect to the AirAsia Transactions. Under the terms of the SPA, we agreed to acquire a portfolio of 33 Airbus A320-200 aircraft and seven engines on operating leases to the AirAsia Group (“Portfolio A”), and one Airbus A320-200 aircraft on operating lease to a third-party airline. As of December 31, 2018, 33 Airbus A320-200 aircraft and seven engines in Portfolio A were transferred to us. Under the terms of the SPA, the delivery period expired in the fourth quarter of 2018. At expiry, one Airbus A320-200 aircraft on operating lease to a third-party airline had not been transferred, and the parties’ obligations under the SPA to purchase and sell this aircraft expired. Accordingly, we have completed the Portfolio A transactions.

## Table of Contents

In addition to the Portfolio A transactions, on February 28, 2018, we agreed to acquire 21 Airbus A320neo family aircraft to be leased to the AirAsia Group as the aircraft deliver between 2019 and 2021 (“Portfolio B”) and acquired options to purchase up to 20 Airbus A320neo family aircraft, not subject to lease, as the aircraft deliver between 2019 and 2025 (“Portfolio C”). We did not exercise our options with respect to any of the Portfolio C aircraft delivering in 2019. We have options to purchase up to 17 Portfolio C aircraft delivering between 2020 and 2025. Please refer to Item 18. Financial Statements — Note 6. Flight Equipment Held For Operating Lease, Note 14. Shareholders’ Equity and Note 17. Commitments and Contingencies for further information regarding the AirAsia Transactions.

### Sale of 12 Aircraft to Horizon

On November 30, 2018, we agreed to sell 12 aircraft to Horizon Aircraft Finance I Limited and Horizon Aircraft Finance I LLC (together, “Horizon”). The transaction was effected pursuant to a Purchase Agreement (the “Horizon Purchase Agreement”), dated as of November 30, 2018, among Horizon and the sellers party thereto, including our subsidiaries. As of December 31, 2018, three aircraft had been delivered to Horizon. We have delivered eight aircraft to Horizon subsequent to December 31, 2018 and expect to deliver the last aircraft in the first quarter of 2019. The aircraft in Horizon’s portfolio will be serviced and managed by affiliates of BBAM LP, whose affiliates also manage and service our aircraft portfolio.

### Market Conditions

The airline industry has been profitable every year since 2012 and airline profitability is expected to continue in 2019. Global passenger air traffic grew by 6.5% in 2018 and load factors were at record levels for the year. The upward trend in passenger volume is expected to continue in 2019 at a projected growth rate of 6%. Further, utilization remains strong and the parked fleet is steady at well under 4% for aircraft under 20 years old. Competition remains strong in the sale lease-back market and aircraft values generally remain stable.

Long term, we believe the overall positive trends in world air traffic and demand for commercial aircraft will continue to drive growth in the aircraft leasing market. Aircraft manufacturers are increasing the production rates of their narrow-body aircraft and certain of their wide-body aircraft, as airlines continue to transition to new models.

Despite the current overall favorable market conditions, the airline industry is cyclical, and macroeconomic, geopolitical and other risks may negatively impact airline profitability or create unexpected volatility in the aircraft leasing market. In particular, uncertainty about geopolitical events such as Brexit as well as ongoing U.S.-China trade tensions could impact airlines in the near term. Although we expect the overall airline industry to remain profitable, profits are not uniformly distributed among airlines, and certain airlines, particularly airlines operating in highly competitive jurisdictions, smaller airlines and start-up carriers, may struggle financially. These lessees may be unable to make lease rental and other payments on a timely basis. In addition, the increasing new aircraft production rates by aircraft manufacturers may reduce the demand for used aircraft, leading to a reduction in the lease rates and the values of used aircraft, or may create a condition of oversupply should demand falter.

### Critical Accounting Policies and Estimates

Fly prepares its consolidated financial statements in accordance with U.S. GAAP, which requires the use of estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. The use of estimates is a significant factor affecting the reported carrying values of flight equipment, investments, deferred assets, accruals and reserves. We utilize third party appraisers and industry valuation professionals, where possible, to support estimates, particularly with respect to flight equipment. Despite our best efforts to accurately estimate such amounts, actual results could differ from those estimates. The following is a discussion of the accounting policies that involve a high degree of judgment and the methods of their application.

## Flight Equipment

Flight equipment held for operating lease is stated at cost less accumulated depreciation and impairment. Flight equipment are depreciated to their residual values on a straight-line basis over their estimated remaining useful life, generally 25 years from the date of manufacture. Residual values are generally estimated to be 15% of the original manufacturer's estimated realized price for the flight equipment when new. Estimated residual values and useful lives of flight equipment are reviewed and adjusted, if appropriate, during each reporting period.

Management may, at its discretion, make policy exceptions on a case by case basis when, in its judgment, the residual value calculated pursuant to policy does not appear to reflect current expectations of residual values. Examples of such situations include, but are not limited to:

Flight equipment where original manufacturer's prices are not relevant due to plane modifications and conversions.

Flight equipment that is out of production and may have a shorter useful life or lower residual value due to obsolescence.

### Table of Contents

The remaining life of a converted freighter is determined based on the date of conversion, in which case, the total useful life may extend beyond 25 years from the date of manufacture.

Flight equipment which management believes will be disposed of prior to the end of its estimated useful life.

Changes in the expected lives or residual values of aircraft could have a significant impact on our results of operations.

Held for Sale. We classify flight equipment as held for sale when we commit to and commence a plan of sale that is reasonably expected to be completed within one year and satisfies certain other criteria provided by the FASB. Aircraft classified as held for sale are not depreciated. Flight equipment held for sale is recorded at the lesser of carrying value or fair value, less estimated cost to sell. An impairment loss is recorded for an asset held for sale when the carrying value of the asset exceeds its fair value, less estimated cost to sell.

Impairment. Impairment analyses require the use of assumptions and estimates, including the level of future rents, the residual value of the flight equipment to be realized upon sale at some future date, estimated downtime between re-leasing events and the amount of re-leasing costs.

We evaluate flight equipment for impairment when circumstances indicate that the carrying amounts of such assets may not be recoverable. Our evaluation of impairment indicators include, but are not limited to, recent transactions for similar aircraft, adverse changes in market conditions for specific aircraft types, third party appraisals of aircraft, published values for similar aircraft, any occurrence of adverse changes in the aviation industry and the overall market conditions that could impact the fair value of our aircraft. The review for recoverability includes an assessment of currently contracted leases, future projected lease rates, transition costs, estimated down time and estimated residual or scrap values of the aircraft on its eventual disposition.

Future cash flows are assumed to occur under current market conditions and assume adequate time for a sale between a willing and able buyer and a willing seller. Expected future lease rates are based on all relevant information available, including the existing lease, current contracted rates for similar aircraft, appraisal data and industry trends. Residual value assumptions generally reflect an aircraft's salvage value, except where more recent industry information indicates a different value is appropriate.

If the sum of the expected future cash flows (undiscounted and without interest charges) is less than the carrying amount of the asset, we will assess whether the carrying values of the flight equipment exceed the fair values. An impairment loss is recognized equal to the excess of the carrying amount of the impaired asset over its fair value. Fair value reflects the present value of the cash expected to be generated in the future, including its expected residual value, discounted at a rate commensurate with the associated risk.

Changes to expected future cash flows could result in impairment charges which could have a significant impact on our results of operations.

### Maintenance Rights

We identify, measure and account for maintenance right assets and liabilities associated with our acquisitions of aircraft or aircraft equipment with in-place leases. A maintenance right asset represents the fair value of our contractual right under a lease to receive an aircraft or aircraft equipment in an improved maintenance condition at lease expiry as compared to the maintenance condition on the acquisition date. A maintenance right liability represents our obligation to pay the lessee for the difference between the contractual maintenance condition of the aircraft at lease expiry and the actual maintenance condition of the aircraft or aircraft equipment on the acquisition date.



Our aircraft and aircraft equipment are typically subject to triple-net leases pursuant to which the lessee is responsible for maintenance, which is accomplished through one of two types of provisions in our leases: (i) end of lease return conditions (EOL Leases) or (ii) periodic maintenance payments (MR Leases).

#### EOL Leases

Under EOL Leases, the lessee is obligated to comply with certain return conditions which require the lessee to perform lease end maintenance work or make cash compensation payments at the end of the lease to bring the aircraft or aircraft equipment into a specified maintenance condition.

Maintenance right assets in EOL Leases represent the difference in value between the contractual right to receive an aircraft or aircraft equipment in an improved maintenance condition at lease expiry as compared to the maintenance condition on the acquisition date. Maintenance right liabilities exist in EOL Leases if, on the acquisition date, the maintenance condition of the aircraft or aircraft equipment is greater than the contractual return condition in the lease at lease expiry and we are required to pay the lessee in cash for the improved maintenance condition.

## Table of Contents

When we have recorded maintenance right assets with respect to EOL Leases, the following accounting scenarios exist: (i) the aircraft or aircraft equipment is returned at lease expiry in the contractually required maintenance condition without any cash payment to us by the lessee, the maintenance right asset is relieved and an aircraft improvement is recorded to the extent the improvement is substantiated and deemed to meet our capitalization policy; (ii) the lessee pays us cash compensation at lease expiry in excess of the value of the maintenance right asset, the maintenance right asset is relieved and any excess is recognized as end of lease income; or (iii) the lessee pays us cash compensation at lease expiry that is less than the value of the maintenance right asset, the cash is applied to the maintenance right asset and the balance of such asset is relieved and recorded as an aircraft improvement to the extent the improvement is substantiated and meets our capitalization policy. Any aircraft improvement will be depreciated over a period to the next scheduled maintenance event in accordance with our policy with respect to major maintenance.

When we have recorded maintenance right liabilities with respect to EOL Leases, the following accounting scenarios exist: (i) the aircraft or aircraft equipment is returned at lease expiry in the contractually required maintenance condition without any cash payment by us to the lessee, the maintenance right liability is relieved and end of lease income is recognized; (ii) we pay the lessee cash compensation at lease expiry of less than the value of the maintenance right liability, the maintenance right liability is relieved and any difference is recognized as end of lease income; or (iii) we pay the lessee cash compensation at lease expiry in excess of the value of the maintenance right liability, the maintenance right liability is relieved and the excess amount is recorded as an aircraft improvement.

## MR Leases

Under MR Leases, the lessee is required to make periodic maintenance payments to us based upon usage of the aircraft or aircraft equipment. When qualified major maintenance is performed during the lease term, we are required to reimburse the lessee for the costs associated with such maintenance. At the end of lease, we are entitled to retain any cash receipts in excess of the required reimbursements to the lessee.

Maintenance right assets in MR Leases represent the right to receive an aircraft or aircraft equipment in an improved condition relative to the actual condition on the acquisition date. The aircraft or aircraft equipment is improved by the performance of qualified major maintenance paid for by the lessee who is reimbursed by us from the periodic maintenance payments that we receive.

When we have recorded maintenance right assets with respect to MR Leases, the following accounting scenarios exist: (i) the aircraft or aircraft equipment is returned at lease expiry and no qualified major maintenance has been performed by the lessee since the acquisition date, the maintenance right asset is offset by the amount of the associated maintenance payment liability and any excess is recorded as end of lease income, which is consistent with our existing policy; or (ii) we have reimbursed the lessee for the performance of qualified major maintenance, the maintenance right asset is relieved and an aircraft improvement is recorded.

There are no maintenance right liabilities for MR Leases.

When flight equipment is sold, maintenance rights are released from the balance sheet as part of the disposition gain or loss.

## Derivative Financial Instruments

We use derivative financial instruments to manage our exposure to interest rate and foreign currency risks. All derivatives are recognized on the balance sheet at their fair values. Pursuant to U.S. GAAP, changes in the fair value of the item being hedged are recognized into earnings in the same period and in the same income statement line as the change in the fair value of the derivative instrument. On the date that we enter into a derivative contract, we typically

document all relationships between the hedging instruments and the hedged items, as well as its risk management objective and strategy for undertaking each hedge transaction.

Derivative instruments designated in a hedge relationship to mitigate exposure to variability in expected future cash flows, or other types of forecasted transactions, are considered cash flow hedges. Cash flow hedges are accounted for by recording the fair value of the derivative instrument on the balance sheet as either a freestanding asset or liability. Changes in the fair value of a derivative that is designated and qualifies as an effective cash flow hedge are recorded in accumulated other comprehensive income, net of tax, until earnings are affected by the variability of cash flows of the hedged item. Any derivative gains and losses that are not effective in hedging the variability of expected cash flows of the hedged item or that do not qualify for hedge accounting treatment are recognized directly into income.

## Table of Contents

At the hedge's inception and at least every reporting period thereafter, a formal assessment is performed to determine whether changes in cash flows of the derivative instrument have been highly effective in offsetting changes in the cash flows of the hedged items and whether they are expected to be highly effective in the future. We discontinue hedge accounting prospectively when (i) we determine that the derivative is no longer effective in offsetting changes in the cash flows of a hedged item; (ii) the derivative expires or is sold, terminated, or exercised; or (iii) we determine that designating the derivative as a hedging instrument is no longer appropriate. In all situations in which hedge accounting is discontinued and the derivative remains outstanding, the derivative instrument is carried at its fair market value on the balance sheet with changes in fair value recognized into current-period earnings. The remaining balance in accumulated other comprehensive income associated with the derivative that has been discontinued is not recognized in the income statement unless it is probable that the forecasted transaction will not occur. Such amounts are recognized in earnings when earnings are affected by the hedged transaction.

## Revenue Recognition

Revenue is recognized to the extent that it is probable that the economic benefits will flow to Fly and the revenue can be reliably measured. Where revenue amounts do not meet these recognition criteria, recognition is delayed until the criteria are met.

**Operating lease revenue.** We receive lease revenue from flight equipment under operating leases. Rental income from aircraft and aircraft equipment is recognized on a straight-line basis over the initial term of the respective lease. The operating lease agreements generally do not provide for purchase options, however, the leases may allow the lessee to exercise an option to extend the lease for an additional term. Contingent rents are recognized as revenue when the contingency is resolved. Revenue is not recognized when collection is not reasonably assured.

**End of lease income.** The amount of end of lease income we recognize in any reporting period is inherently volatile and depends upon a number of factors, including the timing of both scheduled and unscheduled lease expiries, and the timing of maintenance performed on the aircraft or aircraft equipment by the lessee, among others.

**Lease incentives.** Our leases may contain provisions which require us to contribute a portion of the lessee's costs for heavy maintenance, overhaul or replacement of certain high-value components. We account for these expected payments as lease incentives, which are amortized as a reduction of lease revenue over the life of the lease.

**Lease premium and discount.** Lease premiums and lease discounts are amortized into operating lease revenue over the lease term. Amortization of lease premiums decreases rental revenue and amortization of lease discounts increases rental revenue.

**Finance lease income.** Revenue from finance leases is recognized using the interest method to produce a level yield over the life of the finance lease.

## Income Taxes

We provide for income taxes by tax jurisdiction. Deferred income tax assets and liabilities are recognized for the future tax consequences of temporary differences between the financial statements and tax basis of existing assets and liabilities at the enacted tax rates expected to apply when the assets are recovered or liabilities are settled. A valuation allowance is used to reduce deferred tax assets to the amount which management ultimately expects to be more likely than not realized.

We recognize an uncertain tax benefit only to the extent that it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. We have elected to classify interest on unpaid income taxes and penalties as a component of the provision for income taxes. No interest

on unpaid income taxes and penalties were incurred during each of the years ended December 31, 2018, 2017 and 2016.

#### New Accounting Pronouncements

In May 2014, FASB issued ASU 2014-09, Revenue from Contracts with Customers (Topic 606). ASU 2014-09 outlines a single comprehensive model for entities to use in accounting for revenues arising from contracts with customers. Under the guidance, revenue is recognized when a customer obtains control of promised goods or services in an amount that reflects the consideration the entity expects to receive in exchange for those goods or services. In addition, the guidance requires disclosure of the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The guidance specifically notes that lease contracts are a scope exception. The guidance is effective for annual reporting periods, including interim periods, beginning after December 15, 2017. We adopted the guidance effective January 1, 2018. The adoption did not have a significant impact on the consolidated financial statements and the related footnotes because lease revenue, which comprises the majority of our revenue, is excluded from the scope of this guidance.

## Table of Contents

In February 2016, the Financial Accounting Standards Board (the “FASB”) issued its new lease guidance, ASU 2016-02, Leases (Topic 842). Under the new guidance, lessees will be required to recognize the following for all leases (with the exception of short-term leases) on the commencement date: (i) lease liability, which is a lessee’s obligation to make lease payments arising from a lease, measured on a discounted basis; and (ii) right-of-use asset, which is an asset that represents the lessee’s right to use, or control the use of, a specified asset for the lease term. Under the new guidance, lessor accounting is largely unchanged. FASB has decided that lessors will be precluded from recognizing selling profit and revenue at lease commencement for any finance lease that does not transfer control of the underlying asset to the lessee. In addition, the new guidance will require lessors to capitalize, as initial direct costs, only those costs that are incurred in connection with the execution of a lease. Any other costs incurred, including allocated indirect costs, will no longer be capitalized and instead will be expensed as incurred.

In July 2018, FASB issued new guidance to provide entities with relief from the costs of implementing certain aspects of ASU 2016-02, Leases (Topic 842). Under a new transition method, entities can elect to not restate comparative periods presented in financial statements in the period of adoption. The FASB also issued new practical expedients that allows lessors to elect not to separate lease and associated lease components within a contract if the following conditions are met:

- ¶The timing and pattern of transfer for the non-lease component and the associated lease component are the same; and
- ¶The stand-alone lease component would be classified as an operating lease if accounted for separately.

The new leasing guidance is effective for annual reporting periods (including interim periods) beginning after December 15, 2018, and early adoption is permitted. We adopted the guidance effective January 1, 2019 and elected the practical expedients and transition relief, which will not require us to restate comparative periods. The adoption did not result in any adjustment to our consolidated balance sheets, results of operations or cash flows.

In August 2017, FASB issued ASU 2017-12, Derivatives and Hedging (Topic 815). ASU 2017-12 is intended to more closely align hedge accounting with companies’ risk management strategies, simplify the application of hedge accounting, and increase transparency as to the scope and results of hedging programs. Under the guidance, if a cash flow hedge is highly effective, all changes in the fair value of the derivative hedging instrument will be recorded in other comprehensive income and reclassified to earnings when the hedged item impacts earnings. After initial qualification, the new guidance permits a qualitative effectiveness assessment for certain hedges instead of a quantitative test, such as a regression analysis, if the company can reasonably support an expectation of high effectiveness throughout the term of the hedge. An initial quantitative test to establish that the hedge relationship is highly effective is still required. Additional disclosures include cumulative basis adjustments for fair value hedges and the effect of hedging on individual income statement line items. The guidance will be effective for annual reporting periods (including interim periods) beginning after December 15, 2018, and early adoption will be permitted. We adopted the guidance effective January 1, 2019. The standard did not have a material effect on our consolidated balance sheets, results of operations or cash flows.

In August 2018, the Securities and Exchange Commission (the “Commission”) issued a final rule that amended certain disclosure requirements that had become redundant, duplicative, overlapping, outdated or superseded. The amendments were intended to facilitate the disclosure of information to investors and simplify compliance without significantly altering the total mix of information provided to investors. The final rule included amendments requiring an analysis of changes in stockholders’ equity for the current and comparative year-to-date interim periods, including dividends per share instead of presenting dividends per share on the face of the income statement. The final rule became effective on November 5, 2018. The standard did not have a material effect on our consolidated balance sheets, results of operations or cash flows. We have applied the amendments commencing with the quarter ended September 30, 2018.

In August 2018, the FASB issued ASU 2018-13, Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement. ASU 2018-13 removed the following disclosure requirements from Topic 820:

- The amount of and reasons for transfers between Level 1 and Level 2 of the fair value hierarchy;
- The policy for timing of transfers between levels; and
- The valuation processes for Level 3 fair value measurements.

The following disclosure requirements were added to Topic 820:

• The changes in unrealized gains and losses for the period included in other comprehensive income for recurring Level 3 fair value measurements at the end of the reporting period; and

• The range and weighted average of significant unobservable inputs used to develop Level 3 fair value measurements.

Table of Contents

ASU 2018-13 will be effective for annual reporting periods (including interim periods) beginning after December 15, 2019, and early adoption will be permitted. We are currently evaluating the impact of ASU 2018-13 and plan to adopt the guidance effective January 1, 2020.

## Operating Results

Management's discussion and analysis of operating results presented below pertain to the consolidated statements of income of Fly for the years ended December 31, 2018, 2017 and 2016.

## Consolidated Statements of Income of Fly for the years ended December 31, 2018 and 2017

	Years ended		Increase/ (Decrease)
	2018	2017	
	(Dollars in thousands)		
Revenues			
Operating lease revenue	\$399,514	\$346,894	\$ 52,620
Finance lease revenue	675	731	(56 )
Equity earnings (loss) from unconsolidated subsidiary	(54 )	496	(550 )
Gain on sale of aircraft	13,398	3,926	9,472
Interest and other income	4,766	1,204	3,562
Total revenues	418,299	353,251	65,048
Expenses			
Depreciation	144,084	133,227	10,857
Aircraft impairment	—	22,000	(22,000 )
Interest expense	144,742	127,782	16,960
Selling, general and administrative	31,185	30,671	514
Gain on derivatives	(2,382 )	(192 )	(2,190 )
Loss on modification and extinguishment of debt	2,474	23,309	(20,835 )
Maintenance and other costs	2,547	2,524	23
Total expenses	322,650	339,321	(16,671 )
Net income before provision for income taxes	95,649	13,930	81,719
Provision for income taxes	9,926	11,332	(1,406 )
Net income	\$85,723	\$2,598	\$ 83,125

As of December 31, 2018, we had 113 aircraft and seven engines in our portfolio. Of the 113 aircraft, 100 were held for operating lease, one was classified as an investment in finance lease and 12 were classified as held for sale. As of December 31, 2017, we had 85 aircraft in our portfolio, 84 of which were held for operating lease and one was recorded as an investment in finance lease. In 2018, we purchased 34 aircraft and seven engines and sold six aircraft.

At December 31, 2018, we had two lessees which leased a total of three aircraft on non-accrual status as we had determined that it was not probable that the economic benefits of the leases would be received by us, principally due to (i) the lessees' failure to pay rent and overhaul payments and (ii) our evaluation of the lessees' payment history. At December 31, 2017, no lessees were on non-accrual status.

In the year ended December 31, 2018, we contracted to sell 15 aircraft. We recognize revenue from each aircraft until the date that such aircraft is delivered to the purchaser. We ceased to recognize depreciation on these aircraft on the date the aircraft were classified as held for sale. During the year ended December 31, 2018, we sold three of these aircraft. At December 31, 2018, we had 12 aircraft classified as held for sale.





Table of Contents

	Years ended		Increase/ (Decrease)
	2018	2017	
	(Dollars in thousands)		
Operating lease revenue:			
Operating lease rental revenue	\$389,350	\$337,137	\$52,213
End of lease income	20,333	17,837	2,496
Amortization of lease incentives	(9,738 )	(7,668 )	(2,070 )
Amortization of lease premiums, discounts & other	(431 )	(412 )	(19 )
Total operating lease revenue	\$399,514	\$346,894	\$52,620

For the year ended December 31, 2018, operating lease revenue totaled \$399.5 million, an increase of \$52.6 million compared to the year ended December 31, 2017. The increase was primarily due to increases of (i) \$68.3 million from aircraft and engines purchased in 2017 and 2018, (ii) \$5.4 million related to leases with floating rate rents and (iii) \$2.5 million from end of lease income recognized. These increases were partially offset by (i) a decrease of \$10.8 million primarily from lower lease rates on lease extensions and remarketings, (ii) a decrease of \$10.7 million in lease revenue from aircraft sold in 2017 and 2018 and (iii) an increase of \$2.1 million in lease incentive amortization.

During the year ended December 31, 2018, we sold six aircraft and recognized a gain on sale of aircraft of \$13.4 million. During the year ended December 31, 2017, we sold one aircraft and recognized a gain on sale of aircraft of \$3.9 million.

During the years ended December 31, 2018 and 2017, interest and other income totaled \$4.8 million and \$1.2 million, respectively. During the third quarter of 2018, we sold a spare engine and miscellaneous engine parts for a gain of \$2.0 million.

Depreciation expense during the year ended December 31, 2018 was \$144.1 million, compared to \$133.2 million for the year ended December 31, 2017, an increase of \$10.9 million. The increase was primarily due to depreciation on aircraft acquired in 2017 and 2018. This increase was partially offset by a reduction in depreciation on aircraft sold in 2017 and 2018 and stoppage of depreciation on aircraft classified as held for sale.

No aircraft impairment was recognized during the year ended December 31, 2018. During the year ended December 31, 2017, we recognized aircraft impairment totaling \$22.0 million related to one Airbus A330-200 aircraft that had been leased to Air Berlin. The lease was terminated, and this aircraft was returned to us and re-leased to another airline in January 2018.

Interest expense totaled \$144.7 million and \$127.8 million for the years ended December 31, 2018 and 2017, respectively. The increase of \$16.9 million was primarily due to additional secured borrowings and increases in LIBOR. This increase was partially offset by a reduction in interest due to debt repayments, including the redemption of the 2020 Notes, and refinancings which lowered the applicable interest rate on the refinanced debt.

Selling, general and administrative expenses were \$31.2 million and \$30.7 million for the years ended December 31, 2018 and 2017, respectively. The increase of \$0.5 million was primarily due to an increase in servicing and management fees paid to BBAM of \$3.8 million due to fleet growth. This increase was partially offset by an unrealized foreign exchange gain of \$0.7 million during the year ended December 31, 2018, compared to an unrealized foreign exchange loss of \$2.3 million during the year ended December 31, 2017.

Gain on derivatives totaled \$2.4 million and \$0.2 million for the years ended years ended December 31, 2018 and 2017, respectively. The increase of \$2.2 million was primarily due to gains recognized in 2018 in connection with the termination of the interest rate lock derivative instruments which were used to partially lock-in the interest rate on anticipated future borrowings associated with the AirAsia Transactions.

During the year ended December 31, 2018, we incurred debt extinguishment costs totaling \$2.5 million due to (i) debt repayments associated with aircraft sales and (ii) the repayment of the CBA Facility and one other aircraft secured borrowing. During the year ended December 31, 2017, we incurred debt extinguishment costs totaling \$23.3 million, primarily consisting of (i) \$19.7 million in connection with the redemption of the 2020 Notes and (ii) \$3.0 million in connection with amendments to the Term Loan in April and November 2017.

Provision for income taxes was \$9.9 million and \$11.3 million for the years ended December 31, 2018 and 2017, respectively. In 2018 and 2017, we had a deferred tax liability of \$2.1 million and \$1.8 million, respectively, in connection with unrepatriated earnings from Australia. A withholding tax of 15.0% is applicable to distributions of earnings from Australia which have not yet been taxed. During the year ended December 31, 2018, we recorded a net valuation allowance reversal of \$1.3 million. During the year ended December 31, 2017, we recorded a net valuation allowance provision of \$8.4 million.

Table of Contents

## Consolidated Statements of Income of Fly for the years ended December 31, 2017 and 2016

	Years ended		Increase/
	2017	2016	(Decrease)
	(Dollars in thousands)		
Revenues			
Operating lease revenue	\$346,894	\$313,582	\$ 33,312
Finance lease revenue	731	2,066	(1,335 )
Equity earnings from unconsolidated subsidiary	496	530	(34 )
Gain on sale of aircraft	3,926	27,195	(23,269 )
Interest and other income	1,204	1,666	(462 )
Total revenues	353,251	345,039	8,212
Expenses			
Depreciation	133,227	120,452	12,775
Aircraft impairment	22,000	96,122	(74,122 )
Interest expense	127,782	123,161	4,621
Selling, general and administrative	30,671	30,077	594
Loss (gain) on derivatives	(192 )	91	(283 )
Loss on modification and extinguishment of debt	23,309	9,246	14,063
Maintenance and other costs	2,524	2,279	245
Total expenses	339,321	381,428	(42,107 )
Net income (loss) before provision (benefit) for income taxes	13,930	(36,389 )	50,319
Provision (benefit) for income taxes	11,332	(7,277 )	18,609
Net income (loss)	\$2,598	\$(29,112 )	\$ 31,710

As of December 31, 2017, we had 85 aircraft in our portfolio, 84 of which were held for operating lease and one was recorded as an investment in finance lease. As of December 31, 2016, we had 76 aircraft in our portfolio, 75 of which were held for operating lease and one recorded as an investment in finance lease. In 2017, we purchased ten aircraft and sold one aircraft.

	Years ended		Increase/
	2017	2016	(Decrease)
	(Dollars in thousands)		
Operating lease revenue:			
Operating lease rental revenue	\$337,137	\$313,976	\$ 23,161
End of lease income	17,837	8,918	8,919
Amortization of lease incentives	(7,668 )	(8,898 )	1,230
Amortization of lease premiums, discounts & other	(412 )	(414 )	2
Total operating lease revenue	\$346,894	\$313,582	\$ 33,312

For the year ended December 31, 2017, operating lease revenue totaled \$346.9 million, an increase of \$33.3 million compared to the year ended December 31, 2016. The increase was primarily due to (i) an increase of \$59.6 million from aircraft purchased in 2016 and 2017, (ii) an increase of \$8.9 million from end of lease income recognized and (iii) a decrease of \$1.2 million in lease incentive amortization. The increase was partially offset by decreases of (i) \$32.2 million in lease revenue from aircraft sold in 2016 and 2017 and (ii) \$5.7 million from lower lease rates on lease extensions and remarketings.

At December 31, 2017, we had one investment in finance lease, which was reclassified from an operating lease to a finance lease during the fourth quarter of 2016. In 2017, we recognized finance lease revenue of \$0.7 million related to this aircraft. During the year ended December 31, 2016, we had two investments in finance leases, one of which

was sold during the third quarter of 2016. We recognized finance lease income of \$2.1 million in 2016 related to these two aircraft.

During the year ended December 31, 2017, we sold one aircraft and recognized a gain on sale of aircraft of \$3.9 million. During the year ended December 31, 2016, we sold 27 aircraft, 26 of which generated a \$27.2 million gain on sale of aircraft. We recorded a gain on debt extinguishment of \$0.6 million with the sale of the remaining aircraft, which was financed by a secured borrowing. The sale proceeds were paid to the lender as full and final discharge of the associated debt.

## Table of Contents

Depreciation expense during the year ended December 31, 2017 was \$133.2 million, compared to \$120.5 million for the year ended December 31, 2016, an increase of \$12.7 million. The increase was primarily due to depreciation on aircraft acquired in 2016 and 2017 and the reduction of the economic life of certain aircraft. This increase was partially offset by stoppage of depreciation on aircraft sold in 2016 and 2017.

During the year ended December 31, 2017, we recognized aircraft impairment totaling \$22.0 million related to one Airbus A330-200 aircraft that had been leased to Air Berlin. The lease was terminated, and this aircraft was returned to us and re-leased to another airline in January 2018. During the year ended December 31, 2016, we recognized aircraft impairment totaling \$96.1 million. This impairment charge related primarily to three wide-body aircraft. In addition, we recognized an impairment charge on one narrow-body aircraft which was sold in the third quarter of 2016, with proceeds paid to the lender as full and final discharge of the associated debt.

Interest expense totaled \$127.8 million and \$123.2 million for the years ended December 31, 2017 and 2016, respectively. The increase of \$4.6 million was primarily due to additional secured borrowings and increases in LIBOR. This increase was partially offset by a reduction in interest due to debt repayments, including the redemption of the 2020 Notes.

Selling, general and administrative expenses were \$30.7 million and \$30.1 million for the years ended December 31, 2017 and 2016, respectively. During the year ended December 31, 2017, we incurred transaction costs of \$1.8 million and unrealized foreign currency exchange losses of \$2.3 million. These increased costs were partially offset by a reduction in administrative and base fees paid to BBAM. During the year ended December 31, 2016, we incurred \$1.1 million of professional fees related to the restatement of our financial statements, \$1.0 million of aircraft acquisition costs that were expensed and unrealized foreign currency exchange gains of \$0.4 million.

Debt extinguishment costs totaled \$23.3 million and \$9.2 million for the years ended December 31, 2017 and 2016, respectively. During the year ended December 31, 2017, we incurred debt extinguishment costs primarily consisting of (i) \$19.7 million in connection with the redemption of the 2020 Notes and (ii) \$3.0 million in connection with amendments to the Term Loan in April and November 2017. During the year ended December 31, 2016, we (i) wrote off unamortized loan costs and debt discounts and expensed other fees totaling \$4.8 million in connection with the repayment of debt associated with aircraft sold, (ii) incurred \$2.3 million of debt extinguishment costs in connection with the extension of the Term Loan in October 2016, and (iii) incurred swap breakage fees of \$2.1 million.

For the years ended December 31, 2017 and 2016, we had a provision for income taxes of \$11.3 million and a benefit for income taxes of \$7.3 million, respectively. In 2017, we had a deferred tax liability of \$1.8 million in connection with undistributed earnings from our Australian subsidiary. A withholding tax of 15.0% is applicable to distributions of earnings from Australia which have not yet been taxed. In 2016, we recognized a deduction for an interest payment made by a subsidiary. We utilized this benefit as group relief to offset income tax on repatriated earnings of a Cayman Islands subsidiary. During the years ended December 31, 2017 and 2016, we recorded net valuation allowances of \$8.4 million and \$7.2 million, respectively.

## Liquidity and Capital Resources

### Overview

Our business is very capital intensive, requiring significant investment to maintain and expand our fleet. We have pursued a strategy of fleet growth. In 2018, we spent approximately \$1.1 billion to acquire 34 aircraft and seven engines.

In the first quarter of 2018, we entered into definitive agreements to acquire a total of 55 Airbus narrow-body aircraft and seven engines on operating leases, and options to purchase up to 20 additional Airbus narrow-body aircraft, not

subject to lease, in the AirAsia Transactions. As of December 31, 2018, we had acquired 33 aircraft and seven engines in Portfolio A. Accordingly, we have completed the transfer of all aviation assets in the Portfolio A transactions.

In connection with the AirAsia Transactions, on July 13, 2018, we issued and sold a total of 1,333,334 common shares in the form of ADSs, at a purchase price of \$15.00 per share, to Meridian Aviation Partners Limited and certain other affiliates of Onex Corporation and members of the management team of BBAM LP in private placement transactions, for aggregate proceeds of \$20.0 million. In addition, on August 30, 2018, we issued 3,333,333 common shares in the form of ADSs, valued at \$15.00 per share, to AirAsia, as partial consideration in the AirAsia Transactions.

We also have pursued opportunistic aircraft sales to rejuvenate our fleet. In 2018, we sold six aircraft and committed to sell 12 additional aircraft which were classified as aircraft held for sale at December 31, 2018.

## Table of Contents

We finance our business with unrestricted cash, cash generated from operating leases, aircraft sales and debt financings. At December 31, 2018, we had \$180.2 million of unrestricted cash. We also had 11 unencumbered aircraft with an aggregate book value of \$332.0 million. We sold five of these aircraft subsequent to December 31, 2018.

In recent years, our debt financing strategy has been to diversify our lending sources and to utilize both secured and unsecured debt financing. Unsecured borrowings provide us with greater operational flexibility. Secured, recourse debt financing enables us to take advantage of favorable pricing and other terms compared to non-recourse debt. In addition, we continue to utilize secured, non-recourse indebtedness under our debt facilities and other aircraft secured borrowings.

On July 31, 2018, we entered into a recourse secured borrowing in the amount of \$122.5 million to finance an unencumbered aircraft. We used the loan proceeds to repay the CBA Facility and one other aircraft secured borrowing.

In connection with the AirAsia Transactions, we entered into a non-recourse secured term loan facility with a consortium of lenders and drew down \$560.8 million to finance the acquisition of 29 aircraft in 2018. We also drew down \$114.3 million from the Fly Acquisition III Facility to finance the acquisition of four additional Portfolio A aircraft. In addition, on October 30, 2018, we borrowed \$43.9 million under a recourse term loan facility with two lenders to finance the acquisition of seven engines on operating leases to the AirAsia Group.

Our sources of operating cash flows are principally distributions and interest payments made to us by our subsidiaries. These payments by our subsidiaries may be restricted by applicable local laws and debt covenants.

We expect that these funds, together with our cash on hand, cash from operations, and cash from other financing activities, including aircraft sales, will satisfy our liquidity needs through at least the next twelve months.

Our liquidity plans are subject to a number of risks and uncertainties, including those described under Item 3 “Key Information — Risk Factors” in this report.

## Cash Flows of Fly for the years ended December 31, 2018 and 2017

We generated cash from operations of \$241.1 million and \$179.1 million for the years ended December 31, 2018 and 2017, respectively, an increase of \$62.0 million.

Cash used in investing activities was \$853.5 million and \$430.4 million for the years ended December 31, 2018 and 2017, respectively. In 2018, we used (i) \$934.5 million of cash to purchase 34 aircraft and seven engines, (ii) \$80.5 million for the Portfolio B orderbook and (iii) \$5.7 million to invest in equity certificates issued by Horizon I Limited. In 2017, we used \$434.1 million of cash to purchase ten aircraft. Net proceeds received from the sale of six aircraft was \$177.7 million in 2018. Net proceeds received from the sale of one aircraft was \$21.8 million in 2017. Payments for lessor maintenance obligations totaled \$8.6 million and \$12.6 million for the years ended December 31, 2018 and 2017, respectively.

Cash provided by financing activities for the years ended December 31, 2018 and 2017, totaled \$436.7 million and \$95.7 million, respectively. In 2018, we received (i) net proceeds of \$826.4 million from secured borrowings, (ii) net maintenance reserves of \$68.6 million, (iii) net proceeds of \$19.6 million from shares issued and (iv) net security deposits from our lessees of \$6.3 million. These receipts were partially offset by (i) repayments on our secured borrowings totaling \$482.7 million primarily in connection with aircraft sales and early repayment of debt and (ii) payments of debt issuance costs of \$3.6 million. In 2017, we received (i) net proceeds of \$513.5 million from secured borrowings, (ii) net proceeds of \$295.2 million from unsecured borrowings and (iii) net maintenance reserves of \$61.5 million. These receipts were partially offset by (i) repayments on our unsecured borrowings totaling \$375.0 million,



(ii) repayments on our secured borrowings totaling \$326.9 million, and (iii) \$57.3 million to repurchase 4,274,569 shares.

#### Cash Flows of Fly for the years ended December 31, 2017 and 2016

We generated cash from operations of \$179.1 million and \$152.8 million for the years ended December 31, 2017 and 2016, respectively, an increase of \$26.3 million.

Cash used in investing activities was \$430.4 million and \$123.3 million for the years ended December 31, 2017 and 2016, respectively. In 2017, we used \$434.1 million of cash to purchase ten aircraft, and sold one aircraft for cash proceeds of \$21.8 million. In 2016, we used \$552.2 million of cash to purchase ten aircraft, and sold 27 aircraft for net cash proceeds of \$430.9 million. Payments for lessor maintenance obligations totaled \$12.6 million and \$2.7 million for the years ended December 31, 2017 and 2016, respectively.

## Table of Contents

Cash provided by financing activities for the years ended December 31, 2017 and 2016 totaled \$95.7 million and \$131.7 million, respectively. In 2017, we received (i) net proceeds of \$513.5 million from secured borrowings, (ii) net proceeds of \$295.2 million from unsecured borrowings and (iii) net maintenance reserve receipts of \$61.5 million. These were partially offset by (i) repayments on our unsecured borrowings totaling \$375.0 million, (ii) repayments on our secured borrowings totaling \$326.9 million, and (iii) \$57.3 million to repurchase 4,274,569 shares. In 2016, we received (i) net proceeds of \$572.7 million from secured borrowings and (ii) net maintenance reserve receipts of \$60.6 million. These were partially offset by (i) repayments on our secured borrowings totaling \$448.3 million and (ii) \$40.3 million to repurchase 3,414,960 shares.

## Maintenance Cash Flows

Under our leases, the lessee is generally responsible for maintenance and repairs, airframe and engine overhauls, and compliance with return conditions of aircraft on lease. In connection with the lease of a used aircraft we may agree to contribute additional amounts to the cost of certain major overhauls or modifications, which usually reflect the usage of the aircraft prior to the commencement of the lease. In many cases, we also agree to share with our lessees the cost of compliance with airworthiness directives.

Maintenance reserve payments we collect from our lessees are based on passage of time or usage of the aircraft measured by hours flown or cycles operated. Under these leases, we are obligated to make reimbursements to the lessee for expenses incurred for certain planned major maintenance, up to a maximum amount that is typically determined based on maintenance reserves paid by the lessee.

Certain leases also require us to make maintenance contributions for costs associated with certain major maintenance events in excess of any maintenance reserve payments received. Major maintenance includes heavy airframe, off-wing engine, landing gear and auxiliary power unit overhauls and replacements of engine life limited parts. We are not obligated to make maintenance contributions under any lease pursuant to which a lessee default has occurred and is continuing. We also have leases that provide for lease-end maintenance adjustment payments based on the usage of the aircraft during the lease term and its condition upon redelivery. Typically, payments are made by the lessee to us, although in some cases, we have been required to make such payments to the lessee.

We expect that the aggregate maintenance reserve and lease end adjustment payments we receive from lessees will meet the aggregate maintenance contributions and lease end adjustment payments that we will be required to make. In 2018, we received \$84.1 million of maintenance payments from lessees and made maintenance payment disbursements of \$15.5 million.

## Share Repurchases

In November 2018, our board of directors approved a \$50.0 million share repurchase program expiring in December 2019. Under this program, Fly may make share repurchases from time to time in the open market or in privately negotiated transactions.

During the year ended December 31, 2018, Fly did not repurchase any shares.

## Financing

We finance our business with unsecured and secured borrowings. As of December 31, 2018, we were not in default under any of our borrowings.

## Unsecured Borrowings

On December 11, 2013, we sold \$300.0 million aggregate principal amount of unsecured 6.75% Senior Notes due 2020 (together with the Additional 2020 Notes (as defined below), the “2020 Notes”). In connection with the issuance, we paid underwriting discounts totaling \$8.5 million.

On October 3, 2014, we sold \$75.0 million aggregate principal amount of unsecured 6.75% Senior Notes due 2020 (the “Additional 2020 Notes”) and \$325.0 million aggregate principal amount of 6.375% Senior Notes due 2021 (the “2021 Notes”). The Additional 2020 Notes were issued as additional notes under the 2020 Notes indenture, and were sold at a price equal to 104.75% of the principal amount thereof. The 2021 Notes were issued under an indenture containing substantially similar terms as the indenture governing the 2020 Notes and were sold at par. In connection with these issuances, we paid a net underwriting discount totaling \$3.4 million.

On October 16, 2017, we sold \$300.0 million aggregate principal amount of unsecured 5.250% Senior Notes due 2024 (the “2024 Notes”). The net proceeds to us were approximately \$294.2 million, after deducting the underwriters’ discounts and commissions and offering expenses paid by us. We used the net proceeds from the sale of the 2024 Notes, together with cash on hand, to redeem all \$375.0 million of our outstanding 2020 Notes on December 15, 2017. In connection with the redemption, we incurred debt extinguishment costs totaling \$19.7 million.

Table of Contents

The 2021 Notes and 2024 Notes are senior unsecured obligations of ours and rank pari passu in right of payment with any existing and future senior unsecured indebtedness of ours. The 2021 Notes have a maturity date of October 15, 2021 and the 2024 Notes have a maturity date of October 15, 2024.

**Interest Rate.** The 2021 Notes have a fixed annual interest rate of 6.375%, which is paid semi-annually on April 15 and October 15 of each year. The 2024 Notes have a fixed annual interest rate of 5.250%, which is paid semi-annually on April 15 and October 15 of each year.

**Optional Redemption.**

## 2021 Notes

We may redeem the 2021 Notes, in whole or in part, at the redemption prices listed below, plus accrued and unpaid interest to the redemption date.

If redeemed during the 12-month period commencing on October 15 of the years set forth below: Redemption Price		
2018	103.188	%
2019	101.594	%
2020 and thereafter	100.000	%

## 2024 Notes

At any time prior to October 15, 2020, we may redeem up to 35% of the original principal amount of the 2024 Notes with the proceeds of certain equity offerings at a redemption price of 105.250% of the principal amount thereof, together with accrued and unpaid interest to, but not including, the date of redemption. On and after October 15, 2020, we may redeem the 2024 Notes, in whole or in part, at the redemption prices listed below, plus accrued and unpaid interest to the redemption date.

If redeemed during the 12-month period commencing on October 15 of the years set forth below: Redemption Price		
2020	102.625	%
2021	101.313	%
2022 and thereafter	100.000	%

At any time prior to October 15, 2020, we may also redeem all or a portion of the 2024 Notes at par, plus accrued and unpaid interest to the redemption date and a “make-whole premium” equal to the present value of all future interest payments called for under the indenture.

**Default and Remedies.** The indentures governing the 2021 Notes and the 2024 Notes contain customary events of default with respect to the notes of each series, including (i) default in payment when due and payable of principal or premium, (ii) default for 30 days or more in payment when due of interest, (iii) failure by us or any restricted subsidiary for 60 days after receipt of written notice given by the trustee or the holders of at least 25% in aggregate principal amount of the notes of such series then issued and outstanding to comply with any of the other agreements under the indenture, (iv) default in any of the aircraft owning entities in respect of obligations in excess of \$50.0 million, which holders of such obligation accelerate or demand repayment of amounts due thereunder, (v) failure by us or any significant subsidiary to pay final judgments aggregating in excess of \$50.0 million for 60 days after such judgment becomes final, subject to certain non-recourse exceptions, and (vi) certain events of bankruptcy or insolvency with respect to us or a significant subsidiary. As of December 31, 2018, we were not in default under the indentures governing the 2021 Notes or the 2024 Notes.

Certain Covenants. Pursuant to the indentures governing the 2021 Notes and 2024 Notes, we are subject to restrictive covenants which relate to dividend payments, incurrence of debt and issuance of guarantees, incurrence of liens, repurchases of common shares, investments, disposition of aircraft, consolidation, merger or sale of our company and transactions with affiliates. We are also subject to certain operating covenants, including reporting requirements. Our failure to comply with any of the covenants under the indentures governing the 2021 Notes or 2024 Notes could result in an event of default which, if not cured or waived, may result in the acceleration of the indebtedness thereunder and other indebtedness containing cross-default or cross-acceleration provisions. Certain of these covenants will be suspended if the 2021 Notes or 2024 Notes obtain an investment grade rating.

Table of Contents

Secured Borrowings

As of December 31, 2018, we had \$2.4 billion aggregate principal amount outstanding on our secured borrowings.

We are subject to restrictive covenants under our secured borrowings which relate to the incurrence of debt, issuance of guarantees, incurrence of liens or other encumbrances, the acquisition, substitution, disposition and re-lease of aircraft, maintenance, registration and insurance of our aircraft, restrictions on modification of aircraft and capital expenditures, and requirements to maintain concentration limits.

Our loan agreements include events of default that are customary for these types of secured borrowings. Our failure to comply with any restrictive covenants, or any other operating covenants, may trigger an event of default under the relevant loan agreement. In addition, certain of our loan agreements contain cross-default provisions that could be triggered by a default under another loan agreement.

Securitization Notes

At December 31, 2018, our subsidiary, B&B Air Funding, had \$85.6 million principal amount outstanding on its aircraft lease-backed Class G-1 notes (the "Securitization Notes"), which were secured by nine aircraft. The Securitization Notes are non-recourse obligations to us. The final maturity date of the Securitization Notes is November 14, 2033. However, we have given notice that the Securitization Notes will be redeemed at par, plus accrued interest, on March 14, 2019.

**Interest Rate.** The Securitization Notes bear interest at an adjustable interest rate equal to the current one-month LIBOR plus 0.77%. Interest expense also includes amounts payable to the provider of a financial guaranty insurance policy and the liquidity facility provider thereunder, as well as accretion on the Securitization Notes re-issued at a discount. Interest and any principal payments due are payable monthly.

**Payment Terms.** All cash collected, including sale proceeds from the aircraft financed by the Securitization Notes, is applied to service the outstanding balance of the Securitization Notes, after the payment of certain expenses and other costs, including interest, interest rate swap payments, and the fees to the policy provider in accordance with those agreements.

**Redemption.** B&B Air Funding may, on any future payment date, redeem the Securitization Notes in whole or from time to time in part for an amount equal to the outstanding principal amount, together with accrued and unpaid interest to, but excluding, the date fixed for redemption. Redemption prior to acceleration of the Securitization Notes may be of all or any part of the Securitization Notes. Redemption after acceleration of the Securitization Notes upon default may only be for all of the Securitization Notes.

**Collateral.** The Securitization Notes are secured by (i) first priority, perfected security interests in and pledges or assignments of equity ownership and beneficial interests in the subsidiaries of B&B Air Funding; (ii) interests in the leases of the associated aircraft; (iii) cash held by the subsidiaries of B&B Air Funding; and (iv) rights under agreements with BBAM, the initial liquidity facility provider, hedge counterparties and the policy provider. Rentals paid under leases are placed in the collections account and paid out according to a priority of payments set forth in the indenture. The Securitization Notes are also secured by a lien or similar interest in any of the aircraft B&B Air Funding currently owns that are registered in the United States or Ireland. B&B Air Funding may not encumber the aircraft it currently owns or incur additional indebtedness except as permitted under the securitization-related documents.

**Certain Covenants.** B&B Air Funding is subject to operating covenants which relate to, among other things, its operations, disposition of aircraft, lease concentration limits, and restrictions on the modification of aircraft and

capital expenditures. A breach of the covenants could result in the acceleration of the Securitization Notes and exercise of remedies available in relation to the collateral, including the sale of aircraft at public or private sale.

**Default and Remedies.** Following any event of default and any acceleration of the Securitization Notes by the controlling party (initially, the policy provider), the security trustee may, at the direction of the controlling party, exercise such remedies in relation to the collateral as may be available to it under applicable law, including the sale of any of the aircraft at public or private sale. After the occurrence of certain bankruptcy and insolvency related events of default, or any acceleration of the Securitization Notes after the occurrence of any event of default, all cash generated by B&B Air Funding will be used to prepay the Securitization Notes.

**Liquidity Facility.** In connection with the issuance of the Securitization Notes, B&B Air Funding entered into a revolving credit facility (“Securitization Note Liquidity Facility”) that provides additional liquidity of up to \$60.0 million. Subject to the terms and conditions of the Securitization Note Liquidity Facility, advances may be drawn for the benefit of the Securitization Note holders to cover certain expenses of B&B Air Funding, including maintenance expenses, interest rate swap payments and interest on the Securitization Notes. Advances shall bear interest at one-month LIBOR plus a spread of 1.20%. A commitment fee of 0.40% per annum is due and payable on each payment date based on the unused portion of the Securitization Note Liquidity Facility. As of December 31, 2018, B&B Air Funding had not drawn on the Securitization Note Liquidity Facility.

48

---

### Table of Contents

Our obligations under the Securitization Note Liquidity Facility are secured under the security trust agreement on the same basis as other indebtedness of B&B Air Funding.

#### Nord LB Facility

As of December 31, 2018, we had \$108.9 million principal amount outstanding under our non-recourse debt facility with Norddeutsche Landesbank Gironzentrale (the “Nord LB Facility”), which was secured by five aircraft. The Nord LB Facility is structured with loans secured by each aircraft individually.

Effective on November 14, 2018, we amended each of the loans under the Nord LB Facility to (i) extend the maturity date from November 14, 2018 to January 14, 2020 and (ii) reduce the margin from 3.30% to 1.85%.

**Interest Rate.** Prior to November 14, 2018, the loans under the Nord LB Facility bore interest at one-month LIBOR plus a margin of 3.30%. Effective as of November 14, 2018, the loans bore interest at one-month LIBOR plus a margin of 1.85%. The blended weighted average interest rate for the Nord LB Facility was 4.29% as of December 31, 2018, excluding the amortization of debt discount and loan cost.

**Payment Terms.** We apply 95% of lease rentals collected towards interest and principal. If no lease rental payments are collected in the applicable period for any financed aircraft, then no payment is due under the loan associated with that aircraft during such period. Any unpaid interest increases the principal amount of the associated loan.

In the event we sell any of the financed aircraft, substantially all sale proceeds (after payment of certain expenses) must first be used to repay the debt associated with such aircraft and then to repay the outstanding amounts which finance the remaining aircraft. In addition, any maintenance reserve amounts retained by us will be used to prepay the Nord LB Facility, provided such reserves are not required for future maintenance of such aircraft.

Upon termination or expiration of a lease other than by sale, no payments are due with respect to the outstanding loan associated with that aircraft until the earlier of (i) six months from such termination or expiration and (ii) the date on which the aircraft is re-leased. Interest during this period increases the outstanding balance under the facility. We must pay interest with respect to any aircraft that remains off-lease after six months, and if such aircraft continues to be off-lease after twelve months, we must pay debt service equal to 85% of the lease rate under the prior lease agreement. The lenders may require payment in full or foreclose on an aircraft that remains off-lease after 24 months, but may not foreclose on any other aircraft in the facility.

**Collateral.** Borrowings are secured by our equity interests in the subsidiaries that own and lease the financed aircraft, the related leases, maintenance reserves and other deposits. The loans are cross-collateralized and contain cross-default provisions.

**Certain Covenants.** The Nord LB Facility does not contain any financial covenants. However, the borrowers in the Nord LB Facility are subject to certain servicer termination events. BBAM may be terminated as the servicer upon the occurrence of certain events of default under the loan agreement.

**Default and Remedies.** An event of default with respect to the loan on any aircraft will trigger an event of default on the loans with respect to every other financed aircraft. A default by any of the aircraft owning entities in respect of obligations in excess of \$10.0 million and holders of such obligation accelerate or demand repayment of amounts due thereunder would constitute an event of default.

#### CBA Facility



We had a recourse debt facility with Commonwealth Bank of Australia and CommBank Europe Limited (the “CBA Facility”), which was secured by four aircraft. Borrowings under the CBA Facility accrued interest at a fixed interest rate.

During the third quarter of 2018, we repaid in full the outstanding principal balance of \$44.3 million under the CBA Facility. There was no prepayment penalty associated with such repayment.

#### Term Loan

As of December 31, 2018, we had \$407.8 million principal amount outstanding under our senior secured term loan (the “Term Loan”), which was secured by 29 aircraft and matures in February 2023. Fly has guaranteed all payments under the Term Loan.

Table of Contents

Interest Rate. The Term Loan bears interest at three-month LIBOR plus a margin of 2.00%.

Payment Terms. The Term Loan requires quarterly principal payments of \$5.6 million. The Term Loan can be repaid in whole or in part without penalty.

Collateral. Borrowings are secured by our equity interests in the aircraft owning and/or leasing subsidiaries, the aircraft and related leases.

Certain Covenants. The Term Loan contains certain concentration limits with respect to types of aircraft which can be financed in the Term Loan, as well as geographic and single lessee concentration limits. These concentration limits apply upon the acquisition, sale, removal or substitution of an aircraft. The Term Loan also includes certain customary covenants, including reporting requirements and maintenance of credit ratings.

Under the Term Loan, we must maintain a maximum loan-to-value ratio of 70.0% based on the lower of the mean or median of half-life adjusted base values of the financed aircraft as determined by three independent appraisers.

Default and Remedies. An event of default under the Term Loan includes any of the aircraft owning entities defaulting in respect of obligations in excess of \$50.0 million and holders of such obligation accelerate or demand repayment of amounts due thereunder.

Magellan Acquisition Limited Facility

As of December 31, 2018, we had \$305.2 million principal amount outstanding in loans and notes under our term loan facility (“Magellan Acquisition Limited Facility”), which was secured by nine aircraft. The Magellan Acquisition Limited Facility has a maturity date of December 8, 2025. Fly has guaranteed all payments under this facility.

Interest. The interest rate on the loans is based on one-month LIBOR plus an applicable margin of 1.65% per annum. The interest rate on the notes is a fixed rate of 3.93% per annum. The weighted average interest rate on all outstanding amounts was 4.18% as of December 31, 2018, excluding the amortization of debt discounts and debt issuance costs.

Payment Terms. The facility requires monthly principal payments of \$2.2 million.

Collateral. Borrowings are secured by our equity interests in the aircraft owning and/or leasing subsidiaries, the aircraft and related leases.

Certain Covenants. The facility contains financial and operating covenants, including a covenant that Fly maintain a tangible net worth of at least \$325.0 million, as well as customary reporting requirements. The borrower is required to maintain an initial loan-to-value ratio of less than or equal to 75% based on the lower of the average half-life adjusted current market value and base value of all aircraft financed under the facility as determined by three independent appraisers. A violation of any of these covenants could result in a default under the Magellan Acquisition Limited Facility. In addition, upon the occurrence of certain conditions including a failure by Fly to maintain a minimum liquidity of at least \$25.0 million, the borrower will be required to deposit certain amounts of maintenance reserves and security deposits received into accounts pledged to the security trustee.

Default and Remedies. An event of default under the Magellan Acquisition Limited Facility includes a default in respect of our recourse obligations in excess of \$50.0 million and holders of such obligation accelerate or demand repayment of amounts due thereunder.

Fly Acquisition III Facility

As of December 31, 2018, we had \$190.5 million principal amount outstanding under a revolving credit facility (the “Fly Acquisition III Facility”), which was secured by nine aircraft. The availability period under the Fly Acquisition III Facility expired on February 26, 2019. The facility has a maturity date of February 26, 2022 and all payments are guaranteed by Fly.

**Commitment Fees.** We paid commitment fees of 0.50% to 0.75% per annum to the lenders on the undrawn amount of our commitment from February 26, 2016 until February 26, 2019.

**Interest.** The interest rate under the facility is based on one-month LIBOR plus an applicable margin of, (i) from February 26, 2016 through February 26, 2019, 2.00%, (ii) from February 27, 2019 through February 26, 2020, 2.50% and (iii) from February 27, 2020 through the maturity date, 3.00%. The weighted average interest rate on all outstanding amounts was 4.10% as of December 31, 2018, excluding the amortization of debt discounts and debt issuance costs.

Table of Contents

**Payment Terms.** We make scheduled monthly payments of principal on each loan in accordance with a fixed amortization schedule, calculated by dividing each drawdown by the remaining useful life of the associated aircraft.

**Certain Covenants.** The Fly Acquisition III Facility contains financial and operating covenants, including covenants that Fly maintain a tangible net worth of at least \$325.0 million and that Fly Acquisition III maintain a specified interest coverage ratio, as well as customary reporting requirements. Violation of any of these covenants could result in an event of default under the facility. Also, upon the occurrence of certain conditions, including a failure by Fly to maintain a minimum liquidity of at least \$25.0 million, Fly Acquisition III will be required to deposit maintenance reserves and security deposits received from lessees into accounts pledged to the security trustee.

**Default and Remedies.** An event of default under the Fly Acquisition III Facility includes a default in respect of our recourse obligations in excess of \$50.0 million and holders of such obligation accelerate or demand repayment of amounts due thereunder.

**Fly Aladdin Acquisition Facility**

On June 15, 2018, we, through our wholly-owned subsidiaries, entered into a recourse term loan facility with a consortium of lenders (the “Fly Aladdin Acquisition Facility”) to finance the acquisition of 29 Airbus A320-200 aircraft on operating leases to the AirAsia Group (see “AirAsia Transactions” above).

The Fly Aladdin Acquisition Facility provided for borrowings of up to \$574.5 million, including \$143.6 million Series A loans with a final maturity date of June 15, 2020, and \$430.9 million Series B loans with a final maturity date of June 15, 2023. We may elect, at any time prior to May 16, 2020, to extend the maturity date in respect of Series A loans having an original principal amount no greater than 40% of the original drawn amount to January 15, 2021. As of December 31, 2018, an aggregate of \$467.2 million principal amount was outstanding under the Fly Aladdin Acquisition Facility, including \$55.9 million Series A loans and \$411.3 million Series B loans, which were secured by 24 aircraft. We paid aggregate arrangement and commitment fees of approximately \$9.5 million to the lenders in 2018.

During the fourth quarter of 2018, we prepaid \$81.1 million of debt and wrote off approximately \$0.9 million of unamortized loan costs and debt discounts as debt extinguishment costs. The aircraft associated with the debt prepayment were sold during the first quarter of 2019.

**Interest.** The interest rate on the loans is based on three-month LIBOR, plus an applicable margin of 1.50% per annum for the Series A loans, 1.80% per annum for the Series B loans, and 2.50% per annum during the extension period for any Series A loans that we elect to extend. The weighted average interest rate on all outstanding amounts was 4.59% as of December 31, 2018, excluding the amortization of debt discounts and debt issuance costs.

**Payment Terms.** We make scheduled quarterly payments of principal and interest on each loan in accordance with a fixed amortization schedule.

**Collateral.** Borrowings are secured by the aircraft and related leases, and our equity and beneficial interests in the aircraft owning and leasing subsidiaries. In addition, we have provided a guaranty of certain of the representations, warranties and covenants under the Fly Aladdin Acquisition Facility (including, without limitation, borrowers’ special purpose covenants), as well as our obligations, upon the occurrence of certain conditions, to deposit maintenance reserves and security deposits received into pledged accounts.

**Certain Covenants.** The borrowers are required to maintain (i) a debt service coverage ratio of at least 1.15:1.00, (ii) an initial loan-to-value ratio equal to 72.5% and (iii) that 85% of aircraft financed under the facility (a) are on lease, (b) have been subject to a lease in the previous six months or (c) are subject to a letter of intent for a re-lease or sale.

The tests in (ii) and (iii) are based on the average of the most recent half-life adjusted current market value of all aircraft financed under the facility, as determined by three independent appraisers on a semi-annual basis. Upon the occurrence of (i) a breach of the debt service coverage ratio continuing for two consecutive quarterly payment dates, (ii) an event of default that is continuing under the Fly Aladdin Acquisition Facility, or (iii) a default under any mortgage, indenture or instrument under which there is issued, or which secures or evidences, any recourse indebtedness in an aggregate principal amount exceeding \$50.0 million, we will be required to deposit, or cause the borrowers to deposit, all maintenance reserves and security deposits received under the associated leases into pledged accounts. Upon the occurrence of a breach, on any payment date, of the loan-to-value ratio or the utilization test described above, and certain other events, all cash collected will be applied to repay the outstanding principal balance of the Series A and Series B loans until such breach is cured.

The Fly Aladdin Acquisition Facility contains geographic and single lessee concentration limits, which apply upon the acquisition, sale, removal or substitution of an aircraft, as well as aircraft type eligibility for any aircraft substitution. Upon the sale of an aircraft, the borrowers may substitute an Airbus A320 or A321 model aircraft on operating lease to the AirAsia Group into the Fly Aladdin Acquisition Facility subject to certain conditions. The facility also includes certain customary covenants, including reporting requirements. A violation of any of these covenants could result in a default under the Fly Aladdin Acquisition Facility.

## Table of Contents

### Fly Aladdin Engine Funding Facility

On October 24, 2018, we, through our wholly-owned subsidiary, entered into a recourse term loan facility with two lenders (the “Fly Aladdin Engine Funding Facility”) to finance the acquisition of seven engines on operating leases to the AirAsia Group. The facility provided for borrowings of up to \$46.0 million. In October 2018, we drew down \$43.9 million and paid up-front fees of approximately \$0.4 million.

As of December 31, 2018, we had \$43.8 million principal amount outstanding under the Fly Aladdin Engine Funding Facility, which was secured by seven engines. Fly has guaranteed all payments under this facility.

Interest. The interest rate for the borrowings is based on an applicable margin of 1.90% per annum over a fixed swap rate and ranges from 4.94% to 4.96% per annum, per engine.

Payment Terms. We are required to make scheduled monthly payments of principal and interest in accordance with an amortization schedule. The loans have maturity dates ranging from December 31, 2021 to April 30, 2022.

Collateral. The loans are secured by the engines and related leases and our equity and beneficial interests in the engine owning entities.

Certain Covenants. The Fly Aladdin Engine Funding Facility contains certain customary covenants, including various reporting requirements. A violation of any of these covenants could result in a default under the facility.

### Other Aircraft Secured Borrowings

We have entered into other aircraft secured borrowings to finance the acquisition of aircraft, one of which is denominated in Euros. As of December 31, 2018, we had \$807.9 million principal amount outstanding of other aircraft secured borrowings, which were secured by 17 aircraft. Of this amount, \$477.5 million was recourse to us. The weighted average interest rate on all outstanding amounts was 4.44% as of December 31, 2018, excluding the amortization of debt discounts and debt issuance costs.

These borrowings are structured as individual loans secured by pledges of our rights, title and interests in the financed aircraft and leases. In addition, Fly may provide guarantees of its subsidiaries’ obligations under certain of these loans and may be subject to financial and operating covenants in connection therewith. The maturity dates of these loans range from December 2020 to June 2028.

During the third quarter of 2018, we entered into a recourse secured borrowing in the amount of \$122.5 million to finance an unencumbered aircraft. We used the loan proceeds to repay the CBA Facility and one other aircraft secured borrowing.

### Capital Expenditures

During the year ended December 31, 2018, we purchased 34 narrow-body aircraft and seven engines for an aggregate of \$1.1 billion, including an allocated portion of such purchase price to the Portfolio B orderbook value. During the year ended December 31, 2017, we purchased nine narrow-body aircraft and one wide-body aircraft for an aggregate of \$456.0 million. During the year ended December 31, 2016, we purchased seven narrow-body aircraft and three wide-body aircraft for an aggregate of \$559.3 million.

In addition to aircraft acquisitions, we expect to make capital expenditures from time to time in connection with improvements to our aircraft. These expenditures include the cost of major overhauls and modifications. In general, the costs of operating an aircraft, including capital expenditures, increase with the age of the aircraft. As of December

31, 2018, the weighted average age of our portfolio (excluding aircraft held for sale) was 7.0 years.

Inflation

The effects of inflation on our operating expenses have been minimal. We do not consider inflation to be a significant risk to direct expenses in the current economic environment.

Research and Development, Patents and Licenses, etc.

Not applicable.

52

---

Table of Contents

## Off-Balance Sheet Arrangements

Not applicable.

## Contractual Obligations

Our long-term contractual obligations as of December 31, 2018 consisted of the following (in thousands):

	2019	2020	2021	2022	2023	Thereafter	Total
Principal payments:							
Principal payment under the 2021 Notes	\$—	\$—	\$325,000	\$—	\$—	\$—	\$325,000
Principal payment under the 2024 Notes	—	—	—	—	—	300,000	300,000
Principal payments under the Securitization Notes <sup>(1)</sup>	60,378	3,980	8,525	12,701	—	—	85,584
Principal payments under the Nord LB Facility	45,268	63,614	—	—	—	—	108,882
Principal payments under the Term Loan	22,404	22,404	22,404	22,404	318,152	—	407,768
Principal payments under the Magellan Acquisition Limited Facility	26,542	26,542	26,542	26,542	26,542	172,516	305,226
Principal payments under the Fly Acquisition III Facility	33,752	13,157	23,966	119,582	—	—	190,457
Principal payments under the Aladdin Acquisition Facility	43,689	78,472	35,548	37,250	272,220	—	467,179
Principal payments under the Aladdin Engine Funding Facility	1,490	1,565	32,240	8,534	—	—	43,829
Principal payments under Other Aircraft Secured Borrowings	81,159	94,085	83,816	105,367	248,448	195,007	807,882
Total principal payments	314,682	303,819	558,041	332,380	865,362	667,523	3,041,807
Interest payments:							
Interest payments under the 2021 Notes and 2024 Notes	36,469	36,469	32,152	15,750	15,750	12,469	149,059
Interest payments under secured borrowings <sup>(2)</sup>	90,253	77,300	68,519	53,472	30,884	26,596	347,024
Total interest payments	126,722	113,769	100,671	69,222	46,634	39,065	496,083
Purchase price of Portfolio B aircraft in the AirAsia Transactions <sup>(3)</sup>	200,839	303,000	555,744	—	—	—	1,059,583
Acquisition fees related to Portfolio B in the AirAsia Transactions <sup>(3)</sup>	3,013	4,545	8,336	—	—	—	15,894
Disposition fees on flight equipment held for sale	5,264	—	—	—	—	—	5,264
Payments to BBAM and its affiliates under our management agreement <sup>(4)</sup>	9,561	9,561	9,561	9,561	9,561	62,146	109,951
	16,106	14,887	12,976	10,889	8,810	24,641	88,309



Payments to BBAM and its affiliates under our administrative services and servicing agreements <sup>(5)</sup>

Total	\$676,187	\$749,581	\$1,245,329	\$422,052	\$930,367	\$793,375	\$4,816,891
-------	-----------	-----------	-------------	-----------	-----------	-----------	-------------

(1) Principal payments under the Securitization Notes are determined monthly based on revenues collected and costs and other liabilities incurred prior to the relevant payment date. Future principal payment amounts are estimated based upon existing leases and current re-leasing assumptions. Assumes debt will be fully repaid on December 14, 2022. On February 12, 2019, B&B Air Funding issued a notice of redemption to redeem the Securitization Notes in whole for an amount equal to the outstanding principal amount, with any accrued and unpaid interest, on March 14, 2019.

(2) For variable rate borrowings based on LIBOR plus the applicable margin, LIBOR is assumed to remain at the current rate in effect at year end through the term of the loan.

(3) Assumes aircraft are purchased in May, September, November and December 2019, July 2020 and July 2021.

(4) Assumes automatic extension for one additional term of five years to June 30, 2030. Also assumes the net book value of aircraft at December 31, 2018 remains constant in future periods.

(4) Amounts in the table reflect the application of these servicing fees to our aircraft at December 31, 2018.

Table of Contents

## ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

The following table presents information about our directors and executive officers. The business address of each of our directors and executive officers listed below is West Pier Business Campus, Dun Laoghaire, County Dublin, A96 N6T7, Ireland. Our telephone number at that address is +353 1 231-1900.

Name	Age	Position
Colm Barrington	73	Chief Executive Officer and Director
Julie Ruehl	53	Chief Financial Officer
Joseph M. Donovan	64	Director and Chairman
Erik G. Braathen	63	Director
Eugene McCague	60	Director
Robert S. Tomczak	57	Director
Susan M. Walton	58	Director
Steven Zissis	59	Director

Colm Barrington has been our chief executive officer and a member of our board of directors since May 2007. Mr. Barrington has over 40 years of experience in the global aviation industry, having started his aviation career in 1967 at Ireland's national airline, Aer Lingus. In 1979, he joined GPA Group plc where he held various senior positions, including chief operating officer. In 1993, Mr. Barrington oversaw the successful integration of GPA Group plc and GE Capital Aviation Services (GECAS). In 1994, he joined Babcock & Brown Limited working in aircraft and lease management and arranging cross border lease financings of commercial aircraft. In September 2015, Mr. Barrington retired after seven years as the non-executive Chairman of the Board of Directors of Aer Lingus plc, following the sale of Aer Lingus to International Consolidated Airlines Group (IAG). Mr. Barrington is a non-executive director of Hibernia REIT plc and is Vice Chairman and a non-executive director of Finnair plc. Mr. Barrington received a BA and an MA in Economics from University College Dublin and a public administration degree from the Institute of Public Administration, also in Dublin.

Julie Ruehl has been our chief financial officer since August 2017. Prior to joining FLY, Ms. Ruehl previously served as the Vice President and Chief Accounting Officer for Big Heart Pet Brands and for its predecessor, Del Monte Corporation. Prior to that she was in a senior financial position with Sanmina Corporation, a global provider of electronics manufacturing services, and previously served as an Audit Partner at Arthur Andersen LLP. Ms. Ruehl graduated cum laude from Louisiana State University with a bachelor of science degree in Accounting.

Joseph M. Donovan was appointed Chairman in April 2010 and has been a member of our board of directors since June 2007. Prior to his retirement in January 2007, Mr. Donovan was chairman of Credit Suisse's Asset-Backed Securities and Debt Financing Group, which he led for nearly seven years. Prior thereto, Mr. Donovan was a managing director and head of Asset Finance at Prudential Securities (1998-2000) and Smith Barney (1995-1997). Mr. Donovan began his banking career at The First Boston Corporation in 1983, ultimately becoming a managing director at CS First Boston, where he served as Chief Operating Officer of the Investment Banking Department from 1992 to 1995. Mr. Donovan is a director of STORE Capital Corporation. Mr. Donovan received his MBA from The Wharton School and has a degree in Accountancy from the University of Notre Dame.

Erik G. Braathen has been a member of our board of directors since June 2007. Mr. Braathen has been the chief executive of Ojada AS, a privately owned investment company, since 1999. Prior to joining Ojada AS, Mr. Braathen was the chief executive officer of Braathens ASA where he gained extensive experience in the airline industry from 1986 to 1999. Mr. Braathen serves as the Deputy of Chairman of Protector Insurance ASA and is a member of the boards of directors of Northsea PSV AS and Cenzia AS. Mr. Braathen is Chairman of the Board of Directors of Holmen Fondsforvaltning, Sayonara AS, Ojada AS, Okana AS and Onida AS. Mr. Braathen has a Master of International Management from AGSIM, Phoenix Arizona, and a Bachelor of Arts & Economics from the University

of Washington, Seattle, Washington.

Eugene McCague has been a member of our board of directors since November 2014. Mr. McCague was a partner of Arthur Cox, a leading Irish law firm, from 1988 to his retirement from the firm in June 2017. He served as managing partner of Arthur Cox from 1999 to 2003, and as its chairman from 2006 to 2013. Mr. McCague is the chair of the Governing Authority of University College, Dublin and has served on the boards of a number of not-for-profit organizations, and as President of the Dublin Chamber of Commerce. Mr. McCague is a non-executive director of ICON plc. Mr. McCague holds a Bachelor of Civil Law degree and a Diploma in European Law from University College, Dublin.

### Table of Contents

Robert S. Tomczak has been a member of our board of directors since April 2010. Mr. Tomczak is a Senior Vice President and the Chief Financial Officer of BBAM LP and leads BBAM's accounting, finance and contract management teams and has over 25 years of experience in the aircraft leasing industry. From 1987 to 2010, Mr. Tomczak was a Finance Director at Babcock & Brown. Prior to joining Babcock & Brown in 1987, Mr. Tomczak worked for Arthur Andersen & Co. He graduated from California State University East Bay with a degree in Finance and Accounting.

Susan M. Walton has been a member of our board of directors since June 2007. Ms. Walton is currently the Chief Executive Officer of the Pestalozzi International Village Trust, a charity registered in England and Chief Executive Officer of Pestalozzi Enterprises Limited. Until September 2010, Ms. Walton was a Sub-Regional Director of the environmental charity Groundwork London. Prior thereto, Ms. Walton was the Chief Executive of Hampshire & Isle of Wight Wildlife Trust ("HWT"), a leading wildlife conservation charity in England, where she was responsible for biodiversity projects in two counties and developing partnerships with key stakeholder groups. Prior to joining HWT in 2006, she served as General Manager — Structured Finance and Export Credit, for Rolls-Royce Capital Limited for nine years. Ms. Walton was also a Principal at Babcock & Brown from 1989 to 1997 where she was responsible for producing and implementing Babcock & Brown's annual European Aerospace marketing plan. Ms. Walton is a trustee for the Sussex East Area Meeting of Quakers, a trustee of Raystede Animal Sanctuary and a member of the Corporation of Sussex Coast College Hastings. Ms. Walton holds a degree in Environmental Conservation from Birkbeck College, University of London.

Steven Zissis was previously our chairman and has been a member of our board of directors since June 2007. Mr. Zissis is the President and Chief Executive Officer of BBAM LP. Mr. Zissis was the Head of Aircraft Operating Leasing at Babcock & Brown and has over 25 years of experience in the aviation industry. Prior to joining Babcock & Brown in 1990, Mr. Zissis was a vice president of Citibank, where he was also a founder and manager of the Portfolio Acquisition and Divestiture team. Mr. Zissis graduated from Rhodes College with a degree in Finance and International Studies.

### Compensation of Directors

Each independent member of our board of directors receives an annual cash retainer of \$125,000 payable in equal quarterly installments. Our chairman receives an additional \$60,000 per year. Each independent director who is a chairman of a committee of the board of directors receives an additional \$10,000 per year. Our Manager-appointed directors receive no additional compensation for their service as directors.

We paid to our directors aggregate cash compensation of \$0.6 million for services rendered in 2018. We do not have a retirement plan for our directors.

### Executive Compensation

We do not have any employees. Pursuant to the management agreement we have with our Manager, we have the dedicated services of our Manager's chief executive officer and chief financial officer, who serve as our chief executive officer and chief financial officer by appointment of our board of directors but who remain employees of BBAM LP. The services performed by our chief executive officer and chief financial officer are provided at the cost of our Manager or an affiliate of our Manager. Our Manager or an affiliate of our Manager, in consultation with the compensation committee of our board of directors, determines and pays the compensation of our chief executive officer and chief financial officer. We do not provide retirement benefits to any officer or employee.

We have a 2010 Omnibus Incentive Plan ("2010 Plan") permitting the issuance of up to 1,500,000 share grants in the form of (i) stock appreciation rights ("SARs"); (ii) restricted stock units ("RSUs"); (iii) nonqualified stock options; and (iv) other stock-based awards. We have issued all shares available under the 2010 Plan. At December 31, 2018, there

were 796,980 SARs outstanding and exercisable. The Company satisfies SAR exercises with newly issued ADSs.

#### Board of Directors

Our board of directors currently consists of seven members. Our bye-laws provide that the board of directors is to consist of a minimum of two and a maximum of 15 directors as the board of directors may from time to time determine. Pursuant to our management agreement and our bye-laws, so long as the Manager holds any of our manager shares, our Manager has the right to appoint the whole number of directors on our board of directors that is nearest to but not more than  $\frac{3}{7}$ ths of the number of directors on our board of directors. These directors are not required to stand for election by shareholders.

A majority of our directors are “independent” as defined under the applicable rules of the New York Stock Exchange. In accordance with our bye-laws, the independent directors are elected at each annual general meeting of shareholders and shall hold office until the next annual general meeting following his or her election or until his or her successor is elected or appointed or their office is otherwise vacated.

Table of Contents

Committees of the Board

The standing committees of our board of directors consist of an audit committee, a compensation committee and a nominating and corporate governance committee. These committees are described below. Our board of directors may also establish various other committees to assist it in its responsibilities.

Audit Committee

Our Audit Committee is concerned primarily with the accuracy and effectiveness of the audits of our financial statements by our independent auditors. Its duties include:

selecting independent auditors for approval by our shareholders;

reviewing the scope of the audit to be conducted by our independent auditors, as well as the results of their audit;

approving audit and non-audit services provided to us by the independent auditors;

reviewing the organization and scope of our internal system of audit, financial and disclosure controls;

overseeing internal controls and risk management;

overseeing our financial reporting activities, including our annual report, and the accounting standards and principles followed;

reviewing and approving related-party transactions and preparing reports for the board of directors on such related-party transactions;

conducting other reviews relating to compliance with applicable laws and our policies, including reviewing at least annually our decision to enter into swaps, and our hedging policy; and

overseeing our internal audit function.

Each of the members of the Audit Committee is an “independent” director as defined under the applicable rules of the New York Stock Exchange. Mr. Donovan and Mr. Braathen have served on the Audit Committee since June 2007. Mr. McCague has served on the Audit Committee since November 2014. Mr. Donovan serves as chairperson.

Compensation Committee

Our Compensation Committee will be consulted by our Manager regarding the remuneration of our chief executive and chief financial officers and will be responsible for determining the compensation of our independent directors. Each of the members of the Compensation Committee is an “independent” director as defined under the applicable rules of the New York Stock Exchange. Mr. Braathen and Ms. Walton have served on the Compensation Committee since June 2007. Mr. McCague has served on the Compensation Committee since November 2014. Mr. Braathen serves as chairperson.

Nominating and Corporate Governance Committee

Our Nominating and Corporate Governance Committee’s responsibilities include the selection of potential candidates for our board of directors and the development and annual review of our governance principles. This committee also makes recommendations to our board of directors concerning the structure and membership of the other board

committees. Each of the members of the Nominating and Corporate Governance Committee is an “independent” director as defined under the applicable rules of the New York Stock Exchange. Ms. Walton and Mr. Braathen have served on the Nominating and Corporate Governance Committee since June 2007. Mr. McCague has served on the Nominating and Corporate Governance Committee since November 2014. Ms. Walton serves as chairperson.

Table of Contents

## Our Management

Pursuant to a management agreement, we have appointed Fly Leasing Management Co. Limited, a wholly owned subsidiary of BBAM LP, as our Manager to provide management services to us. In discharging its duties under the management agreement, our Manager uses the resources provided to it by BBAM LP and its affiliates. These resources include the dedicated services of Mr. Colm Barrington and Ms. Julie Ruehl, who serve as our chief executive officer and chief financial officer, respectively, but who also remain employees of BBAM LP, the dedicated services of other members of our Manager's core management team, and the non-exclusive services of other personnel employed by BBAM LP.

Our chief executive officer and chief financial officer manage our day-to-day operations and affairs on a permanent and wholly dedicated basis. Our board of directors, chief executive officer and chief financial officer have responsibility for overall corporate strategy, acquisitions, dispositions, financing and investor relations.

## Share Ownership

Other than as disclosed in Item 7 below, none of our directors or executive officers beneficially own more than 1% of our outstanding common shares.

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY  
TRANSACTIONS

The table below sets forth certain information regarding the beneficial ownership of our ADSs by each person known by us to be a beneficial owner of more than 5% of our ADSs as of February 15, 2019:

Name	Shares Beneficially Owned	
	Number	Percent
AirAsia Group Berhad <sup>(1)</sup>	3,333,333	10.2 %
Onex Corporation <sup>(2)</sup>	3,110,143	9.5 %
Donald Smith & Co., Inc. <sup>(3)</sup>	2,670,572	8.2 %
Summit Aviation Partners LLC <sup>(4)</sup>	2,195,864	6.7 %
Morgan Stanley <sup>(5)</sup>	1,770,913	5.4 %

The information above and in this footnote is based on information taken from the Schedule 13G filed by AirAsia (1) Group Berhad with the SEC on September 4, 2018. AirAsia Group Berhad has sole voting and dispositive power over 3,333,333 ADSs.

The information above and in this footnote is based on information taken from the Schedule 13G/A filed by Onex Corporation, Onex Partners III GP LP, Onex Partners GP Inc., Onex US Principals LP, Onex American Holdings GP LLC, Onex American Holdings II LLC, Onex Partners III PV LP, Onex Partners III Select LP, Onex Partners III LP, New PCo II Investments Ltd., Meridian Aviation Partners Limited, Onex ATR S.a.r.l., ATR Aviation (2) Holdings I Corporation, Onex Partners III International LP, Onex Partners III International GP LP, Onex Partners III International GP LLC, Onex Partners Canadian GP Inc., and Gerald W. Schwartz (collectively, the "Onex Reporting Persons") with the SEC on February 15, 2019. Onex Corporation has shared voting and dispositive power over 3,094,399 ADSs. Gerald W. Schwartz has shared voting and dispositive power over 3,110,143 ADSs.

(3) The information above and in this footnote is based on information taken from the Schedule 13G filed by Donald Smith & Co., Inc., Donald Smith Long/Short Equities Fund, L.P., Jon Hartsel, Kamal Shah and John D. Piermont with the SEC on February 8, 2019. Donald Smith & Co., Inc. has sole voting power over 2,429,829 ADSs and sole dispositive power over 2,670,572 ADSs. Donald Smith Long/Short Equities Fund, L.P. has sole voting power over 8,395 ADSs and sole dispositive power over 2,670,572 ADSs. Jon Hartsel has sole voting power over 4,000 ADSs



and sole dispositive power over 2,670,572 ADSs. Kamal Shah has sole voting power over 2,500 ADSs and sole dispositive power over 2,670,572 ADSs. John D. Piermont has sole voting power over 2,000 ADSs and sole dispositive power over 2,670,572 ADSs.

The information above and in this footnote is based on information taken from the Schedule 13D/A filed by Steven Zissis, Zissis Family Trust, Summit Aviation Partners LLC and SZ Services Puerto Rico LLC with the SEC on July 20, 2018, and from information independently provided to us by Mr. Zissis. Steven Zissis and Zissis Family Trust have shared voting and dispositive power over 2,195,864 ADSs. Summit Aviation Partners LLC has shared voting and dispositive power over 1,610,717 ADSs. SZ Services Puerto Rico LLC has shared voting and dispositive power over 487,708 ADSs.

The information above and in this footnote is based on information taken from the Schedule 13G/A filed by Morgan Stanley with the SEC on February 12, 2019. Morgan Stanley has shared voting power over 1,599,624 ADSs and shared dispositive power over 1,770,913 ADSs.

All ADS holders have the same voting rights.

As of February 28, 2019, 8,034,238 of our ADSs were held by 29 holders of record in the United States, not including ADSs held of record by Depository Trust Company, or DTC. As of February 28, 2019, DTC was the holder of record of 24,615,781 ADSs. To the best of our knowledge, 2,228,906 ADSs were beneficially owned by holders with U.S. addresses.

We are not aware of any arrangements, the operation of which may at a subsequent date result in a change of control.

## Table of Contents

### Manager Shares

Our Manager owns 100 manager shares that are entitled to director appointment rights and the right to vote on amendments to the provision of our bye-laws relating to termination of our management agreement with them. Manager shares will not convert into common shares. Upon a termination of our management agreement, the manager shares will cease to have any appointment and voting rights and, to the extent permitted under Section 42 of Companies Act 1981 (Bermuda), will be automatically redeemed for their par value. Manager shares are not entitled to receive any dividends and, other than with respect to director appointment rights, holder of manager shares have no voting rights.

### Related Party Transactions

We have entered into agreements with BBAM LP and its affiliates that effect the transactions relating to our ongoing operations and business. Although the pricing and other terms of these agreements were reviewed by our management and the independent directors of our board of directors, they were determined by entities affiliated with BBAM LP. As a result, provisions of these agreements may be less favorable to us than they might have been had they been the result of transactions among unaffiliated third parties.

On February 1, 2017, B&B Air Funding amended its servicing agreement with respect to aircraft financed by the Securitization Notes. See “Servicing Agreements — B&B Air Funding — Servicing Agreement.” On February 1, 2017, we amended the management agreement with the Manager to accommodate the changes to the servicing and administrative fees relating to the aircraft financed by the Securitization Notes. See “Management Agreement.”

## MANAGEMENT AGREEMENT

### General

We have a management agreement with our Manager (the “Management Agreement”). In discharging its duties under the Management Agreement, our Manager uses the resources provided to it by BBAM LP. These resources include the dedicated services of Colm Barrington and Julie Ruehl, who serve as our chief executive officer and chief financial officer, respectively, but also remain employees of BBAM LP, the dedicated services of other members of our Manager’s core management team and the non-exclusive services of other personnel employed by BBAM LP.

Our Manager’s core management team consists of the Manager’s chief executive officer, chief financial officer and that level of dedicated or shared support personnel, such as corporate counsel, company secretary, financial controller and other accounting staff and risk and compliance personnel, as our Manager reasonably determines is necessary to provide the management and administrative services described below.

### Services

Our Manager’s duties and responsibilities under the Management Agreement include the provision of the services described below. The Management Agreement requires our Manager to manage our business and affairs in conformity with the policies and investment guidelines that are approved and monitored by our board of directors. Our Manager may delegate the provision of all or any part of the services to any person affiliated or associated with BBAM.

**Management and Administrative Services.** Our Manager provides us with the following management and administrative services:

managing our portfolio of aircraft and other aviation assets and the administration of our cash balances;

if requested by our board, making available a member of the core management team of our Manager as our nominee on the board of directors of any of our subsidiaries (provided that each such member must be agreed between us and our Manager);

assisting with the implementation of our board's decisions;

providing us suitably qualified and experienced persons to perform the management and administrative services for us and our subsidiaries, including persons to be appointed by our board to serve as our dedicated chief executive and chief financial officers (who shall remain employees of, and be remunerated by, our Manager or an affiliate of our Manager while serving in such capacities);

performing or procuring the performance of all reasonable accounting, tax, corporate secretarial, information technology, reporting and compliance services for us and our subsidiaries, including the preparation and maintenance of our accounts and such financial statements and other reports and filings as we are required to make with any governmental agency (including the SEC) or stock exchange;

Table of Contents

supervising financial audits of us by an external auditor as required;

managing our relations with our investors and the public, including:

preparing our annual reports and any notices of meeting, papers, reports and agendas relating to meetings of our shareholders; and

assisting in the resolution of any complaints by or disputes with our investors and any litigation involving us (other than litigation in which our interests are adverse to those of our Manager or BBAM); and

using commercially reasonable efforts to cause us to comply with all applicable laws.

**Origination and Disposition Services.** Our Manager also provides us with the following origination and disposition services:

sourcing opportunities relating to aircraft and other aviation assets, including using its commercially reasonable efforts to notify us of potential aviation asset investment opportunities that come to the attention of our Manager and which our Manager acting reasonably believes may be of interest to us as investments;

in relation to identified potential opportunities to purchase or sell aircraft and other aviation assets, investigating, researching, evaluating, advising and making recommendations on or facilitating such opportunities;

with respect to prospective purchases and sales of aircraft and other aviation assets, conducting negotiations with sellers and purchasers and their agents, representatives and financial advisors; and

with respect to prospective purchases and sales of aircraft and other aviation assets, conducting negotiations with sellers and purchasers and their agents, representatives and financial advisors; and

otherwise providing advice and assistance to us in relation to the evaluation or pursuit of aviation asset investment or disposition opportunities as we may reasonably request from time to time.

We are under no obligation to invest in or to otherwise pursue any aviation asset investment or disposal opportunity identified to us by our Manager pursuant to the Management Agreement. Neither BBAM nor any of its affiliates or associates are restricted from pursuing, or offering to a third party, including any party managed by, or otherwise affiliated or associated with BBAM, or are required to establish any aviation asset investment protocol in relation to prioritization of, any aviation asset investment or disposal opportunity identified to us by our Manager pursuant to the Management Agreement.

**Ancillary Management and Administrative Services.** Our Manager also provides us with ancillary management and administrative services upon such terms as may be agreed from time to time between us and our Manager, which may require, among other things if requested by our board of directors:

the expansion of our Manager's core management team with additional personnel as may be required by developments or changes in the commercial aircraft leasing industry (whether regulatory, economic or otherwise) or the compliance or reporting environment for publicly listed companies in the United States (whether as a result of changes to securities laws or regulations, listing requirements or accounting principles or otherwise); and

making available individuals (other than members of our Manager's core management team) as our nominees on the boards of directors of any of our subsidiaries.

## Servicing

For so long as our Manager's appointment is not terminated, we agree to engage BBAM as the exclusive Servicer for any additional aircraft or other aviation assets that we acquire in the future on terms substantially similar to those set forth in the servicing agreement for B&B Air Funding or the servicing agreement between our other subsidiaries and BBAM or on such other terms as we and BBAM may agree.

59

---

## Table of Contents

Competitors. In the Management Agreement, we agree not to sell any of our subsidiaries receiving services from BBAM pursuant to a servicing agreement to a competitor of BBAM, or to any party that does not agree in a manner reasonably acceptable to BBAM to be bound by the provisions of the applicable servicing agreement. In addition, we agree not to permit competitively sensitive information to be provided to any competitor of BBAM even if such competitor is a shareholder, and to screen any of our officers, directors, agents, advisors or consultants that are involved in any other business activities that are competitive with BBAM or an affiliate from competitively sensitive information.

## Compliance with Our Strategy, Policy and Directions

In performing the services, our Manager is required to comply with our written policies and directions provided to our Manager from time to time by our board of directors unless doing so would contravene any law or the express terms of the Management Agreement.

Notwithstanding the above, we may not make any decision, take any action or omit to take any action in relation to the acquisition, disposition or management of any aircraft or other aviation assets, unless:

that matter has been the subject of a recommendation by our Manager; or

the failure to make that decision, take that action or omit to take that action would breach the fiduciary duties of our directors or any law.

In addition, we may not direct our Manager (unless the direction is otherwise permitted under the Management Agreement) to make any decision, take any action or omit to take any action in relation to the acquisition, disposition or management of any aircraft or other aviation asset, and our Manager is not obliged to comply with any such direction if given by us, unless:

that matter has been the subject of a recommendation by our Manager; or

the failure to make that decision, take that action or omit to take that action would breach the fiduciary duties of our directors or any law.

Notwithstanding the foregoing, we may direct our Manager to review a proposed decision, action or omission to take an action in relation to the acquisition, disposition or management of any aircraft or other aviation asset and require that within a reasonable period of time our Manager either make or decline to make a recommendation with respect thereto.

The Manager shall also ensure that the members of the Compensation Committee of the Board of Directors of Fly are aware of the proposed salaries, bonuses, equity grants and other compensation arrangements for the chief executive officer, chief financial officer and, at the reasonable request of the Compensation Committee, other senior BBAM employees who devote substantial time to the Company ("Senior Executives"), and allow the Compensation Committee to participate in the discussion of such proposed arrangements for each Senior Executive, before such proposed arrangements are finalized by the Manager or its affiliates.

## Appointment of Our Chief Executive Officer and Chief Financial Officer

Although our chief executive officer and chief financial officer are employees of our Manager (or an affiliate of our Manager), they serve us in such corporate capacities by appointment by our board of directors. The Management Agreement acknowledges that our board may terminate our chief executive officer or chief financial officer without our Manager's consent. The Management Agreement provides that if there is a vacancy in such position for any reason,

then our Manager will recommend a candidate to serve as replacement chief executive officer or chief financial officer. If our board of directors does not appoint the initial candidate proposed by our Manager to fill such vacancy, then our Manager will be required to recommend additional candidates until our board appoints a candidate recommended by our Manager for such vacancy.

#### Restrictions and Duties

Our Manager has agreed that it will use reasonable care and diligence and act honestly and in good faith at all times in the performance of the services under the Management Agreement. We refer to the foregoing standard as the “standard of care” required under the Management Agreement.

Under the Management Agreement, our Manager may not, without our board’s prior consent:

- (1) carry out any transaction with an affiliate of our Manager on our behalf, it being understood that BBAM has been appointed as the exclusive Servicer for our portfolio of aircraft, and that our Manager may delegate the provision of all or any part of the services under the Management Agreement to any person affiliated or associated with BBAM;

Table of Contents

(2) carry out any aviation asset investment or disposition transaction, or sequence of related aviation asset investment or disposition transactions with the same person or group of persons under common control, for us if the aggregate purchase price to be paid or the gross proceeds to be received by us in connection therewith would exceed \$200 million;

(3) carry out any aviation asset investment or disposition transaction if the sum of all the purchase prices to be paid or of all the gross proceeds to be received by us in connection with all such transactions during any quarter would exceed \$500 million;

(4) appoint or retain any third-party service provider to assist our Manager in providing management and administrative services if:

the amount to be paid by our Manager and reimbursed by us or paid by us to the third party with respect to any particular matter, or series of related matters, is reasonably likely to exceed \$1 million; or

as a result of the appointment or retention, the amount to be paid by our Manager and reimbursed by us or paid by us to all such third-party service providers appointed or retained in any rolling 12-month period is reasonably likely to exceed \$5 million;

(5) appoint or retain any third-party service provider to assist our Manager in providing ancillary management and administrative or the origination and disposition services if:

the amount to be paid by our Manager and reimbursed by us or paid by us to the third party with respect to any particular matter, or series of related matters, is reasonably likely to exceed \$1 million; or

as a result of the appointment or retention, the amount to be paid by our Manager and reimbursed by us or paid by us to all such third-party service providers appointed or retained in any rolling 12-month period is reasonably likely to exceed \$7.5 million; or

(6) hold any cash or other assets of ours, provided that our Manager may cause our cash and other assets to be held in our name or any custodian for us nominated or approved by us.

The thresholds discussed in clauses (4) and (5) above are reviewed regularly by us and our Manager and may be increased by our board of directors (but shall not be decreased) having regard to changes in the value of money, changes in our market capitalization and any other principles agreed between us and our Manager. The thresholds discussed in clauses (2) and (3) may be increased or decreased by our board of directors in its sole discretion at any time by notice to our Manager. Amounts relating to transactions and third-party service providers entered into, appointed or retained by BBAM on our behalf pursuant to our servicing agreements or administrative agency agreements are not included in determining whether the thresholds discussed under this heading have been met or exceeded. Acquisitions of series of aircraft from non-affiliated persons are deemed not to be related matters for purposes of this provision.

Relationship of Management Agreement and Servicing Agreements

To the extent that BBAM is entitled to exercise any authority, enter into any transaction or take any action on our behalf pursuant to any of our servicing agreements or administrative agency agreements, such servicing agreement or administrative agency agreement shall govern such exercise of authority, transaction or authority in the event of a conflict between the Management Agreement and such servicing agreement or administrative agency agreement.

Board Appointees



Pursuant to the Management Agreement and our bye-laws, for so long as our Manager holds any of our manager shares, our Manager has the right to appoint the whole number of directors on our board of directors that is nearest to but not more than  $\frac{3}{7}$ ths of the number of directors on our board of directors. Our Manager's appointees on our board of directors are not required to stand for election by our shareholders other than by our Manager.

Our Manager's board appointees do not receive any cash compensation from us (other than out-of-pocket expenses) and do not have any special voting rights. The appointees of our Manager shall not participate in discussions regarding, or vote on, any related-party transaction in which any affiliate of our Manager has an interest. Our independent directors are responsible for approving any such related-party transactions.

#### Fees and Expenses

Pursuant to the Management Agreement, we pay our Manager the fees and pay or reimburse our Manager for the expenses described below.

## Table of Contents

### Management and Administrative Services

**Base and Rent Fees.** With respect to aircraft financed by the Securitization Notes, until December 31, 2016, BBAM was entitled to receive (i) a base fee of \$150,000 per month, subject to certain adjustments, and (ii) a rent fee equal to 1.0% of the aggregate amount of rents due and 1.0% of the aggregate amount of rents actually collected.

Effective January 1, 2017, the servicing agreement between B&B Air Funding and BBAM relating to aircraft financed by the Securitization Notes was amended, thereby (i) amending the rent fee to 3.5% of the aggregate amount of rents actually collected, plus \$1,000 per aircraft per month and (ii) eliminating the base fee of \$150,000 per month, and the management agreement was amended to accommodate these changes.

**Origination and Disposition Fees and Change of Control Fees.** We generally pay our Manager a fee for each acquisition or sale of aircraft or other aviation assets equal to 1.5% of the gross acquisition cost in respect of acquisitions or the aggregate gross proceeds in respect of dispositions. From time to time, we and our Manager have agreed to modify origination and disposition proceeds in connection with the purchase or sale of aircraft portfolios.

We also pay our Manager a fee of 1.5% of the aggregate gross consideration received in respect of any change of control of our company, which includes the acquisition of more than 50% of our common shares or the acquisition of all or substantially all of our assets.

In 2018, we paid our Manager origination fees of \$16.1 million in connection with the purchase of 34 aircraft and seven engines. In 2017, we paid our Manager origination fees of \$6.8 million in connection with the purchase of ten aircraft. In 2016, we paid our Manager origination fees of \$8.4 million in connection with the purchase of ten aircraft.

**Administrative Agency Fees.** We pay to our Manager an administrative agency fee equal to \$750,000 per annum for each aircraft securitization financing (the amount of the administrative agency fee for each aircraft securitization financing we establish will be subject to adjustment as set forth below under “— Fees and Expenses — Adjusting the Base Fees and Administrative Agency Fees”).

Effective January 1, 2017, the administrative agency fee payable with respect to the B&B Air Funding Securitization was reduced, through a rebate, to \$20,000 per month, subject to an annual CPI adjustment.

In each of 2018 and 2017, we paid the Manager administrative agency fees totaling \$0.2 million, which amounts were credited toward servicing fees paid pursuant to the servicing agreement between B&B Air Funding and BBAM. In 2016, we paid the Manager administrative agency fees totaling \$0.9 million.

**Adjusting the Base Fees and Administrative Agency Fees.** The amount of the base fee payable and the amount of the administrative agency fee payable for each aircraft securitization financing we establish will be increased (but not decreased) annually by the percentage movement (if any) in the CPI index applicable for the previous calendar year.

### Ancillary Management and Administrative Services

We may pay to our Manager such additional fees for any ancillary management and administrative services provided by our Manager to us from time to time as we and our Manager agree to before the ancillary management and administrative services are provided. We did not pay any ancillary management and administrative services fee to our Manager in 2018, 2017 or 2016.

### Credit for Servicing Fees Paid

Base fees and rent fees paid to BBAM under our servicing agreements and administrative services fees paid to our Manager under the administrative services agreements are credited toward (and thereby reduce) the base and rent fees payable to our Manager as described above under “— Fees and Expenses — Management and Administrative Services — Base and Fees” and “— Fees and Expenses — Administrative Agency Fees.” Similarly, sales fees paid to BBAM under our servicing agreements in respect of aircraft dispositions are credited toward (and thereby reduce) the fee payable to our Manager in connection with dispositions as described above under “— Fees and Expenses — Origination and Disposition Services.” See “Servicing Agreements — Servicing Fees.”

#### Break Fees

Our Manager is entitled to one-third of the value of any break, termination or other similar fees received by us (with such value to be reduced by any third-party costs incurred by or on behalf of us or by our Manager on behalf of us in the transaction to which the fee relates) in connection with any investment or proposed investment to be made by us in any aircraft or other aviation assets. We did not pay any break fees to our Manager in 2018, 2017 or 2016.

Table of Contents

Expenses of the Manager

We pay an annual management fee to the Manager as compensation for providing the services of the chief executive officer, the chief financial officer and other personnel, and for certain corporate overhead costs related to us. The management fee is adjusted each calendar year by (i) 0.3% of the change in the book value of our aircraft portfolio during the preceding year, up to a \$2.0 billion increase over \$2.7 billion and (ii) 0.25% of the change in the book value of our aircraft portfolio in excess of \$2.0 billion, with a minimum annual management fee of \$5.0 million. The management fee is subject to an annual adjustment tied to the Consumer Price Index applicable to the prior calendar year. For the year ended December 31, 2018, we incurred management fees of \$7.3 million. For each of the years ended December 31, 2017 and 2016, we incurred management fees of \$6.3 million.

We pay or reimburse our Manager:

for all our costs paid for us by our Manager (other than remuneration and certain expenses in relation to our Manager's core management team and our Manager's corporate overhead), including the following items which are not covered by the management expense amount:

directors' fees for the independent directors on our board of directors and our subsidiaries,

directors' and officers' insurance for our and our subsidiaries' directors and officers,

travel expenses of the directors (including flights, accommodation, taxis, entertainment and meals while traveling) to attend any meeting of the board of our Company,

registration and listing fees in connection with the listing of our shares on the NYSE and registering the shares under the Securities Act,

fees and expenses relating to any equity or debt financings we enter into in the future,

fees and expenses of the depositary for our ADSs,

costs and expenses related to insuring our aircraft and other aviation assets, including all fees and expenses of insurance advisors and brokers,

costs incurred in connection with organizing and hosting our annual meetings or other general meetings of our Company,

costs of production and distribution of any of our security holder communications, including notices of meetings, annual and other reports, press releases, and any prospectus, disclosure statement, offering memorandum or other form of offering document,

website development and maintenance,

travel expenses of the core management team and other personnel of BBAM and its affiliates (including flights, accommodation, taxis, entertainment and meals while traveling) related to sourcing, negotiating and conducting transactions on our behalf and attending any meeting of the board or our Company,

external legal counsel,

fees of third party consultants, accounting firms and other professionals,

external auditor's fees, and

internal auditor's fees.

for all taxes, costs, charges and expenses properly incurred by our Manager in connection with:

the provision of ancillary management and administrative services, and

the engagement of professional advisors, attorneys, appraisers, specialist consultants and other experts as requested by us from time to time; or which our Manager considers reasonably necessary in providing the services and discharging its duties and other functions under the Management Agreement, including, without limitation, the fees and expenses of professional advisors relating to the purchase and sale of aircraft and other aviation assets.

63

---

Table of Contents

Term and Termination

The term of the Management Agreement expires on July 1, 2025, and shall be automatically extended for one additional term of five years unless terminated by either party upon 12 months' notice or terminated earlier as set forth below.

If the Management Agreement is not renewed after July 1, 2025, we will pay the Manager a non-renewal fee on the termination date in an amount equal to (i) \$6.0 million plus (ii) so long as the Management Expense Amount does not exceed \$12.0 million, 50% of the excess (if any) of the Management Expense Amount over \$6.0 million.

We may terminate our Manager's appointment immediately upon written notice if but only if:

BBAM LP ceases to hold (directly or indirectly) more than 50% of the voting equity of, and economic interest in our Manager;

our Manager becomes subject to bankruptcy or insolvency proceedings that are not discharged within 75 days, unless our Manager is withdrawn and replaced within 90 days of the initiation of such bankruptcy or insolvency proceedings with an affiliate or associate of BBAM that is able to make correctly the representations and warranties set out in the Management Agreement;

at least 75% of our independent directors and holders of 75% or more of all of our outstanding common shares (measured by vote) determine by resolution that there has been unsatisfactory performance by our Manager that is materially detrimental to us;

our Manager materially breaches the Management Agreement and fails to remedy such breach within 90 days of receiving written notice from us requiring it to do so, or such breach results in liability to us and is attributable to our Manager's gross negligence, fraud or dishonesty, or willful misconduct in respect of the obligation to apply the standard of care;

any license, permit or authorization held by our Manager which is necessary for it to perform the services and duties under the Management Agreement is materially breached, suspended or revoked, or otherwise made subject to conditions which, in the reasonable opinion of our board of directors, would prevent our Manager from performing the services and the situation is not remedied within 90 days;

our Manager voluntarily commences or files any petition seeking bankruptcy, insolvency or receivership relief; consents to the institution of, or fails to contest the filing of any bankruptcy or insolvency filing; files an answer admitting the material allegations filed against it in any such proceeding; or makes a general assignment for the benefit of its creditors, unless our Manager is withdrawn and replaced within 15 days with an affiliate or associate of BBAM that is able to make correctly the representations and warranties set out in the Management Agreement; or

an order is made for the winding up of our Manager, unless our Manager is withdrawn and replaced within 15 days with an affiliate or associate of BBAM that is able to make correctly the representations and warranties set out in the Management Agreement.

Our Manager may terminate the Management Agreement immediately upon written notice if:

we fail to make any payment due under the Management Agreement to our Manager within 15 days after the same becomes due;

we otherwise materially breach the Management Agreement and fail to remedy the breach within 90 days of receiving written notice from our Manager requiring us to do so; or

if the directors in office on December 28, 2012 and any successor to any such director who was nominated or selected by a majority of the current directors and our Manager appointed directors, cease to constitute at least a majority of the board (excluding directors appointed by our Manager). (See “Board Appointees”.)

### Table of Contents

If our Manager terminates the Management Agreement upon the occurrence of any of the above, we will pay our Manager a fee as follows (i) during the first five year term, an amount equal to three times the aggregate Management Expense Amount in respect of the last complete fiscal year prior to the termination date; (ii) during the second five year term, an amount an amount equal to two times the aggregate Management Expense Amount in respect of the last complete fiscal year prior to the termination date; (iii) during the third five year term, an amount an amount equal to the aggregate Management Expense Amount in respect of the last complete fiscal year prior to the termination date.

Upon the termination of the Management Agreement, we will redeem all of the manager shares for their nominal value.

### Conflicts of Interest

Nothing in the Management Agreement restricts BBAM or any of its affiliate or associates from:

dealing or conducting business with us, our Manager, any affiliate or associate of BBAM or any shareholder of ours;

being interested in any contract or transaction with us, our Manager, any affiliate or associate of BBAM or any shareholder of ours;

acting in the same or similar capacity in relation to any other corporation or enterprise;

holding or dealing in any of our shares or other securities or interests therein; or

co-investing with us.

### Acting in Interests of Shareholders

Without limiting the clause set out above, in performing the services under the Management Agreement, our Manager shall act in the best interests of our shareholders. If there is a conflict between our shareholders' interests and our Manager's interests, our Manager shall give priority to our shareholders' interests.

### Indemnification and Limitation of Liability

We assume liability for, and have agreed to indemnify our Manager and any person to whom our Manager delegates its obligations in compliance with the Management Agreement, and their respective members, shareholders, managers, directors, officers, employees and agents, on an after-tax basis against, any losses and liabilities (collectively, "Losses") that arise out of or in connection with the doing or failing to do anything in connection with the Management Agreement or on account of any bona fide investment decision made by the indemnified person, except insofar as any such loss is finally adjudicated to have been caused directly by the indemnified person from gross negligence, fraud or dishonesty, or willful misconduct in respect of the obligation to apply the standard of care under the Management Agreement. Our Manager and each other indemnified person is not liable to us for any Losses suffered or incurred by us arising out of or in connection with the indemnified person doing or failing to do anything in connection with the Management Agreement or on account of any bona fide investment decision made by the indemnified person, except insofar as any such Loss is finally adjudicated to have been caused directly by the gross negligence, fraud or dishonesty of, or willful misconduct in respect of the obligation to apply the standard of care under the Management Agreement by the indemnified person.

### Independent Advice



For the avoidance of doubt, nothing in the Management Agreement limits the right of the members of our board of directors to seek independent professional advice (including, but not limited to, legal, accounting and financial advice) at our expense on any matter connected with the discharge of their responsibilities, in accordance with the procedures and subject to the conditions set out in our corporate governance principles from time to time.

#### SERVICING AGREEMENTS

Our subsidiaries have entered into servicing agreements with BBAM relating to the aircraft and engines owned by them. The principal services provided by BBAM pursuant to these servicing agreements relate to:

lease marketing and remarketing, including lease negotiation;

collecting rental payments and other amounts due under leases, collecting maintenance payments where applicable, lease compliance and enforcement and delivery and accepting redelivery of aircraft and engines under lease;

Table of Contents

implementing aircraft and engine dispositions;

monitoring the performance of maintenance obligations of lessees under the leases;

procuring legal and other professional services with respect to the lease, sale or financing of the aircraft or engines, any amendment or modification of any lease, the enforcement of our rights under any lease, disputes that arise as to any aircraft or engines or for any other purpose that BBAM reasonably determines is necessary in connection with the performance of its services;

periodic reporting of operational information relating to the aircraft and engines, including providing certain reports to lenders and other third parties; and

certain aviation insurance related services.

**B&B Air Funding – Servicing Agreement**

Pursuant to the servicing agreement between B&B Air Funding and BBAM, BBAM is entitled to receive servicing fees. With respect to aircraft financed by the Securitization Notes until December 31, 2016, BBAM was entitled to receive (i) a base fee of \$150,000 per month, subject to certain adjustments, (ii) a rent fee equal to 1.0% of the aggregate amount of rents due and 1.0% of the aggregate amount of rents actually collected and (iii) a sales fee of 1.5% of the aggregate gross proceeds in respect of any aircraft sold.

Effective January 1, 2017, the servicing agreement between B&B Air Funding and BBAM relating to aircraft financed by the Securitization Notes was amended, thereby (i) amending the rent fee to 3.5% of the aggregate amount of rents actually collected, plus \$1,000 per aircraft per month and (ii) eliminating the base fee of \$150,000 per month.

B&B Air Funding has entered into an administrative services agreement with our Manager to act as its administrative agent and to perform various administrative services, including maintaining its books and records, procuring and supervising legal counsel, accounting, tax and other advisers. In consideration for such services, until December 31, 2016, B&B Air Funding paid the administrative agent an annual fee of \$750,000. Effective January 1, 2017, the administrative agency fee has been reduced, through a rebate, to \$20,000 per month. In each case, the administrative fee is subject to an annual CPI adjustment, and B&B Air Funding is obligated to reimburse its Manager for its expenses.

For the years ended December 31, 2018, 2017 and 2016, BBAM received rent and servicing fees pursuant to the B&B Air Funding servicing agreement totaling \$0.8 million, \$0.9 million and \$2.4 million, respectively. In addition, for the year ended December 31, 2016, BBAM received \$0.2 million for the annual CPI adjustment made to such fees pursuant to the management agreement. BBAM also received administrative fees totaling \$0.2 million during each of the years ended December 31, 2018 and 2017. BBAM received administrative fees totaling \$0.9 million during the year ended December 31, 2016.

For each of the years ended December 31, 2018 and 2017, B&B Air Funding incurred no disposition fees. For the year ended December 31, 2016, B&B Air Funding incurred disposition fees of \$2.0 million in connection with the sale of nine aircraft.

The agreement may be terminated in the case of certain events, including:

Bankruptcy or insolvency of BBAM LP;

BBAM LP ceasing to own, directly or indirectly, at least 50% of the Servicer;

Summit ceasing to own, directly or indirectly, at least 33.33% of the partnership interests in BBAM LP; provided that a sale that results in such ownership being at a level below 33.33% shall not constitute a servicer termination event if the sale is to a publicly listed entity or other person with a net worth of at least \$100 million; and

during any one year period commencing each April 29, 50% or more of the Servicer's key finance and legal team or technical and marketing team ceasing to be employed by BBAM LP and are not replaced with employees with reasonably comparable experience within 90 days.

If any of the above servicer termination events occur, B&B Air Funding, with the prior consent of its policy provider (or the policy provider alone, if an event of default under the indenture governing the Securitization Notes has occurred and is continuing) and with notice to each credit rating agency, may substitute BBAM with a replacement servicer. A servicer termination event under the Servicing Agreement does not give rise to an event of default under the indenture governing the Securitization Notes.

## Table of Contents

### All Other Aircraft and Aviation Assets Acquired – Servicing Agreements

With respect to all other aircraft, BBAM is entitled to receive a servicing fee equal to 3.5% of the aggregate amount of rents actually collected, plus an administrative fee of \$1,000 per month per aircraft. Under the Term Loan, the Magellan Acquisition Limited Facility, the Fly Acquisition III Facility and the Fly Aladdin Acquisition Facility, BBAM is entitled to an administrative fee of \$10,000 per month. Under the Fly Aladdin Engine Funding Facility, BBAM is entitled to receive a servicing fee equal to 3.5% of monthly rents actually collected and an administrative fee equal to \$1,000 per month. In addition, BBAM is entitled to receive a sales fee of 1.5% of the gross consideration collected for any aircraft or engine sold.

For the years ended December 31, 2018, 2017 and 2016, BBAM received servicing and administrative fees totaling \$14.7 million, \$12.0 million and \$11.3 million, respectively.

For the years ended December 31, 2018, 2017 and 2016, we incurred disposition fees of \$3.1 million, \$0.3 million and \$5.5 million, respectively, in connection with the sale of aircraft.

These servicing agreements can generally be terminated by us in the case of a material breach by the servicer that is not cured within 30 days of written notice, the bankruptcy or insolvency of the servicer or if the servicer ceases to be actively involved in the aircraft leasing business. Some servicing agreements require the consent of the lender providing financing for the relevant aircraft prior to termination. It is our intention to enter into substantially similar servicing agreements with respect to all future aircraft and aviation assets that we acquire.

## ITEM 8. FINANCIAL INFORMATION

### Consolidated statements and other financial information

See Item 18 below for information regarding our consolidated financial statements and additional information required to be disclosed under this Item. No significant changes have occurred since the date of the annual financial statements included in this Annual Report.

### Legal Proceedings

We are not currently a party to any litigation or other legal proceeding that may have a material adverse impact on our business or operations. However, we are and may continue to be subject to various claims and legal actions arising in the ordinary course of business.

### Dividends

No dividends were paid in 2018, 2017 or 2016.

The declaration and payment of future dividends to holders of our common shares will be at the discretion of our board of directors and will depend on many factors, including our financial condition, cash flows, legal requirements and other factors as our board of directors deems relevant.

In addition, as a Bermuda company, our ability to pay dividends is subject to certain restrictions imposed by Bermuda law.

## ITEM 9. THE OFFER AND LISTING

Our ADSs, each representing one common share, are traded on the New York Stock Exchange under the symbol “FLY.”

ITEM 10. ADDITIONAL INFORMATION

Share Capital

Not applicable.

67

---

Table of Contents

Memorandum and Articles of Association

Pursuant to the instructions to Form 20-F, the information called for by this section of Item 10 is contained in our Registration Statement on Form F-1, as filed with the SEC on September 12, 2007, as subsequently amended, under the heading “Description of Share Capital,” and is hereby incorporated by reference.

Material Contracts

The following is a list of material contracts, other than contracts entered into in the ordinary course of business, to which we or any of our subsidiaries is a party, preceding the date of this Annual Report:

- 1) Deposit Agreement between Deutsche Bank Trust Company Americas and Babcock & Brown Air Limited. See Item 5 “Liquidity and Capital Resources—Financing— Term Loan.”  
  
Servicing Agreement, dated as of October 2, 2007, among Babcock & Brown Aircraft Management LLC, Babcock & Brown Aircraft Management (Europe) Limited, Babcock & Brown Air Funding I Limited and AMBAC Assurance Corporation. See Item 7 “Related Party Transactions — Servicing Agreement.”
- 2) Administrative Services Agreement, dated as of October 2, 2007, among Deutsche Bank Trust Company Americas, AMBAC Assurance Corporation, Babcock & Brown Air Management Co. Limited and Babcock & Brown Air Funding I Limited. See Item 7 “Related Party Transactions — Servicing Agreement.”
- 3) Trust Indenture, dated as of October 2, 2007, among Deutsche Bank Trust Company Americas, BNP Paribas, AMBAC Assurance Corporation and Babcock & Brown Air Funding I Limited. See Item 5 “Liquidity and Capital Resources — Financing — Securitization.”
- 4) Security Trust Agreement, dated as of October 2, 2007, between Deutsche Bank Trust Company Americas, and Babcock & Brown Air Funding I Limited. See Item 5 “Liquidity and Capital Resources—Financing— Securitization Notes.”
- 5) Cash Management Agreement between Deutsche Bank Trust Company Americas and Babcock & Brown Air Funding I Limited. See Item 5 “Liquidity and Capital Resources—Financing— Securitization Notes.”
- 6) Form of Director Service Agreement between Babcock & Brown Air Limited and each director thereof. See Item 6. “Directors, Senior Management and Employees.”
- 7) Amendment No. 1 to Servicing Agreement, dated as of April 29, 2010, among Babcock & Brown Aircraft Management LLC, Babcock & Brown Aircraft Management (Europe) Limited, Babcock & Brown Air Funding I Limited and AMBAC Assurance Corporation. See Item 7 “Related Party Transactions — Servicing Agreement.”
- 8) Fly Leasing Limited Omnibus Incentive Plan.
- 9) Form of Stock Appreciation Right Award Agreement.
- 10) Form of Restricted Stock Unit Award Agreement.
- 11) Form of Loan Agreement among Hobart Aviation Holdings Limited, Norddeutsche Landesbank Girozentrale and each borrower thereof. See Item 5 “Liquidity and Capital Resources – Financing – Nord LB Facility.”
- 12)

- 13) Form of Servicing Agreement among BBAM US LP, BBAM Aviation Services Limited and each company thereof. See Item 7 “Related Party Transactions — Servicing Agreement.”
- 14) Securities Purchase Agreement dated November 30, 2012, by and among Fly Leasing Limited, Summit Aviation Partners LLC and such persons identified therein. See Item 7, “Major Shareholders and Related Party Transactions.”
- Purchase Agreement dated November 30, 2012 by and among BBAM Limited Partnership, Summit Aviation Partners LLC, Fly-BBAM Holdings Ltd., Summit Aviation Management Co., Ltd. and such persons identified therein. See Item 7, “Major Shareholders and Related Party Transactions.”
- 15) First Amendment to Purchase Agreement dated December 28, 2012 by and among Fly Leasing Limited, Summit Aviation Partners LLC and such persons identified therein. See Item 7, “Major Shareholders and Related Party Transactions.”
- 16) First Amendment to Purchase Agreement dated December 28, 2012 by and among Fly Leasing Limited, Summit Aviation Partners LLC and such persons identified therein. See Item 7, “Major Shareholders and Related Party Transactions.”

Table of Contents

- Amended and Restated Fly Leasing Limited Management Agreement dated as of December 28, 2012, between Fly Leasing Limited and Fly Leasing Management Co. Limited. See Item 7 “Related Party Transactions — Management Agreement.”
- 18) Registration Rights Agreement dated as of December 28, 2012, by and among Fly Leasing Limited and each shareholder identified therein. See Item 7, “Major Shareholders and Related Party Transactions.”
- 19) Amended and Restated Servicing Agreement, dated as of January 24, 2013, by and among BBAM US LP, BBAM Aviation Services Limited and Fly Leasing Limited. See Item 7 “Related Party Transactions — Servicing Agreement.”
- Amended and Restated Term Loan Credit Agreement, dated as of November 21, 2013, among Fly Funding II S.à r.l., Fly Leasing Limited, Fly Peridot Holdings Limited, Babcock & Brown Air Acquisition I Limited, each other
- 20) Guarantor Party referred to therein, the Lenders identified therein, Citibank, N.A., and Wells Fargo Bank Northwest, National Association. See Item 5 “Liquidity and Capital Resources – Financing – Term Loan.”
- 21) Indenture dated December 11, 2013, between Fly Leasing Limited and Wells Fargo Bank, National Association. See Item 5 “Liquidity and Capital Resources—Financing—Unsecured Borrowing.”
- 22) First Supplemental Indenture, dated December 11, 2013, between Fly Leasing Limited and Wells Fargo Bank, National Association. See Item 5 “Liquidity and Capital Resources—Financing—Unsecured Borrowing.”
- 23) Second Supplemental Indenture, dated as of October 3, 2014, between Fly Leasing Limited and Wells Fargo Bank, National Association. See Item 5 “Liquidity and Capital Resources—Financing—Unsecured Borrowing.”
- Amendment No. 1 to Trust Indenture, dated as of October 24, 2014, by and among Babcock & Brown Air Funding
- 24) I Limited, Deutsche Bank Trust Company Americas, BNP Paribas and AMBAC Assurance Corporation. See Item 5 “Liquidity and Capital Resources—Financing— Securitization Notes.”
- Amendment No. 2 to Servicing Agreement, dated as of October 24, 2014, by and among BBAM Aircraft
- 25) Management LP, BBAM Aircraft Management (Europe) Limited, Babcock & Brown Air Funding I Limited and AMBAC Assurance Corporation. See Item 7 “Related Party Transactions — Servicing Agreement.”
- Amendment to Credit Agreement, dated as of April 22, 2015, among Fly Funding II S.à r.l., each Borrower Party named therein, the Consenting Lenders and the Replacement Lenders named therein, Wells Fargo Bank
- 26) Northwest, National Association, as Collateral Agent, and Citibank N.A., in its capacity as Administrative Agent. See Item 5 “Liquidity and Capital Resources—Financing—Term Loan.”
- First Amendment to Amended and Restated Fly Leasing Limited Management Agreement, dated June 19, 2015,
- 27) between Fly Leasing Limited and Fly Leasing Management Co. Limited. See Item 7 “Related Party Transactions — Management Agreement.”
- 28) Servicing Agreement dated as of February 26, 2016, among BBAM US LP, BBAM Aviation Services Limited and Fly Acquisition III Limited. See Item 7 “Related Party Transactions — Servicing Agreement.”
- Facility Agreement [Fly 2016A Warehouse] dated as of February 26, 2016 among Fly Acquisition III Limited, the
- 29) Subsidiary Guarantors party thereto, the Lenders party thereto, Commonwealth Bank of Australia, New York Branch, as Administrative Agent and Wells Fargo Bank, National Association, as Security Trustee. See Item 5 “Liquidity and Capital Resources—Financing—Fly Acquisition III.”
- 30)



Note Purchase Agreement [Fly 2016A Warehouse] dated as of February 26, 2016 among Fly Acquisition III Limited, the Purchasers party thereto, Commonwealth Bank of Australia, New York Branch, as Administrative Agent and Wells Fargo Bank, National Association, as Security Trustee. See Item 5 “Liquidity and Capital Resources—Financing—Fly Acquisition III.”

31) Credit Agreement [Fly 2016A Warehouse] dated as of February 26, 2016 among Fly Acquisition III Limited, the Banks party thereto, Commonwealth Bank of Australia, New York Branch, as Administrative Agent and Wells Fargo Bank, National Association, as Security Trustee. See Item 5 “Liquidity and Capital Resources—Financing—Fly Acquisition III.”

32) Guaranty [Fly 2016A Warehouse] dated February 26, 2016 by Fly Leasing Limited. See Item 5 “Liquidity and Capital Resources—Financing—Fly Acquisition III.”

Table of Contents

Security Agreement [Fly 2016A Warehouse] dated February 26, 2016 among Fly Acquisition III Limited, the  
33) Grantors party thereto, and Well Fargo Bank, National Association as Security Trustee. See Item 5 “Liquidity and Capital Resources—Financing—Fly Acquisition III.

Aircraft Mortgage and Security Agreement dated as of August 9, 2012, among Fly Funding II S.a.r.l., Fly Leasing  
34) Limited, Fly Peridot Holdings Limited, Babcock & Brown Air Acquisition I Limited, The Initial Intermediate Lessees, The Initial Lessor Subsidiaries, The Additional Grantors Referred to Therein and Wells Fargo Bank Northwest, National Association. See Item 5 “Liquidity and Capital Resources—Financing—Term Loan.”

Second Amendment to Credit Agreement, dated as of October 19, 2016, among Fly Funding II S.à r.l., each  
35) Borrower Party named therein, the Consenting Lenders and the Replacement Lenders named therein, Wells Fargo Bank Northwest, National Association, as Collateral Agent, and Citibank N.A., in its capacity as Administrative Agent. See Item 5 “Liquidity and Capital Resources—Financing—Term Loan.”

Second Amendment to Amended and Restated Fly Leasing Limited Management Agreement, dated July 27, 2016,  
36) between Fly Leasing Limited and Fly Leasing Management Co. Limited. See Item 7 “Related Party Transactions — Management Agreement.”

Amendment No. 3 to Servicing Agreement, dated as of February 1, 2017, by and among BBAM Aircraft  
37) Management LP, BBAM Aircraft Management (Europe) Limited, Babcock & Brown Air Funding I Limited and AMBAC Assurance Corporation. See Item 7 “Related Party Transactions — Servicing Agreement.”

Third Amendment to Amended and Restated Fly Leasing Limited Management Agreement, dated as of February  
38) 1, 2017, between Fly Leasing Limited and Fly Leasing Management Co. Limited. See Item 7 “Related Party Transactions — Management Agreement.”

Fee Rebate Side Letter, dated as of February 1, 2017, by and among Babcock & Brown Air Funding I Limited, Fly  
39) Leasing Management Co. Limited, and AMBAC Assurance Corporation. See Item 7 “Related Party Transactions — Management Agreement.”

Third Supplemental Indenture dated as of October 16, 2017, between Fly Leasing Limited and Wells Fargo Bank,  
40) National Association. See Item 5 “Liquidity and Capital Resources—Financing—Unsecured Borrowing.”

Servicing Agreement dated as of December 8, 2017, among BBAM US LP, BBAM Aviation Services Limited and  
41) Magellan Acquisition Limited. See Item 7 “Related Party Transactions — Management Agreement.”

Third Amendment to Credit Agreement, dated as of April 28, 2017, among Fly Funding II S.à r.l., each Borrower  
42) Party named therein, the Consenting Lenders and the Replacement Lenders named therein, Wells Fargo Bank Northwest, National Association, as Collateral Agent, and Citibank N.A., in its capacity as Administrative Agent. See Item 5 “Liquidity and Capital Resources—Financing—Term Loan.”

Fourth Amendment to Credit Agreement, dated as of November 1, 2017, among Fly Funding II S.à r.l., each  
43) Borrower Party named therein, the Consenting Lenders and the Replacement Lenders named therein, Wells Fargo Bank Northwest, National Association, as Collateral Agent, and Citibank N.A., in its capacity as Administrative Agent. See Item 5 “Liquidity and Capital Resources—Financing—Term Loan.”

Facility Agreement [FLY 2017A Term Loan], dated as of December 8, 2017 among Magellan Acquisition  
44) Limited, the Subsidiary Guarantors party thereto, the Lenders party thereto, The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Administrative Agent and Wells Fargo Bank, National Association, as Security Trustee. See Item 5 “Liquidity and Capital Resources—Financing—Magellan Acquisition Limited.”

45) Note Purchase Agreement [FLY 2017A Term Loan], dated as of December 8, 2017 among Magellan Acquisition Limited, the Purchasers party thereto, The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Administrative Agent and Wells Fargo Bank, National Association, as Security Trustee. See Item 5 “Liquidity and Capital Resources—Financing—Magellan Acquisition Limited.”

46) Credit Agreement [FLY 2017A Term Loan], dated as of December 8, 2017 among Magellan Acquisition Limited, the Banks party thereto, The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Administrative Agent and Wells Fargo Bank, National Association, as Security Trustee. See Item 5 “Liquidity and Capital Resources—Financing—Magellan Acquisition Limited.”

70

---

Table of Contents

- Security Agreement [FLY 2017A Term Loan], dated as of December 8, 2017 among Magellan Acquisition  
47) Limited, the Grantors party thereto, and Wells Fargo Bank, National Association, as Security Trustee. See Item 5  
“Liquidity and Capital Resources—Financing—Magellan Acquisition Limited.”
- 48) Guaranty [Fly 2017A Term Loan] dated December 8, 2017 by Fly Leasing Limited. See Item 5 “Liquidity and  
Capital Resources—Financing—Fly Acquisition III.”
- Share Purchase Agreement, dated February 28, 2018, between Asia Aviation Capital Limited, Fly Aladdin  
49) Holdings Limited, Fly Leasing Limited and AirAsia Berhad. See Item 5, “Operating and Financial Review and  
Prospects—AirAsia Transactions.”
- Aircraft Sale and Purchase Agreement, dated February 28, 2018, between Asia Aviation Capital Limited, Fly  
50) Aladdin Holdings Limited and AirAsia Berhad. See Item 5, “Operating and Financial Review and Prospects—AirAsia  
Transactions.”
- Aircraft Sale and Purchase Option Agreement, dated April 26, 2018, but having effect between the parties as of  
51) February 28, 2018, between Asia Aviation Capital Limited, Fly Aladdin Holdings Limited and AirAsia Berhad.  
See Item 5, “Operating and Financial Review and Prospects—AirAsia Transactions.”
- Amended and Restated Commitment Letter, dated May 1, 2018, between BNP Paribas, Citibank, N.A.,  
52) Commonwealth Bank of Australia, Singapore Branch, Deutsche Bank AG, Singapore Branch and Fly Leasing  
Limited. See Item 5, “Operating and Financial Review and Prospects—AirAsia Transactions.”
- 53) Equity Commitment Letter, dated February 28, 2018, between Meridian Aviation Partners Limited and Fly  
Leasing Limited. See Item 7, “Major Shareholders and Related Party Transactions.”
- 54) Equity Commitment Letter, dated February 28, 2018, between Summit Aviation Holdings LLC and Fly  
Leasing Limited. See Item 7, “Major Shareholders and Related Party Transactions.”
- Amended and Restated Purchase Commitment Letter (Portfolio C Aircraft and Portfolio D Aircraft), dated May 3,  
55) 2018, but having effect between the parties as of February 28, 2018, between Fly Leasing Limited and Nomura  
Babcock & Brown Co., Ltd. See Item 5, “Operating and Financial Review and Prospects—AirAsia Transactions.”
- Amended and Restated Delivery Side Letter (Portfolio C and Portfolio D), dated May 3, 2018, but having effect  
56) between the parties as of February 28, 2018, between Fly Leasing Limited and Incline B Aviation Limited  
Partnership. See Item 5, “Operating and Financial Review and Prospects—AirAsia Transactions.”
- 57) Securities Purchase Agreement, dated July 11, 2018, between Fly Leasing Limited and Meridian Aviation Partners  
Limited. See Item 7, “Major Shareholders and Related Party Transactions.”
- 58) Securities Purchase Agreement, dated July 11, 2018, between Fly Leasing Limited and Summit Aviation Holdings  
LLC. See Item 7, “Major Shareholders and Related Party Transactions.”
- 59) Registration Rights Agreement, dated July 18, 2018, among Fly Leasing Limited and shareholders named therein.  
See Item 7, “Major Shareholders and Related Party Transactions.”
- 60) Subscription Agreement, dated July 18, 2018, among Fly Leasing Limited, AirAsia Group Berhad and AirAsia  
Berhad. See Item 7, “Major Shareholders and Related Party Transactions.”
- 61)

Edgar Filing: Fly Leasing Ltd - Form 20-F

Registration Rights Agreement, dated July 18, 2018, between Fly Leasing Limited and AirAsia Group Berhad. See Item 7, “Major Shareholders and Related Party Transactions.”

Fly SPA Amendment Agreement (No. 1) dated July 11, 2018, among Fly Aladdin Holdings Limited, Fly Leasing Limited, Asia Aviation Capital Limited and AirAsia Group Berhad. See Item 5, “Operating and Financial Review and Prospects—AirAsia Transactions.”

Fly SPA Amendment Agreement (No. 2) dated July 18, 2018, among Fly Aladdin Holdings Limited, Fly Leasing Limited, Asia Aviation Capital Limited and AirAsia Group Berhad. See Item 5, “Operating and Financial Review and Prospects—AirAsia Transactions.”

Table of Contents

64) Servicing Agreement dated June 15, 2018, among BBAM Aviation Services Limited, BBAM US LP, Fly Aladdin Funding Limited, Fly Aladdin MaltaCo Limited and each Borrower Group Company that becomes a party thereto. See Item 7 “Related Party Transactions —Servicing Agreement.”

65) Senior Secured Credit Agreement dated June 15, 2018, among Fly Aladdin Funding Limited, as Borrower, Fly Aladdin MaltaCo Limited, as Fly Malta, the lenders party thereto, Wilmington Trust (London) Limited, as Security Trustee and BNP Paribas, as Administrative Agent. See Item 5 “Liquidity and Capital Resources – Financing – Fly Aladdin Acquisition Facility.” See Item 5 “Liquidity and Capital Resources—Financing—Fly Aladdin Engine Funding Facility.”

66) Borrower Parent Security Agreement dated June 15, 2018, between Fly Aladdin Holdings Limited, as Grantor and Wilmington Trust (London) Limited, as Security Trustee. See Item 5 “Liquidity and Capital Resources – Financing – Fly Aladdin Acquisition Facility.”

67) Co-Borrower Security Agreement dated June 15, 2018, between Fly Aladdin Funding Limited, as Borrower, Fly Aladdin MaltaCo Limited, as Fly Malta and Wilmington Trust (London) Limited, as Security Trustee. See Item 5 “Liquidity and Capital Resources—Financing—Fly Aladdin Acquisition Facility.”

68) Deed of Limited Guaranty dated June 15, 2018, by Fly Leasing Limited. See Item 5 “Liquidity and Capital Resources—Financing—Fly Aladdin Engine Funding Facility.”

69) Amendment to Senior Secured Credit Agreement dated July 19, 2018, among Fly Aladdin Funding Limited, as Borrower, Fly Aladdin MaltaCo Limited, as Fly Malta, the lenders, Wilmington Trust (London) Limited, as Security Trustee and BNP Paribas, as Administrative Agent. See Item 5 “Liquidity and Capital Resources – Financing – Fly Aladdin Acquisition Facility.” See Item 5 “Liquidity and Capital Resources—Financing—Fly Aladdin Acquisition Facility.”

70) Omnibus Agreement No. 1 [Fly 2016A Warehouse] dated as of December 15, 2017 among Fly Acquisition III Limited, the Lenders party thereto, Commonwealth Bank of Australia, New York Branch, as Administrative Agent and Wells Fargo Bank, National Association, as Security Trustee. See Item 5 “Liquidity and Capital Resources—Financing—Fly Acquisition III Facility.”

71) Amendment No. 2 [Fly 2016A Warehouse] dated as of September 6, 2018 among Fly Acquisition III Limited, the Lenders party thereto, Commonwealth Bank of Australia, New York Branch, as Administrative Agent and Wells Fargo Bank, National Association, as Security Trustee. See Item 5 “Liquidity and Capital Resources—Financing—Fly Acquisition III Facility.”

72) Purchase Agreement dated November 30, 2018 among the sellers identified therein, Horizon Aircraft Finance I Limited, Horizon Aircraft Finance I LLC and the other purchasers identified therein. See Item 5, “Operating and Financial Review and Prospects.”

73) Form of Loan Amendment Letter Agreement among Hobart Aviation Holdings Limited, Norddeutsche Landesbank Girozentrale and each borrower thereof. See Item 5, “Liquidity and Capital Resources—Financing—Nord LB Facility.”

Documents on Display

Documents concerning us that are referred to herein may be inspected at our principal executive headquarters at West Pier Business Campus, Dun Laoghaire, County Dublin, A96 N6T7, Ireland. Electronic copies of these documents, including the related exhibits and schedules, and any documents we file with the SEC without charge at the SEC’s

website, <http://www.sec.gov>.

Our internet address is [www.flyleasing.com](http://www.flyleasing.com). Investors and others should note that we announce material information to investors through the investor relations page on our website, SEC filings, press releases, public conference calls and webcasts. We expect to update investor presentations and similar materials on a regular basis and will continue to post these materials to our investor relations website. We encourage investors, the media and others to review the information we post from time to time on our website. The information contained on or connected to our website is not incorporated by reference into this Annual Report on Form 20-F and should not be considered part of this or any other report filed with the SEC.

#### Exchange Controls

We are not aware of any governmental laws, decrees or regulations, including foreign exchange controls, in Bermuda that restrict the export or import of capital, including the availability of cash and cash equivalents for our use, or that affect the remittance of dividends, interest or other payments to non-resident holders of our securities.

We are not aware of any limitation of non-resident or foreign owners to hold or vote our securities imposed by the laws of Bermuda of our memorandum of association or bye-laws.

Table of Contents

Taxation

Irish Tax Considerations

The following discussion reflects the material Irish tax consequences applicable to both Irish and Non-Irish Holders (as defined below) of the acquisition, ownership and disposition of our shares. This discussion is based on Irish tax law, statutes, treaties, regulations, tax briefings, rulings and decisions all as of the date of this Annual Report.

Taxation laws are subject to change, from time to time, and no representation is or can be made as to whether such laws will change, to what impact, if any, such changes will have on the summary contained in this Annual Report. Proposed amendments may not be enacted as proposed, and legislative or judicial changes, as well as changes in administrative practice, may modify or change statements expressed herein.

This summary is of a general nature only. It does not constitute legal or tax advice nor does it discuss all aspects of Irish taxation that may be relevant to any particular holder of our shares. The Irish tax treatment of a holder of our shares may vary depending upon such holder's particular situation, and holders or prospective purchasers of our shares are advised to consult their own tax advisors as to the Irish or other tax consequences of the purchase, ownership and disposition of our shares.

For the purposes of this summary of Irish tax considerations:

An "Irish Holder" is a holder of our shares that (1) beneficially owns our shares by virtue of holding the related ADSs evidenced by the relevant American Depositary Receipt or ADR; (2) in the case of individual holders, is resident or ordinarily resident in Ireland under Irish taxation laws; and (3) in the case of a holder that is a company, is resident in Ireland under Irish taxation laws and is not also a resident of any other country under any double taxation agreement entered into by Ireland.

A "Non-Irish Holder" is a holder of our shares that is not an Irish Holder and has never been an Irish Holder.

A "US Holder" is a holder of our shares that (1) beneficially owns our shares by virtue of holding the related ADSs evidenced by the relevant ADR; (2) is a resident of the United States for the purposes of the Ireland/United States Double Taxation Convention; (3) in the case of an individual holder, is not also resident or ordinarily resident in Ireland for Irish tax purposes; (4) in the case of a corporate holder, is not resident in Ireland for Irish tax purposes and is not ultimately controlled by persons resident in Ireland; and (5) is not engaged in any trade or business and does not perform independent personal services through a permanent establishment or fixed base in Ireland.

"Relevant Territory" is defined as a country with which Ireland has a double tax treaty (which includes the United States), a country with which Ireland has signed a double taxation treaty which will come into force once all ratification procedures have been completed, or a member state of the European Union other than Ireland.

Irish Dividend Withholding Tax

Dividends that we pay on our shares (including deemed distributions) are generally subject to a 20% dividend withholding tax, or DWT. DWT may not apply where an exemption is permitted by Irish tax legislation or a double taxation treaty and where all necessary documentation has been submitted to the ADS depository prior to the payment of the dividend.

Irish Holders. Individual Irish Holders are generally subject to DWT on any dividend payments that we make. Irish tax resident individual shareholders should be entitled to a tax credit for the amount of DWT suffered on the dividend against their Irish income tax charge on the dividend income. Irish tax resident or ordinary resident individual shareholders that are entitled to receive dividends without DWT (for example certain incapacitated individuals) must



submit the necessary documentation to the ADS depository prior to the payment of the dividend.

Corporate Irish Holders will generally be entitled to claim an exemption from DWT by delivering a declaration to us in the form prescribed by the Irish Revenue Commissioners.

Non-Irish Holders. Shareholders who are individuals resident in a Relevant Territory and who are not resident or ordinarily resident in Ireland may receive dividends free from DWT where the shareholder has provided the ADS depository with the relevant declaration and residency certificate required by Irish legislation.

Table of Contents

Corporate shareholders that are not resident in Ireland and

who are ultimately controlled, whether directly or indirectly, by persons resident in a Relevant Territory and who are not ultimately controlled, whether directly or indirectly, by persons not resident in a Relevant Territory; or

who are resident in a Relevant Territory and not controlled directly or indirectly by Irish residents; or

whose principal class of shares or the principal class of shares of whose 75% or greater parents are substantially and regularly traded on a recognized stock exchange in a Relevant Territory; or which are wholly owned by two or more companies, each of whose principal class of shares are substantially and regularly traded on a recognized stock exchange in a Relevant Territory or on such other stock exchange as may be approved by the Minister for Finance.

may receive dividends free from DWT where they provide the ADS depository with the relevant documentation required by Irish law before the record date for the dividend.

Income Tax

**Irish Holders.** Individual Irish Holders are subject to income tax on the gross amount of any dividend (i.e., the amount of the dividend received plus any DWT withheld), at their marginal rate of tax (currently either 20% or 40% depending on the individual's circumstances). Individual Irish Holders will be able to claim a credit against their resulting income tax liability in respect of any DWT. Individual Irish Holders may, depending on their circumstances, be subject to Pay Related Social Insurance (PRSI) and to the Universal Social Charge with effect from 1 January 2011.

For the year ended 2018, the Universal Social Charge will apply to all income where an individual has income in excess of €13,000. The Universal Social Charge applies at four different rates for 2018 as follows:

·0.5% on the first €12,012;

·2% on the next €7,360;

·4.75% on the next €50,672 and

·8% on the aggregate income in excess of €70,044.

There is also a Universal Social Charge surcharge of 3% on individuals in receipt of non-PAYE income that exceeds €100,000 in a year.

Currently, individual Irish Holders may also, depending on their circumstances, be subject to Pay Related Social Insurance (PRSI) contributions of up to 4% in respect of dividend income.

Corporate Irish Holders generally will not be subject to Irish corporation tax in respect of dividends received from Fly.

**Non-Irish Holders.** Non-Irish Holders will not have an Irish income tax liability on dividends from us if the shareholder is neither resident nor ordinarily resident in Ireland and is:

an individual resident in a Relevant Territory and who are not resident or ordinarily resident in Ireland; or

a corporation that is resident in a Relevant Territory and not controlled directly or indirectly by Irish residents; or

a corporation that is ultimately controlled, whether directly or indirectly, by persons resident in a Relevant Territory and who are not ultimately controlled, whether directly or indirectly, by persons not resident in a Relevant Territory; or

a corporation whose principal class of shares (or whose 75% or greater parent's principal class of shares) are substantially and regularly traded on a recognized stock exchange in a Relevant Territory or on such other stock exchange as may be approved by the Minister for Finance; or

a corporation that is wholly owned by two or more corporations each of whose principal class of shares are substantially and regularly traded on a recognized stock exchange in a Relevant Territory or on such other stock exchange as may be approved by the Minister for Finance; or

otherwise entitled to an exemption from DWT.

## Table of Contents

If a Non-Irish Holder is not so exempted, such a shareholder will be liable for Irish income tax (currently 20%) on dividends received from us, but may be entitled to a credit for DWT withheld.

### Taxation of Capital Gains

**Irish Holders.** Irish Holders that acquire shares will generally be considered, for Irish tax purposes, to have acquired their shares at a base cost equal to the amount paid for shares. On subsequent dispositions, shares acquired at an earlier time will generally be deemed, for Irish tax purposes, to be disposed of on a “first in first out” basis before shares acquired at a later time. Irish Holders that dispose of their shares will generally be subject to Irish capital gains tax (CGT) to the extent that the proceeds realized from such disposition exceed the base cost of the common shares or ADSs disposed of and any incidental expenses. Disposals are subject to CGT at 33%. Unutilized capital losses from other sources generally can be used to reduce gains realized on the disposal of our shares.

An annual exemption allows individuals to realize chargeable gains of up to €1,270 in each tax year without giving rise to CGT. This exemption is specific to the individual (it is not available to corporate holders) and cannot be transferred between spouses. Irish Holders are required, under Ireland’s self-assessment system, to file a tax return reporting any chargeable gains arising to them in a particular tax year. When disposal proceeds are received in a currency other than euro they must be translated into euro amounts to calculate the amount of any chargeable gain or loss. Similarly, acquisition costs denominated in a currency other than the euro must be translated at the date of acquisition to euro amounts. Irish Holders that realize a loss on the disposition of our shares generally will be entitled to offset such allowable losses against capital gains realized from other sources in determining their CGT liability in a year. Allowable losses which remain unrelieved in a year generally may be carried forward indefinitely for CGT purposes and applied against capital gains in future years. Transfers between spouses will not give rise to any chargeable gain or loss for CGT purposes.

**Non-Irish Holders.** A person who is not resident or ordinarily resident in Ireland is not subject to Irish capital gains tax on the disposal of our shares unless at or before the time when the chargeable gain arose, such shares are used, held or acquired for the purposes of a trade carried on by such a shareholder through a branch or agency in Ireland.

### Irish Capital Acquisitions Tax

A gift or inheritance of our shares will be within the charge to capital acquisitions tax (CAT) where the donor/deceased or the beneficiary is resident or ordinarily resident in Ireland at the date of the gift/inheritance or to the extent that the property of which the gift or inheritance consists is situated in Ireland at the relevant date.

Special rules with regard to residence apply where an individual is not domiciled in Ireland. CAT is charged at a flat rate of 33% for gifts or inheritances and there are various thresholds before the tax becomes applicable. Gifts and inheritances between spouses are not subject to capital acquisitions tax.

The Estate Tax Convention between Ireland and the United States generally provides for Irish CAT paid on inheritances in Ireland to be credited, in whole or in part, against tax payable in the United States, in the case where an inheritance of shares is subject to both Irish CAT and US federal estate tax. The Estate Tax Convention does not apply to Irish CAT paid on gifts.

### Irish Stamp Duty

No Irish stamp or capital duty shall apply to the issuance of the common shares. Transfers of the common shares would not ordinarily be subject to Irish stamp duty, unless the transfer was related to Irish property or any matter or thing done or to be done in Ireland. In such cases a 1% stamp duty charge will arise for the transferee based on the transfer consideration for (or, if higher, the market value of) the shares.

Transfers of ADSs are exempt from Irish stamp duty when the ADSs are dealt in on the New York Stock Exchange, NASDAQ National Market or any recognized stock exchange in the United States or Canada and the transfer does not relate to Irish property or any matter or thing done or to be done in Ireland.

#### Irish Corporation Tax

In general, Irish tax resident companies pay corporation tax at the rate of 12.5% on trading income and 25% on non-trading income. Fly and its Irish tax resident subsidiaries intend to conduct business so that they carry on a trading business for Irish tax purposes. Non-trading income, including certain categories of interest income, will be subject to corporation tax at the rate of 25%.

Table of Contents

U.S. Federal Income Tax Considerations

The following is a general discussion of the U.S. federal income taxation of us and of certain U.S. federal income tax consequences of acquiring, holding or disposing of the shares by U.S. Holders (as defined below) and information reporting and backup withholding rules applicable to both U.S. and Non-U.S. Holders (as defined below). It is based upon the U.S. Internal Revenue Code of 1986, as amended (the “Code”), issued and proposed income tax regulations (“Treasury Regulations”) promulgated thereunder, legislative history, and judicial and administrative interpretations thereof, all as in effect on the date hereof and all of which are subject to change or differing interpretations (possibly with retroactive effect). In addition, the application and interpretation of certain aspects of the passive foreign investment company (“PFIC”) rules, referred to below, require the issuance of regulations which in many instances have not been promulgated and which may have retroactive effect. There can be no assurance that any of these regulations will be enacted or promulgated, and if so, the form they will take or the effect that they may have on this discussion. This discussion is not binding on the U.S. Internal Revenue Service (“IRS”) or the courts. This summary does not address any aspect of U.S. federal non-income tax laws, such as U.S. federal estate and gift tax laws, and does not purport to address all of the U.S. federal income tax consequences applicable to us or to all categories of investors, some of whom may be subject to special rules including, without limitation, dealers in securities, commodities, or non-U.S. currencies, financial institutions or “financial services entities,” insurance companies, holders of shares held as part of a “straddle,” “hedge,” “constructive sale,” “conversion transaction,” or other integrated transaction for U.S. federal income tax purposes, U.S. persons whose “functional currency” is not the U.S. dollar, persons who have elected “mark-to-market” accounting, persons who have not acquired their shares upon their original issuance, or in exchange for consideration other than cash, persons who hold their shares through a partnership or other entity which is a pass-through entity for U.S. federal income tax purposes, persons for whom a share is not a capital asset, and persons holding, directly indirectly or constructively, 10% or more of our shares by voting power or value. The tax consequences of an investment in our shares will depend not only on the nature of our operations and the then-applicable U.S. federal tax principles, but also on certain factual determinations that cannot be made at this time, and upon a particular investor’s individual circumstances. No rulings have been or will be sought from the IRS regarding any matter discussed herein.

For purposes of this discussion, a “U.S. Holder” is (1) a citizen or resident of the United States; (2) a corporation, or other entity treated as a corporation for U.S. federal income tax purposes, created or organized under the laws of the United States or any political subdivision thereof; (3) an estate the income of which is subject to U.S. federal income taxation regardless of its source; or (4) a trust which (a) is subject to the primary supervision of a court within the United States and one or more U.S. persons have the authority to control all substantial decisions of the trust or (b) has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person. A “Non-U.S. Holder” is a beneficial owner of our shares that is not a U.S. Holder and who, in addition, is not (1) a partnership or other fiscally transparent entity; (2) an individual present in the United States for 183 days or more in a taxable year who meets certain other conditions; or (3) subject to rules applicable to certain expatriates or former long-term residents of the United States. This summary does not purport to be a comprehensive description of all of the U.S. federal income tax considerations that may be relevant to a decision to purchase the shares. This summary does not describe any tax consequences arising under the laws of any state, locality or taxing jurisdiction other than the United States. Investors should consult their own tax advisors regarding the application of the U.S. federal tax rules, including the impact of the tax reform legislation enacted on December 22, 2017 known as the Tax Cuts and Jobs Act (the “TCJA”), to their particular circumstances as well as the state, local, non-U.S. and other tax consequences to them of the acquisition, ownership and disposition of our shares. For U.S. tax purposes holders of our ADSs are treated as if they hold the underlying common shares represented by the ADSs.

Taxation of U.S. Holders of Shares

We expect that we will be treated as a PFIC for U.S. federal income tax purposes for the current taxable year and for the foreseeable future and that U.S. Holders of shares will be subject to the PFIC rules, as summarized below.

However, no assurance can be given that we (or any of our subsidiaries or any investment) will or will not be considered a PFIC in the current or future years. The determination of whether or not we are a PFIC is a factual determination that is made annually (after the close of each taxable year) based on the types of income we earn and the value of our assets, and because certain aspects of the PFIC rules are not entirely certain, there can be no assurance that we are or are not a PFIC or that the IRS will agree with our conclusion regarding our PFIC status. If we (or any of our subsidiaries) are currently or were to become a PFIC, U.S. Holders of shares would be subject to special rules and a variety of potentially adverse tax consequences under the Code.

**Tax Consequences of PFIC Status.** The Code provides special rules regarding certain distributions received by U.S. persons with respect to, and sales, exchanges and other dispositions, including pledges, of shares of stock in a PFIC. We will be treated as a PFIC if (i) 75% or more of our gross income is passive income or (ii) at least 50% of our assets are held for the production of, or produce, passive income in a taxable year, based on a quarterly average and generally by value, including our pro rata share of the gross income or assets of any company, U.S. or non-U.S., in which we are considered to own directly or indirectly 25% or more of the shares by value. Passive income for this purpose generally includes, among other things, dividends, interest, rents, royalties, gains from commodities and securities transactions, and gains from assets that produce passive income. Assuming we are a PFIC, our dividends will not qualify for the reduced rate of U.S. federal income tax that applies to qualified dividends paid to non-corporate U.S. Holders. Thus, dividends (as determined for U.S. federal income tax purposes) will be taxed at the rate applicable to ordinary income of the U.S. Holder.

76

---

## Table of Contents

Assuming we are a PFIC, U.S. Holders of our shares will be subject to different taxation rules with respect to an investment in our shares depending on whether they elect to treat us as a qualified electing fund, or a QEF, with respect to their investment in our shares. If a U.S. Holder makes a QEF election in the first taxable year in which the U.S. Holder owns our shares (assuming we continue to provide shareholders with the annual information necessary to do so), then such U.S. Holder will be required for each taxable year to include in income a pro rata share of our ordinary earnings as ordinary income and a pro rata share of our net capital gain as long-term capital gain, subject to a separate voluntary election to defer payment of taxes, which deferral is subject to an interest charge. If a QEF election is made, U.S. Holders will not be taxed again on our distributions, which will be treated as return of capital for U.S. federal income tax purposes. Instead, distributions will reduce the U.S. Holder's basis in our shares and, to the extent in excess of such basis, will be treated as gain from the sale or exchange of a capital asset.

U.S. Holders may, instead of making a QEF election, make a "mark-to-market" election, recognizing as ordinary income or loss each year an amount equal to the difference, as of the close of the taxable year, between the fair market value of the shares and the U.S. Holder's adjusted tax basis in the shares. Losses would be allowed only to the extent of net mark-to-market gain previously included by the U.S. Holder under the election for prior taxable years. If the mark-to-market election were made, then the rules set forth below would not apply for periods covered by the election. The U.S. Holder's basis in the shares will be adjusted to reflect the amounts included or deducted pursuant to the election. A mark-to-market election is only available if our shares meet trading volume requirements on qualifying exchange.

Because we are a PFIC, if a U.S. Holder does not make a QEF election or mark-to-market election, then the following special rules will apply:

Excess distributions by us to a U.S. Holder would be taxed in a special way. "Excess distributions" are amounts received by a U.S. Holder with respect to our shares in any taxable year that exceed 125% of the average distributions received by such U.S. Holder from us in the shorter of either the three previous years or such U.S. Holder's holding period for shares before the present taxable year. Excess distributions must be allocated ratably to each day that a U.S. Holder has held our shares. A U.S. Holder must include amounts allocated to the current taxable year in its gross income as ordinary income for that year. A U.S. Holder must pay tax on amounts allocated to each prior taxable year in which we were a PFIC at the highest rate in effect for that year on ordinary income and the tax is subject to an interest charge at the rate applicable to deficiencies for income tax. The preferential U.S. federal income tax rates for dividends and long-term capital gain of individual U.S. Holders (as well as certain trusts and estates) would not apply, and special rates would apply for calculating the amount of the foreign tax credit with respect to excess distributions.

The entire amount of gain realized by a U.S. Holder upon the sale or other disposition of shares will also be treated as an excess distribution and will be subject to tax as described above.

The tax basis in shares that were acquired from a decedent who was a U.S. Holder would not receive a step-up to fair market value as of the date of the decedent's death but would instead be equal to the decedent's basis, if lower than fair market value.

If a corporation is a PFIC for any taxable year during which a U.S. Holder holds shares in the corporation, then the corporation generally will continue to be treated as a PFIC with respect to such shares, even if the corporation no longer satisfies either the passive income or passive assets test described above, unless the U.S. Holder terminates this deemed PFIC status by electing to recognize gain, which will be taxed under the excess distribution rules as if such shares had been sold on the last day of the last taxable year for which the corporation was a PFIC.

The QEF election is made on a shareholder-by-shareholder basis and can be revoked only with the consent of the IRS. A shareholder makes a QEF election by attaching a completed IRS Form 8621 to a timely filed U.S. federal income tax return or, if not required to file an income tax return, by filing such form with the IRS. Even if a QEF election is



not made, a shareholder in a PFIC who is a U.S. Holder must file a completed IRS Form 8621 every year. We have provided and intend to continue to provide U.S. Holders with all necessary information to enable them to make QEF elections as described above.

It is also possible that one or more of our subsidiaries is or will become a PFIC. Such determination is made annually at the end of each taxable year and is dependent upon a number of factors, some of which are beyond our control, including the amount and nature of a subsidiary's income, as well as the market valuation and nature of a subsidiary's assets. In such case, assuming a U.S. Holder does not receive from such subsidiary the information that the U.S. Holder needs to make a QEF election with respect to such a subsidiary, a U.S. Holder generally will be deemed to own a portion of the shares of such lower-tier PFIC and may incur liability for a deferred tax and interest charge if we receive a distribution from, or dispose of all or part of our interest in, or the U.S. Holder otherwise is deemed to have disposed of an interest in, the lower-tier PFIC (including through a sale of our shares). There is no assurance that we will have timely knowledge of the status of any such lower-tier PFIC, or that the lower-tier PFIC will provide the required information for a U.S. Holder to make or maintain a QEF election with respect to such lower-tier PFIC. In addition, a mark-to-market election generally would not be available with respect to such a lower-tier PFIC. U.S. Holders are advised to consult with their tax advisors regarding the tax issues raised by lower-tier PFICs.

## Table of Contents

In 2018 we made an investment in Horizon I Limited, an entity that we expect to be treated as a PFIC for U.S. federal income tax purposes. As such, U.S. Holders may need to make a QEF election with respect to this lower-tier PFIC with their 2018 tax returns. However, there is no assurance that we will cause the lower-tier PFIC to provide the required information for a U.S. Holder to make the timely QEF election for the 2018 tax year. Further, with respect to this investment in the lower-tier PFIC, there is no assurance that we will have timely knowledge of the status of this lower-tier PFIC on an annual basis, or that we will cause the lower-tier PFIC to provide the required information for a U.S. Holder to maintain the QEF election. U.S. Holders are advised to consult with their tax advisors regarding the tax issues raised by this investment.

You should consult your tax advisor about the PFIC rules, including the advisability of making a QEF election or mark-to-market election.

In addition, a U.S. Holder that is an individual (and, under proposed regulations, an entity that meets certain requirements), may be subject to certain reporting obligations with respect to shares and if the aggregate value of these and certain other “specified foreign financial assets” exceeds \$50,000. If required, this disclosure is made by filing Form 8938 with the IRS. Significant penalties can apply and the period of limitations on assessment and collection of United States federal income taxes may be extended if holders are required to make this disclosure and fail to do so. In addition, a U.S. Holder should consider the possible obligation to file annually FinCEN Report 114 (Report of Foreign Bank and Financial Accounts) as a result of holding shares. Holders are thus encouraged to consult their U.S. tax advisors with respect to these and other reporting requirements that may apply to their acquisition of shares.

**Taxation of the Disposition of Shares.** Subject to the next paragraph, a U.S. Holder that has made a QEF election for the first year of its holding period will recognize capital gain or loss in an amount equal to the difference between such U.S. Holder’s basis in the shares, which is usually the cost of such shares (as adjusted to take into account any QEF inclusion, which increases the basis of such shares, and any distribution, which decreases the basis of such shares) and the amount realized on a sale or other taxable disposition of the shares. If, as anticipated, the shares are publicly traded, a disposition of shares will be considered to occur on the “trade date,” regardless of the U.S. Holder’s method of accounting. If a QEF election has been made, then subject to the next paragraph, capital gain from the sale, exchange or other taxable disposition of shares held more than one year is long-term capital gain and generally is eligible for preferential tax rates (currently at a maximum 20% rate) for non-corporate U.S. Holders.

In the event any of our subsidiaries is treated as a PFIC and a QEF election is not made for such subsidiary, a U.S. Holder may incur liability for a deferred tax (imposed at ordinary rates) and an interest charge in respect of such subsidiary upon a disposition by such U.S. Holder of some or all of our shares, in the same manner as if we had sold or disposed of some or all of the shares of such subsidiary. U.S. Holders should consult with their tax advisors regarding the consequences to them of a sale or other disposition of our shares in a case where we have a subsidiary with respect to which a QEF election is not made.

As noted above, on December 22, 2017 the U.S. government enacted a comprehensive tax reform legislation commonly referred to as the TCJA. The TCJA amended the Internal Revenue Code to reduce tax rates and modify credits, and deductions for individuals and businesses. We have considered the provisions of the TCJA and believe that they do not alter the U.S. tax treatment as identified above.

## Medicare Tax

Certain U.S. Holders who are individuals, estates or trusts are required to pay a 3.8% Medicare surtax on all or part of that U.S. Holder’s “net investment income”, which includes, among other items, dividends on, and capital gains from the sale or other taxable disposition of, the shares, subject to certain limitations and exceptions. Prospective investors should consult their own tax advisors regarding the effect, if any, of this legislation on their ownership and disposition of the shares.

Information Reporting and Backup Withholding for U.S. Holders

Dividend payments made within the United States with respect to the shares, and proceeds from the sale, exchange or redemption of shares, may be subject to information reporting to the IRS and possible U.S. backup withholding. Backup withholding will not apply, however, to a U.S. Holder who furnishes a correct taxpayer identification number and makes any other required certification or who is otherwise exempt from backup withholding. Generally, a U.S. Holder will provide such certification on IRS Form W-9 (Request for Taxpayer Identification Number and Certification).

## Table of Contents

Amounts withheld under the backup withholding rules may be credited against a U.S. Holder's tax liability, and a U.S. Holder may obtain a refund of any excess amount withheld under the backup withholding rules by timely filing the appropriate claim for refund with the IRS.

### Information Reporting and Backup Withholding for Non-U. S. Holders

Information reporting to the United States and backup withholding to the IRS generally would not be required for dividends paid on our shares or proceeds received upon the sale, exchange or redemption of our shares to Non-U.S. Holders who hold or sell our shares through the non-U.S. office of a non-U.S. related broker or financial institution. Information reporting and backup withholding may apply if shares are held by a Non-U.S. Holder through a U.S., or U.S.-related, broker or financial institution, or the U.S. office of a non-U.S. broker or financial institution and the Non-U.S. Holder fails to establish an exemption from information reporting and backup withholding by certifying such holder's status on IRS Form W-8BEN, W-8BEN-E, W-8ECI or W-8IMY, as applicable.

The IRS may make information reported to you and the IRS available under the provisions of an applicable income tax treaty to the tax authorities in the country in which you reside. Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against your U.S. federal income tax liability, if any, provided the required information is timely furnished by you to the IRS. You should consult your own tax advisors regarding the filing of a U.S. tax return for claiming a refund of any such backup withholding. Non-U.S. Holders should consult their tax advisors regarding the application of these rules.

### Taxation of Fly and Our Subsidiaries

Although Fly's income is primarily subject to corporate tax in Ireland, part of our income is also subject to taxation in France, Labuan, Singapore, Australia and Malta.

In 2011, Fly made a 57.41% investment in Fly-Z/C LP, a US partnership incorporated in Delaware. The partnership wholly owns an Irish company, Fly-Z/C Aircraft Limited. Fly-Z/C LP and Fly-Z/C Aircraft Limited are not expected to have a U.S. trade or business subject to tax on effectively connected income or a U.S. permanent establishment subject to tax on business profits under Article 7. Effectively connected taxable income means the taxable income of the partnership which is effectively connected (or treated as effectively connected) with the conduct of a trade or business in the United States.

Each year we have qualified for the benefits of the U.S. and Ireland tax treaty (the "Irish Treaty"), and we expect to be a qualified resident under the Irish treaty. No assurances can be given, however, that we will continue to qualify for the benefits of the Irish Treaty or that we will not in the future be treated as maintaining a permanent establishment in the United States or having income that is effectively connected with the conduct of a trade or business in the United States. In order for us and our subsidiaries to be eligible for the benefits of the Irish Treaty for a particular fiscal year, we must each satisfy the requirements of Article 23 (Limitation on Benefits) of the Irish Treaty for that fiscal year. We will be eligible for the benefits of the Irish Treaty if the principal class of our shares is substantially and regularly traded on one or more recognized stock exchanges. Our shares will be considered substantially and regularly traded on one or more recognized stock exchanges in a fiscal year if (1) trades in such shares are effected on such stock exchanges in more than de minimis quantities during every quarter; and (2) the aggregate number of shares traded on such stock exchanges during the previous fiscal year is at least 6% of the average number of shares outstanding during that taxable year. We satisfied this requirement for each of the years since our inception. If our shares cease to be treated as regularly traded, then we may no longer be eligible for the benefits of the Irish Treaty. Our subsidiaries and investees that are Irish tax-resident, including Fly-Z/C Aircraft Limited, will be eligible for benefits under the Irish Treaty if we hold, directly or indirectly, 50% or more of the vote and value of the subsidiary and we meet the regularly traded test described above.

If we or any subsidiary were not entitled to the benefits of the Irish Treaty, any income that we or that subsidiary earns that is treated as effectively connected with a trade or business in the United States, either directly or through agents, would be subject to tax in the United States at a rate of 21%. In addition, we or that subsidiary would be subject to the U.S. federal branch profits tax at a rate of 30% on its effectively connected earnings and profits, considered distributed from the U.S. business. In addition, if we did not qualify for the Irish Treaty benefits, certain U.S. source rental income not connected with a U.S. trade or business could be subject to withholding tax of 30% and certain U.S. source gross transportation income could be subject to a 4% gross transportation tax if an exemption did not apply.

#### Bermuda Tax Considerations

We are incorporated under the laws of Bermuda. At the present time, there is no Bermuda income or profits tax, withholding tax, capital gains tax, capital transfer tax, estate duty or inheritance tax payable by us or by our shareholders in respect of our shares. We have obtained an assurance from the Minister of Finance of Bermuda under the Exempted Undertakings Tax Protection Act 1966 that, in the event that any legislation is enacted in Bermuda imposing any tax computed on profits or income, or computed on any capital asset, gain or appreciation or any tax in the nature of estate duty or inheritance tax, such tax shall not, until March 31, 2035, be applicable to us or to any of our operations or to our shares, debentures or other obligations except insofar as such tax applies to persons ordinarily resident in Bermuda or is payable by us in respect of real property owned or leased by us in Bermuda.

Table of Contents

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest Rate Risk

Interest rate risk is the exposure to loss resulting from changes in the level of interest rates and the spread between different interest rates. Interest rate risk is highly sensitive due to many factors, including U.S. monetary and tax policies, U.S. and international economic factors and other factors beyond our control. We are exposed to changes in the level of interest rates and to changes in the relationship or spread between interest rates. Our primary interest rate exposures relate to our lease agreements and our floating rate debt obligations. As of December 31, 2018, we had 108 lease agreements (excluding lease agreements associated with aircraft classified as held for sale), 98 of which require the payment of a fixed rent amount during the lease term, and the remaining 10 require a floating rent amount based on LIBOR. Our floating rate indebtedness requires payments based on a variable interest rate index such as LIBOR. Therefore, increases in interest rates may reduce our net income by increasing the cost of our debt without any corresponding proportional increase in rents or cash flow from our leases.

We have entered into interest rate swap contracts to mitigate the interest rate fluctuation risk associated with our debt. We expect that these interest rate swap contracts will significantly reduce the additional interest expense that would be caused by an increase in variable interest rates.

Sensitivity Analysis

The following discussion about the potential effects of changes in interest rates is based on a sensitivity analysis, which models the effects of hypothetical interest rate shifts on our financial condition and results of operations. A sensitivity analysis is constrained by several factors, including the necessity to conduct the analysis based on a single point in time and by the inability to include the complex market reactions that normally would arise from the market shifts. Although the following results of a sensitivity analysis for changes in interest rates may have some limited use as a benchmark, they should not be viewed as a forecast. This hypothetical disclosure also is selective in nature and addresses only the potential impacts on our financial instruments and our variable rate leases. It does not include a variety of other potential factors that could affect our business as a result of changes in interest rates.

Assuming we do not hedge our exposure to interest rate fluctuations, a hypothetical 100 basis-point increase or decrease in our variable interest rates would have increased or decreased our interest expense by \$18.2 million, and would have increased or decreased our revenues by \$5.6 million on an annualized basis.

The fair value of our interest rate swap contracts is affected by changes in interest rates and credit risk of the parties to the swap. We determine the fair value of our derivative instruments using a discounted cash flow model which incorporates an assessment of the risk of non-performance by the swap counterparty and an evaluation of Fly's credit risk in valuing derivative liabilities. The valuation model uses various inputs including contractual terms, interest rate curves, credit spreads, and measures of volatility. Changes in the fair value of a derivative that is designated and qualifies as an effective cash flow hedge are recorded in accumulated other comprehensive income, net of tax, until earnings are affected by the variability of cash flows of the hedged item. Any derivative gains and losses that are not effective in hedging the variability of expected cash flows of the hedged item or that do not qualify for hedge accounting treatment are recognized directly into income. As of December 31, 2018, the fair value of our interest rate swap derivative liabilities, excluding accrued interest, was \$7.9 million. A 100 basis-point increase in the interest rate would reduce the fair value of our derivative liabilities by approximately \$26.6 million. A 100 basis-point decrease in the interest rate would increase the fair value of our derivative liabilities by approximately \$28.2 million. As of December 31, 2018, the fair market value of our interest rate swap derivative assets, excluding accrued interest, was \$3.2 million. A 100 basis-point increase in the interest rate would increase the fair market value of our derivative assets by approximately \$7.9 million. A 100 basis-point decrease in the interest rate would reduce the fair market value of our derivative assets by approximately \$8.2 million.

### Foreign Currency Exchange Risk

We receive substantially all of our revenue in U.S. Dollars. We have two leases pursuant to which we receive a portion of the rent amount in Euros. In 2018, we entered into a cross currency swap contract to mitigate our exposure to foreign currency exchange fluctuations in conjunction with one of these leases. As of December 31, 2018, the fair value of our cross currency swap derivative asset, excluding accrued rent, was \$2.7 million. A 10% increase or decrease in the Euro to U.S. Dollar exchange rate would decrease or increase the fair value of our derivative asset by approximately \$6.0 million, respectively. For the other Euro denominated lease, a 10% increase or decrease in the Euro to U.S. Dollar exchange rate would increase or decrease the annual rental revenue by \$0.3 million, respectively.

80

---

Table of Contents

As of December 31, 2018, we had one other aircraft secured borrowing denominated in Euros. During the year ended December 31, 2018, we recorded an unrealized foreign currency exchange gain of \$1.0 million associated with this borrowing, resulting primarily from an increase in value of the U.S. Dollar relative to the Euro. A 10% increase or decrease in the Euro to U.S. Dollar exchange rate on the Euro denominated borrowing at December 31, 2018 would have resulted in a \$1.9 million unrealized foreign exchange loss or gain, respectively.

We pay substantially all of our expenses in U.S. Dollars. However, we incur some of our expenses in other currencies, primarily the Euro. Changes in the value of the U.S. Dollar relative to the Euro and other currencies may increase the U.S. Dollar cost to us to pay such expenses. The portion of our business conducted in other currencies could increase in the future, which could expand our exposure to losses arising from currency fluctuations. Volatility in foreign exchange rates could have a material impact on our results of operations.

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

American Depositary Shares

Fees and Expenses

We pay all fees, charges and expenses of the depositary, Deutsche Bank Trust Company Americas (the "Depositary") and any agent of the Depositary pursuant to agreements from time to time between us and the Depositary, except that if a holder elects to withdraw the common shares underlying their American Depositary Receipts, or ADRs, from the Depositary they will be required to pay the Depositary a fee of up to US\$5.00 per 100 ADSs surrendered or any portion thereof, together with expenses incurred by the Depositary and any taxes or charges, such as stamp taxes or stock transfer taxes or fees, in connection with the withdrawal.

We will not receive any portion of the fee payable to the Depositary upon a withdrawal of shares from the Depositary. The Depositary will not make any payments to us, and we will not receive any portion of any fees collected by the Depositary.

Dividends and Other Distributions

The Depositary has agreed to pay holders of ADRs the cash dividends or other distributions it or the custodian receives on common shares or other deposited securities, less any fees for withholding taxes, duties and other governmental charges. Dividends on our shares are subject to deduction of Irish withholding taxes, unless an exemption to withholding is available. U.S. holders of ADSs (including U.S. citizens or residents) are entitled to claim a refund of Irish withholding taxes on dividends. Unless a U.S. holder of ADSs otherwise specifies, a customary fee of \$0.005 per ADS will be deducted from each dividend paid to such holder so that such dividend may be paid gross of Irish withholding taxes.



Table of Contents

PART II

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

None.

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

None.

ITEM 15. CONTROLS AND PROCEDURES

(a) Disclosure Controls and Procedures

As of December 31, 2018, an evaluation was conducted under the supervision and with the participation of our Chief Executive Officer and our Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act). Based on this evaluation, our Chief Executive Officer and our Chief Financial Officer concluded that the design and operation of these disclosure controls and procedures were effective.

(b) Management's Annual Report on Internal Control over Financial Reporting

Management of Fly Leasing Limited is responsible for establishing and maintaining adequate internal control over financial reporting for our company. With the participation of our Chief Executive Officer and our Chief Financial Officer, we assessed the effectiveness of our internal control over financial reporting as of December 31, 2018 using the framework and criteria established in Internal Control — Integrated Framework, issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework). Based on this assessment, our management concluded that our internal control over financial reporting was effective as of December 31, 2018.

Our independent auditor, Deloitte & Touche LLP, a registered public accounting firm, has issued their report which is included below.

(c) Report of the Independent Registered Public Accounting Firm

To the shareholders and the Board of Directors of  
Fly Leasing Limited

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Fly Leasing Limited and subsidiaries (the "Company") as of December 31, 2018, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2018, based on criteria established in Internal Control — Integrated Framework (2013) issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements and financial statement schedule as of and for the year ended December 31, 2018, of the Company and our report dated March 12, 2019 expressed an unqualified opinion on those financial statements.

## Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Table of Contents

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ DELOITTE & TOUCHE LLP

San Francisco, CA  
March 12, 2019

(d) Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the year ended December 31, 2018 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

Our board has determined that Joseph M. Donovan, the Chairman of our Audit Committee of the Board of Directors, qualifies as an audit committee financial expert and is "independent" as defined under the applicable rules of the New York Stock Exchange. See Item 6 — Directors, Senior Management and Employees.

ITEM 16B. CODE OF ETHICS

We have adopted our (i) Board Governance Document, (ii) Code of Business Conduct and Ethics and (iii) Supplemental Code of Ethics for the Chief Executive Officer and Senior Officers. These documents, along with the Audit Committee, Compensation Committee and Nominating and Corporate Governance Committee charters are available under "Corporate Governance" in the "About Fly Leasing" section of our website ([www.flyleasing.com](http://www.flyleasing.com)).

ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Our principal accountants for the years ended December 31, 2018 and 2017 were Deloitte & Touche LLP.

The table below summarizes the fees for professional services rendered by Deloitte & Touche LLP for the audit of our annual financial statements for the years ended December 31, 2018 and 2017, respectively, and fees billed for other services rendered (in thousands):

Years ended

Edgar Filing: Fly Leasing Ltd - Form 20-F

	2018		2017	
	Amount	%	Amount	%
Audit fees	\$2,187	91 %	\$1,803	73 %
Tax fees	228	9 %	304	11 %
All other fees	3	—	269	16 %
Total	\$2,418	100 %	\$2,376	100 %

The Audit Committee pre-approves all audit and non-audit services provided to the Company by its auditors.

83

---

Table of Contents

ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

Not applicable.

ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

Issuer Purchases of Equity Securities

In November 2018, our board of directors approved a \$50.0 million share repurchase program expiring in December 2019. Under this program, we may make share repurchases from time to time in the open market or in privately negotiated transactions. No shares were repurchased in 2018.

ITEM 16F. CHANGE IN REGISTRANT'S CERTIFYING ACCOUNTANT

Not applicable.

ITEM 16G. CORPORATE GOVERNANCE

The New York Stock Exchange requires companies with listed shares to comply with its corporate governance standards. As a foreign private issuer, we are not required to comply with all of the rules that apply to listed U.S. companies. Nevertheless, we have generally chosen to comply with the New York Stock Exchange's corporate governance rules as though we were a U.S. company. Accordingly, we do not believe there are any significant differences between our corporate governance practices and those that would typically apply to a U.S. domestic issuer under the New York Stock Exchange corporate governance rules.

However, we intend to follow the practices of our home country, Bermuda, in connection with certain matters, including shareholder approval requirements. Under Bermuda law, we are not required to obtain shareholder approval for certain dilutive events, such as for the establishment or amendment of certain equity-based compensation plans, certain transactions other than a public offering involving issuances of a 20% or greater interest in our company and certain acquisitions of the stock or assets of another company.

ITEM 16H. MINE SAFETY DISCLOSURE

Not applicable.

Table of Contents

PART III

ITEM 17. FINANCIAL STATEMENTS

See Item 18 below for information regarding our financial statements and additional information required to be disclosed under this Item.

F-1

---

Table of Contents

ITEM 18. FINANCIAL STATEMENTS

INDEX

	Page
Report of Independent Registered Public Accounting Firm	F-3
Consolidated Balance Sheets of Fly Leasing Limited as of December 31, 2018 and 2017	F-4
Consolidated Statements of Income (Loss) of Fly Leasing Limited for the years ended December 31, 2018, 2017 and 2016	F-5
Consolidated Statements of Comprehensive Income (Loss) of Fly Leasing Limited for the years ended December 31, 2018, 2017 and 2016	F-6
Consolidated Statements of Shareholders' Equity of Fly Leasing Limited for the years ended December 31, 2016, 2017 and 2018	F-7
Consolidated Statements of Cash Flows of Fly Leasing Limited for the years ended December 31, 2018, 2017 and 2016	F-8
Notes to Consolidated Financial Statements	F-10
Schedule I — Condensed Financial Information of Parent	F-39

F-2

---

Table of Contents

Report of Independent Registered Public Accounting Firm

To the shareholders and the Board of Directors of  
Fly Leasing Limited

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Fly Leasing Limited and subsidiaries (the “Company”) as of December 31, 2018, and 2017, the related consolidated statements of income (loss), comprehensive income (loss), shareholders’ equity, and cash flows for each of the three years in the period ended December 31, 2018, and the related notes and the schedule listed in the Index at Item 18 (collectively referred to as the “financial statements”). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2018 and 2017, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2018, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company’s internal control over financial reporting as of December 31, 2018, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated March 12, 2019, expressed an unqualified opinion on the Company’s internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ DELOITTE & TOUCHE LLP  
San Francisco, CA  
March 12, 2019

We have served as the Company’s auditor since 2015.



Table of ContentsFly Leasing Limited  
Consolidated Balance SheetsAT DECEMBER 31, 2018 AND 2017  
(Dollars in thousands, except par value data)

	December 31,	
	2018	2017
Assets		
Cash and cash equivalents	\$ 180,211	\$ 329,105
Restricted cash and cash equivalents	100,869	127,710
Rent receivables	9,307	2,059
Investment in finance lease, net	12,822	13,946
Flight equipment held for sale, net	259,644	—
Flight equipment held for operating lease, net	3,228,018	2,961,744
Maintenance rights, net	298,207	131,299
Deferred tax asset, net	6,505	9,943
Fair value of derivative assets	5,929	2,643
Other assets, net	124,960	17,166
Total assets	\$ 4,226,472	\$ 3,595,615
Liabilities		
Accounts payable and accrued liabilities	\$ 23,146	\$ 18,305
Rentals received in advance	21,322	14,968
Payable to related parties	4,462	2,084
Security deposits	60,097	49,689
Maintenance payment liability, net	292,586	244,151
Unsecured borrowings, net	617,664	615,922
Secured borrowings, net	2,379,869	2,029,675
Deferred tax liability, net	36,256	30,112
Fair value of derivative liabilities	8,558	7,344
Other liabilities	80,402	39,656
Total liabilities	3,524,362	3,051,906
Shareholders' equity		
Common shares, \$0.001 par value; 499,999,900 shares authorized; 32,650,019 and 27,983,352 shares issued and outstanding at December 31, 2018 and 2017, respectively	33	28
Manager shares, \$0.001 par value; 100 shares authorized, issued and outstanding	—	—
Additional paid-in capital	549,123	479,637
Retained earnings	154,347	68,624
Accumulated other comprehensive loss, net	(1,393 )	(4,580 )
Total shareholders' equity	702,110	543,709
Total liabilities and shareholders' equity	\$ 4,226,472	\$ 3,595,615

The accompanying notes are an integral part of these consolidated financial statements.

Table of Contents

Fly Leasing Limited

Consolidated Statements of Income (Loss)

FOR THE YEARS ENDED DECEMBER 31, 2018, 2017 AND 2016

(Dollars in thousands, except per share data)

	Years ended		
	2018	2017	2016
Revenues			
Operating lease revenue	\$399,514	\$346,894	\$313,582
Finance lease revenue	675	731	2,066
Equity earnings (loss) from unconsolidated subsidiary	(54 )	496	530
Gain on sale of aircraft	13,398	3,926	27,195
Interest and other income	4,766	1,204	1,666
Total revenues	418,299	353,251	345,039
Expenses			
Depreciation	144,084	133,227	120,452
Aircraft impairment	—	22,000	96,122
Interest expense	144,742	127,782	123,161
Selling, general and administrative	31,185	30,671	30,077
Loss (gain) on derivatives	(2,382 )	(192 )	91
Loss on modification and extinguishment of debt	2,474	23,309	9,246
Maintenance and other costs	2,547	2,524	2,279
Total expenses	322,650	339,321	381,428
Net income (loss) before provision (benefit) for income taxes	95,649	13,930	(36,389 )
Provision (benefit) for income taxes	9,926	11,332	(7,277 )
Net income (loss)	\$85,723	\$2,598	\$(29,112 )
Weighted average number of shares:			
Basic	29,744,083	30,307,357	33,239,001
Diluted	29,783,904	30,353,425	33,239,001
Earnings (loss) per share:			
Basic	\$2.88	\$0.09	\$(0.88 )
Diluted	\$2.88	\$0.09	\$(0.88 )

The accompanying notes are an integral part of these consolidated financial statements.

F-5

Table of Contents

Fly Leasing Limited

Consolidated Statements of Comprehensive Income (Loss)

FOR THE YEARS ENDED DECEMBER 31, 2018, 2017 AND 2016

(Dollars in thousands)

	Years ended		
	2018	2017	2016
Net income (loss)	\$85,723	\$2,598	\$(29,112)
Other components of comprehensive income (loss), net of tax:			
Change in fair value of derivatives, net of deferred tax <sup>(1)</sup>	(530 )	3,926	5,036
Reclassification from other comprehensive loss into earnings due to termination of derivative liabilities, net of deferred tax <sup>(2)</sup>	—	—	(10 )
Reclassification from other comprehensive loss into earnings due to derivatives that no longer qualified for hedge accounting treatment, net of deferred tax <sup>(3)</sup>	3,717	1,239	729
Comprehensive income (loss)	\$88,910	\$7,763	\$(23,357)

---

The associated deferred tax benefit for the year ended December 31, 2018 was \$0.7 million. The associated (1) deferred tax expense was \$0.6 million and \$0.7 million for the years ended December 31, 2017 and 2016, respectively.

(2) The associated deferred tax benefit was \$1,000 for the year ended December 31, 2016.

(3) The associated deferred tax expense was \$0.3 million, \$0.2 million and \$0.1 million for the years ended December 31, 2018, 2017 and 2016, respectively.

The accompanying notes are an integral part of these consolidated financial statements.

F-6

Table of Contents

Fly Leasing Limited

Consolidated Statements of Shareholders' Equity

FOR THE YEARS ENDED DECEMBER 31, 2016, 2017 AND 2018

(Dollars in thousands)

	Manager Shares	Common Shares	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss, net	Total Shareholders' Equity		
	Shares	Amount	Shares	Amount				
Balance December 31, 2015	100	\$ —	35,671,400	\$ 36	\$ 577,290	\$ 95,138	\$ (15,500 )	\$ 656,964
Shares repurchased	—	—	(3,414,960 )	(4 )	(40,368 )	—	—	(40,372 )
Net loss	—	—	—	—	—	(29,112 )	—	(29,112 )
Net change in the fair value of derivatives, net of deferred tax of \$0.7 million <sup>(1)</sup>	—	—	—	—	—	—	5,036	5,036
Reclassification from other comprehensive loss into earnings due to termination of derivative liabilities, net of deferred tax of \$1,000 <sup>(1)</sup>	—	—	—	—	—	—	(10 )	(10 )
Reclassification from other comprehensive loss into earnings due to derivatives that no longer qualified for hedge accounting treatment, net of deferred tax of \$0.1 million <sup>(1)</sup>	—	—	—	—	—	—	729	729
Balance December 31, 2016	100	\$ —	32,256,440	\$ 32	\$ 536,922	\$ 66,026	\$ (9,745 )	\$ 593,235
Shares issued in connection with SARs exercised	—	—	1,481	—	—	—	—	—
Shares repurchased	—	—	(4,274,569 )	(4 )	(57,285 )	—	—	(57,289 )
Net income	—	—	—	—	—	2,598	—	2,598
Net change in the fair value of derivatives, net of deferred tax of \$0.6 million <sup>(1)</sup>	—	—	—	—	—	—	3,926	3,926
Reclassification from other comprehensive loss into earnings due to derivatives that no longer qualified for hedge accounting treatment, net of deferred tax of \$0.2 million <sup>(1)</sup>	—	—	—	—	—	—	1,239	1,239
Balance December 31, 2017	100	\$ —	27,983,352	\$ 28	\$ 479,637	\$ 68,624	\$ (4,580 )	\$ 543,709
Shares issued in connection with AirAsia Transactions <sup>(2)</sup>	—	—	4,666,667	5	69,486	—	—	69,491
Net income	—	—	—	—	—	85,723	—	85,723
Net change in the fair value of derivatives, net of deferred	—	—	—	—	—	—	(530 )	(530 )

tax of \$0.7 million <sup>(1)</sup>

Reclassification from other comprehensive loss into earnings due to derivatives that no longer qualified for hedge accounting treatment, net of deferred tax of \$0.3 million <sup>(1)</sup>

Balance December 31, 2018	100	\$	—	32,650,019	\$	33	\$	549,123	\$	154,347	\$	(1,393)	3,717	)	\$	702,110	3,717
---------------------------	-----	----	---	------------	----	----	----	---------	----	---------	----	---------	-------	---	----	---------	-------

(1) See Note 11 to Notes to Consolidated Financial Statements.

(2) See Note 14 to Notes to Consolidated Financial Statements.

The accompanying notes are an integral part of these consolidated financial statements.

F-7

---

Table of Contents

Fly Leasing Limited

Consolidated Statements of Cash Flows

FOR THE YEARS ENDED DECEMBER 31, 2018, 2017 AND 2016

(Dollars in thousands)

	Years ended		
	2018	2017	2016
Cash Flows from Operating Activities			
Net income (loss)	\$85,723	\$2,598	\$(29,112 )
Adjustments to reconcile net income (loss) to net cash flows provided by operating activities:			
Finance lease revenue	(675 )	(731 )	(2,066 )
Equity in (earnings) loss from unconsolidated subsidiary	54	(496 )	(530 )
Gain on sale of aircraft	(13,398 )	(3,926 )	(27,195 )
Depreciation	144,084	133,227	120,452
Aircraft impairment	—	22,000	96,122
Amortization of debt discounts and debt issuance costs	9,455	7,955	9,375
Amortization of lease incentives	9,738	7,668	8,898
Amortization of lease premiums, discounts and other items	432	412	388
Amortization of acquisition fair value adjustments	1,239	1,223	1,621
Loss on modification and extinguishment of debt	2,474	23,309	9,246
Unrealized foreign exchange (gain) loss	(563 )	2,305	(437 )
Provision (benefit) for deferred income taxes	9,864	5,178	(9,158 )
(Gain) loss on derivative instruments	(1,269 )	(478 )	76
Security deposits and maintenance payment liability recognized into earnings	(15,597 )	(16,268 )	(3,450 )
Security deposits and maintenance payment claims applied towards operating lease revenue	—	—	(684 )
Distributions from unconsolidated subsidiary	2,131	—	—
Cash receipts from maintenance rights	3,013	—	9,513
Maintenance rights recognized into earnings	—	465	—
Changes in operating assets and liabilities:			
Rent receivables	(12,866 )	(4,251 )	(1,034 )
Other assets	(4,119 )	(2,599 )	(1,134 )
Payable to related parties	2,378	(10,126 )	(17,163 )
Accounts payable, accrued liabilities and other liabilities	18,982	11,588	(10,964 )
Net cash flows provided by operating activities	241,080	179,053	152,764
Cash Flows from Investing Activities			
Distributions from unconsolidated subsidiary	3,103	—	—
Rent received from finance lease	1,800	1,880	2,970
Investment in Horizon I Limited equity certificates	(5,747 )	—	—
Purchase of flight equipment	(934,481)	(434,122)	(552,166)
Proceeds from sale of aircraft, net	177,702	21,750	430,867
Purchase price allocated to Portfolio B orderbook value	(80,450 )	—	—
Payments for aircraft improvement	(6,779 )	(7,357 )	(2,230 )
Payments for lessor maintenance obligations	(8,601 )	(12,564 )	(2,712 )
Net cash flows used in investing activities	(853,453)	(430,413)	(123,271)

Table of Contents

	Years ended		
	2018	2017	2016
<b>Cash Flows from Financing Activities</b>			
Security deposits received	15,042	7,196	920
Security deposits returned	(8,716 )	(3,554 )	(7,438 )
Maintenance payment liability receipts	84,102	75,765	71,514
Maintenance payment liability disbursements	(15,495 )	(14,303 )	(10,951 )
Net swap termination payments	1,801	—	(709 )
Debt modification and extinguishment costs	301	(17,396 )	(3,153 )
Debt issuance costs	(3,619 )	(1,464 )	(2,552 )
Proceeds from unsecured borrowings	—	295,150	—
Repayment of unsecured borrowings	—	(375,000)	—
Proceeds from secured borrowings	826,396	513,459	572,719
Repayment of secured borrowings	(482,703)	(326,909)	(448,346)
Net proceeds from issuance of shares	19,624	—	—
Shares repurchased	—	(57,286 )	(40,257 )
Net cash flows provided by financing activities	436,733	95,658	131,747
Effect of exchange rate changes on unrestricted and restricted cash and cash equivalents	(95 )	430	(84 )
Net increase (decrease) in unrestricted and restricted cash and cash equivalents	(175,735)	(155,272)	161,156
Unrestricted and restricted cash and cash equivalents at beginning of period	456,815	612,087	450,931
Unrestricted and restricted cash and cash equivalents at end of period	\$281,080	\$456,815	\$612,087
<b>Reconciliation to Consolidated Balance Sheets:</b>			
Cash and cash equivalents	\$180,211	\$329,105	\$517,964
Restricted cash and cash equivalents	100,869	127,710	94,123
Unrestricted and restricted cash and cash equivalents	\$281,080	\$456,815	\$612,087

The accompanying notes are an integral part of these consolidated financial statements.

Table of Contents

Fly Leasing Limited

Notes to Consolidated Financial Statements

For the year ended December 31, 2018

1. ORGANIZATION

Fly Leasing Limited (“Fly”) is a Bermuda exempted company that was incorporated on May 3, 2007, under the provisions of Section 14 of the Companies Act 1981 of Bermuda. Fly was formed to acquire, finance, lease and sell commercial jet aircraft directly or indirectly through its subsidiaries (Fly and its subsidiaries collectively, the “Company”).

Although Fly is organized under the laws of Bermuda, it is a resident of Ireland for tax purposes and is subject to Irish corporation tax on its income in the same way, and to the same extent, as if it were organized under the laws of Ireland.

In accordance with Fly’s amended and restated bye-laws, Fly issued 100 shares (“Manager Shares”) with a par value of \$0.001 to Fly Leasing Management Co. Limited (the “Manager”) for no consideration. Subject to the provisions of Fly’s amended and restated bye-laws, the Manager Shares have the right to appoint the nearest whole number of directors to Fly which is not more than 3/7th of the number of directors comprising the board of directors. The Manager Shares are not entitled to receive any dividends, are not convertible into common shares and, except as provided for in Fly’s amended and restated bye-laws, have no voting rights.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PREPARATION

Fly is a holding company that conducts its business through its subsidiaries. Fly directly or indirectly owns all of the common shares of its consolidated subsidiaries. The consolidated financial statements presented are prepared in accordance with U.S. generally accepted accounting principles (“GAAP”). The consolidated financial statements include the accounts of Fly and all of its subsidiaries. In instances where it is the primary beneficiary, the Company consolidates a Variable Interest Entity (“VIE”). Fly is deemed the primary beneficiary when it has both the power to direct the activities of the VIE that most significantly impact the economic performance of such VIE, and it bears the significant risk of loss and participates in gains of the VIE. All intercompany transactions and balances have been eliminated. The consolidated financial statements are stated in U.S. Dollars, which is the principal operating currency of the Company.

The Company has one operating and reportable segment which is aircraft and aircraft equipment leasing.

Certain amounts in prior period consolidated financial statements have been reclassified to conform to the current period presentation.

USE OF ESTIMATES

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. The use of estimates is or could be a significant factor affecting the reported carrying values of flight equipment, deferred tax assets, liabilities and reserves. To the extent available, the Company utilizes industry specific resources, third-party appraisers and other materials to support management’s estimates, particularly with respect to flight equipment. Despite management’s best efforts to accurately estimate such amounts, actual results could differ



from those estimates.

## RISKS AND UNCERTAINTIES

The Company encounters several types of risk during the course of its business, including credit, market, aviation industry and capital market risks. Credit risk addresses a lessee's or derivative counterparty's inability or unwillingness to make contractually required payments. Market risk reflects the change in the value of derivatives and credit facilities due to changes in interest rate spreads or other market factors, including the value of collateral underlying the Company's credit facilities. Aviation industry risk is the risk of a downturn in the commercial aviation industry which could adversely impact a lessee's ability to make payments, increase the risk of unscheduled lease terminations and depress lease rates and the value of the Company's aircraft and aircraft equipment. Capital market risk is the risk that the Company is unable to obtain capital at reasonable rates to fund the growth of its business or to refinance existing credit facilities.

F-10

---

Table of Contents

CASH AND CASH EQUIVALENTS

The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents.

RESTRICTED CASH AND CASH EQUIVALENTS

The Company's restricted cash and cash equivalents consist primarily of (i) security deposits and certain maintenance payments received from lessees under the terms of the lease agreements, (ii) a portion of rents collected which may be required to be held as cash collateral under certain of the Company's debt facilities and (iii) other cash, which may be subject to withdrawal restrictions pursuant to the Company's credit agreements. All restricted cash is held by major financial institutions in segregated accounts.

RENT RECEIVABLES

Rent receivables represent unpaid lessee obligations under existing lease contracts. Any allowance for doubtful accounts is established on a specific identification basis and is maintained at a level believed by management to be adequate to absorb probable losses associated with rent receivables. The assessment of credit risk is primarily based on the extent to which amounts outstanding exceed the value of security held, the financial strength and condition of a debtor and the current economic and regulatory conditions of the debtor's operating environment. Determination of the allowance is inherently subjective as it requires significant estimates, including the amounts and timing of expected future cash flows and consideration of current factors and economic trends impacting the lessees and their credit worthiness, all of which may be susceptible to significant change. Uncollectible rent receivables are charged off against the allowance, while recoveries of amounts previously charged off are credited to the allowance. A provision for credit losses is recorded based on management's periodic evaluation of the factors previously mentioned, as well as other pertinent factors. As of December 31, 2018 and 2017, the Company had no allowance for doubtful accounts.

In addition, the Company places a lessee on non-accrual status once it determines that it is no longer probable that the Company will receive the economic benefits of the lease. The Company recognizes revenue from a lessee on non-accrual status only as cash is received.

INVESTMENT IN FINANCE LEASE

The Company has recorded one lease as an investment in finance lease. The investment in finance lease equals the sum of amounts to be received under the lease, plus the estimated residual value of the equipment at lease termination, less unearned income. Residual value reflects management's estimate of the amounts to be received at lease termination from the re-lease or disposition of the leased equipment. Initial unearned income represents the amount by which the original sum of the lease receivable and the estimated residual value exceeds the original cost of the leased equipment. Unearned income is recognized as finance lease income over the lease term in a manner that produces a constant rate of return on the net investment in the lease based on an implicit interest rate. Initial direct costs and fees related to lease origination are deferred as part of the investment and amortized over the lease term.

FLIGHT EQUIPMENT HELD FOR SALE

Flight equipment is classified as held for sale when the Company commits to and commences a plan of sale that is reasonably expected to be completed within one year and satisfies certain other criteria. Flight equipment held for sale is recorded at the lesser of carrying value or fair value, less estimated cost to sell. The Company continues to recognize rent from aircraft held for sale until the date the aircraft is sold. An impairment loss is recorded for an asset or asset group held for sale when the carrying value of the asset or asset group exceeds its fair value, less estimated cost to sell. Aircraft classified as held for sale are not depreciated.

Subsequent changes to the asset's fair value are recorded as adjustments to the carrying value of the flight equipment. However, any such adjustment will not cause the asset's fair value to exceed its original carrying value.

#### FLIGHT EQUIPMENT HELD FOR OPERATING LEASE

Flight equipment held for operating lease are recorded at cost and depreciated to estimated residual values on a straight-line basis over their estimated remaining useful lives. Useful life is generally 25 years from the date of manufacture. Residual values are generally estimated to be 15% of the original manufacturer's estimated realized price for the flight equipment when new. Management may, at its discretion, make exceptions to this policy on a case by case basis when, in its judgment, the residual value calculated pursuant to this policy does not appear to reflect current expectations of residual values. Examples of such situations include, but are not limited to:

Flight equipment where original manufacturer's prices are not relevant due to plane modifications and conversions.

F-11

---

### Table of Contents

Flight equipment that is out of production and may have a shorter useful life or lower residual value due to obsolescence.

The remaining life of a converted freighter is determined based on the date of conversion, in which case, the total useful life may extend beyond 25 years from the date of manufacture.

Flight equipment that management believes will be disposed of prior to the end of its estimated useful life.

Estimated residual values and useful lives of flight equipment are reviewed and adjusted, if appropriate, during each reporting period.

Major aircraft improvements or lessee-specific aircraft modifications to be performed by the Company pursuant to a lease agreement are accounted for as lease incentives and amortized against revenue over the term of the lease, assuming no lease renewal. Generally, lessees are responsible for repairs, scheduled maintenance and overhauls during the lease term and compliance with return conditions of flight equipment at lease termination.

Major aircraft improvements and modifications incurred during an off-lease period are capitalized and depreciated over the remaining life of the flight equipment. In addition, costs paid by the Company for scheduled maintenance and overhauls are also capitalized and depreciated over a period to the next scheduled maintenance or overhaul event. Miscellaneous repairs are expensed when incurred.

### IMPAIRMENT OF FLIGHT EQUIPMENT

The Company evaluates flight equipment for impairment when circumstances indicate that the carrying amounts of such assets may not be recoverable. The Company's evaluation of impairment indicators include, but are not limited to, recent transactions for similar aircraft or aircraft equipment, adverse changes in market conditions for specific aircraft or engine types, third party appraisals of aircraft and aircraft equipment, published values for similar aircraft or aircraft equipment, any occurrence of adverse changes in the aviation industry and the overall market conditions that could impact the fair value of the Company's aircraft and aircraft equipment. The review for recoverability includes an assessment of the estimated future cash flows associated with the use of an asset and its eventual disposition. If the sum of the expected future cash flows (undiscounted and without interest charges) is less than the carrying amount of the asset, the Company will assess whether the carrying values of the flight equipment exceed the fair values and an impairment loss is required. The undiscounted cash flows consist of cash flows from currently contracted leases, future projected lease rates, transition costs, estimated down time and estimated residual or scrap values for an aircraft. The Company will also record an impairment charge if the expected sale proceeds of an aircraft or aircraft equipment are less than its carrying value. The impairment loss is measured as the excess of the carrying amount of the impaired asset over its fair value.

Future cash flows are assumed to occur under current market conditions and assume adequate time for a sale between a willing and able buyer and a willing seller. Expected future lease rates are based on all relevant information available, including the existing lease, current contracted rates for similar aircraft, appraisal data and industry trends. Residual value assumptions generally reflect an aircraft's salvage value, except where more recent industry information indicates a different value is appropriate.

Impairment analyses require the use of assumptions and estimates, including the level of future rents, the residual value of the flight equipment to be realized upon sale at some future date, estimated downtime between re-leasing events and the amount of re-leasing costs.

### MAINTENANCE RIGHTS

The Company identifies, measures and accounts for maintenance right assets and liabilities associated with its acquisitions of aircraft or aircraft equipment with in-place leases. A maintenance right asset represents the value of its contractual right under a lease to receive an aircraft or aircraft equipment in an improved maintenance condition at lease expiry as compared to the maintenance condition on the acquisition date. A maintenance right liability represents the Company's obligation to pay the lessee for the difference between the contractual maintenance condition of the aircraft or aircraft equipment at lease expiry and the actual maintenance condition of the aircraft or aircraft equipment on the acquisition date.

The Company's aircraft and aircraft equipment are typically subject to triple-net leases pursuant to which the lessee is responsible for maintenance, which is accomplished through one of two types of provisions in its leases: (i) end of lease return conditions (EOL Leases) or (ii) periodic maintenance payments (MR Leases).

#### EOL Leases

Under EOL Leases, the lessee is obligated to comply with certain return conditions which require the lessee to perform lease end maintenance work or make cash compensation payments at the end of the lease to bring the aircraft or aircraft equipment into a specified maintenance condition.

### Table of Contents

Maintenance right assets in EOL Leases represent the difference in value between the contractual right to receive an aircraft or aircraft equipment in an improved maintenance condition at lease expiry as compared to the maintenance condition on the acquisition date. Maintenance right liabilities exist in EOL Leases if, on the acquisition date, the maintenance condition of the aircraft or aircraft equipment is greater than the contractual return condition in the lease at lease expiry and the Company is required to pay the lessee in cash for the improved maintenance condition.

When the Company has recorded maintenance right assets with respect to EOL Leases, the following accounting scenarios exist: (i) the aircraft or aircraft equipment is returned at lease expiry in the contractually required maintenance condition without any cash payment to the Company by the lessee, the maintenance right asset is relieved and an aircraft improvement is recorded to the extent the improvement is substantiated and deemed to meet the Company's capitalization policy; (ii) the lessee pays the Company cash compensation at lease expiry in excess of the value of the maintenance right asset, the maintenance right asset is relieved and any excess is recognized as end of lease income; or (iii) the lessee pays the Company cash compensation at lease expiry that is less than the value of the maintenance right asset, the cash is applied to the maintenance right asset and the balance of such asset is relieved and recorded as an aircraft improvement to the extent the improvement is substantiated and meets the Company's capitalization policy. Any aircraft improvement will be depreciated over a period to the next scheduled maintenance event in accordance with the Company's policy with respect to major maintenance.

When the Company has recorded maintenance right liabilities with respect to EOL Leases, the following accounting scenarios exist: (i) the aircraft or aircraft equipment is returned at lease expiry in the contractually required maintenance condition without any cash payment by the Company to the lessee, the maintenance right liability is relieved and end of lease income is recognized; (ii) the Company pays the lessee cash compensation at lease expiry of less than the value of the maintenance right liability, the maintenance right liability is relieved and any difference is recognized as end of lease income; or (iii) the Company pays the lessee cash compensation at lease expiry in excess of the value of the maintenance right liability, the maintenance right liability is relieved and the excess amount is recorded as an aircraft improvement.

### MR Leases

Under MR Leases, the lessee is required to make periodic maintenance payments to the Company based upon usage of the aircraft or aircraft equipment. When qualified major maintenance is performed during the lease term, the Company is required to reimburse the lessee for the costs associated with such maintenance. At the end of lease, the Company is entitled to retain any cash receipts in excess of the required reimbursements to the lessee.

Maintenance right assets in MR Leases represent the right to receive an aircraft or aircraft equipment in an improved condition relative to the actual condition on the acquisition date. The aircraft or aircraft equipment is improved by the performance of qualified major maintenance paid for by the lessee who is reimbursed by the Company from the periodic maintenance payments that it receives.

When the Company has recorded maintenance right assets with respect to MR Leases, the following accounting scenarios exist: (i) the aircraft or aircraft equipment is returned at lease expiry and no qualified major maintenance has been performed by the lessee since the acquisition date, the maintenance right asset is offset by the amount of the associated maintenance payment liability and any excess is recorded as end of lease income, which is consistent with the Company's existing policy; or (ii) the Company has reimbursed the lessee for the performance of qualified major maintenance, the maintenance right asset is relieved and an aircraft improvement is recorded.

There are no maintenance right liabilities for MR Leases.

When flight equipment is sold, maintenance rights are released from the balance sheet as part of the disposition gain or loss.

## DERIVATIVE FINANCIAL INSTRUMENTS

The Company uses derivative financial instruments to manage its exposure to interest rate and foreign currency risks. All derivatives are recognized on the balance sheet at their fair values. Pursuant to U.S. GAAP, changes in the fair value of the item being hedged are recognized into earnings in the same period and in the same income statement line as the change in the fair value of the derivative instrument. On the date that the Company enters into a derivative contract, the Company typically documents all relationships between the hedging instruments and the hedged items, as well as its risk management objective and strategy for undertaking each hedge transaction.

Derivative instruments designated in a hedge relationship to mitigate exposure to variability in expected future cash flows, or other types of forecasted transactions, are considered cash flow hedges. Cash flow hedges are accounted for by recording the fair value of the derivative instrument on the balance sheet as either a freestanding asset or liability. Changes in the fair value of a derivative that is designated and qualifies as an effective cash flow hedge are recorded in accumulated other comprehensive income, net of tax, until earnings are affected by the variability of cash flows of the hedged item. Any derivative gains and losses that are not effective in hedging the variability of expected cash flows of the hedged item or that do not qualify for hedge accounting treatment are recognized directly into income.

### Table of Contents

At the hedge's inception and at least every reporting period thereafter, a formal assessment is performed to determine whether changes in cash flows of the derivative instrument have been highly effective in offsetting changes in the cash flows of the hedged items and whether they are expected to be highly effective in the future. The Company discontinues hedge accounting prospectively when (i) it determines that the derivative is no longer effective in offsetting changes in the cash flows of a hedged item; (ii) the derivative expires or is sold, terminated, or exercised; or (iii) management determines that designating the derivative as a hedging instrument is no longer appropriate. In all situations in which hedge accounting is discontinued and the derivative remains outstanding, the derivative instrument is carried at its fair value on the balance sheet with changes in fair value recognized into current-period earnings. The remaining balance in accumulated other comprehensive income associated with the derivative that has been discontinued is not recognized in the income statement unless it is probable that the forecasted transaction will not occur. Such amounts are recognized in earnings when earnings are affected by the hedged transaction.

### OTHER ASSETS

Other assets consist primarily of the Company's Portfolio B orderbook value (see Note 6 below), investment in unconsolidated subsidiary, unamortized lease premiums, initial direct lease costs and other miscellaneous receivables.

The Company accounts for its interest in the unconsolidated subsidiary using the equity method as it does not control the entity. Under the equity method, the Company's investment is initially recorded at cost and the carrying amount is affected by its share of the unconsolidated subsidiary's undistributed earnings and losses, and distributions of dividends and capital.

The Company periodically reviews the carrying amount of its investment in the unconsolidated subsidiary, including whenever events or changes in circumstances indicate that a decline in value may have occurred. If its investment is determined to be impaired on an other-than-temporary basis, a loss equal to the difference between the fair value of the investment and its carrying value is recorded in the period of identification.

### SECURITY DEPOSITS

In the normal course of leasing flight equipment to third parties under its lease agreements, the Company receives cash or letters of credit as security for certain contractual obligations, which are held on deposit until termination of the lease. Security deposits are returned to the lessee at lease termination or taken into income if the lessee fails to perform under its lease.

### MAINTENANCE PAYMENT LIABILITY

The Company's flight equipment is typically subject to triple-net leases under which the lessee is responsible for maintenance, insurance and taxes. Fly's operating leases also obligate the lessees to comply with all governmental requirements applicable to the flight equipment, including without limitation, operational, maintenance, registration and airworthiness directives.

Under the terms of the lease agreements, cash collected from lessees for future maintenance of the aircraft is recorded as maintenance payment liabilities. The Company does not recognize such maintenance payments as revenue during the lease term. Maintenance payment liabilities are attributable to specific aircraft and are typically based on hours or cycles of utilization, depending upon the component. Upon the occurrence of qualified maintenance events, the lessee submits a request for reimbursement and upon disbursement of the funds, the liability is relieved.

The lessor may be obligated to contribute to maintenance related expenses on an aircraft during the term of the lease. In other instances, the lessee or lessor may be obligated to make a payment to the other party at lease termination based on a computation stipulated in the lease agreement. The calculation is based on utilization and condition of the



airframe, engines and other major life-limited components as determined at lease termination.

The Company may also incur maintenance expenses on off-lease aircraft. Scheduled major maintenance or overhaul activities and costs for certain high-value components that are paid by the Company are capitalized and depreciated over the period until the next overhaul is required. Payments made by the Company for minor maintenance, repairs and re-leasing of aircraft are expensed as incurred.

At lease termination, maintenance payment liabilities are offset against any maintenance right balance for the aircraft, and the remainder is recognized as end of lease income. When flight equipment is sold, the maintenance payment liability amounts may be remitted to the buyer in accordance with the terms of the related agreements and are released from the balance sheet as part of the disposition gain or loss.

F-14

---

## Table of Contents

### REVENUE RECOGNITION

Revenue is recognized to the extent that it is probable that the economic benefits will flow to the Company and the revenue can be reliably measured. Where revenue amounts do not meet these recognition criteria, recognition is delayed until the criteria are met.

Operating lease revenue. The Company receives lease revenue from flight equipment under operating leases. Rental income from aircraft and aircraft equipment is recognized on a straight-line basis over the initial term of the respective lease. The operating lease agreements generally do not provide for purchase options, however, the leases may allow the lessee to exercise an option to extend the lease for an additional term. Contingent rents are recognized as revenue when the contingency is resolved. Revenue is not recognized when collection is not reasonably assured.

End of lease income. The amount of end of lease income the Company recognizes in any reporting period is inherently volatile and depends upon a number of factors, including the timing of both scheduled and unscheduled lease expiries and the timing of maintenance performed on the aircraft or aircraft equipment by the lessee, among others.

Lease incentives. The Company's leases may contain provisions which require it to contribute a portion of the lessee's costs for heavy maintenance, overhaul or replacement of certain high-value components. The Company accounts for these expected payments as lease incentives, which are amortized as a reduction of lease revenue over the life of the lease.

Lease premiums and lease discounts. Lease premiums and lease discounts are amortized into operating lease revenue over the lease term. Amortization of lease premiums decreases rental revenue and amortization of lease discounts increases rental revenue.

Finance lease income. Revenue from finance lease is recognized using the interest method to produce a level yield over the life of the finance lease.

### INCOME TAXES

The Company provides for income taxes by tax jurisdiction. Deferred income tax assets and liabilities are recognized for the future tax consequences of temporary differences between the financial statements and tax basis of existing assets and liabilities at the enacted tax rates expected to apply when the assets are recovered or liabilities are settled. A valuation allowance is used to reduce deferred tax assets to the amount that management ultimately expects to be more likely than not realized.

The Company recognizes an uncertain tax benefit only to the extent that it is more likely than not that the tax position will be sustained upon examination by the taxing authorities, based on the technical merits of the position. The Company has elected to classify interest on unpaid income taxes and penalties as a component of the provision for income taxes. No interest on unpaid income taxes and penalties were incurred during each of the years ended December 31, 2018, 2017 and 2016.

### NEW ACCOUNTING PRONOUNCEMENTS

In May 2014, FASB issued ASU 2014-09, Revenue from Contracts with Customers (Topic 606). ASU 2014-09 outlines a single comprehensive model for entities to use in accounting for revenues arising from contracts with customers. Under the guidance, revenue is recognized when a customer obtains control of promised goods or services in an amount that reflects the consideration the entity expects to receive in exchange for those goods or services. In addition, the guidance requires disclosure of the nature, amount, timing, and uncertainty of revenue and cash flows

arising from contracts with customers. The guidance specifically notes that lease contracts are a scope exception. The guidance is effective for annual reporting periods, including interim periods, beginning after December 15, 2017. The Company adopted the guidance effective January 1, 2018. The adoption did not have a significant impact on the consolidated financial statements and the related footnotes because lease revenue, which comprises the majority of the Company's revenue, is excluded from the scope of this guidance.

In February 2016, the Financial Accounting Standards Board (the "FASB") issued its new lease guidance, ASU 2016-02, Leases (Topic 842). Under the new guidance, lessees will be required to recognize the following for all leases (with the exception of short-term leases) on the commencement date: (i) lease liability, which is a lessee's obligation to make lease payments arising from a lease, measured on a discounted basis; and (ii) right-of-use asset, which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. Under the new guidance, lessor accounting is largely unchanged. FASB has decided that lessors will be precluded from recognizing selling profit and revenue at lease commencement for any finance lease that does not transfer control of the underlying asset to the lessee. In addition, the new guidance will require lessors to capitalize, as initial direct costs, only those costs that are incurred in connection with the execution of a lease. Any other costs incurred, including allocated indirect costs, will no longer be capitalized and instead will be expensed as incurred.

### Table of Contents

In July 2018, FASB issued new guidance to provide entities with relief from the costs of implementing certain aspects of ASU 2016-02, Leases (Topic 842). Under a new transition method, entities can elect to not restate comparative periods presented in financial statements in the period of adoption. The FASB also issued new practical expedients that allows lessors to elect not to separate lease and associated lease components within a contract if the following conditions are met:

- The timing and pattern of transfer for the non-lease component and the associated lease component are the same; and
- The stand-alone lease component would be classified as an operating lease if accounted for separately.

The new leasing guidance is effective for annual reporting periods (including interim periods) beginning after December 15, 2018, and early adoption is permitted. The Company adopted the guidance effective January 1, 2019 and elected the practical expedients and transition relief, which will not require the Company to restate comparative periods. The adoption did not result in any adjustment to the Company's consolidated balance sheets, results of operations or cash flows.

In August 2017, FASB issued ASU 2017-12, Derivatives and Hedging (Topic 815). ASU 2017-12 is intended to more closely align hedge accounting with companies' risk management strategies, simplify the application of hedge accounting, and increase transparency as to the scope and results of hedging programs. Under the guidance, if a cash flow hedge is highly effective, all changes in the fair value of the derivative hedging instrument will be recorded in other comprehensive income and reclassified to earnings when the hedged item impacts earnings. After initial qualification, the new guidance permits a qualitative effectiveness assessment for certain hedges instead of a quantitative test, such as a regression analysis, if the company can reasonably support an expectation of high effectiveness throughout the term of the hedge. An initial quantitative test to establish that the hedge relationship is highly effective is still required. Additional disclosures include cumulative basis adjustments for fair value hedges and the effect of hedging on individual income statement line items. The guidance will be effective for annual reporting periods (including interim periods) beginning after December 15, 2018, and early adoption will be permitted. The Company adopted the guidance effective January 1, 2019. The standard did not have a material effect on the Company's consolidated balance sheets, results of operations or cash flows.

In August 2018, the Securities and Exchange Commission (the "Commission") issued a final rule that amended certain disclosure requirements that had become redundant, duplicative, overlapping, outdated or superseded. The amendments were intended to facilitate the disclosure of information to investors and simplify compliance without significantly altering the total mix of information provided to investors. The final rule included amendments requiring an analysis of changes in stockholders' equity for the current and comparative year-to-date interim periods, including dividends per share instead of presenting dividends per share on the face of the income statement. The final rule became effective on November 5, 2018. The standard did not have a material effect on the Company's consolidated balance sheets, results of operations or cash flows. The Company has applied the amendments commencing with the quarter ended September 30, 2018.

In August 2018, the FASB issued ASU 2018-13, Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement. ASU 2018-13 removes the following disclosure requirements from Topic 820:

- The amount of and reasons for transfers between Level 1 and Level 2 of the fair value hierarchy;
- The policy for timing of transfers between levels; and
- The valuation processes for Level 3 fair value measurements.

The following disclosure requirements were added to Topic 820:

- The changes in unrealized gains and losses for the period included in other comprehensive income for recurring Level 3 fair value measurements at the end of the reporting period; and
- The range and weighted average of significant unobservable inputs used to develop Level 3 fair value measurements.

ASU 2018-13 will be effective for annual reporting periods (including interim periods) beginning after December 15, 2019, and early adoption will be permitted. The Company is currently evaluating the impact of ASU 2018-13 and plans to adopt the guidance effective January 1, 2020.

F-16

---

Table of Contents

## 3. SUPPLEMENTAL DISCLOSURE TO CONSOLIDATED STATEMENTS OF CASH FLOWS

	Years ended		
	2018	2017	2016
	(Dollars in thousands)		
Cash paid during the year for:			
Interest	\$126,648	\$113,710	\$110,351
Taxes	4,163	2,155	460
Noncash Activities:			
Security deposits applied to rent receivables, other assets, maintenance payment liability and rentals received in advance	1	2,045	—
Maintenance payment liability applied to rent receivables, maintenance rights, rentals received in advance and other liabilities	25,837	68	—
Other liabilities applied to maintenance payment liability, security deposits and rent receivables	5,520	676	2,550
Noncash investing activities:			
Aircraft improvement	10,870	192	5,245
Noncash activities in connection with purchase of flight equipment:			
Security deposits and maintenance payment liabilities assumed	29,860	—	—
Shares issued	49,867	—	—
Other	—	3,979	6,388
Noncash activities in connection with sale of flight equipment	2,648	—	78,722

## 4. INVESTMENT IN FINANCE LEASE

At each of December 31, 2018 and 2017, the Company had one investment in finance lease, which was reclassified from an operating lease to a finance lease during the fourth quarter of 2016. As a result of this reclassification, the Company recognized a gain of \$2.7 million during the year ended December 31, 2016. The implicit interest rate in this finance lease was 5%. During the years ended December 31, 2018, 2017 and 2016, the Company recognized finance lease revenue totaling \$0.7 million, \$0.7 million and \$2.1 million, respectively.

The Company's net investment in finance lease consisted of the following (dollars in thousands):

	December 31, 2018	December 31, 2017
Total minimum lease payments receivable	\$ 11,400	\$ 13,200
Estimated unguaranteed residual value of leased asset	4,227	4,227
Unearned finance income	(2,805)	(3,481)
Net Investment in Finance Lease	\$ 12,822	\$ 13,946

During the year ended December 31, 2016, the Company sold its other investment in finance lease and recognized a \$4.2 million gain on sale of aircraft.

Presented below are the contracted future minimum rental payments due under the non-cancellable finance lease, as of December 31, 2018.

Year ending December 31,	(Dollars in thousands)
2019	\$ 1,800
2020	1,800
2021	1,800
2022	1,800

Edgar Filing: Fly Leasing Ltd - Form 20-F

2023	1,800
Thereafter	2,400
Future minimum rental payments under finance lease	\$ 11,400

F-17

---

Table of Contents

5. FLIGHT EQUIPMENT HELD FOR SALE

On November 30, 2018, the Company agreed to sell 12 aircraft to Horizon Aircraft Finance I Limited and Horizon Aircraft Finance I LLC (together, “Horizon”) for an aggregate amount of approximately \$295 million, subject to adjustment based on rents and maintenance reserves in respect of the aircraft. The Company delivered three of these aircraft to Horizon in 2018 and recognized a gain of \$7.9 million. Fly has delivered eight aircraft to Horizon subsequent to December 31, 2018 and expects to deliver the last aircraft in the first quarter of 2019.

Also, during the fourth quarter of 2018, the Company agreed to sell three other aircraft to a third party. At December 31, 2018, the Company had a total of 12 aircraft classified as flight equipment held for sale.

During the third quarter of 2017, the Company reclassified one aircraft as flight equipment held for sale as the lessee notified the Company of its election to purchase this aircraft. This aircraft was sold for a gain of \$3.9 million in the fourth quarter of 2017. At December 31, 2017, the Company had no flight equipment held for sale.

In 2016, the Company sold 13 aircraft classified as flight equipment held for sale and recognized a gain of \$5.0 million.

6. FLIGHT EQUIPMENT HELD FOR OPERATING LEASE

As of December 31, 2018, the Company had 100 aircraft and seven engines held for operating lease on lease to 43 lessees in 24 countries. As of December 31, 2017, the Company had 84 aircraft held for operating lease, of which 82 aircraft were on lease to 43 lessees in 27 countries, and two aircraft were off-lease.

During the year ended December 31, 2018, the Company purchased 34 aircraft and seven engines held for operating lease, and capitalized \$820.9 million. During the year ended December 31, 2017, the Company purchased ten aircraft held for operating lease, and capitalized \$438.1 million.

On February 28, 2018, the Company entered into the Share Purchase Agreement (as amended, the “SPA”) with its subsidiary, Fly Aladdin Holdings Limited (“Fly Aladdin”), AirAsia Group Berhad, as successor to AirAsia Berhad (“AirAsia”), and its subsidiary, Asia Aviation Capital Limited (“AACL”) with respect to the AirAsia Transactions. Under the terms of the SPA, the Company agreed to acquire a portfolio of 33 Airbus A320-200 aircraft and seven engines on operating leases to the AirAsia Group (“Portfolio A”), and one Airbus A320-200 aircraft on operating lease to a third-party airline. As of December 31, 2018, 33 Airbus A320-200 aircraft and seven engines in Portfolio A were transferred to the Company. Under the terms of the SPA, the delivery period expired in the fourth quarter of 2018. At expiry, one Airbus A320-200 aircraft on operating lease to a third-party airline had not been transferred, and the parties’ obligations under the SPA to purchase and sell this aircraft expired. Accordingly, the Company has completed the transfer of all aviation assets from AACL in the Portfolio A transactions.

In addition, on February 28, 2018, the Company entered into agreements pursuant to which it agreed to acquire 21 Airbus A320neo family aircraft to be leased to the AirAsia Group as the aircraft deliver between 2019 and 2021 (“Portfolio B”), and pursuant to which it acquired options to purchase up to 20 Airbus A320neo family aircraft, not subject to lease, which deliver from the manufacturer between 2019 and 2025 (“Portfolio C”). The Company did not exercise its options with respect to any of the Portfolio C aircraft delivering in 2019. The Company has options to purchase up to 17 Portfolio C aircraft delivering between 2020 and 2025.

In accordance with GAAP, the Company allocated the purchase price in connection with the AirAsia Transactions to individual aircraft acquired, maintenance rights, orderbook value, lease discounts, security deposits and maintenance payment liability based on their relative fair values. Fair values were estimated based on independent appraised values of aircraft and leases, and discounted cashflow valuation models.



The Portfolio A aircraft were recorded as flight equipment held for operating lease at their allocated values as they were transferred by the seller. The Portfolio B orderbook value, reflected on the Company's balance sheet in "Other assets, net", was recorded on a pro-rata basis as each aircraft in Portfolio A was transferred. The orderbook value consists of individual values for the 21 Portfolio B aircraft and will be recognized into flight equipment held for operating lease as each aircraft is acquired between 2019 and 2021. Until each Portfolio B aircraft is delivered, the Company capitalizes interest into the orderbook value based on a weighted-average cost of debt. As part of the Portfolio B arrangement, the Company has committed to lease the acquired Portfolio B aircraft to the AirAsia Group at lease rates that the Company has determined are more favorable to the lessees than the future market lease rates projected by third-party appraisers. The Company allocated purchase price to the lease discount based on relative fair value. No value was assigned to Portfolio C as it does not meet the GAAP definition of an asset or liability.

F-18

---

Table of Contents

The following balances related to the AirAsia Transactions are included in the Company's balance sheet (dollars in thousands):

	December 31, 2018
Flight equipment held for sale, net	\$ 163,236
Flight equipment held for operating lease, net	605,058
Maintenance rights	189,864
Other assets, net (Portfolio B orderbook value)	103,951
Security deposits	14,477
Maintenance payment liability, net	22,743
Other liabilities (lease discounts)	25,539

During the fourth quarter of 2018, the Company reclassified eight aircraft from Portfolio A to flight equipment held for sale (see Note 5).

In addition to the three aircraft sold as indicated in Note 5, the Company sold three other aircraft held for operating lease and recognized a gain of \$5.5 million during the year ended December 31, 2018. The Company did not sell any aircraft during the year ended December 31, 2017 other than the one aircraft reclassified as flight equipment held for sale (see Note 5). During the year ended December 31, 2016, the Company sold 13 aircraft held for operating lease, 12 of which generated a \$15.2 million gain. The Company recorded a gain on debt extinguishment of \$0.6 million with the sale of the last aircraft, which was financed by a secured borrowing. The sale proceeds were paid to the lender as full and final discharge of the associated debt.

The Company did not recognize any aircraft impairment in 2018.

In 2017, the Company had two aircraft on lease to Air Berlin, including one Airbus A321-200 aircraft (manufactured in 2015) and one Airbus A330-200 aircraft (manufactured in 2001). In August 2017, Air Berlin commenced insolvency proceedings in Germany and the United States. As a result of these insolvency proceedings, the Company assessed both aircraft leased to Air Berlin for impairment. During the year ended December 31, 2017, the Company recognized aircraft impairment of \$22.0 million related to the Airbus A330-200 aircraft. The lease was terminated, and this aircraft was returned to the Company and re-leased to another airline in January 2018. The Company did not recognize aircraft impairment on the Airbus A321-200 aircraft.

During the year ended December 31, 2016, the Company recognized aircraft impairment of \$96.1 million related to one narrow-body aircraft and three wide-body aircraft. The Company sold the narrow-body aircraft in the third quarter of 2016, with proceeds paid to the lender in full satisfaction of the associated debt.

Flight equipment held for operating lease consists of the following (dollars in thousands):

	December 31, 2018	December 31, 2017
Cost	\$ 3,900,938	\$ 3,574,202
Accumulated depreciation	(672,920)	(612,458)
Flight equipment held for operating lease, net	\$ 3,228,018	\$ 2,961,744

The Company capitalized \$16.4 million and \$7.4 million of major maintenance for the years ended December 31, 2018 and 2017, respectively.

The classification of the net book value of flight equipment held for operating lease, net and operating lease revenue by geographic region in the tables and discussion below is based on the principal operating location of the lessees.



Table of Contents

The distribution of the net book value of flight equipment held for operating lease by geographic region is as follows (dollars in thousands):

	December 31, 2018		December 31, 2017	
Europe:				
United Kingdom	\$ 169,763	5 %	\$ 128,116	4 %
Spain	168,534	5 %	175,593	6 %
Turkey	22,843	1 %	135,764	5 %
Other	242,711	8 %	251,345	8 %
Europe — Total	603,851	19 %	690,818	23 %
Asia and South Pacific:				
India	690,193	21 %	601,072	20 %
Philippines	276,237	9 %	268,504	9 %
Indonesia	296,390	9 %	204,840	7 %
Malaysia	394,441	12 %	76,706	3 %
China	177,393	5 %	186,083	6 %
Other	161,330	6 %	75,665	2 %
Asia and South Pacific — Total	1,995,984	62 %	1,412,870	47 %
Mexico, South and Central America — Total	58,202	2 %	162,274	6 %
North America:				
United States	126,498	4 %	147,580	5 %
Other	49,320	1 %	52,182	2 %
North America — Total	175,818	5 %	199,762	7 %
Middle East and Africa:				
Ethiopia	312,977	10 %	322,896	11 %
Other	81,186	2 %	116,273	4 %
Middle East and Africa — Total	394,163	12 %	439,169	15 %
Off-Lease — Total	—	—	56,851	2 %
Total flight equipment held for operating lease, net	\$ 3,228,018	100 %	\$ 2,961,744	100 %

Table of Contents

The distribution of operating lease revenue by geographic region for the years ended December 31, 2018, 2017 and 2016 is as follows (dollars in thousands):

	Years ended		2017		2016	
	2018					
Europe:						
United Kingdom	\$31,259	8 %	\$29,182	8 %	\$34,498	11 %
Spain	17,267	4 %	11,199	3 %	5,361	2 %
Turkey	12,114	3 %	17,103	5 %	24,593	8 %
Germany	—	—	26,457	8 %	13,836	4 %
Other	31,995	8 %	29,180	9 %	28,394	9 %
Europe — Total	92,635	23 %	113,121	33 %	106,682	34 %
Asia and South Pacific:						
India	87,492	22 %	64,381	18 %	39,640	13 %
Philippines	35,009	9 %	29,825	9 %	29,129	9 %
Indonesia	32,336	8 %	16,308	5 %	8,320	3 %
Malaysia	26,748	7 %	8,767	3 %	2,647	1 %
China	21,103	5 %	22,611	6 %	23,882	8 %
Other	18,756	4 %	10,496	3 %	16,320	4 %
Asia and South Pacific — Total	221,444	55 %	152,388	44 %	119,938	38 %
Mexico, South and Central America — Total	11,415	3 %	17,565	5 %	17,707	6 %
North America:						
United States	20,147	5 %	17,647	5 %	24,591	8 %
Other	6,242	2 %	6,237	2 %	6,223	2 %
North America — Total	26,389	7 %	23,884	7 %	30,814	10 %
Middle East and Africa:						
Ethiopia	30,019	8 %	30,018	9 %	30,084	10 %
Other	17,612	4 %	9,918	2 %	8,357	2 %
Middle East and Africa — Total	47,631	12 %	39,936	11 %	38,441	12 %
Total Operating Lease Revenue	\$399,514	100 %	\$346,894	100 %	\$313,582	100 %

In each of the years ended December 31, 2018, and 2017, the Company had one customer (Air India) that accounted for 10% or more of total operating lease revenue. No customer accounted for 10% or more of total operating lease revenue for the year ended December 31, 2016.

At December 31, 2018, the Company had two lessees, which leased a total of three aircraft, on non-accrual status, as the Company had determined that it was not probable that the economic benefits of the leases would be received by the Company, principally due to (i) the lessees' failure to pay rent and overhaul payments and (ii) the Company's evaluation of the lessees' payment history. At December 31, 2017 and 2016, no lessees were on non-accrual status.

Following the Air Berlin insolvency proceedings in August 2017, the Company had placed Air Berlin on non-accrual status and recognized revenue from the two aircraft leased to Air Berlin only as cash was received, including the application of any security deposits and letters of credit. Air Berlin returned both aircraft to the Company and the Company recognized \$16.6 million of end of lease income during the fourth quarter of 2017.

For the years ended December 31, 2018, 2017 and 2016, the Company recognized end of lease income, which is included in operating lease revenue, of \$20.3 million, \$17.8 million and \$8.9 million, respectively.

As of December 31, 2018 and 2017, the weighted average remaining lease term of the Company's aircraft held for operating lease was 5.9 years and 6.3 years, respectively.



Table of Contents

Presented below are the contracted future minimum rental payments due under non-cancellable operating leases for flight equipment held for operating lease, as of December 31, 2018. For leases that have floating rental rates, the future minimum rental payments assume that the rental payment due as of December 31, 2018 is held constant for the duration of the lease.

Year ending December 31,	(Dollars in thousands)
2019	\$ 403,535
2020	372,432
2021	323,232
2022	272,427
2023	227,535
Thereafter	661,006
Future minimum rental payments under operating leases	\$ 2,260,167

For the years ended December 31, 2018, 2017 and 2016, amortization of lease incentives recorded as a reduction of operating lease revenue totaled \$9.7 million, \$7.7 million and \$8.9 million, respectively. At December 31, 2018, lease incentive amortization for the next five years and thereafter is as follows (dollars in thousands):

Year ending December 31,	
2019	\$7,432
2020	4,652
2021	3,243
2022	2,744
2023	1,543
Thereafter	939
Future amortization of lease incentives	\$20,553

## 7. MAINTENANCE RIGHTS

Changes in maintenance right assets, net of maintenance right liabilities, during the years ended December 31, 2018 and 2017 were as follows (dollars in thousands):

	December 31, 2018	December 31, 2017
Maintenance rights, net beginning balance	\$ 131,299	\$ 101,969
Acquisitions	189,864	25,033
Capitalized to aircraft improvements	(9,240)	(192)
Maintenance rights settled with retained maintenance payments	(2,369)	(465)
Cash receipts from maintenance rights	(3,013)	—
Maintenance rights associated with aircraft sold	(8,334)	4,954
Maintenance rights, net ending balance	\$ 298,207	\$ 131,299

## 8. OTHER ASSETS

The principal components of the Company's other assets are as follows (dollars in thousands):

	December 31, 2018	December 31, 2017
Value added tax receivables, net	\$ 6,016	\$ 2,915
Investment in unconsolidated subsidiary	2,908	8,196
Portfolio B orderbook value (see Note 6)	103,951	—
Horizon I Limited equity certificates	5,747	—

Edgar Filing: Fly Leasing Ltd - Form 20-F

Other assets	6,338	6,055
Total other assets	\$ 124,960	\$ 17,166

During the fourth quarter of 2018, the Company purchased \$5.7 million of equity certificates issued by Horizon I Limited. The investment was initially accounted for at cost and changes in fair value will be recognized into income. The Company has entered into a seven-year lock-up agreement in connection with the equity certificates.

F-22

---



Table of Contents

The Company has a 57.4% interest in Fly-Z/C Aircraft Holdings LP (“Fly-Z/C LP”). Summit Aviation Partners LLC (“Summit”) has a 10.2% interest in the joint venture. A subsidiary of BBAM Limited Partnership (“BBAM LP”) is the general partner of the joint venture. The joint venture owns one aircraft. During the year ended December 31, 2018, the Company received cash distributions of \$5.2 million. During the years ended December 31, 2017 and 2016, the Company received no distributions.

## 9. UNSECURED BORROWINGS

	Balance as of	
	December	
	31, 2018	December 31, 2017
	(Dollars in thousands)	
Outstanding principal balance:		
2021 Notes	\$ 325,000	\$ 325,000
2024 Notes	300,000	300,000
Total outstanding principal balance	625,000	625,000
Unamortized debt discounts and loan costs	(7,336 )	(9,078 )
Unsecured borrowings, net	\$617,664	\$ 615,922

On December 11, 2013, the Company sold \$300.0 million aggregate principal amount of unsecured 6.75% Senior Notes due 2020 (together with the Additional 2020 Notes (as defined below), the “2020 Notes”). In connection with the issuance, the Company paid an underwriting discount totaling \$8.5 million.

On October 3, 2014, the Company sold \$75.0 million aggregate principal amount of unsecured 6.75% Senior Notes due 2020 (the “Additional 2020 Notes”) and \$325.0 million aggregate principal amount of 6.375% Senior Notes due 2021 (the “2021 Notes”). The Additional 2020 Notes were issued as additional notes under the 2020 Notes indenture and were sold at a price equal to 104.75% of the principal amount thereof. The 2021 Notes were issued under an indenture containing substantially similar terms as the indenture governing the 2020 Notes and were sold at par. In connection with these issuances, the Company paid a net underwriting discount totaling \$3.4 million.

On October 16, 2017, the Company sold \$300.0 million aggregate principal amount of unsecured 5.250% Senior Notes due 2024 (the “2024 Notes”). The net proceeds to the Company were approximately \$294.2 million, after deducting the underwriters’ discounts and commissions and offering expenses paid by the Company. The Company used the net proceeds from the sale of the 2024 Notes, together with cash on hand, to redeem all \$375.0 million of its outstanding 2020 Notes on December 15, 2017. In connection with the redemption, the Company incurred debt extinguishment costs totaling \$19.7 million.

The 2021 Notes and 2024 Notes are senior unsecured obligations of the Company and rank pari passu in right of payment with any existing and future senior unsecured indebtedness of the Company. The 2021 Notes have a maturity date of October 15, 2021 and the 2024 Notes have a maturity date of October 15, 2024.

Interest on the 2021 Notes and 2024 Notes is payable semi-annually on April 15 and October 15 of each year. As of each of December 31, 2018 and 2017, accrued interest on unsecured borrowings totaled \$7.7 million.

## 2021 Notes

The Company may redeem the 2021 Notes, in whole or in part, at the redemption prices listed below, plus accrued and unpaid interest to the redemption date.

If redeemed during the 12-month period commencing on October 15 of the years set forth below: Redemption Price

2018	103.188	%
2019	101.594	%
2020 and thereafter	100.000	%

## 2024 Notes

At any time prior to October 15, 2020, the Company may redeem up to 35% of the original principal amount of the 2024 Notes with the proceeds of certain equity offerings at a redemption price of 105.250% of the principal amount thereof, together with accrued and unpaid interest to, but not including, the date of redemption. On and after October 15, 2020, the Company may redeem the 2024 Notes, in whole or in part, at the redemption prices listed below, plus accrued and unpaid interest to the redemption date.

F-23

---

Table of Contents

If redeemed during the 12-month period commencing on October 15 of the years set forth below: Redemption Price		
2020	102.625	%
2021	101.313	%
2022 and thereafter	100.000	%

At any time prior to October 15, 2020, the Company may also redeem all or a portion of the 2024 Notes at par, plus accrued and unpaid interest to the redemption date and a “make-whole premium” equal to the present value of all future interest payments called for under the indenture.

Pursuant to the indentures governing the 2021 Notes and 2024 Notes, the Company is subject to restrictive covenants which relate to dividend payments, incurrence of debt and issuance of guarantees, incurrence of liens, repurchases of common shares, investments, disposition of aircraft, consolidation, merger or sale of the Company and transactions with affiliates. The Company is also subject to certain operating covenants, including reporting requirements. The Company’s failure to comply with any of the covenants under the indentures governing the 2021 Notes or 2024 Notes could result in an event of default which, if not cured or waived, may result in the acceleration of the indebtedness thereunder and other indebtedness containing cross-default or cross-acceleration provisions. Certain of these covenants will be suspended if the 2021 Notes or 2024 Notes obtain an investment grade rating.

The indentures governing the 2021 Notes and the 2024 Notes contain customary events of default with respect to the notes of each series, including (i) default in payment when due and payable of principal or premium, (ii) default for 30 days or more in payment when due of interest, (iii) failure by the Company or any restricted subsidiary for 60 days after receipt of written notice given by the trustee or the holders of at least 25% in aggregate principal amount of the notes of such series then issued and outstanding to comply with any of the other agreements under the indenture, (iv) default in any of the aircraft owning entities in respect of obligations in excess of \$50.0 million, which holders of such obligation accelerate or demand repayment of amounts due thereunder, (v) failure by the Company or any significant subsidiary to pay final judgments aggregating in excess of \$50.0 million for 60 days after such judgment becomes final, subject to certain non-recourse exceptions, and (vi) certain events of bankruptcy or insolvency with respect to us or a significant subsidiary. As of December 31, 2018, the Company was not in default under the indentures governing the 2021 Notes or the 2024 Notes.

## 10. SECURED BORROWINGS

The Company’s secured borrowings, net balance as of December 31, 2018 and 2017 are presented below (dollars in thousands):

	Outstanding principal balance as of December 31,		Weighted average interest rate <sup>(1)</sup> as of December 31,		Maturity date
	2018 <sup>(2)</sup>	2017 <sup>(2)</sup>	2018	2017	
Securitization Notes	\$85,584	\$101,551	3.08 %	3.06 %	November 2033
Nord LB Facility	108,882	153,176	4.29 %	4.47 %	January 2020
CBA Facility	—	49,080	—	5.53 %	N/A
Term Loan	407,768	431,271	5.17 %	4.25 %	February 2023
Magellan Acquisition Limited Facility	305,226	331,768	4.18 %	3.15 %	December 2025
Fly Acquisition III Facility	190,457	86,520	4.10 %	3.41 %	February 2022
Fly Aladdin Acquisition Facility	467,179	—	4.59 %	—	June 2020 – June 2023
Fly Aladdin Engine Funding Facility	43,829	—	4.95 %	—	December 2021 – April 2022
Other Aircraft Secured Borrowings	807,882	905,525	4.44 %	3.83 %	December 2020 – June 2028
Total outstanding principal balance	2,416,807	2,058,891			
	(36,938 )	(29,216 )			

Unamortized debt discounts and loan  
costs

Total secured borrowings, net                    \$2,379,869    \$2,029,675

---

(1) Represents the contractual interest rates and effect of derivative instruments and excludes the amortization of debt discounts and debt issuance costs.

(2) As of December 31, 2018 and 2017, accrued interest on secured borrowings totaled \$10.9 million and \$6.6 million, respectively.

The Company is subject to restrictive covenants under its secured borrowings which relate to the incurrence of debt, issuance of guarantees, incurrence of liens or other encumbrances, the acquisition, substitution, disposition and re-lease of aircraft, maintenance, registration and insurance of its aircraft, restrictions on modification of aircraft and capital expenditures, and requirements to maintain concentration limits.

F-24

---

### Table of Contents

The Company's loan agreements include events of default that are customary for these types of secured borrowings. The Company's failure to comply with any restrictive covenants, or any other operating covenants, may trigger an event of default under the relevant loan agreement. In addition, certain of the Company's loan agreements contain cross-default provisions that could be triggered by a default under another loan agreement.

As of December 31, 2018, the Company was not in default under any of its secured borrowings.

### Securitization Notes

At December 31, 2018, Fly's subsidiary, B&B Air Funding, had \$85.6 million principal amount outstanding on its aircraft lease-backed Class G-1 notes (the "Securitization Notes"), which were secured by nine aircraft. The final maturity date of the Securitization Notes is November 14, 2033. The Securitization Notes are non-recourse obligations to Fly.

The Securitization Notes bear interest at an adjustable interest rate equal to the current one-month LIBOR plus 0.77%. Interest expense also includes amounts payable to the provider of a financial guaranty insurance policy and the liquidity facility provider thereunder, as well as accretion on the Securitization Notes re-issued at a discount. Interest and any principal payments due are payable monthly.

All cash collected, including sale proceeds from the aircraft financed by the Securitization Notes, is applied to service the outstanding balance of the Securitization Notes, after the payment of certain expenses and other costs, including interest, interest rate swap payments, and the fees to the policy provider in accordance with those agreements.

B&B Air Funding may, on any future payment date, redeem the Securitization Notes in whole or from time to time in part for an amount equal to the outstanding principal amount, together with accrued and unpaid interest to, but excluding, the date fixed for redemption. Redemption prior to acceleration of the Securitization Notes may be of all or any part of the Securitization Notes. Redemption after acceleration of the Securitization Notes upon default may only be for all of the Securitization Notes.

The Securitization Notes are secured by (i) first priority, perfected security interests in and pledges or assignments of equity ownership and beneficial interests in the subsidiaries of B&B Air Funding; (ii) interests in the leases of the associated aircraft; (iii) cash held by the subsidiaries of B&B Air Funding; and (iv) rights under agreements with BBAM, the initial liquidity facility provider, hedge counterparties and the policy provider. Rentals paid under leases are placed in the collections account and paid out according to a priority of payments set forth in the indenture. The Securitization Notes are also secured by a lien or similar interest in any of the aircraft B&B Air Funding currently owns that are registered in the United States or Ireland. B&B Air Funding may not encumber the aircraft it currently owns or incur additional indebtedness except as permitted under the securitization-related documents.

B&B Air Funding is subject to operating covenants which relate to, among other things, its operations, disposition of aircraft, lease concentration limits, and restrictions on the modification of aircraft and capital expenditures. A breach of the covenants could result in the acceleration of the Securitization Notes and exercise of remedies available in relation to the collateral, including the sale of aircraft at public or private sale.

In connection with the issuance of the Securitization Notes, B&B Air Funding entered into a revolving credit facility ("Securitization Note Liquidity Facility") that provides additional liquidity of up to \$60.0 million. Subject to the terms and conditions of the Securitization Note Liquidity Facility, advances may be drawn for the benefit of the Securitization Note holders to cover certain expenses of B&B Air Funding, including maintenance expenses, interest rate swap payments and interest on the Securitization Notes. Advances shall bear interest at one-month LIBOR plus a spread of 1.20%. A commitment fee of 0.40% per annum is due and payable on each payment date based on the unused portion of the Securitization Note Liquidity Facility. As of each of December 31, 2018 and 2017, B&B Air

Funding had not drawn on the Securitization Note Liquidity Facility.

The financial guaranty insurance policy (the “Policy”) issued by the Policy Provider supports the payment of interest due on the Notes and the payment of the outstanding principal balance of the Securitization Notes on the final maturity date and, under certain circumstances, prior thereto. A downgrade of the policy provider’s credit rating or its failure to meet its obligations under the Policy will not have a direct impact on B&B Air Funding’s obligations or rights under the Securitization Notes.

#### Nord LB Facility

As of December 31, 2018, the Company had \$108.9 million principal amount outstanding under its non-recourse debt facility with Norddeutsche Landesbank Girozentrale (the “Nord LB Facility”), which was secured by five aircraft. The Nord LB Facility is structured with loans secured by each aircraft individually. The loans are cross-collateralized and contain cross-default provisions. Borrowings are secured by Fly’s equity interests in the aircraft owning and leasing subsidiaries, the related leases, and certain deposits. Prior to November 14, 2018, the loans bore interest at one-month LIBOR plus a margin of 3.30%. Effective on November 14, 2018, the Company amended each of the loans under the Nord LB Facility to (i) extend the maturity date from November 14, 2018 to January 14, 2020 and (ii) reduce the margin to 1.85%.

F-25

---

### Table of Contents

Under the terms of the Nord LB Facility, the Company applies 95% of lease rentals collected towards interest and principal. If no lease rental payments are collected in the applicable period for any financed aircraft, then no payment is due under the loan associated with that aircraft during such period. Any unpaid interest increases the principal amount of the associated loan.

In the event the Company sells any of the financed aircraft, substantially all sale proceeds (after payment of certain expenses) must first be used to repay the debt associated with such aircraft and then to repay the outstanding amounts which finance the remaining aircraft. In addition, any maintenance reserve amounts retained by the Company will be used to prepay the Nord LB Facility, provided such reserves are not required for future maintenance of such aircraft.

Upon termination or expiration of a lease other than by sale, no payments are due with respect to the outstanding loan associated with that aircraft until the earlier of (i) six months from such termination or expiration and (ii) the date on which the aircraft is re-leased. Interest during this period increases the outstanding balance under the facility. The Company must pay interest with respect to any aircraft that remains off-lease after six months, and if such aircraft continues to be off-lease after twelve months, the Company must pay debt service equal to 85% of the lease rate under the prior lease agreement. The lenders may require payment in full or foreclose on an aircraft that remains off-lease after 24 months but may not foreclose on any other aircraft in the facility.

An event of default with respect to the loan on any aircraft will trigger an event of default on the loans with respect to every other financed aircraft. A default by any of the aircraft owning entities in respect of obligations in excess of \$10.0 million and holders of such obligation accelerate or demand repayment of amounts due thereunder would constitute an event of default.

### CBA Facility

The Company had a recourse debt facility with Commonwealth Bank of Australia and CommBank Europe Limited (the "CBA Facility"), which was secured by four aircraft. During the third quarter of 2018, the Company repaid in full the outstanding principal balance of \$44.3 million under the CBA Facility. There was no prepayment penalty associated with such repayment.

### Term Loan

As of December 31, 2018, the Company had \$407.8 million principal amount outstanding under its senior secured term loan (the "Term Loan"), which was secured by 29 aircraft. Fly has guaranteed all payments under the Term Loan. The Term Loan bears interest at three-month LIBOR plus a margin of 2.00%. The Term Loan can be prepaid in whole or in part without penalty.

On October 19, 2016, the Company amended the Term Loan to extend the maturity date from August 2019 to February 2022. In connection with this amendment, the Company paid a one-time fee of 0.25% on the then outstanding principal amount under the Term Loan to its lenders. The Company also expensed \$2.3 million as debt extinguishment costs.

On April 28, 2017, the Company amended the Term Loan to (i) reduce the margin from 2.75% to 2.25%, (ii) eliminate the LIBOR floor of 0.75% and (iii) extend the maturity date from February 2022 to February 2023. The Company also upsized the Term Loan by \$50.0 million. On November 1, 2017, the Company further amended the Term Loan to reduce the margin from 2.25% to 2.00%. During the year ended December 31, 2017, the Company incurred debt extinguishment costs totaling \$3.0 million in connection with these amendments.

The Term Loan requires that the Company maintain a maximum loan-to-value ratio of 70.0% based on the lower of the mean or median of half-life adjusted base values of the financed aircraft as determined by three independent

appraisers. The Term Loan contains certain concentration limits with respect to types of aircraft which can be financed in the Term Loan, as well as geographic and single lessee concentration limits. These concentration limits apply upon the acquisition, sale, removal or substitution of an aircraft. The Term Loan also includes certain customary covenants, including reporting requirements and maintenance of credit ratings.

An event of default under the Term Loan includes any of the aircraft owning entities defaulting in respect of obligations in excess of \$50.0 million and holders of such obligation accelerate or demand repayment of amounts due thereunder.

#### Magellan Acquisition Limited Facility

As of December 31, 2018, the Company had \$305.2 million principal amount outstanding in loans and notes under its term loan facility (“Magellan Acquisition Limited Facility”), which was secured by nine aircraft. The Magellan Acquisition Limited Facility has a maturity date of December 8, 2025. Fly has guaranteed all payments under this facility.

F-26

---



### Table of Contents

The interest rate on the loans is based on one-month LIBOR plus an applicable margin of 1.65% per annum. The interest rate on the notes is a fixed rate of 3.93% per annum.

The facility contains financial and operating covenants, including a covenant that Fly maintain a tangible net worth of at least \$325.0 million, as well as customary reporting requirements. The borrower is required to maintain an initial loan-to-value ratio of less than or equal to 75% based on the lower of the average half-life adjusted current market value and base value of all aircraft financed under the facility as determined by three independent appraisers. A violation of any of these covenants could result in a default under the Magellan Acquisition Limited Facility. In addition, upon the occurrence of certain conditions including a failure by Fly to maintain a minimum liquidity of at least \$25.0 million, the borrower will be required to deposit certain amounts of maintenance reserves and security deposits received into accounts pledged to the security trustee.

Upon the sale of an aircraft, the borrower may substitute aircraft into the Magellan Acquisition Limited Facility subject to certain conditions. The substitute aircraft must be equal to or greater than the appraised value of the aircraft being substituted. The borrower must be in compliance with the concentration limits after such substitution.

An event of default under the Magellan Acquisition Limited Facility includes a default in respect of the Fly's recourse obligations in excess of \$50.0 million and holders of such obligation accelerate or demand repayment of amounts due thereunder.

### Fly Acquisition III Facility

As of December 31, 2018, the Company had \$190.5 million principal amount outstanding under its revolving credit facility (the "Fly Acquisition III Facility"), which was secured by nine aircraft. The availability period under the Fly Acquisition III Facility expired on February 26, 2019. The facility has a maturity date of February 26, 2022 and all payments are guaranteed by Fly.

The Company paid commitment fees of 0.50% to 0.75% per annum to the lenders on the undrawn amount of their commitment from February 26, 2016 until February 26, 2019.

The interest rate under the facility is based on one-month LIBOR plus an applicable margin of, (i) from February 26, 2016 through February 26, 2019, 2.00%, (ii) from February 27, 2019 through February 26, 2020, 2.50% and (iii) from February 27, 2020 through the maturity date, 3.00%.

The Fly Acquisition III Facility contains financial and operating covenants, including covenants that Fly maintain a tangible net worth of at least \$325.0 million and that Fly Acquisition III maintain a specified interest coverage ratio, as well as customary reporting requirements. Violation of any of these covenants could result in an event of default under the facility. Also, upon the occurrence of certain conditions, including a failure by Fly to maintain a minimum liquidity of at least \$25.0 million, Fly Acquisition III will be required to deposit maintenance reserves and security deposits received from lessees into accounts pledged to the security trustee.

An event of default under the Fly Acquisition III Facility includes a default in respect of the Company's recourse obligations in excess of \$50.0 million and holders of such an obligation accelerate or demand repayment of amounts due thereunder.

### Fly Aladdin Acquisition Facility

On June 15, 2018, Fly, through its wholly-owned subsidiaries, entered into a term loan facility with a consortium of lenders (the "Fly Aladdin Acquisition Facility") to finance the acquisition of 29 Airbus A320-200 aircraft on operating leases to the AirAsia Group.

The Fly Aladdin Acquisition Facility provided for borrowings of up to \$574.5 million, including \$143.6 million Series A loans with a final maturity date of June 15, 2020, and \$430.9 million Series B loans with a final maturity date of June 15, 2023. The Company may elect, at any time prior to May 16, 2020, to extend the maturity date in respect of Series A loans having an original principal amount no greater than 40% of the original drawn amount to January 15, 2021. As of December 31, 2018, an aggregate of \$467.2 million principal amount was outstanding under the Fly Aladdin Acquisition Facility, including \$55.9 million Series A loans and \$411.3 million Series B loans, which were secured by 24 aircraft. The Company paid aggregate arrangement and commitment fees of approximately \$9.5 million to the lenders in 2018.

During the fourth quarter of 2018, the Company prepaid \$81.1 million of debt and wrote off approximately \$0.9 million of unamortized loan costs and debt discounts as debt extinguishment costs. The aircraft associated with the debt prepayment were sold during the first quarter of 2019.

The interest rate on the loans is based on three-month LIBOR, plus an applicable margin of 1.50% per annum for the Series A loans, 1.80% per annum for the Series B loans, and 2.50% per annum during the extension term for any Series A loans that the Company elects to extend. The Company makes scheduled quarterly payments of principal and interest on each loan in accordance with a fixed amortization schedule.

### Table of Contents

Borrowings are secured by the aircraft and related leases, and the equity and beneficial interests in the aircraft owning and leasing subsidiaries. In addition, Fly has provided a guaranty of certain of the representations, warranties and covenants under the Fly Aladdin Acquisition Facility (including, without limitation, the borrowers' special purpose covenants), as well as the obligations, upon the occurrence of certain conditions, to deposit maintenance reserves and security deposits received into pledged accounts.

The borrowers are required to maintain (i) a debt service coverage ratio of at least 1.15:1.00, (ii) an initial loan-to-value ratio equal to 72.5% and (iii) that 85% of aircraft financed under the facility (a) are on lease, (b) have been subject to a lease in the previous six months or (c) are subject to a letter of intent for a re-lease or sale. The tests in (ii) and (iii) are based on the average of the most recent half-life adjusted current market value of all aircraft financed under the facility, as determined by three independent appraisers on a semi-annual basis. Upon the occurrence of (i) a breach of the debt service coverage ratio continuing for two consecutive quarterly payment dates, (ii) an event of default that is continuing under the Fly Aladdin Acquisition Facility, or (iii) a default under any mortgage, indenture or instrument under which there is issued, or which secures or evidences, any recourse indebtedness of the Company in an aggregate principal amount exceeding \$50.0 million, Fly will be required to deposit, or cause the borrowers to deposit, all maintenance reserves and security deposits received under the associated leases into pledged accounts. Upon the occurrence of a breach, on any payment date, of the loan-to-value ratio or the utilization test described above, and certain other events, all cash collected will be applied to repay the outstanding principal balance of the Series A and Series B loans until such breach is cured.

The Fly Aladdin Acquisition Facility contains geographic and single lessee concentration limits, which apply upon the acquisition, sale, removal or substitution of an aircraft, as well as aircraft type eligibility for any aircraft substitution. Upon the sale of an aircraft, the borrowers may substitute an Airbus A320 or A321 model aircraft on operating lease to the AirAsia Group into the Fly Aladdin Acquisition Facility subject to certain conditions. The facility also includes certain customary covenants, including reporting requirements. A violation of any of these covenants could result in a default under the Fly Aladdin Acquisition Facility.

### Fly Aladdin Engine Funding Facility

On October 24, 2018, Fly, through a wholly-owned subsidiary, entered into a recourse term loan facility with two lenders (the "Fly Aladdin Engine Funding Facility") to finance the acquisition of seven engines on operating leases to the AirAsia Group. The facility provided for borrowings of up to \$46.0 million. In October 2018, the Company drew down \$43.9 million and paid up-front fees of approximately \$0.4 million. As of December 31, 2018, the Company had \$43.8 million principal amount outstanding under the Fly Aladdin Engine Funding Facility, which was secured by seven engines. Fly has guaranteed all payments under this facility.

The interest rate for the borrowings ranges from 4.94% to 4.96% per annum, per engine. The Company is required to make scheduled monthly payments of principal and interest in accordance with an amortization schedule. The loans have maturity dates ranging from December 31, 2021 to April 30, 2022.

The loans are secured by the engines and related leases and the Company's equity and beneficial interests in the engine owning entities. The Fly Aladdin Engine Funding Facility contains customary covenants, including various reporting requirements. A violation of any of these covenants could result in a default under the facility.

### Other Aircraft Secured Borrowings

The Company has entered into other aircraft secured borrowings to finance the acquisition of aircraft, one of which is denominated in Euros. As of December 31, 2018, the Company had \$807.9 million principal amount outstanding of other aircraft secured borrowings, which were secured by 17 aircraft. Of this amount, \$477.5 million was recourse to Fly.

These borrowings are structured as individual loans secured by pledges of the Company's rights, title and interests in the financed aircraft and leases. In addition, Fly may provide guarantees of its subsidiaries' obligations under certain of these loans and may be subject to financial and operating covenants in connection therewith. The maturity dates of these loans range from December 2020 to June 2028.

During the third quarter of 2018, the Company entered into a recourse secured borrowing in the amount of \$122.5 million to finance an unencumbered aircraft. The Company used the loan proceeds to repay the CBA Facility and one other aircraft secured borrowing.

F-28

---

Table of Contents

## Future Minimum Principal Payments on Secured Borrowings

During the year ended December 31, 2018, the Company made scheduled principal payments of \$188.7 million on its secured borrowings. The anticipated future minimum principal payments due for its secured borrowings are as follows (dollars in thousands):

Year ending December 31,	
2019	\$314,682
2020	303,819
2021	233,041
2022	332,380
2023	865,362
Thereafter	367,523
Future minimum principal payments due	\$2,416,807

## 11. DERIVATIVES

Derivatives are used by the Company to manage its exposure to identified risks, such as interest rate and foreign currency exchange fluctuations. The Company uses interest rate swap contracts to hedge variable interest payments due on borrowings associated with aircraft with fixed rate rentals. As of December 31, 2018, the Company had \$1.6 billion of floating rate debt associated with aircraft with fixed rate rentals.

Interest rate swap contracts allow the Company to pay fixed interest rates and receive variable interest rates with the swap counterparty based on either the one-month or three-month LIBOR applied to the notional amounts over the life of the contracts. As of December 31, 2018 and 2017, the Company had interest rate swap contracts with notional amounts aggregating \$1.1 billion and \$0.7 billion, respectively. The unrealized fair value gain on the interest rate swap contracts, reflected as derivative assets, was \$3.2 million and \$2.6 million as of December 31, 2018 and 2017, respectively. The unrealized fair value loss on the interest rate swap contracts, reflected as derivative liabilities, was \$8.6 million and \$7.3 million as of December 31, 2018 and 2017, respectively.

During the year ended December 31, 2018, the Company entered into interest rate derivative contracts to partially lock-in the interest rate on anticipated future borrowings associated with the AirAsia Transactions. As of December 31, 2018, all of these interest rate derivative contracts were terminated. In connection with the termination, the Company recognized gains of \$1.8 million during the year ended December 31, 2018.

To mitigate its exposure to foreign currency exchange fluctuations, the Company entered into a cross currency swap contract in 2018 in conjunction with a lease in which a portion of the lease rental is denominated in Euros. Pursuant to such cross currency swap, the Company receives U.S. dollars based on a fixed conversion rate through the maturity date of the swap contract. Over the remaining life of the cross currency swap contract, the Company expects to receive \$68.5 million in U.S. dollars. The unrealized fair value gain, reflected as a derivative asset, was \$2.7 million as of December 31, 2018.

The Company determines the fair value of derivative instruments using a discounted cash flow model. The model incorporates an assessment of the risk of non-performance by the swap counterparty in valuing derivative assets and an evaluation of the Company's credit risk in valuing derivative liabilities.

The Company considers in its assessment of non-performance risk, if applicable, netting arrangements under master netting agreements, any collateral requirement, and the derivative payment priority in the Company's debt agreements. The valuation model uses various inputs including contractual terms, interest rate curves and credit spreads.

Designated Derivatives

The Company's cross currency swap and certain of its interest rate derivatives have been designated as cash flow hedges. The effective portion of changes in fair value of these derivatives are recorded as a component of accumulated other comprehensive income, net of a provision for income taxes. Changes in the fair value of these derivatives are subsequently reclassified into earnings in the period that the hedged forecasted transaction affects earnings.

F-29

---

Edgar Filing: Fly Leasing Ltd - Form 20-F

Table of Contents

As of December 31, 2018, the Company had the following designated derivative instruments classified as derivative assets on its balance sheet (dollars in thousands):

Type	Quantity	Maturity Date	Hedge Interest Rate	Swap Contract Notional Amount	Credit Risk Adjusted Fair Value	Gain Recognized in Accumulated Comprehensive Loss	Loss Recognized into Earnings
Interest rate swap contracts	8	11/9/21 -6/11/23	0.99% -4.30 %	\$ 205,540	\$ 3,013	\$ 2,529	\$ (87 )
Accrued interest				—	46	—	—
Sub-total	8			\$ 205,540	\$ 3,059	\$ 2,529	\$ (87 )

Type	Quantity	Maturity Date	Contracted Fixed Conversion Rate to U.S. Dollar	Total Contracted USD to be Received	Credit Risk Adjusted Fair Value	Gain Recognized in Accumulated Comprehensive Loss	Loss Recognized into Earnings
Cross currency swap contract	1	11/26/25	1 EURO to \$1.3068	\$ 68,494	\$ 2,704	\$ 2,366	\$ —
Accrued rent				—	17	—	—
Sub-total	1			\$ 68,494	\$ 2,721	\$ 2,366	\$ —
Total – designated derivative assets	9				5,780	4,895	(87 )

As of December 31, 2018, the Company had the following designated derivative instruments classified as derivative liabilities on its balance sheet (dollars in thousands):

Type	Quantity	Maturity Date	Hedge Interest Rate	Swap Contract Notional Amount	Credit Risk Adjusted Fair Value	Loss Recognized in Accumulated Comprehensive Loss	Loss Recognized into Earnings
Interest rate swap contracts	26	2/15/22- 12/8/25	2.50% 3.13 %	\$ 615,570	\$ (7,621 )	\$ (5,906 )	\$ (366 )
Accrued interest				—	(347 )	—	—
Total – designated derivative liabilities	26			\$ 615,570	\$ (7,968 )	\$ (5,906 )	\$ (366 )

Dedesignated and Undesignated Derivatives

Certain of the Company's interest rate swap contracts no longer qualify for hedge accounting and have been dedesignated. At December 31, 2018, the Company had an accumulated other comprehensive loss, net of tax, of \$0.5 million, which is being amortized over the term of the interest rate swap contracts. During the year ended December 31, 2018, \$4.1 million was recognized as interest expense.

Fly did not designate as an accounting hedge the interest rate derivative contracts entered into during the year ended December 31, 2018 to partially lock-in the interest rate on anticipated future borrowings associated with the AirAsia

Edgar Filing: Fly Leasing Ltd - Form 20-F

Transactions. Changes in the fair value of undesignated derivative instruments were recognized as gain or loss on derivatives in each reporting period. During the year ended December 31, 2018, the Company terminated these interest rate swap contracts and recognized a total gain of \$1.8 million.

As of December 31, 2018, the Company had one dedesignated derivative instrument classified as a derivative asset on its balance sheet (dollars in thousands):

Type	Quantity	Maturity Date	Hedge Interest Rate	Swap Contract Notional Amount	Credit Risk Adjusted Fair Value	Gain Recognized into Earnings
Interest rate swap contracts	1	12/14/20	2.25	% \$55,439	\$ 144	\$ 132
Accrued interest				—	5	—
Total – dedesignated derivative assets	1			\$55,439	\$ 149	\$ 132

F-30

---



Table of Contents

As of December 31, 2018, the Company had one dedesignated derivative instrument classified as a derivative liability on its balance sheet (dollars in thousands):

Type	Quantity	Maturity Date	Hedge Interest Rate	Swap Contract Notional Amount	Credit Risk Adjusted Fair Value	Gain Recognized into Earnings
Interest rate swap contract	1	2/9/19	3.47	% \$262,734	\$ (256 )	\$ 906
Accrued interest				—	(334 )	—
Total – dedesignated derivative liability	1			\$262,734	\$ (590 )	\$ 906

## 12. INCOME TAXES

Fly is a tax resident of Ireland and has wholly-owned subsidiaries in Ireland, France, Luxembourg, Australia, Singapore, Labuan and Malta that are tax residents in those jurisdictions. In general, Irish resident companies pay corporation tax at the rate of 12.5% on trading income and 25.0% on non-trading income. Historically, most of the Company's operating income has been trading income in Ireland.

Income tax expense (benefit) by jurisdiction is shown below (dollars in thousands):

	Years ended		
	2018	2017	2016
Current tax expense (benefit):			
Ireland	\$—	\$—	\$—
Luxembourg	44	195	145
Australia	(138 )	4,062	1,742
Other	50	43	33
Current tax expense (benefit) — total	(44 )	4,300	1,920
Deferred tax expense (benefit):			
Ireland	9,865	8,710	(10,812)
Australia	105	(1,743 )	1,615
Other	—	65	—
Deferred tax expense (benefit) — total	9,970	7,032	(9,197 )
Total income tax expense (benefit)	\$9,926	\$11,332	\$(7,277 )

The Company had no unrecognized tax benefits as of December 31, 2018 and 2017. The principal components of the Company's net deferred tax asset (liability) were as follows (dollars in thousands):

	December 31, 2018	December 31, 2017
Deferred tax asset:		
Net operating loss carry forwards	\$ 177,663	\$ 170,960
Net unrealized losses on derivative instruments	773	390
Basis difference on acquisition of GAAM Australian assets	6,619	7,314
Other	168	55
Valuation allowance	(37,429 )	(39,484 )
Total deferred tax asset	147,794	139,235
Deferred tax liability:		
Excess of tax depreciation over book depreciation	(171,725 )	(153,447 )

Edgar Filing: Fly Leasing Ltd - Form 20-F

Book/tax differences identified in connection with GAAM Portfolio acquisition	(112	)	(412	)
Net earnings of non-European Union member subsidiaries	(3,654	)	(3,745	)
Withholding tax on Australian unrepatriated earnings	(2,054	)	(1,800	)
Total deferred tax liability	(177,545	)	(159,404	)
Deferred tax liability, net	\$ (29,751	)	\$ (20,169	)

F-31

---

Table of Contents

The majority of the Company's net operating loss carryforwards are attributable to Ireland. Under current tax rules in Ireland, the Company is allowed to carry forward its net operating losses for an indefinite period to offset any future income. The Company has recorded valuation allowances to reduce deferred tax assets to the extent it believes it is more likely than not that a portion of such assets will not be realized. In making such determinations, the Company considers all available positive and negative evidence, including scheduled reversals of deferred tax liabilities, projected future taxable income, tax planning strategies, and its ability to carry back losses to prior years.

The Company is required to make assumptions and judgments about potential outcomes that may be outside its control. Critical factors include the projection, source, and character of future taxable income. Although realization is not assured, the Company believes it is more likely than not that deferred tax assets, net of the valuation allowance, will be realized. The amount of deferred tax assets considered realizable, however, could be reduced in the near term if estimates of future taxable income during the carryforward periods are reduced or current tax planning strategies are not implemented.

At December 31, 2018 and 2017, the Company had a valuation allowance of \$37.4 million and \$39.5 million, respectively. For the year ended December 31, 2018, the Company recorded a net valuation allowance reversal of \$1.3 million. For the years ended December 31, 2017 and 2016, the Company recorded net valuation allowance provisions of \$8.4 million and \$7.2 million, respectively.

The Company has undistributed earnings from its Australian subsidiary. The Company does not intend to indefinitely reinvest its subsidiary's earnings back into Australia. A withholding tax of 15.0% may be due on distributions of earnings which have not been taxed in Australia. At December 31, 2018 and 2017, the Company had deferred tax liabilities of \$2.1 million and \$1.8 million, respectively, in connection with its unrepatriated Australian earnings.

For the years ended December 31, 2018, 2017 and 2016, the effective tax rate was 10.4%, 81.3% and 20.0%, respectively. The effective tax rate in any period is impacted by the source and amount of income earned and expenses incurred in different tax jurisdictions and valuation allowances the Company has recorded. The table below is a reconciliation of the Irish statutory corporation tax rate of 12.5% on trading income to the Company's recorded income tax expense or benefit:

	Years ended		
	2018	2017	2016
Irish statutory corporate tax rate on trading income	12.5 %	12.5 %	12.5 %
Valuation allowances	(1.4 )%	59.9 %	(19.8 )%
Tax impact of repurchased and resold Notes	0.1 %	(0.8 )%	1.3 %
Foreign tax rate differentials	(2.8 )%	(18.4 )%	7.8 %
True-up of prior year tax provision	—	2.2 %	—
Non-taxable gain on debt extinguishment	—	—	0.3 %
Non-deductible interest expense, transaction fees and expenses	1.8 %	12.2 %	(4.8 )%
Deductible intra-group interest	—	—	30.9 %
Unrealized foreign exchange loss on re-valuation of deferred tax balances	0.1 %	0.5 %	(8.6 )%
Withholding tax	—	13.3 %	—
Other	0.1 %	(0.1 )%	0.4 %
Effective tax rate	10.4 %	81.3 %	20.0 %

Under Irish tax legislation, Irish Revenue ("Revenue") is entitled to make enquiries and/or raise an assessment of any corporation tax return submitted up to a period of four years from the end of the year in which the return is submitted. As such, Revenue is entitled to make enquiries and/or raise an assessment in respect of the corporation tax returns submitted by the Company's Irish subsidiaries for each of the years ended December 31, 2014 to 2018.

In February 2018, Revenue issued a Value Added Tax (“VAT”) assessment to Fly for the period from January 1, 2014 to December 31, 2016 in the amount of 6.1 million Euros, representing a portion of the VAT refunded to Fly during that time period. Fly has had an ongoing dialogue with Revenue since January 2017 regarding its VAT returns and believes the assessment was raised as a protective measure by Revenue to avoid missing the statute of limitations for any claims. In March 2018, Fly filed an appeal of the assessment and is awaiting action by the Tax Appeals Commission. Fly has not recorded any liability related to this assessment based on the facts and circumstances, and as also supported by a relevant tax court case, the positions taken in Fly’s VAT returns are more likely than not to be sustained upon ultimate resolution of this matter.

F-32

---

Table of Contents

## 13. OTHER LIABILITIES

The following table describes the principal components of the Company's other liabilities (dollars in thousands):

	December 31, 2018	December 31, 2017
Current tax payable	\$ 50	\$ 4,226
Lease discount	25,539	—
Lease incentive obligation	14,020	20,306
Deferred rent	15,067	8,444
Refundable deposits	3,420	805
Other	22,306	5,875
Total other liabilities	\$ 80,402	\$ 39,656

## 14. SHAREHOLDERS' EQUITY

## Share Repurchases

In November 2018, the Company's board of directors approved a \$50.0 million share repurchase program expiring in December 2019. Under this program, the Company may make share repurchases from time to time in the open market or in privately negotiated transactions.

During the year ended December 31, 2018, the Company did not repurchase any shares. During the year ended December 31, 2017, the Company repurchased 4,274,569 shares at an average price of \$13.35 per share, or \$57.1 million, before commissions and fees. During the year ended December 31, 2016, the Company repurchased 3,414,960 shares at an average price of \$11.73 per share, or \$40.1 million, before commissions and fees.

## Dividends

No dividends were declared or paid during the years ended December 31, 2018, 2017 or 2016.

## Share Issuances

In connection with the AirAsia Transactions, on July 13, 2018, the Company issued and sold a total of 1,333,334 common shares in the form of ADSs, at a purchase price of \$15.00 per share, to Meridian Aviation Partners Limited and certain other affiliates of Onex Corporation (collectively, "Onex") and members of the management team of BBAM LP in private placement transactions, for aggregate proceeds of \$20.0 million. All Fly common shares held by Onex, and the newly issued Fly common shares held by members of the management team of BBAM LP, are subject to a 180-day lock-up from the date of issuance. In addition, on August 30, 2018, the Company issued 3,333,333 common shares in the form of ADSs, valued at \$15.00 per share, to AirAsia, as partial consideration in the AirAsia Transactions. The Fly common shares issued to AirAsia are subject to lock-up restrictions until 2021, as well as voting and standstill undertakings until AirAsia and its affiliates own less than 10% of Fly's outstanding shares. The Company has agreed to register the common shares issued to Onex, members of the management team of BBAM LP and AirAsia for resale with the Securities and Exchange Commission.

During the year ended December 31, 2017, the Company issued 1,481 shares in connection with SARs that were exercised.

During the year ended December 31, 2016, the Company issued no shares.

## 15. SHARE-BASED COMPENSATION

### Description of Plan

On April 29, 2010, the Company adopted the 2010 Omnibus Incentive Plan (“2010 Plan”) permitting the issuance of up to 1,500,000 share grants in the form of (i) SARs; (ii) RSUs; (iii) nonqualified stock options; and (iv) other stock-based awards. The Company has issued all shares available under the 2010 Plan.

SARs entitle the holder to receive any increase in value between the grant date price of Fly’s ADSs and their value on the exercise date. RSUs entitle the holder to receive a number of Fly’s ADSs equal to the number of RSUs awarded upon vesting. All awards are fully vested. The granted SARs and RSUs vested in three equal installments and SARs expire on the tenth anniversary of the grant date. The Company satisfies SAR and RSU exercises with newly issued ADSs.

F-33

---

Table of Contents

The holder of a SAR or RSU is also entitled to dividend equivalent rights (“Dividend Equivalent”) on each SAR and RSU. For each Dividend Equivalent, the holder shall have the non-forfeitable right to receive a cash amount equal to the per share dividend paid by the Company during the period between the grant date and the earlier of the (i) award exercise or vesting date, (ii) termination date or (iii) expiration date. Dividend Equivalents expire at the same time and in the same proportion that the SARs and RSUs are exercised, cancelled, forfeited or expired.

## Grant Activity

Since June 30, 2015, all SARs and RSUs granted under the 2010 Plan have vested.

At December 31, 2016, there were 821,117 SARs outstanding and exercisable at a weighted average exercise price of \$12.74. During the year ended December 31, 2017, 24,137 SARs were exercised at a weighted average price of \$12.73. At December 31, 2018 and 2017, there were 796,980 SARs outstanding and exercisable at a weighted average exercise price of \$12.74. At December 31, 2018, the weighted average remaining contractual life of the SARs was 2.1 years.

## 16. EARNINGS PER SHARE

The following table sets forth the calculation of basic and diluted earnings per common share using the two-class method (dollars in thousands, except per share data):

	Years ended		
	2018	2017	2016
Numerator			
Net income (loss)	\$85,723	\$2,598	\$(29,112 )
Less:			
Dividends declared and paid to shareholders	—	—	—
Dividend equivalents paid to vested RSUs and SARs	—	—	—
Net income (loss) attributable to common shareholders	\$85,723	\$2,598	\$(29,112 )
Denominator			
Weighted average shares outstanding-Basic	29,744,083	30,307,357	33,239,001
Dilutive common equivalent shares:			
RSUs	—	—	—
SARs	39,821	46,068	—
Weighted average shares outstanding-Diluted	29,783,904	30,353,425	33,239,001
Earnings (loss) per share:			
Basic			
Distributed earnings	\$—	\$—	\$—
Undistributed income (excess distribution)	\$2.88	\$0.09	\$(0.88 )
Basic earnings (loss) per share	\$2.88	\$0.09	\$(0.88 )
Diluted			
Distributed earnings	\$—	\$—	\$—
Undistributed income (excess distribution)	\$2.88	\$0.09	\$(0.88 )
Diluted earnings (loss) per share	\$2.88	\$0.09	\$(0.88 )

Basic earnings (loss) per share is calculated by dividing net income (loss) available to common shareholders by the weighted average number of common shares outstanding during the period. Diluted earnings (loss) per share is calculated by dividing net income (loss) available to common shareholders by the sum of the weighted average number of common shares outstanding and the potential number of dilutive common shares outstanding during the

period, excluding the effect of any anti-dilutive securities.

SARs granted by the Company that contain non-forfeitable rights to receive dividend equivalents are deemed participating securities (see Note 15). Net income (loss) available to common shareholders is determined by reducing the Company's net income (loss) for the period by dividend equivalents paid on vested SARs during the period.

#### 17. COMMITMENTS AND CONTINGENCIES

From time to time, the Company contracts with third-party service providers to perform maintenance or overhaul activities on its off-lease aircraft.

F-34

---



### Table of Contents

In 2016, Fly entered into agreements with third-party lessors to guarantee the residual value of three aircraft subject to twelve-year leases (“RVGs”). Fly received residual value guarantee fees totaling \$6.6 million, which are being amortized over a twelve-year period. The third-party lessors may exercise their rights under the RVGs by issuing a notice to Fly eleven months before each lease expiry date requiring Fly to purchase the aircraft on such date. The RVGs will terminate if not exercised accordingly. During each of the years ended December 31, 2018 and 2017, the Company recognized \$0.6 million of income.

As of December 31, 2018, the Company had a commitment to sell 12 aircraft, nine of which have been sold subsequent to year end.

### AirAsia Transactions

In connection with the AirAsia Transactions, the Company agreed to acquire Portfolio B, consisting of 21 Airbus A320neo family aircraft to be leased to the AirAsia Group as the aircraft deliver between 2019 and 2021. Additional cash consideration will be payable as each aircraft in Portfolio B is delivered. The Company also acquired options to purchase Portfolio C, which consists of 20 Airbus A320neo family aircraft, not subject to lease, which deliver from the manufacturer between 2019 and 2025. The Company did not exercise its options with respect to any of the Portfolio C aircraft delivering in 2019. The Company has options to purchase up to 17 Portfolio C aircraft delivering between 2020 and 2025.

## 18. RELATED PARTY TRANSACTIONS

With respect to aircraft financed by the Securitization Notes, through December 31, 2016, BBAM was entitled to receive (i) a base fee of \$150,000 per month, subject to certain adjustments, (ii) a rent fee equal to 1.0% of the aggregate amount of rents due and 1.0% of the aggregate amount of rents actually collected and (iii) a sales fee of 1.5% of the aggregate gross proceeds in respect of any aircraft sold. BBAM also was entitled, until December 31, 2016, to an administrative agency fee from B&B Air Funding equal to \$750,000 per annum, subject to an annual CPI adjustment.

Effective January 1, 2017, the servicing agreement between B&B Air Funding and BBAM relating to aircraft financed by the Securitization Notes was amended, thereby (i) amending the rent fee to 3.5% of the aggregate amount of rents actually collected, plus \$1,000 per aircraft per month, and (ii) eliminating the base fee of \$150,000 per month. In connection with this amendment, effective January 1, 2017, the administrative agency fee was also reduced, through a rebate, to \$20,000 per month, subject to an annual CPI adjustment.

With respect to all other aircraft, BBAM is entitled to receive a servicing fee equal to 3.5% of the aggregate amount of rents actually collected, plus an administrative fee of \$1,000 per aircraft per month. Under the Term Loan, the Fly Acquisition III Facility, the Magellan Acquisition Limited Facility and the Fly Aladdin Acquisition Facility, BBAM is also entitled to an administrative fee of \$10,000 per month. Under the Fly Aladdin Engine Funding Facility, BBAM is entitled to receive a servicing fee equal to 3.5% of monthly rents actually collected and an administrative fee equal to \$1,000 per month. In addition, BBAM is entitled to receive an acquisition fee of 1.5% of the gross acquisition cost for any aircraft or aviation asset purchased and a disposition fee of 1.5% of the gross proceeds for any aircraft or aviation asset sold.

For the years ended December 31, 2018, 2017 and 2016, BBAM received servicing and administrative fees totaling \$15.8 million, \$13.1 million and \$14.6 million, respectively.

During the years ended December 31, 2018, 2017 and 2016, the Company incurred \$16.1 million, \$6.8 million and \$8.4 million of origination fees, respectively, payable to BBAM.

During the years ended December 31, 2018, 2017 and 2016, the Company incurred disposition fees of \$3.1 million, \$0.3 million and \$7.5 million, respectively, payable to BBAM.

Fly pays an annual management fee to the Manager as compensation for providing the services of the chief executive officer, the chief financial officer and other personnel, and for certain corporate overhead costs related to the Company. The management fee is adjusted each calendar year by (i) 0.3% of the change in the book value of the Company's aircraft portfolio during the preceding year, up to a \$2.0 billion increase over \$2.7 billion and (ii) 0.25% of the change in the book value of the Company's aircraft portfolio in excess of \$2.0 billion, with a minimum management fee of \$5.0 million. The management fee is also subject to an annual CPI adjustment applicable to the prior calendar year. For the year ended December 31, 2018, the Company incurred Management Expenses of \$7.3 million. For the years ended December 31, 2017 and 2016, the Company incurred Management Expenses of \$6.3 million.

The Company further amended the management agreement, effective as of January 1, 2017, to reflect the amendments made to the servicing and administrative fees payable in respect of the aircraft financed by the Securitization Notes.

The management agreement is scheduled to terminate on July 1, 2025 and shall be automatically extended for one additional term of five years unless terminated by either party with 12 months' notice or otherwise terminated earlier in accordance with the terms therein.

Table of Contents

If the management agreement is not renewed on July 1, 2025, Fly will pay the Manager a non-renewal fee on such termination date in an amount equal to (i) \$6.0 million plus (ii) so long as the Management Expense Amount does not exceed \$12.0 million, 50% of the excess (if any) of the Management Expense Amount over \$6.0 million in respect of the last fiscal year prior to such termination date.

The Company's minimum long-term contractual obligations with BBAM LP as of December 31, 2018, excluding rent fees, consisted of the following (dollars in thousands):

	2019	2020	2021	2022	2023	Thereafter	Total
Fixed base fee payments <sup>(1)</sup>	\$250	\$250	\$250	\$238	\$—	\$—	\$988
Fixed administrative agency fee payments due by B&B Air Funding <sup>(1)</sup>	76	37	24	21	12	1	171
Fixed administrative services fee due under the Term Loan <sup>(2)</sup>	441	385	300	212	61	62	1,461
Fixed administrative services fee due under the Magellan Acquisition Limited Facility <sup>(2)</sup>	228	228	226	215	204	601	1,702
Fixed administrative services fee due under Fly Acquisition III Facility <sup>(2)</sup>	228	228	213	91	67	213	1,040
Fixed administrative services fee due under Fly Aladdin Acquisition Facility <sup>(2)</sup>	372	370	349	306	176	255	1,828
Fixed administrative services fee due under Fly Aladdin Engine Funding Facility <sup>(2)</sup>	12	12	12	12	10	—	58
Fixed administrative agency fee payments due by other subsidiaries <sup>(2)</sup>	312	280	225	197	253	289	1,556
Fixed payments for Management Expenses <sup>(1) (3)</sup>	9,561	9,561	9,561	9,561	9,561	62,146	109,951
Acquisition fees related to Portfolio B in the AirAsia Transactions	3,013	4,545	8,336	—	—	—	15,894
Disposition fees on flight equipment held for sale	5,264	—	—	—	—	—	5,264
<b>Total</b>	<b>\$19,757</b>	<b>\$15,896</b>	<b>\$19,496</b>	<b>\$10,853</b>	<b>\$10,344</b>	<b>\$63,567</b>	<b>\$139,913</b>

(1) Assumes Consumer Price Index ("CPI") rates in effect as of December 31, 2018 remain constant in future periods.

(2) Assumes number of aircraft and engines at December 31, 2018 remain constant in future periods.

(3) Assumes automatic extension for one additional term of five years to June 30, 2030. Also assumes net book values of aircraft and engines at December 31, 2018 remains constant in future periods.

## 19. FAIR VALUE MEASUREMENTS

Assets and liabilities recorded at fair value on a recurring basis in the consolidated balance sheets are categorized based upon the level of judgment associated with the inputs used to measure their fair values. The hierarchy levels give the highest priority to quoted prices in active markets and the lowest priority to unobservable data. Fair value measurements are disclosed by level within the following fair value hierarchy:

Level 1 — Inputs are unadjusted, quoted prices in active markets for identical assets or liabilities at the measurement date.

Level 2 — Inputs (other than quoted prices included in Level 1) are either directly or indirectly observable for the asset or liability through correlation with market data at the measurement date and for the duration of the instrument's anticipated life.

Level 3 — Inputs reflect management's best estimate of what market participants would use in pricing the asset or liability at the measurement date. Consideration is given to the risk inherent in the valuation technique and the risk inherent in the inputs to the model.

The Company's financial instruments consist principally of cash and cash equivalents, restricted cash and cash equivalents, accounts receivable, derivative instruments, accounts payable and borrowings. Fair value of an asset is defined as the price a seller would receive in a current transaction between knowledgeable, willing and able parties. A liability's fair value is defined as the amount that an obligor would pay to transfer the liability to a new obligor, not the amount that would be paid to settle the liability with the creditor.

F-36

---

Table of Contents

Where available, the fair value of the Company's investment in equity certificates, notes payable and debt facilities is based on observable market prices or parameters or derived from such prices or parameters (Level 2). Where observable prices or inputs are not available, valuation models are applied, using the net present value of cash flow streams over the term using estimated market rates for similar instruments and remaining terms (Level 3). These valuation techniques involve some level of management estimation and judgment, the degree of which is dependent on the price transparency for the instruments or market and the instruments' complexity. The Company determines the fair value of its derivative instruments using a discounted cash flow model which incorporates an assessment of the risk of non-performance by the swap counterparty and an evaluation of its credit risk in valuing derivative liabilities. The valuation model uses various inputs including contractual terms, interest rate curves, credit spreads and measures of volatility.

The Company also measures the fair value for certain assets and liabilities on a non-recurring basis, when GAAP requires the application of fair value, including events or changes in circumstances that indicate that the carrying amounts of assets may not be recoverable. Assets subject to these measurements include Fly's investment in an unconsolidated subsidiary and flight equipment held for operating lease, net. Fly accounts for its investment in an unconsolidated subsidiary under the equity method and records impairment when its fair value is less than its carrying value and the Company determines that the decline is other-than-temporary (Level 3).

The Company records flight equipment at fair value when the carrying value may not be recoverable. Such fair value measurements are based on management's best estimates and judgment and use Level 3 inputs which include assumptions as to future cash flows associated with the use of an aircraft and eventual disposition of such aircraft. The Company will record an impairment charge if the expected sale proceeds of an aircraft are less than its carrying value. For the years ended December 31, 2017 and 2016, the Company wrote down aircraft to their net realizable value and recognized charges of \$22.0 million and \$96.1 million, respectively (See Note 6).

The carrying amounts and fair values of certain of the Company's debt instruments are as follows (dollars in thousands):

	As of December 31, 2018		As of December 31, 2017	
	Principal		Principal	
	Amount		Amount	
	Outstanding	Fair Value	Outstanding	Fair Value
Securitization Notes	\$ 85,584	\$ 80,770	\$ 101,551	\$ 95,839
Term Loan	407,768	396,554	431,271	431,271
2021 Notes	325,000	329,875	325,000	339,235
2024 Notes	300,000	279,390	300,000	301,500

The Company's principal amount outstanding on its remaining debt instruments approximates fair value at December 31, 2018 and 2017.

As of December 31, 2018 and 2017, the categorized assets and liabilities measured at fair value on a recurring basis, based upon the lowest level of significant inputs to the valuations are as follows (dollars in thousands):

	Level 1	Level 2	Level 3	Total
December 31, 2018:				
Derivative assets	—	\$ 5,929	—	\$ 5,929
Derivative liabilities	—	8,558	—	8,558
Investment in equity certificates	—	5,747	—	5,747
December 31, 2017:				

Edgar Filing: Fly Leasing Ltd - Form 20-F

Derivative assets	—	\$2,643	—	\$2,643
Derivative liabilities	—	7,344	—	7,344

F-37

---

Table of Contents

## 20. UNAUDITED QUARTERLY CONDENSED CONSOLIDATED FINANCIAL INFORMATION

The unaudited quarterly financial information for each of the quarters in the years ended December 31, 2018 and 2017 is presented below (dollars in thousands, except per share data):

	March 31, 2018	June 30, 2018	September 30, 2018	December 31, 2018
Total revenues	\$ 88,755	\$ 102,673	\$ 104,566	\$ 122,305
Net income	\$ 9,630	\$ 24,344	\$ 20,740	\$ 31,009
Earnings per share — Basic	\$ 0.34	\$ 0.87	\$ 0.68	\$ 0.95
Earnings per share — Diluted	\$ 0.34	\$ 0.87	\$ 0.68	\$ 0.95

  

	March 31, 2017	June 30, 2017	September 30, 2017	December 31, 2017
Total revenues	\$ 79,266	\$ 79,832	\$ 86,219	\$ 107,934
Net income (loss)	\$ 5,052	\$ 2,880	\$ (12,504 )	\$ 7,170
Earnings (loss) per share — Basic	\$ 0.16	\$ 0.09	\$ (0.43 )	\$ 0.25
Earnings (loss) per share — Diluted	\$ 0.16	\$ 0.09	\$ (0.43 )	\$ 0.25

## 21. SUBSEQUENT EVENTS

Subsequent to December 31, 2018, the Company sold nine aircraft, which includes the sale of eight aircraft to Horizon and one aircraft to a third party, all of which were classified as held for sale as of December 31, 2018 (see Note 5).

On February 12, 2019, B&B Air Funding issued a notice of redemption to the trustee, policy provider, liquidity facility provider, listing agent and Euronext Dublin pursuant to the indenture governing the Securitization Notes to redeem the Securitization Notes in whole for an amount equal to the outstanding principal amount, with any accrued and unpaid interest, on March 14, 2019.

Table of Contents

## Schedule I — Condensed financial information of parent

Fly Leasing Limited  
Condensed Balance Sheets

AS OF DECEMBER 31, 2018 AND 2017

(Dollars in thousands)

	December 31,	
	2018	2017
Assets		
Cash and cash equivalents	\$43,233	\$157,014
Notes receivable from subsidiaries	466,729	375,477
Investments in subsidiaries	1,019,048	985,476
Other assets, net	11,019	9,851
Total assets	\$1,540,029	\$1,527,818
Liabilities		
Payable to related parties	\$729	\$223
Payable to subsidiaries	202,298	349,585
Unsecured borrowings, net	617,664	615,922
Deferred tax liability, net	3,066	3,739
Accrued and other liabilities	14,162	14,640
Total liabilities	837,919	984,109
Shareholders' equity	702,110	543,709
Total liabilities and shareholders' equity	\$1,540,029	\$1,527,818

The accompanying note is an integral part of these consolidated financial statements.

F-39



Table of Contents

## Schedule I — Condensed financial information of parent

Fly Leasing Limited  
Condensed Statements of Income (Loss)

FOR THE YEARS ENDED DECEMBER 31, 2018, 2017 AND 2016

(Dollars in thousands, except per share data)

	Years ended		
	2018	2017	2016
Revenues			
Equity earnings (loss) from subsidiaries	\$90,175	\$35,208	\$(24,385 )
Equity earnings (loss) from unconsolidated subsidiary	(54 )	496	530
Intercompany management fee income	16,844	12,124	8,866
Intercompany interest income	25,740	34,068	44,394
Interest and other income	1,072	809	410
Total revenues	133,777	82,705	29,815
Expense			
Interest expense	38,211	45,970	48,013
Selling, general and administrative	12,314	12,630	11,803
Ineffective, dedesignated and terminated derivatives	(1,798 )	—	—
Loss on modification and extinguishment of debt	—	19,655	—
Total expenses	48,727	78,255	59,816
Net income (loss) before provision (benefit) for income taxes	85,050	4,450	(30,001 )
Provision (benefit) for income taxes	(673 )	1,852	(889 )
Net income (loss)	\$85,723	\$2,598	\$(29,112 )
Weighted average number of shares:			
Basic	29,744,083	30,307,357	33,239,001
Diluted	29,783,904	30,353,425	33,239,001
Earnings (loss) per share:			
Basic	\$2.88	\$0.09	\$(0.88 )
Diluted	\$2.88	\$0.09	\$(0.88 )

The accompanying note is an integral part of these consolidated financial statements.

Table of Contents

## Schedule I — Condensed financial information of parent

Fly Leasing Limited  
Condensed Statements of Cash FlowsFOR THE YEARS ENDED DECEMBER 31, 2018, 2017 AND 2016  
(Dollars in thousands)

	Years ended		
	2018	2017	2016
Cash Flows from Operating Activities			
Net income (loss)	\$85,723	\$2,598	\$(29,112 )
Adjustments to reconcile net income (loss) to net cash flows provided by operating activities:			
Equity (earnings) loss from subsidiaries	(90,175 )	(35,208 )	24,385
Equity (earnings) loss from unconsolidated subsidiary	54	(496 )	(530 )
Deferred income taxes	(673 )	1,852	(12,139 )
Amortization of debt discount and other	1,742	1,931	1,982
Loss on modification and extinguishment of debt	—	19,655	—
Distributions from unconsolidated subsidiary	2,131	—	—
Changes in operating assets and liabilities:			
Payable to subsidiaries	(104,303)	6,144	(162,229)
Other assets	(709 )	(1,121 )	476
Payable to related parties	506	(683 )	856
Accrued and other liabilities	(477 )	(9,478 )	12,622
Net cash flows used in operating activities	(106,181)	(14,806 )	(163,689)
Cash Flows from Investing Activities			
Capital contributions to subsidiaries	(8,986 )	—	—
Distributions received from subsidiaries	25,792	—	—
Distributions received from unconsolidated subsidiary	3,103	—	—
Advances of notes receivable to subsidiaries	(265,311)	(48,335 )	(40,172 )
Repayment of notes receivable from subsidiaries	223,925	144,718	334,556
Investment in Horizon I Limited equity certificates	(5,747 )	—	—
Net cash flows provided by (used in) investing activities	(27,224 )	96,383	294,384
Cash Flows from Financing Activities			
Proceeds from issuance of unsecured borrowings	—	295,150	—
Repayment of unsecured borrowings	—	(375,000)	—
Debt modification and extinguishment costs	—	(16,287 )	—
Debt issuance costs	—	(917 )	—
Shares issued	19,624	—	—
Shares repurchased	—	(57,286 )	(40,257 )
Net cash flows provided by (used in) financing activities	19,624	(154,340)	(40,257 )
Net increase (decrease) in cash and cash equivalents	(113,781)	(72,763 )	90,438
Cash and cash equivalents at beginning of period	157,014	229,777	139,339
Cash and cash equivalents at end of period	\$43,233	\$157,014	\$229,777
Supplemental Disclosure:			
Cash paid during the year for:			
Interest	\$36,425	\$41,883	\$46,032
Taxes	—	—	—

Edgar Filing: Fly Leasing Ltd - Form 20-F

Noncash Activities:

Noncash investing activities:

Capital contribution to subsidiaries	7	109,391	207,340
Distributions from subsidiaries	3,386	76,451	55,039
Intercompany sale of subsidiaries	39,605	—	—

The accompanying note is an integral part of these consolidated financial statements.

F-41

---

Table of Contents

ITEM 19. EXHIBITS

We have filed the following documents as exhibits to this Annual Report.

Exhibit Number	Description of Exhibit
<u>1.1</u>	Memorandum of Association <sup>(1)</sup>
<u>1.2</u>	Amended and Restated Bye-Laws of Fly Leasing Ltd. <sup>(2)</sup>
<u>2.1</u>	Deposit Agreement between Deutsche Bank Trust Company Americas and Babcock & Brown Air Limited. <sup>(1)</sup>
<u>4.1</u>	Servicing Agreement, dated as of October 2, 2007, among Babcock & Brown Aircraft Management LLC, Babcock & Brown Aircraft Management (Europe) Limited, Babcock & Brown Air Funding I Limited and AMBAC Assurance Corporation. <sup>(1)</sup>
<u>4.2</u>	Administrative Services Agreement, dated as of October 2, 2007, among Deutsche Bank Trust Company Americas, AMBAC Assurance Corporation, Babcock & Brown Air Management Co. Limited and Babcock & Brown Air Funding I Limited. <sup>(1)</sup>
<u>4.3</u>	Trust Indenture, dated as of October 2, 2007, among Deutsche Bank Trust Company Americas, BNP Paribas, AMBAC Assurance Corporation and Babcock & Brown Air Funding I Limited. <sup>(1)</sup>
<u>4.4</u>	Security Trust Agreement, dated as of October 2, 2007, between Deutsche Bank Trust Company Americas, and Babcock & Brown Air Funding I Limited. <sup>(1)</sup>
<u>4.5</u>	Cash Management Agreement between Deutsche Bank Trust Company Americas and Babcock & Brown Air Funding I Limited. <sup>(1)</sup>
<u>4.6</u>	Form of Director Service Agreement between Babcock & Brown Air Limited and each director thereof. <sup>(1)</sup>
<u>4.7</u>	Amendment No. 1 to Servicing Agreement, dated as of April 29, 2010, among Babcock & Brown Aircraft Management LLC, Babcock & Brown Aircraft Management (Europe) Limited, Babcock & Brown Air Funding I Limited and AMBAC Assurance Corporation. <sup>(3)</sup>
<u>4.8</u>	Fly Leasing Limited Omnibus Incentive Plan. <sup>(3)</sup>
<u>4.9</u>	Form of Stock Appreciation Right Award Agreement. <sup>(3)</sup>
<u>4.10</u>	Form of Restricted Stock Unit Award Agreement. <sup>(3)</sup>
<u>4.11</u>	Loan Agreement dated as of November 14, 2007, among Global Aviation Holdings Fund Limited, GAHF (Ireland) Limited, Caledonian Aviation Holdings Limited and Norddeutsche Landesbank Girozentrale. <sup>(4)</sup>
<u>4.12</u>	Form of Loan Agreement among Hobart Aviation Holdings Limited, Norddeutsche Landesbank Girozentrale and each borrower thereof. <sup>(4)</sup>
<u>4.13</u>	

Edgar Filing: Fly Leasing Ltd - Form 20-F

Form of Servicing Agreement among BBAM US LP, BBAM Aviation Services Limited and each company thereof. <sup>(17)</sup>

4.14 Securities Purchase Agreement dated November 30, 2012, by and among Fly Leasing Limited, Summit Aviation Partners LLC and such persons identified therein. <sup>(8)</sup>

4.15 Purchase Agreement dated November 30, 2012 by and among BBAM Limited Partnership, Summit Aviation Partners LLC, Fly-BBAM Holdings Ltd., Summit Aviation Management Co., Ltd. and such persons identified therein. <sup>(6)</sup>

4.16 First Amendment to Purchase Agreement dated December 28, 2012 by and among Fly Leasing Limited, Summit Aviation Partners LLC and such persons identified therein. <sup>(8)</sup>

F-42

---

Table of Contents

Exhibit Number	Description of Exhibit
<u>4.18</u>	Registration Rights Agreement dated as of December 28, 2012, by and among Fly Leasing Limited and each shareholder identified therein. <sup>(8)</sup>
<u>4.19</u>	Amended and Restated Servicing Agreement dated as of January 24, 2013, by and among BBAM US LP, BBAM Aviation Services Limited and Fly Leasing Limited. <sup>(8)</sup>
<u>4.20</u>	Indenture dated December 11, 2013 between Fly Leasing Limited and Wells Fargo Bank, National Association. <sup>(7)</sup>
<u>4.21</u>	First Supplemental Indenture dated December 11, 2013 between Fly Leasing Limited and Wells Fargo Bank, National Association. <sup>(7)</sup>
<u>4.22</u>	Second Supplemental Indenture dated as of October 3, 2014, between Fly Leasing Limited and Wells Fargo Bank, National Association. <sup>(10)</sup>
<u>4.23</u>	Amendment No. 1 to Trust Indenture, dated as of October 24, 2014, by and among Babcock & Brown Air Funding I Limited, Deutsche Bank Trust Company Americas, BNP Paribas and AMBAC Assurance Corporation. <sup>(12)</sup>
<u>4.24</u>	Amendment No. 2 to Servicing Agreement, dated as of October 24, 2014, by and among BBAM Aircraft Management LP, BBAM Aircraft Management (Europe) Limited, Babcock & Brown Air Funding I Limited and AMBAC Assurance Corporation. <sup>(12)</sup>
<u>4.25</u>	First Amendment to Amended and Restated Fly Leasing Limited Management Agreement, dated June 19, 2015, between Fly Leasing Limited and Fly Leasing Management Co. Limited. <sup>(13)</sup>
<u>4.26</u>	Sale Agreement dated June 19, 2015, among certain sellers and ECAF I Ltd. <sup>(13)</sup>
<u>4.27</u>	Servicing Agreement dated as of February 26, 2016, among BBAM US LP, BBAM Aviation Services Limited and Fly Acquisition III Limited. <sup>(14)</sup>
<u>4.28</u>	Second Amendment to Amended and Restated Fly Leasing Limited Management Agreement, dated July 27, 2016, between Fly Leasing Limited and Fly Leasing Management Co. Limited. <sup>(16)</sup>
<u>4.29</u>	Amendment No. 3 to Servicing Agreement, dated as of February 1, 2017, by and among BBAM Aircraft Management LP, BBAM Aircraft Management (Europe) Limited, Babcock & Brown Air Funding I Limited and AMBAC Assurance Corporation. <sup>(17)</sup>
<u>4.30</u>	Third Amendment to Amended and Restated Fly Leasing Limited Management Agreement, dated as of February 1, 2017, between Fly Leasing Limited and Fly Leasing Management Co. Limited. <sup>(17)</sup>
<u>4.31</u>	Fee Rebate Side Letter, dated as of February 1, 2017, by and among Babcock & Brown Air Funding I Limited, Fly Leasing Management Co. Limited, and AMBAC Assurance Corporation. <sup>(17)</sup>
<u>4.32</u>	Guaranty [Fly 2016A Warehouse] dated February 26, 2016 by Fly Leasing Limited. <sup>(17)</sup>
<u>4.33</u>	

Third Supplemental Indenture dated as of October 16, 2017, between Fly Leasing Limited and Wells Fargo Bank, National Association. <sup>(19)</sup>

4.34 Servicing Agreement dated as of December 8, 2017, among BBAM US LP, BBAM Aviation Services Limited and Magellan Acquisition Limited. <sup>(21)</sup>

F-43

---

Table of Contents

Exhibit Number	Description of Exhibit
<u>4.35</u>	Guaranty [Fly 2017A Term Loan] dated December 8, 2017 by Fly Leasing Limited. <sup>(21)</sup>
<u>4.36</u>	Share Purchase Agreement, dated February 28, 2018, between Asia Aviation Capital Limited, Fly Aladdin Holdings Limited, Fly Leasing Limited and AirAsia Berhad. <sup>(22)</sup>
<u>4.37</u>	Aircraft Sale and Purchase Agreement, dated February 28, 2018, between Asia Aviation Capital Limited, Fly Aladdin Holdings Limited and AirAsia Berhad. <sup>(22)</sup>
<u>4.38</u>	Aircraft Sale and Purchase Option Agreement, dated April 26, 2018, but having effect between the parties as of February 28, 2018, between Asia Aviation Capital Limited, Fly Aladdin Holdings Limited and AirAsia Berhad. <sup>(22)</sup>
<u>4.39</u>	Amended and Restated Commitment Letter, dated May 1, 2018, between BNP Paribas, Citibank, N.A., Commonwealth Bank of Australia, Singapore Branch, Deutsche Bank AG, Singapore Branch and Fly Leasing Limited. <sup>(22)</sup>
<u>4.40</u>	Equity Commitment Letter, dated February 28, 2018, between Meridian Aviation Partners Limited and Fly Leasing Limited. <sup>(22)</sup>
<u>4.41</u>	Equity Commitment Letter, dated February 28, 2018, between Summit Aviation Holdings LLC and Fly Leasing Limited. <sup>(22)</sup>
<u>4.42</u>	Amended and Restated Purchase Commitment Letter (Portfolio C Aircraft and Portfolio D Aircraft), dated May 3, 2018, but having effect between the parties as of February 28, 2018, between Fly Leasing Limited and Nomura Babcock & Brown Co., Ltd. <sup>(22)</sup>
<u>4.43</u>	Amended and Restated Delivery Side Letter (Portfolio C and Portfolio D), dated May 3, 2018, but having effect between the parties as of February 28, 2018, between Fly Leasing Limited and Incline B Aviation Limited Partnership. <sup>(22)</sup>
<u>4.44</u>	Securities Purchase Agreement, dated July 11, 2018, between Fly Leasing Limited and Meridian Aviation Partners Limited. <sup>(23)</sup>
<u>4.45</u>	Securities Purchase Agreement, dated July 11, 2018, between Fly Leasing Limited and Summit Aviation Holdings LLC. <sup>(23)</sup>
<u>4.46</u>	Registration Rights Agreement, dated July 18, 2018, among Fly Leasing Limited and shareholders named therein. <sup>(23)</sup>
<u>4.47</u>	Subscription Agreement, dated July 18, 2018, among Fly Leasing Limited, AirAsia Group Berhad and AirAsia Berhad. <sup>(23)</sup>
<u>4.48</u>	Registration Rights Agreement, dated July 18, 2018, between Fly Leasing Limited and AirAsia Group Berhad. <sup>(23)</sup>
<u>4.49</u>	Fly SPA Amendment Agreement (No. 1) dated July 11, 2018, among Fly Aladdin Holdings Limited, Fly Leasing Limited, Asia Aviation Capital Limited and AirAsia Group Berhad. <sup>(23)</sup>



- 4.50 Fly SPA Amendment Agreement (No. 2) dated July 18, 2018, among Fly Aladdin Holdings Limited, Fly Leasing Limited, Asia Aviation Capital Limited and AirAsia Group Berhad. <sup>(23)</sup>
- 4.51 Servicing Agreement dated June 15, 2018, among BBAM Aviation Services Limited, BBAM US LP, Fly Aladdin Funding Limited, Fly Aladdin MaltaCo Limited and each Borrower Group Company that becomes a party thereto. <sup>(23)</sup>
- 4.52 Purchase Agreement dated November 30, 2018 among the sellers identified therein, Horizon Aircraft Finance I Limited, Horizon Aircraft Finance I LLC and the other purchasers identified therein.
- 8.1 List of the Company's subsidiaries.

F-44

---

Table of Contents

Exhibit Number	Description of Exhibit
<u>10.1</u>	Aircraft Mortgage and Security Agreement dated as of August 9, 2012, among Fly Funding II S.A.R.L., Fly Leasing Limited, Fly Peridot Holdings Limited, Babcock & Brown Air Acquisition I Limited, The Initial Intermediate Lessees, The Initial Lessor Subsidiaries, The Additional Grantors Referred to Therein and Wells Fargo Bank Northwest, National Association. <sup>(5)</sup>
<u>10.2</u>	Amended and Restated Senior Secured Credit Agreement dated July 3, 2013 among Fly Acquisition II Limited, the Subsidiary Guarantors party thereto, the Lenders party thereto, and Deutsche Bank Trust Company Americas, as Security Trustee and as Administrative Agent. <sup>(9)</sup>
<u>10.3</u>	Amended and Restated Term Loan Credit Agreement dated as of November 21, 2013 among Fly Funding II S.A.R.L., Fly Leasing Limited, Fly Peridot Holdings Limited, Babcock & Brown Air Acquisition I Limited, each other Guarantor Party referred to therein, the Lenders identified therein, Citibank, N.A., and Well Fargo Bank Northwest, National Association. <sup>(11)</sup>
<u>10.4</u>	Amendment to Credit Agreement, dated as of April 22, 2015, among Fly Funding II S.à r.l., each Borrower Party named therein, the Consenting Lenders and the Replacement Lenders named therein, Wells Fargo Bank Northwest, National Association, as Collateral Agent, and Citibank N.A., in its capacity as Administrative Agent. <sup>(13)</sup>
<u>10.5</u>	Facility Agreement [Fly 2016A Warehouse] dated as of February 26, 2016 among Fly Acquisition III Limited, the Subsidiary Guarantors party thereto, the Lenders party thereto, Commonwealth Bank of Australia, New York Branch, as Administrative Agent and Wells Fargo Bank, National Association, as Security Trustee. <sup>(14)</sup>
<u>10.6</u>	Note Purchase Agreement [Fly 2016A Warehouse] dated as of February 26, 2016 among Fly Acquisition III Limited, the Purchasers party thereto, Commonwealth Bank of Australia, New York Branch, as Administrative Agent and Wells Fargo Bank, National Association, as Security Trustee. <sup>(14)</sup>
<u>10.7</u>	Credit Agreement [Fly 2016A Warehouse] dated as of February 26, 2016 among Fly Acquisition III Limited, the Banks party thereto, Commonwealth Bank of Australia, New York Branch, as Administrative Agent and Wells Fargo Bank, National Association, as Security Trustee. <sup>(14)</sup>
<u>10.8</u>	Second Amendment to Credit Agreement, dated as of October 19, 2016, among Fly Funding II S.à r.l., each Borrower Party named therein, the Consenting Lenders and the Replacement Lenders named therein, Wells Fargo Bank Northwest, National Association, as Collateral Agent, and Citibank N.A., in its capacity as Administrative Agent. <sup>(15)</sup>
<u>10.9</u>	Third Amendment to Credit Agreement, dated as of April 28, 2017, among Fly Funding II S.à r.l., each Borrower Party named therein, the Consenting Lenders and the Replacement Lenders named therein, Wells Fargo Bank Northwest, National Association, as Collateral Agent, and Citibank N.A., in its capacity as Administrative Agent. <sup>(18)</sup>
<u>10.10</u>	Fourth Amendment to Credit Agreement, dated as of November 1, 2017, among Fly Funding II S.à r.l., each Borrower Party named therein, the Consenting Lenders and the Replacement Lenders named therein, Wells Fargo Bank Northwest, National Association, as Collateral Agent, and Citibank N.A., in its capacity as Administrative Agent. <sup>(20)</sup>

Edgar Filing: Fly Leasing Ltd - Form 20-F

10.11 Facility Agreement [FLY 2017A Term Loan], dated as of December 8, 2017 among Magellan Acquisition Limited, the Subsidiary Guarantors party thereto, the Lenders party thereto, The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Administrative Agent and Wells Fargo Bank, National Association, as Security Trustee. <sup>(21)</sup>

10.12 Note Purchase Agreement [FLY 2017A Term Loan], dated as of December 8, 2017 among Magellan Acquisition Limited, the Purchasers party thereto, The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Administrative Agent and Wells Fargo Bank, National Association, as Security Trustee. <sup>(21)</sup>

10.13 Credit Agreement [FLY 2017A Term Loan], dated as of December 8, 2017 among Magellan Acquisition Limited, the Banks party thereto, The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Administrative Agent and Wells Fargo Bank, National Association, as Security Trustee. <sup>(21)</sup>

F-45

---

Table of Contents

Exhibit Number	Description of Exhibit
<u>10.14</u>	Security Agreement [FLY 2017A Term Loan], dated as of December 8, 2017 among Magellan Acquisition Limited, the Grantors thereto, and Wells Fargo Bank, National Association, as Security Trustee. <sup>(21)</sup>
<u>10.15</u>	Security Agreement [Fly 2016A Warehouse] dated February 26, 2016 among Fly Acquisition III Limited, the Grantors party thereto, and Well Fargo Bank, National Association as Security Trustee. <sup>(21)</sup>
<u>10.16</u>	Senior Secured Credit Agreement dated June 15, 2018, among Fly Aladdin Funding Limited, as Borrower, Fly Aladdin MaltaCo Limited, as Fly Malta, the lenders party thereto, Wilmington Trust (London) Limited, as Security Trustee and BNP Paribas, as Administrative Agent. <sup>(23)</sup>
<u>10.17</u>	Borrower Parent Security Agreement dated June 15, 2018, between Fly Aladdin Holdings Limited, as Grantor and Wilmington Trust (London) Limited, as Security Trustee. <sup>(23)</sup>
<u>10.18</u>	Co-Borrower Security Agreement dated June 15, 2018, between Fly Aladdin Funding Limited, as Borrower, Fly Aladdin MaltaCo Limited, as Fly Malta and Wilmington Trust (London) Limited, as Security Trustee. <sup>(23)</sup>
<u>10.19</u>	Deed of Limited Guaranty dated June 15, 2018, by Fly Leasing Limited. <sup>(23)</sup>
<u>10.20</u>	Amendment to Senior Secured Credit Agreement dated July 19, 2018, among Fly Aladdin Funding Limited, as Borrower, Fly Aladdin MaltaCo Limited, as Fly Malta, the lenders, Wilmington Trust (London) Limited, as Security Trustee and BNP Paribas, as Administrative Agent. <sup>(23)</sup>
<u>10.21</u>	Omnibus Agreement No. 1 [Fly 2016A Warehouse] dated as of December 15, 2017 among Fly Acquisition III Limited, the Lenders party thereto, Commonwealth Bank of Australia, New York Branch, as Administrative Agent and Wells Fargo Bank, National Association, as Security Trustee. <sup>(24)</sup>
<u>10.22</u>	Amendment No. 2 [Fly 2016A Warehouse] dated as of September 6, 2018 among Fly Acquisition III Limited, the Lenders party thereto, Commonwealth Bank of Australia, New York Branch, as Administrative Agent and Wells Fargo Bank, National Association, as Security Trustee. <sup>(24)</sup>
<u>10.23</u>	Form of Loan Amendment Letter Agreement among Hobart Aviation Holdings Limited, Norddeutsche Landesbank Girozentrale and each borrower thereof.
<u>12.1</u>	Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes Oxley Act of 2002.
<u>12.2</u>	Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes Oxley Act of 2002.
<u>13.1</u>	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes Oxley Act of 2002.
<u>15.1</u>	Consent of Deloitte & Touche LLP.
101	The following materials from the Company's Annual Report on Form 20-F for the year ended December 31, 2018, formatted in XBRL (eXtensible Business Reporting Language): (i) Consolidated Balance Sheets as of December 31, 2018 and 2017, (ii) Consolidated Statements of Income for the years ended December 31, 2018, 2017 and 2016, (iii) Consolidated Statements of Comprehensive Income for the years ended December

Edgar Filing: Fly Leasing Ltd - Form 20-F

31, 2018, 2017 and 2016, (iv) Consolidated Statement of Shareholders' Equity for the years ended December 31, 2016, 2017 and 2018, (v) Consolidated Statements of Cash Flows for the years ended December 31, 2018, 2017 and 2016, and (vi) Notes to Consolidated Financial Statements for the year ended December 31, 2018.

F-46

---

Table of Contents

---

(1) Previously filed with the Registration Statement on Form F-1, File No. 333-145994.

(2) Previously filed as an exhibit on Form 6-K dated June 30, 2010.

(3) Previously filed as an exhibit on Form 6-K dated May 7, 2010.

(4) Previously filed with the Annual Report on Form 20-F for the year ended December 31, 2011.

(5) Previously filed as an exhibit on Form 6-K dated November 13, 2012.

Confidential treatment has been requested with certain portions of this exhibit. This exhibit omits the information  
(6) subject to this confidential treatment request. The omitted information has been filed separately with the Securities and Exchange Commission.

(7) Previously filed as an exhibit on Form 6-K dated December 11, 2013.

(8) Previously filed with the Annual Report on Form 20-F for the year ended December 31, 2012.

(9) Previously filed as an exhibit on Form 6-K dated August 6, 2013.

(10) Previously filed as an exhibit on Form 6-K dated October 3, 2014.

(11) Previously filed with the Annual Report on Form 20-F for the year ended December 31, 2013.

(12) Previously filed with the Annual Report on Form 20-F for the year ended December 31, 2014.

(13) Previously filed as an exhibit on Form 6-K dated August 5, 2015.

(14) Previously filed as an exhibit on Form 6-K dated May 19, 2016.

(15) Previously filed as an exhibit on Form 6-K dated October 20, 2016.

(16) Previously filed as an exhibit on Form 6-K dated November 17, 2016.

(17) Previously filed with the Annual Report on Form 20-F for the year ended December 31, 2016.

(18) Previously filed as an exhibit on Form 6-K dated May 1, 2017.

(19) Previously filed as an exhibit on Form 6-K dated October 16, 2017.

(20) Previously filed as an exhibit on Form 6-K dated November 1, 2017.

(21) Previously filed with the Annual Report on Form 20-F for the year ended December 31, 2017.

(22) Previously filed as an exhibit on Form 6-K dated May 8, 2018.

(23) Previously filed as an exhibit on Form 6-K dated August 24, 2018.

(24) Previously filed as an exhibit on Form 6-K dated November 9, 2018.

F-47

---

Table of Contents

SIGNATURE

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this Annual Report on its behalf.

Fly Leasing Limited

By: /s/ Colm Barrington  
Colm Barrington  
Chief Executive  
Officer and Director

Dated: March 12, 2019

F-48

---