

Fly Leasing Ltd  
Form 20-F  
March 15, 2017

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**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, 2016**

**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.**

<b>Title of each class</b>	<b>Name of each exchange on which registered</b>
<b>American Depositary Shares</b>	<b>New York Stock Exchange</b>
<b>Common Shares, par value of \$0.001 per share</b>	<b>New York Stock Exchange*</b>

\* 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.

32,256,440 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 and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted 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 and post such files). Yes

No

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

Large accelerated filer

Accelerated filer

Non-accelerated filer

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

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

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### **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. 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) the term Fly Acquisition III refers to our subsidiary, Fly Acquisition III Limited; (4) all references to our shares refer to our common shares held in the form of American Depositary Shares, or ADSs; (5) the term BBAM LP refers to BBAM Limited Partnership and its subsidiaries and affiliates; (6) 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; (7) the term Manager refers to Fly Leasing Management Co. Limited, the Company s manager; (8) the term Fly-Z/C LP refers to Fly-Z/C Aircraft Holdings LP; (9) the term GAAM refers to Global Aviation Asset Management; (10) the term GAAM Portfolio refers to the portfolio of 49 aircraft and other assets acquired from GAAM; and (11) the term ECAF-I Transaction refers to the portfolio of 33 aircraft contracted to be sold to ECAF I Ltd in June 2015.*

*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, 2016.*

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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, 2016, we had 76 aircraft in our portfolio, of which 75 were held for operating lease and one was recorded as an investment in finance lease.

**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, 2016, 2015, 2014, 2013 and 2012.

	<b>(Dollars in thousands, except per share data)</b>				
	<b>Years ended</b>				
	<b>2016</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>	<b>2012</b>
<b>Statement of income data:</b>					
Operating lease revenue	\$ 313,582	\$ 429,691	\$ 406,563	\$ 351,792	\$ 356,102
Gain on sale of aircraft	27,195	28,959	14,761	5,421	7,892
Gain on sale of investment in unconsolidated subsidiary	—	—	—	—	36,882
<b>Total revenues</b>	<b>345,039</b>	<b>462,397</b>	<b>425,548</b>	<b>360,634</b>	<b>411,167</b>
<b>Total expenses</b>	<b>381,428</b>	<b>434,200</b>	<b>356,673</b>	<b>303,560</b>	<b>368,670</b>
<b>Net income (loss)</b>	<b>(29,112 )</b>	<b>22,798</b>	<b>60,184</b>	<b>53,940</b>	<b>38,234</b>
<b>Earnings (loss) per share:</b>					
Basic	\$ (0.88 )	\$ 0.52	\$ 1.42	\$ 1.55	\$ 1.45
Diluted	\$ (0.88 )	\$ 0.52	\$ 1.42	\$ 1.55	\$ 1.44
<b>Dividends declared and paid per share</b>	<b>\$ —</b>	<b>\$ 1.00</b>	<b>\$ 1.00</b>	<b>\$ 0.88</b>	<b>\$ 0.84</b>

(Dollars in thousands, except per share data)

As of December 31,

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	<b>2016</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>	<b>2012</b>
<b>Balance sheet data:</b>					
Total assets	\$ 3,447,009	\$ 3,424,480	\$ 4,218,408	\$ 3,660,679	\$ 2,960,926
Total liabilities	2,853,774	2,767,516	3,462,154	2,918,583	2,437,115
Total shareholders' equity	593,235	656,964	756,254	742,096	523,811
Number of shares outstanding	32,256,440	35,671,400	41,432,998	41,306,338	28,040,305

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### **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**

*Our business is affected by general business, economic and financial conditions, which could adversely affect our financial condition, cash flows and financial results.*

Our business is affected by general business, economic and financial conditions. Such conditions may include interest rate fluctuations, volatility in foreign exchange rates, inflation, unemployment levels, bankruptcies, restructurings and mergers in the airline industry, volatile fuel costs, demand for passenger and cargo air travel, volatility in both debt and equity capital markets, liquidity of the global financial markets, the availability and cost of credit, investor and consumer confidence, global economic growth and the strength of local economies in which we operate. A downturn or volatility in such conditions may have a material adverse effect on financial condition, cash flows and financial results directly, or indirectly if our lessees' ability to meet their financial and other obligations under our operating leases are adversely affected by such conditions.

*Our business model depends on the continual leasing and re-leasing of our aircraft, 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 in order to generate sufficient revenues to finance our growth and operations, pay our debt service obligations and generate cash flow. Our ability to lease and re-lease our aircraft 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 on favorable terms or without significant off-lease time and costs could be negatively affected by a number of 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 would be negatively impacted.

*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:



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- 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;
- 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;

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- interest and foreign exchange rates;
- airline restructurings and bankruptcies;
- increased supply due to the sale of aircraft portfolios;
- availability and cost of credit;
- manufacturer production levels and technological innovation;
- 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.

***We will need additional capital to finance our growth 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.***

Our ability to acquire additional aircraft 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 December 2016, S&P Global Ratings lowered our corporate credit rating to BB- from BB , with a stable outlook, based on its reassessment of our credit profile under its new criteria for operating leasing companies.

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 growth opportunities will be limited and our ability to refinance our existing debt could be adversely affected, any of which 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.

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

Growth through future acquisitions of additional commercial aircraft requires the availability of capital. 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 may make it more difficult for us to make accretive acquisitions. Any acquisition of aircraft may not be profitable to us. In addition, acquisition of additional aircraft 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;

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- 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., Aircastle Limited, Aviation Capital Group, AWAS, Bank of China Aviation, Boeing Capital Corporation, Bohai Leasing (which, in 2016, acquired Avolon Holdings Limited, and has agreed to acquire CIT Aerospace), Castlake, GE Commercial Aviation Services Limited (GECAS), ICBC Leasing, Intrepid Aviation Limited, Jackson Square Aviation, Macquarie Bank Limited, and SMBC Aviation Capital, 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.

***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.

In general, the costs of operating an aircraft, including maintenance expenses, increase with the age of the aircraft. Further, variable expenses like fuel, crew size or aging aircraft corrosion control or modification programs and related airworthiness directives could make the operation of older aircraft more costly to our lessees and may result in increased lessee defaults or renegotiation of lease terms. We also may incur some of these increased maintenance expenses and regulatory costs upon acquisition or re-leasing of our aircraft. Any of these expenses or costs would have a material and adverse impact on our financial results.

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

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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.

***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 two 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.

***A new standard for lease accounting has been issued and we are currently evaluating its impact.***

In February 2016, the Financial Accounting Standards Board ( FASB ) issued its new lease standard, ASU 2016-02, Leases. Under the new standard, the accounting for leases by lessors would remain basically unchanged from the existing concepts in ASC 840, Leases. In addition, FASB has decided that lessors would be precluded from recognizing selling profit and revenue at lease commencement for any sales-type or direct finance lease that does not transfer control of the underlying asset to the lessee. We are currently evaluating the potential impact the adoption of the standard will have on our financial condition, financial results and cash flows. We plan to adopt the standard effective January 1, 2018.

***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.***

During 2016, we 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, 2016 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, 2016, it would have been \$23 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.

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### **Risks Relating to Our Aircraft Portfolio**

***Factors that increase the risk of decline in aircraft value 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 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 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 is subject to a lease and, if so, whether the lease terms are favorable to the lessor;
- the age of our aircraft;
- 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 is purchased, sold or re-leased;
- compatibility of our aircraft configurations or specifications with other aircraft owned by operators of that type; and
- decreases in the creditworthiness of our lessees.

Any decrease in the values of and achievable lease rates for commercial aircraft 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.

***The advent of superior aircraft 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, 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, which recently entered production, provide improved fuel consumption and operating economics as compared to earlier aircraft types. In addition, Airbus recently launched the A320neo family and Boeing plans to launch the 737 MAX family of aircraft in May 2017. 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 Sukhoi Company (JSC) in Russia are developing 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 may make certain of our aircraft less desirable 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.

***Our operational costs will increase as our aircraft age.***



As of December 31, 2016, the weighted average age of our aircraft was 6.2 years. In general, the cost of re-leasing an aircraft, including maintenance and modification expenditures, increases with the age of the aircraft. The costs of converting an aging passenger aircraft to a cargo aircraft are also substantial. The incurrence of these greater expenditures as our fleet ages could adversely affect our financial results and cash flow.

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***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, 2016, our aircraft portfolio 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. 62% of these aircraft are single-aisle, narrow-body aircraft, and 38% 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.

***Depreciation expenses could have a material adverse effect on our financial condition and financial results.***

Our aircraft have finite economic lives. Over time, their values depreciate in the ordinary course, and their ability to generate earnings and cash flows for our business declines. If depreciated aircraft are not replaced with newer aircraft, our ability to generate earnings and cash to meet our debt service obligations will be reduced. In addition, we depreciate our aircraft for accounting purposes on a straight-line basis to the aircraft's estimated residual value over its estimated useful life. If we dispose of an aircraft for a price that is less than its depreciated value, then we would be required to recognize a loss that would reduce our total assets and shareholders' equity and 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.

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

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.

In the years ended December 31, 2016, 2015 and 2014, we recognized impairment charges of \$96.1 million, \$66.1 million and \$1.2 million, respectively. The impairment charge in 2016 relates primarily to three wide-body aircraft, all of which are nearing the end of their useful lives. 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 net earnings or increase our net losses. 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.

***Our financial performance depends partly on our ability to regularly sell aircraft, and we may not be able to do so on favorable terms, or at all.***

Our financial performance depends partly on our ability to regularly sell aircraft profitably. 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

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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.

### ***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.

## **Risks Relating to Our Leases**

***We will need to re-lease or sell aircraft as leases expire to continue to generate sufficient funds to meet our debt obligations and finance our growth and operations. We may not be able to re-lease or sell aircraft on favorable terms, or at all.***

Our business strategy entails the need to re-lease aircraft as our current leases expire to generate sufficient revenues to meet our debt obligations and finance our growth and operations. The ability to re-lease aircraft depends on general market and competitive conditions. If we are not able to re-lease an aircraft or to do so on favorable terms, we may be

required to attempt to sell the aircraft to provide funds for our debt service obligations or to otherwise finance our operations. Our ability to re-lease or sell aircraft on favorable terms or without significant off-lease time and transition costs could be adversely affected by general business, economic and financial conditions, market conditions in the airline industry, airline bankruptcies, restructurings and mergers, the effects of terrorism and war, the sale of other aircraft by financial institutions or other factors.

*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

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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. We further 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 service providers or aircraft 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.

***If our lessees encounter financial difficulties and we decide to restructure our leases with those lessees, this could result in less favorable leases, significant reductions in our cash flow and adversely affect our ability to meet our debt obligations.***

We have restructured leases when lessees are late in making payments, fail to make required payments or have otherwise advised us that they expect to default in making required payments. A lease restructuring can involve a rescheduling of payments or even termination of a lease without receiving all or any of the past-due or deferred amounts. The terms and conditions of possible lease restructurings could result in a significant reduction of lease revenue which would have an adverse impact on our cash flows and adversely affect our ability to meet our debt obligations. We may receive more requests for lease restructurings if any of our lessees should experience financial difficulties in the future.



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

In 2016, no leases were terminated prior to their expiration dates. However, in previous years we have experienced, and may in the future experience, lessee defaults. 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.

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 materially adversely affect our financial condition, cash flows and financial results.

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***Failure to pay other operating costs could result in the grounding of our aircraft and prevent the re-lease, sale or other use of our aircraft, which would negatively affect our financial condition, cash flows and financial results.***

As in the case of maintenance costs, we may incur other operational costs upon a lessee default or where the terms of the lease require us to pay a portion of those costs. Such costs, which can be substantial, include:

- the costs of casualty, liability, war and political risk insurance and the liability costs or losses when insurance coverage has not been or cannot be obtained as required or is insufficient in amount or scope;
- the costs of licensing, exporting or importing an aircraft, costs of storing and operating an aircraft, airport taxes, customs duties, air navigation charges, landing fees and similar governmental or quasi-governmental impositions; and
- penalties and costs associated with the failure of lessees to keep the aircraft registered under all appropriate local requirements or obtain required governmental licenses, consents and approvals.

The failure to pay some of these costs can result in liens on the aircraft or a loss of insurance. Any of these events could result in the grounding of the aircraft and prevent the re-lease, sale or other use of the aircraft until such default is cured, which would negatively affect our financial condition, 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.

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.

***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.

*Some of our leases may provide our lessees with early termination options.*

As of December 31, 2016, none of our leases provided early termination options. However, we have entered into leases providing early termination options in the past, and we may enter into such leases again in the future. If

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any lease is terminated early at a time when we could not re-lease the aircraft at rates at least as favorable to us as the terminated lease, our financial condition, cash flows and financial results could be adversely affected.

### ***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, 2016, we had our largest concentration of total revenues in Asia and the South Pacific (38%), followed by Europe (34%), the Middle East and Africa (12%), North America (10%), and Mexico, South and Central America (6%). 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 65% of our total revenues for the year ended December 31, 2016 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, Chile, China, the Czech Republic, 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.

### **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

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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.

Consequently, these conditions may (i) affect our lessees' ability to make rental and other lease payments; (ii) result in lease restructurings and aircraft repossessions; (iii) impair our ability to re-lease or dispose the aircraft on a timely basis at favorable rates; and (iv) reduce the proceeds received for the aircraft upon any disposition. Any of these results could have a material adverse effect on our business, financial condition and financial results.

### ***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.

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

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takeoff weight of less than 55,000 kg on or after December 31, 2020. On January 14, 2016, the U.S. proposed noise regulations to harmonize with the new ICAO standards.

In addition to more stringent noise restrictions, the United States and other jurisdictions are beginning to impose more stringent limits on nitrogen oxide, carbon monoxide and carbon dioxide emissions from engines, consistent with current ICAO standards. On June 10, 2015, the United States Environmental Protection Agency proposed an endangerment finding that greenhouse gas emissions from certain classes of aircraft engines contribute to climate change and endanger public health and welfare and also issued an Advance Notice of Proposed Rulemaking proposing domestic adoption of the ICAO emissions standards expected in February 2016. On February 8, 2016, ICAO announced a proposed global performance standard for aircraft carbon intensity.

European countries generally have relatively strict environmental regulations that can restrict operational flexibility and decrease aircraft productivity. The European Parliament has confirmed that all emissions from flights within the European Union are subject to the ETS requirement, even those emissions that are emitted outside of the European Union. The European Union suspended the enforcement of the ETS requirements for international flights outside of the European Union due to a proposal issued by the ICAO in October 2013 to develop a global program to reduce international aviation emissions, which would be enforced by 2020. In response to this, the European Commission amended the ETS legislation through the end of 2016 so that only flights or portions thereof that take place in European regional airspace are subject to the ETS requirements. The United States, China and other countries continue to oppose the inclusion of aviation emissions in the ETS.

The potential impact of ETS and the proposed ICAO carbon 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. For example, the United Kingdom doubled its air passenger duties, effective February 1, 2007, in recognition of the environmental costs of air travel. Similar measures may be implemented in other jurisdictions as a result of environmental concerns. Compliance may affect the lessees' ability to make rental and other lease payments and reduce the value received for the aircraft upon any disposition, which could have an adverse effect on our financial position, cash flows and financial results.

***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, North Africa and Ukraine remain unsettled, and other international incidents, such as as terrorist attacks in Belgium, France 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

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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.

In 2016, the United States and European Union lifted certain nuclear-related secondary sanctions as provided by the Joint Comprehensive Plan of Action ("JCPOA") with Iran. Among other things, the sale or lease of civil passenger aircraft to most Iranian airlines is now permitted, subject to receipt of an appropriate license. Transactions with sanctioned individuals and entities, including aircraft sale and lease transactions with such persons, remain prohibited, and the United States retains the authority to revoke the sanctions relief provided by the JCPOA if Iran fails to meet its commitments thereunder. While we do not currently do business in Iran or with Iranian airlines, we may seek to do so

in the future in compliance with applicable laws and regulations.

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

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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.

***Uncertainty in the global geopolitical landscape following the change of presidential administration in the United States could have a negative impact on the airline industry.***

There is uncertainty regarding the policies and positions the United States will adopt following the change of presidential administration in the United States. This uncertainty includes the future of existing treaties and trade relationships, financial regulation, relationships with other countries, U.S. domestic manufacturing and environmental regulation. This uncertainty may adversely impact (i) air cargo demand and passenger air travel, (ii) manufacturing of airframes, engines and other related components, (iii) global stock markets (including the New York Stock Exchange, on which our shares are traded), and (iv) general global economic conditions. All of these factors are outside of our control, but may nonetheless impact the airline industry and could have an adverse effect on our business, financial condition and financial results.

***Economic conditions and regulatory changes resulting from the United Kingdom's likely exit from the European Union, the change of presidential administration in the United States, and the outcome of elections across the European Union in 2017, could have an adverse effect on our business, financial condition and financial results.***

Following a referendum in June 2016 in which voters in the United Kingdom (the UK) approved an exit from the European Union (the EU), it is expected that the UK government will initiate a process to leave the EU (Brexit). While the referendum was advisory, and the terms of any withdrawal are subject to a negotiation period that could last at least two years after the UK government formally initiates the withdrawal process, the referendum has created significant uncertainty, in particular as to the trade and travel agreements that may be made between the UK and the EU. In the United States, the new presidential administration and Congress could make significant changes in, or create uncertainty regarding, governmental policies, the regulatory environment and many other areas that could impact us, including but not limited to changes to existing trade agreements, import and export regulations, immigration, tariffs and customs duties, tax regulations, environmental regulations and other areas that become subject to significant changes. In the EU, several countries will hold general and/or presidential elections in 2017, including France, Germany, the Netherlands, and possibly Italy, and the outcome of these elections could create significant changes in, or create uncertainty regarding, laws, regulations and policies affecting our business.

Adverse consequences, such as instability in financial markets, deterioration in economic conditions, volatility in currency exchange rates or adverse changes in regulation of the aviation industry or bilateral agreements governing air travel, could negatively affect our financial condition, cash flows and financial results. These impacts may include increased costs of financing; downward pressure on demand for our aircraft and reduced market lease rates and lease margins; and a higher incidence, in the UK in particular and the EU generally, of lessee defaults or other events resulting in our lessees failing to perform under our lease agreements. In the year ended December 31, 2016, we had our second largest concentration of total revenues from Europe and consequently any of the effects of Brexit as described above, and others that we may not be able to anticipate, could negatively impact our business, financial condition and financial results.

***Changes to the global trade regime could have an adverse effect on the airline industry, our lessees and, in turn, our business, financial condition and financial results.***

Changes to the global trade regime following political events, such as the Brexit vote in the UK, the 2016 United States presidential election, and the 2017 EU elections, may adversely impact our financial condition. As the UK renegotiates its economic and political relationship with the EU, there is a risk that such discussions could disrupt the free movement of goods, services and people between the UK and the EU. In the United States and the EU, opposition to free trade agreements and the free movement of people have been significant issues in recent and upcoming elections. Increased restrictions on global trade and international travel may reduce the

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demand for air cargo and passenger air travel, which could have an adverse effect on the airline industry and on our lessees' ability to make their lease payment obligations to us, which, in turn, would negatively impact our business, financial condition and financial results.

### ***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 LLC and its affiliates ( Summit ) and Onex Corporation and its affiliates ( Onex ), 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. BBAM has arranged a significant number of aircraft acquisitions and dispositions pursuant to the NBB arrangement. We expect that BBAM will continue to arrange acquisition and disposition opportunities with NBB and that we may compete with NBB 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 NBB or any other entity managed by BBAM. BBAM and Onex also may participate in other ventures that acquire and lease commercial jet aircraft. We do not have any exclusive 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 a third party, including NBB, Onex or any other party managed by, or otherwise affiliated or associated with BBAM LP, any investment or disposal opportunity or will be required 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 or Onex 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.

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

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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. See *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.*

***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.

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 million; and

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- 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.

In addition, we are required to obtain written consent of certain of our lenders prior to terminating certain of our servicing agreements.

### ***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.

Under certain circumstances the provider of the financial guaranty insurance policy with respect to the notes issued by B&B Air Funding (the "Securitization Notes"), and certain of our lenders may have the right to terminate BBAM as the servicer for certain of our aircraft without our consent and may terminate the Servicer at a time which may be disadvantageous to us.

### ***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.

### ***A cyber-attack that bypasses BBAM's information technology, or IT, security systems, causing an IT security breach, may lead to a material disruption of our IT systems and the loss of business information, which may hinder our ability to conduct our business effectively and may 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 cyber-attack on these computer systems 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 cyber-attacks.

**Risks Related to Our Indebtedness**

*We have substantial indebtedness that imposes constraints on our operations.*

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;

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- 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, create liens on assets, sell assets, make freighter conversions and make certain investments or capital expenditures.

For example, B&B Air Funding is required to apply all of its available cash flow, after payment of certain expenses (including interest), to repay the principal on the Securitization Notes, and the cash flow from the aircraft in the B&B Air Funding portfolio is not available to us. We also have a debt facility provided by Norddeutsche Landesbank Gironzentrale ( Nord LB Facility ). Substantially all cash flows associated with these aircraft, after payment of certain expenses, is applied to payment of interest and principal and therefore is not available for distribution to us.

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.

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

We and our subsidiaries have a significant amount of indebtedness. As of December 31, 2016, our total consolidated indebtedness, net of unamortized debt discounts and loan costs, was \$2.5 billion.

Subject to the limits contained in the agreements governing our existing and future indebtedness, including the indentures governing our 2020 Notes and 2021 Notes, we may be able to incur substantial additional debt from time to time to finance aircraft, 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 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 aircraft acquisitions and 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.

In addition, the indentures governing our 2020 Notes and 2021 Notes, as well as the agreements governing our other indebtedness, contain restrictive financial and operating covenants that may limit our ability to engage in activities that may be in our long-term best interest. Our failure to comply with those covenants could result in an event of default which, if not cured or waived, may result in the acceleration of some or all our debt.

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***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.

***The terms of the agreements and indentures governing certain of our indebtedness restrict our current and future operations.***

The indentures and agreements governing certain of our indebtedness contain a number of restrictive covenants that impose significant operating and financial restrictions on us and may limit our ability to engage in acts that may be in our long-term best interest, including restrictions on our ability to:

- incur or guarantee additional indebtedness;
- sell assets;
- incur liens;
- pay dividends, repurchase certain equity interests or make other restricted payments;
- agree to any restrictions on the ability of restricted subsidiaries to transfer property or make payments to us;
- make certain investments;
- consolidate, amalgamate, merge, sell or otherwise dispose of all or substantially all of our assets; and;
- enter into transactions with our affiliates.

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.

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.

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

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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.

***We have a significant amount of non-recourse debt.***

As of December 31, 2016, we had total debt, net of unamortized debt discounts and loan costs, of \$2.5 billion. Of this amount, \$769.4 million 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, 2016, we had the following non-recourse debt facilities that provided financing against multiple aircraft:

<b>Facility</b> <sup>(1)</sup>	<b>Amount Outstanding at December 31, 2016</b> <sup>(2)</sup>	<b>Number of Aircraft Financed</b>	<b>Maturity Date</b>
Securitization Notes	\$139.7 million	9	November 2033
Nord LB Facility	\$171.5 million	6	November 2018

(1) Excludes \$471.2 million outstanding for seven aircraft financed by individual non-recourse loans.

(2) Excludes unamortized debt discounts and loan costs.

The maturity dates for non-recourse loans range from November 2018 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 \$1.8 billion of recourse debt outstanding as of December 31, 2016, 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 CBA Facility, the Fly Acquisition III Facility, our 2020 Notes and 2021 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.

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

We are a holding company and our principal assets are the equity interests 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 dividends and other payments 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 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



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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.*

***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.

**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 (assuming our continued compliance with certain reporting requirements), 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 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 ).

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### *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.

## **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 or the economy in general;
- announcements concerning the availability of the type of aircraft we own;
- general and industry-specific economic conditions;

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- 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;

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- 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 and the indentures governing our 2020 Notes and 2021 Notes 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.

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

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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 2020 Notes and 2021 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.

***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.

***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



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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.

### **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, manage our day-to-day operations and affairs and act as Servicer for our portfolio of aircraft and related leases.

We engage BBAM and its affiliates as Manager of our company and Servicer for our aircraft 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, marketing our aircraft for lease and re-lease, collecting rents and other payments from the lessees of our aircraft, 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.

As of February 28, 2017, the owners of BBAM LP, Summit and Onex, beneficially owned an aggregate of 4,186,632 of our common shares in the form of ADSs, 2,191,060 of which are subject to lock-up provisions.

#### **Our Aircraft Portfolio**

As of December 31, 2016, we had 76 aircraft in our portfolio, of which 75 were held for operating lease and one was recorded as an investment in finance lease. Our portfolio was comprised of 65 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, 2016, we had 47 Boeing aircraft and 29 Airbus aircraft in our portfolio. These aircraft were manufactured between 1990 and 2016 and had a weighted average age of 6.2 years as of December 31, 2016. 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.

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The following table presents the aircraft in our portfolio as of December 31, 2016:

<b>Lessee</b>	<b>Aircraft Type</b>	<b>Airframe Type</b>	<b>Date of Manufacture</b>
1. Aeromexico	B737-700	Narrow-body	2006
2. Aeromexico	B737-700	Narrow-body	2005
3. Aeromexico	B737-700	Narrow-body	2005
4. Air Berlin	A321-200	Narrow-body	2015
5. Air Berlin	A330-200	Wide-body	2001
6. Air China	B737-800	Narrow-body	2007
7. Air India	B787-8	Wide-body	2015
8. Air India	B787-8	Wide-body	2014
9. Air India	B787-8	Wide-body	2014
10. Air Moldova	A319-100	Narrow-body	2006
11. American Airlines	B737-800	Narrow-body	2013
12. Chang' An Airlines	B737-800	Narrow-body	2006
13. Eastern Airlines	B737-800	Narrow-body	2006
14. easyJet	A319-100	Narrow-body	2007
15. easyJet	A319-100	Narrow-body	2004
16. easyJet	A319-100	Narrow-body	2004
17. Ethiopian Airlines	B777-200LRF <sup>(1)</sup>	Wide-body	2015
18. Ethiopian Airlines	B777-200LRF <sup>(1)</sup>	Wide-body	2015
19. Finnair <sup>(2)</sup>	A320-200	Narrow-body	2003
20. flydubai	B737-800	Narrow-body	2010
21. Frontier	A319-100	Narrow-body	2001
22. Garuda Indonesia	B737-800	Narrow-body	2010
23. Garuda Indonesia	B737-800	Narrow-body	2010
24. Icelandair	B757-200SF <sup>(1)</sup>	Narrow-body	1990
25. Israir Airlines	A320-200	Narrow-body	2016
26. IZair	B737-800	Narrow-body	2007
27. IZair	B737-800	Narrow-body	2006
28. Jet Airways	B737-800	Narrow-body	2014
29. Jet Airways	B737-800	Narrow-body	2014
30. Jet Airways	B737-800	Narrow-body	2014
31. Jet Lite	B737-700	Narrow-body	2002
32. Jetstar Pacific Airlines	A320-200	Narrow-body	2005
33. LATAM	B787-8	Wide-body	2013
34. Lucky Air Airlines	B737-800	Narrow-body	2007
35. Lucky Air Airlines	B737-800	Narrow-body	2007
36. Malaysian Airlines	B737-800	Narrow-body	2011

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37.	Malaysian Airlines	B737-800	Narrow-body	2011
38.	Nok Airlines	B737-800	Narrow-body	2015
39.	Philippine Airlines	A321-200	Narrow-body	2014
40.	Philippine Airlines	A321-200	Narrow-body	2014
41.	Philippine Airlines	A330-300	Wide-body	2013
42.	Philippine Airlines	A330-300	Wide-body	2013
43.	Qantas	A320-200	Narrow-body	2005
44.	Shandong Airlines	B737-800	Narrow-body	2013
45.	Shandong Airlines	B737-800	Narrow-body	2013
46.	Silk Air	A320-200	Narrow-body	2004
47.	Spicejet	B737-800	Narrow-body	2007
48.	Spicejet	B737-800	Narrow-body	2007
49.	Spicejet	B737-900ER	Narrow-body	2007
50.	Sun Express (Germany)	B737-800	Narrow-body	1998
51.	Sun Express (Turkey)	B737-800	Narrow-body	2007
52.	Sunwing Airlines	B737-800	Narrow-body	2006
53.	Sunwing Airlines	B737-800	Narrow-body	2006

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<b>Lessee</b>	<b>Aircraft Type</b>	<b>Airframe Type</b>	<b>Date of Manufacture</b>
54. TAM	A320-200	Narrow-body	2006
55. THY	A320-200	Narrow-body	2005
56. THY	A320-200	Narrow-body	2005
57. THY	A320-200	Narrow-body	2005
58. Transavia France	B737-800	Narrow-body	2008
59. Transavia France	B737-800	Narrow-body	2008
60. Transavia France	B737-800	Narrow-body	2007
61. Transavia France	B737-800	Narrow-body	2007
62. Travel Service	B737-800	Narrow-body	2010
63. Travel Service	B737-800	Narrow-body	2010
64. TUI Travel Aviation Finance	B737-800	Narrow-body	2010
65. TUI Travel Aviation Finance	B757-200	Narrow-body	1999
66. TUI Travel Aviation Finance	B757-200	Narrow-body	1999
67. US Airways	A319-100	Narrow-body	2000
68. US Airways	A319-100	Narrow-body	2000
69. US Airways	A319-100	Narrow-body	2000
70. US Airways	A319-100	Narrow-body	2000
71. Virgin America	A320-200	Narrow-body	2007
72. Virgin Atlantic	A340-600	Wide-body	2006
73. Virgin Atlantic	A340-600	Wide-body	2006
74. Vueling Airlines	A320-200	Narrow-body	2007
75. Vueling Airlines	A320-200	Narrow-body	2007
76. Yakutia	B737-800	Narrow-body	2002

(1) Freighter.

(2) Investment in finance lease.

The following table summarizes the composition of our portfolio by manufacturer and aircraft type as of December 31, 2016:

<b>Aircraft Manufacturer</b>	<b>Aircraft Type</b>	<b>Number of Aircraft</b>
<b>Airbus</b>	A319-100	9
	A320-200 <sup>(1)</sup>	12
	A321-200	3
	A330-200	1
	A330-300	2
	A340-600	2
	<b>Total</b>	<b>29</b>
<b>Boeing</b>	B737-700	4
	B737-800	33

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	B737-900ER	1
	B757-200	2
	B757-200SF	1
	B777-200LRF	2
	B787-8	4
	<b>Total</b>	<b>47</b>
<b>Total</b>		<b>76</b>

(1) Includes an investment in finance lease.

Our portfolio is composed of 62% narrow-body aircraft and 38% wide-body aircraft, based on net book values as of December 31, 2016. Our narrow-body aircraft include Airbus A319, Airbus A320, Airbus A321 and next

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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.

The following table presents the composition of our portfolio based on airframe type as of December 31, 2016:

Airframe Type	Number of Aircraft
Narrow-body <sup>(1)(2)</sup>	65
Wide-body <sup>(3)</sup>	11
<b>Total</b>	<b>76</b>

(1) Includes an investment in finance lease.

(2) Includes one freighter.

(3) Includes two freighters.

**Our Markets**

Our aircraft 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					
	2016		2015		2014	
<b>Europe:</b>						
United Kingdom	\$ 34,498	11 %	\$ 50,742	12 %	\$ 46,281	11 %
Turkey	24,593	8 %	29,847	7 %	27,069	7 %
Russia	3,141	1 %	24,095	6 %	9,017	2 %
Other <sup>(1)</sup>	46,516	14 %	74,171	17 %	73,660	19 %
<b>Europe — Total</b>	<b>108,748</b>	<b>34 %</b>	<b>178,855</b>	<b>42 %</b>	<b>156,027</b>	<b>39 %</b>
<b>Asia and South Pacific:</b>						
India	39,640	13 %	19,572	4 %	32,675	8 %
Philippines	29,129	9 %	38,677	9 %	12,947	3 %
China	23,882	8 %	37,943	9 %	47,049	12 %
Other	27,287	8 %	39,056	9 %	45,855	11 %
<b>Asia and South Pacific — Total</b>	<b>119,938</b>	<b>38 %</b>	<b>135,248</b>	<b>31 %</b>	<b>138,526</b>	<b>34 %</b>
<b>Mexico, South and Central America:</b>						
Chile	8,939	3 %	24,336	6 %	28,116	7 %
Other	8,768	3 %	16,732	4 %	21,733	5 %
<b>Mexico, South and Central America — Total</b>	<b>17,707</b>	<b>6 %</b>	<b>41,068</b>	<b>10 %</b>	<b>49,849</b>	<b>12 %</b>
<b>North America:</b>						
United States	24,591	8 %	37,316	9 %	41,531	10 %

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Other	6,223	2 %	6,380	1 %	3,429	1 %
<b>North America — Total</b>	<b>30,814</b>	<b>10 %</b>	<b>43,696</b>	<b>10 %</b>	<b>44,960</b>	<b>11 %</b>
<b>Middle East and Africa — Total:</b>						
Ethiopia	30,084	10 %	22,808	5 %	4,501	1 %
Other	8,357	2 %	8,315	2 %	12,700	3 %
<b>Middle East and Africa — Total</b>	<b>38,441</b>	<b>12 %</b>	<b>31,123</b>	<b>7 %</b>	<b>17,201</b>	<b>4 %</b>
<b>Total Lease Revenue</b>	<b>\$ 315,648</b>	<b>100 %</b>	<b>\$ 429,990</b>	<b>100 %</b>	<b>\$ 406,563</b>	<b>100 %</b>

(1) Includes \$2.1 million and \$0.3 million of finance lease income in 2016 and 2015, respectively.



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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, 2016, we had 75 aircraft held for operating lease subject to lease agreements, of which 63 have fixed lease rates and 12 have floating lease rates.

Our aircraft are leased to 42 airlines in 27 countries, in both developed and emerging markets. Under our leases, the lessees agree to lease the aircraft for a fixed term, although in some cases the lessees have early termination or lease extension options. Our leases are scheduled to expire between 2017 and 2028 and have a weighted average remaining lease term of 6.8 years as of December 31, 2016.

The following table presents the scheduled lease maturity of the aircraft in our portfolio as of December 31, 2016:

<b>Year of Scheduled Lease Expiration</b>	<b>Airframe Type</b>		<b>Total</b>
	<b>Narrow</b>	<b>Wide</b>	
2017	7	—	7
2018	6 <sup>(1)</sup>	3	9
2019	13	—	13
2020	6	—	6
2021	9	—	9
2022	9	—	9
2023	4	—	4
2024	3	—	3
2025	3 <sup>(2)</sup>	3	6
2026	2	—	2
2027	2 <sup>(3)</sup>	2	4
2028	1	3	4
<b>Total</b>	<b>65</b>	<b>11</b>	<b>76</b>

(1) Includes one freighter.

(2) Includes an investment in finance lease.

(3) Includes two freighters.

At December 31, 2016, we had seven leases in our portfolio scheduled to expire in 2017. Subsequent to year end, we re-leased one aircraft, entered into a letter of intent to either sell or extend the lease of one aircraft and entered into a letter of intent to re-lease one additional aircraft, bringing the remaining aircraft to be remarketed in 2017 to four. We may have additional remarketings in 2017 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.

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**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. These 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 normal unscheduled 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 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 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.

**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 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, 2016, our lessees have informed us of the following subleases:

**Lessee**

Transavia France S.A.S.

Travel Service, a.s.

**Sublessee**

Air Transat A.T. Inc.

Air Transat A.T. Inc. and Sunwing Airlines Inc.

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.

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**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 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 at or before the expiration of their leases. In 2016, we sold 27 aircraft to unrelated third parties.

### **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

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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.

### **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*

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*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, 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 are pursuing a strategy of fleet renewal by acquiring newer aircraft and opportunistically selling older aircraft. We expect to continue to acquire aircraft primarily by (i) entering into purchase and leaseback transactions with airlines for newer aircraft and (ii) opportunistically acquiring individual aircraft that we believe are being offered at attractive prices. In addition, we will continue to consider opportunities to purchase aircraft portfolios, and to sell our aircraft, individually or in portfolio sales of various sizes, when we believe that doing so will maximize our returns, or to manage the composition of our portfolio.

In 2016, we acquired ten aircraft and sold a total of 27 aircraft, one of which was an investment in a finance lease.

For the year ended December 31, 2016, we had a net loss of \$29.1 million, or diluted loss per share of \$0.88, including impairment charges of \$96.1 million. Net cash provided by operating activities for the year ended December 31, 2016 totaled \$149.6 million. Net cash used in investing activities was \$123.3 million and net cash provided by financing activities was \$215.7 million for the year ended December 31, 2016.

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

### **Market Conditions**

The airline industry has been profitable every year since 2012. It is predicted that airline profitability will continue in 2017. Passenger growth remains strong, utilization remains at or near record levels and the parked fleet is steady at about 3%. Competition remains strong in the sale lease-back market and aircraft values generally remain stable.

Long term, there continues to be overall positive trends in world air traffic and demand for commercial aircraft, which we believe will continue to drive growth in the aircraft leasing market. Passenger demand continues to grow, although at a more moderate pace in the second half of 2016. Aircraft manufacturers are increasing the production rates of their narrow-body aircraft, including new models which currently make up about 80% of the worldwide fleet.

Despite the 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. Although we expect the airline industry to be profitable in 2017, profits are not uniformly distributed among airlines, and certain airlines, particularly smaller airlines and start-up carriers, struggle financially. These lessees may be unable to make lease rental and other payments on a timely basis. In addition, an increase in 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

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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 Held for Sale***

In accordance with guidance provided by the FASB, flight equipment is classified 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 held for sale criteria. Flight equipment held for sale is recorded at the lesser of carrying value or fair value, less estimated cost to sell. We continue to recognize rent from aircraft held for sale until the date the aircraft is sold. Rent collected from the sale contract date through the aircraft disposition date reduces the sale proceeds and gain on sale of aircraft. Imputed interest earned from the sale contract date through the aircraft disposition date increases the selling price of an aircraft. 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. An aircraft classified as held for sale is 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.
- 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 which 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 modifications to the aircraft to be performed by us pursuant to any lease agreement are accounted for as lease incentives and are amortized against revenue over the term of the lease, assuming no lease renewals. 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 us 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***

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

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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 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, we 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 aircraft. We will also record an impairment charge if the expected sale proceeds of an aircraft 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.

The preparation of these impairment analyses requires 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 date in the future, estimated downtime between re-leasing events and the amount of re-leasing costs.

### ***Maintenance Right***

We identify, measure and account for maintenance right assets and liabilities associated with our acquisitions of aircraft with in-place leases. A maintenance right asset represents the fair value of our contractual right under a lease to receive an aircraft 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 lease end contractual maintenance condition of the aircraft at lease expiry and the actual maintenance condition of the aircraft on the acquisition date.

Our aircraft 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 into a specified maintenance condition.

Maintenance right assets in EOL Leases represent the difference in value between the contractual right to receive an aircraft 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 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. Maintenance right assets, net are recorded as a separate line item on our balance sheet.

When we have recorded maintenance right assets with respect to EOL Leases, the following accounting scenarios exist: (i) the aircraft is returned at lease expiry in the contractually specified 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 is returned at lease expiry in the contractually specified maintenance condition

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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 payments to us for maintenance based upon usage of the aircraft. 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 in an improved condition relative to the actual condition on the acquisition date. The aircraft 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. Maintenance right assets, net will be recorded as a separate line item on our balance sheet.

When we have recorded maintenance right assets with respect to MR Leases, the following accounting scenarios exist: (i) the aircraft 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 hedge accounting provisions, 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 formally 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.

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.



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### ***Maintenance Payment Liability***

Our 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. We do not recognize such maintenance payments as revenue during the lease. 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.

In some leases, 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.

We 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 us are capitalized and depreciated over the period until the next overhaul is required. Such payments made by us for minor maintenance, repairs and re-leasing of aircraft are expensed as incurred.

Maintenance payment liability balances at the end of a lease or any amount received as part of a redelivery adjustment are recorded as lease revenue at lease termination, including early termination upon a default. 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.

### ***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 revenues from flight equipment under operating leases. Rental income from aircraft 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 timing of lease expiries, scheduled and unscheduled, and the timing of maintenance performed on the aircraft 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.
- *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.

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We apply a recognition threshold of more-likely-than-not to be sustained in the examination of income tax on uncertainties. We have elected to classify any 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 the years ended December 31, 2016, 2015 and 2014.

**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. The guidance specifically notes that lease contracts with customers are a scope exception. However, the standard may impact accounting for our revenue other than lease revenue. We are currently evaluating the potential impact the adoption of the standard will have on our consolidated financial condition, results of operations and cash flows. We plan to adopt the guidance effective January 1, 2018.

In February 2016, FASB issued its new lease standard, ASU 2016-02, *Leases*. Under the new standard, the accounting for leases by lessors would remain basically unchanged from the existing concepts in ASC 840, *Leases*. In addition, FASB has decided that lessors would be precluded from recognizing selling profit and revenue at lease commencement for any sales-type or direct finance lease that does not transfer control of the underlying asset to the lessee. We are currently evaluating the potential impact the adoption of the standard will have on our consolidated financial condition, results of operations and cash flows. We plan to adopt the standard effective January 1, 2018.

In August 2016, FASB issued ASU 2016-15, *Statement of Cash Flows (Topic 230)*. The new guidance is intended to reduce diversity in practice in how certain transactions are classified in the statement of cash flows. The guidance requires application using a retrospective transition method. We are currently evaluating the potential impact the adoption of the standard will have on our statement of cash flows. We plan to adopt the guidance effective January 1, 2018.

In November 2016, FASB issued ASU 2016-18, *Statement of Cash Flows (Topic 230)*. ASU 2016-18 provides guidance on the presentation of restricted cash and restricted cash equivalents in the statement of cash flows. The guidance requires entities to show the changes in total of cash, cash equivalents, restricted cash and restricted cash equivalents. As a result, entities will no longer present transfers between cash and cash equivalents, restricted cash and restricted cash equivalents in the statement of cash flows. The guidance requires application using a retrospective transition method to each period presented. We anticipate that the adoption of the standard will not have a material effect on our statement of cash flows. We plan to adopt the guidance effective January 1, 2018.

In October 2016, FASB issued ASU 2016-16, *Income Taxes (Topic 740): Intra-Entity Transfers of Assets Other Than Inventory*, which requires the recognition of current and deferred income taxes for intra-entity asset transfers, other than inventory, when the transfer occurs. Historically, the income tax consequence was not recognized until the asset was sold to a third party. We are currently evaluating the potential impact the adoption of the standard will have on our consolidated financial condition, results of operations or cash flows. We plan to adopt the guidance effective January 1, 2018.

In January 2017, FASB issued ASU 2017-01, *Business Combinations (Topic 805): Clarifying the Definition of a Business*. ASU 2017-01 provides guidance to assist with evaluating whether transactions should be accounted for as acquisitions (or disposals) of assets or businesses. We adopted the guidance effective October 1, 2016, and now account for the acquisition of aircraft with in-place leases as asset acquisitions. During the fourth quarter of 2016, we capitalized \$0.8 million in acquisition fees.

TABLE OF CONTENTS**Operating Results**

Management's discussion and analysis of operating results presented below pertain to the consolidated statement of operations of Fly for the years ended December 31, 2016, 2015 and 2014.

*Consolidated Statements of Income of Fly for the years ended December 31, 2016 and 2015*

	<b>Years ended</b>		<b>Increase/ (Decrease)</b>
	<b>2016</b>	<b>2015</b>	
	<b>(Dollars in thousands)</b>		
<b>Revenues</b>			
Operating lease revenue	\$ 313,582	\$ 429,691	\$ (116,109 )
Finance lease income	2,066	299	1,767
Equity earnings from unconsolidated subsidiary	530	1,159	(629 )
Gain on sale of aircraft	27,195	28,959	(1,764 )
Interest and other income	1,666	2,289	(623 )
<b>Total revenues</b>	<b>345,039</b>	<b>462,397</b>	<b>(117,358 )</b>
<b>Expenses</b>			
Depreciation	120,452	159,732	(39,280 )
Aircraft impairment	96,122	66,093	30,029
Interest expense	123,161	145,448	(22,287 )
Selling, general and administrative	30,077	33,674	(3,597 )
Ineffective, dedesignated and terminated derivatives	91	4,134	(4,043 )
Net loss on extinguishment of debt	9,246	17,491	(8,245 )
Maintenance and other costs	2,279	7,628	(5,349 )
<b>Total expenses</b>	<b>381,428</b>	<b>434,200</b>	<b>(52,772 )</b>
<b>Net income (loss) before provision for income taxes</b>	<b>(36,389 )</b>	<b>28,197</b>	<b>(64,586 )</b>
Provision (benefit) for income taxes	(7,277 )	5,399	(12,676 )
<b>Net income (loss)</b>	<b>\$ (29,112 )</b>	<b>\$ 22,798</b>	<b>\$ (51,910 )</b>

As of December 31, 2016, we had 76 aircraft in our portfolio, of which 75 were held for operating lease and one was recorded as an investment in finance lease. As of December 31, 2015, we had 93 aircraft in our portfolio, of which 79 were held for operating lease, 13 aircraft were held for sale, and one was recorded as an investment in finance lease. In 2016, we purchased ten aircraft and sold 27 aircraft.

In the years ended December 31, 2016 and 2015, we continued to recognize revenue from aircraft classified as held for sale, until the date that the aircraft were delivered to the purchasers. Pursuant to the sale contracts governing these transactions, rents collected with respect to these aircraft from the sale contract date through the aircraft disposition date reduced the sale proceeds and gain on sale of aircraft, which was partially offset by imputed interest earned for the same period. We ceased to recognize depreciation on these aircraft on the relevant sale contract date.

	<b>Years ended</b>		<b>Increase/ (Decrease)</b>
	<b>2016</b>	<b>2015</b>	

(Dollars in thousands)

**Operating lease revenue:**

Operating lease rental revenue	\$ 313,976	\$ 398,741	\$ (84,765 )
End of lease revenue	8,918	53,760	(44,842 )
Amortization of lease incentives	(8,898 )	(20,527 )	11,629
Amortization of lease premiums, discounts & other	(414 )	(2,283 )	1,869
<b>Total operating lease revenue</b>	<b>\$ 313,582</b>	<b>\$ 429,691</b>	<b>\$ (116,109 )</b>

For the year ended December 31, 2016, operating lease revenue totaled \$313.6 million, a decrease of \$116.1 million compared to the year ended December 31, 2015. The decrease was primarily due to (i) a decrease of \$133.2 million in lease revenue from aircraft sold in 2015 and 2016, (ii) a decrease of \$44.8 million from end

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of lease revenue recognized and (iii) a decrease of \$5.8 million from off-lease periods and lower lease rates on lease extensions and remarketings. The decrease was partially offset by (i) an increase of \$52.9 million from aircraft purchased in 2015 and 2016, (ii) a decrease of \$11.6 million in lease incentive amortization, (iii) a decrease of amortization of lease premiums, net of lease discounts of \$1.4 million, and (iv) other increases of \$1.8 million.

For the year ended December 31, 2016, finance lease income totaled \$2.1 million. At December 31, 2016, we had one investment in finance lease. An existing operating lease was reclassified to a finance lease, resulting in a gain of \$2.7 million. For the year ended December 31, 2015, finance lease income totaled \$0.3 million, which was attributable to one lease recorded as an investment in finance lease. This aircraft was sold during the third quarter of 2016.

During the years ended December 31, 2016 and 2015, we recorded equity earnings from our investment in unconsolidated subsidiary of \$0.5 million and \$1.2 million, respectively. Two aircraft remain in the joint venture.

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, and the sale proceeds were paid to the lender as full and final discharge of the associated loan. During the year ended December 31, 2015, we sold 44 aircraft and recognized a gain on sale of aircraft totaling \$29.0 million.

Depreciation expense during the year ended December 31, 2016 was \$120.5 million, compared to \$159.7 million for the year ended December 31, 2015, a decrease of \$39.2 million. The decrease was primarily due to stoppage of depreciation on (i) aircraft classified as held for sale in 2015 and (ii) aircraft sold in 2015 and 2016. These decreases were partially offset by depreciation on aircraft acquired in 2015 and 2016.

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 nearing the end of their useful lives and are the only aircraft of their type in our portfolio. 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 in full satisfaction of the associated debt. During the year ended December 31, 2015, we recognized aircraft impairment totaling \$66.1 million related to three wide-body aircraft nearing the end of their economic lives and 11 narrow-body aircraft, ten of which were sold in 2015 and 2016.

Interest expense totaled \$123.2 million and \$145.4 million for the years ended December 31, 2016 and 2015, respectively. The decrease of \$22.2 million was primarily due to (i) a reduction in interest due to debt repayments from aircraft sales and regular amortization, (ii) a reduction in swap interest expense, (iii) re-pricing of the Term Loan in April 2015 and (iv) loan fees and commitment fees paid under the Fly Acquisition II Facility prior to its termination in the first quarter of 2015, partially offset by interest on other secured borrowings in 2016, and loan and commitment fees paid under the Fly Acquisition III Facility.

Debt extinguishment costs totaled \$9.2 million and \$17.5 million for the years ended December 31, 2016 and 2015, respectively. During the year 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) wrote off unamortized loan costs and debt discounts and expensed loan costs totaling \$2.3 million in connection with the extension of the Term Loan, and (iii) incurred swap breakage fees of \$2.1 million. During the year ended December 31, 2015, we wrote off unamortized loan costs and debt discounts totaling \$13.9 million as debt extinguishment costs in connection with the repayment of debt associated with aircraft sold, and incurred \$2.6 million of prepayment and other fees in connection with the (i) termination of the Fly Acquisition II Facility, (ii) re-pricing of the Term Loan, and (iii) repayment of debt associated with aircraft sold. We also incurred swap breakage fees of \$1.0 million.

Selling, general and administrative expenses were \$30.1 million and \$33.7 million for the years ended December 31, 2016 and 2015, respectively. The decrease of \$3.6 million was primarily due to (i) a reduction in annual management fees in connection with the amendment to the management agreement with our Manager effective July 1, 2015 and (ii) a reduction in servicing fees paid to BBAM due to a decrease in the number of aircraft in our portfolio. These decreases were partially offset by \$1.1 million of professional fees incurred in 2016 related to the restatement of our financial statements and a reduction in unrealized foreign currency exchange gains caused by the valuation of other aircraft secured borrowings denominated in Euros.

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Maintenance and other costs totaled \$2.3 million and \$7.6 million during the years ended December 31, 2016 and 2015, respectively. The decrease of \$5.3 million was primarily due to a reduction in remarketing activities.

For the years ended December 31, 2016 and 2015, we had a benefit for income taxes of \$7.3 million and provision for income taxes of \$5.4 million, respectively. In 2016, we recognized a deduction for an interest payment made by a subsidiary. We intend to utilize this benefit as group relief to offset income tax on repatriated earnings of a Cayman Islands subsidiary. During the years ended December 31, 2016 and 2015, we recorded net valuation allowances of \$7.2 million and \$3.4 million, respectively.

Our consolidated net loss was \$29.1 million and our consolidated net income was \$22.8 million for the years ended December 31, 2016 and 2015, respectively.

*Consolidated Statements of Income of Fly for the years ended December 31, 2015 and 2014*

	Years ended		Increase/ (Decrease)
	2015	2014	
	(Dollars in thousands)		
<b>Revenues</b>			
Operating lease revenue	\$ 429,691	\$ 406,563	\$ 23,128
Finance lease income	299	—	299
Equity earnings from unconsolidated subsidiary	1,159	3,562	(2,403 )
Gain on sale of aircraft	28,959	14,761	14,198
Interest and other income	2,289	662	1,627
<b>Total revenues</b>	<b>462,397</b>	<b>425,548</b>	<b>36,849</b>
<b>Expenses</b>			
Depreciation	159,732	166,983	(7,251 )
Aircraft impairment	66,093	1,200	64,893
Interest expense	145,448	142,519	2,929
Selling, general and administrative	33,674	41,033	(7,359 )
Ineffective, dedesignated and terminated derivatives	4,134	72	4,062
Net gain on extinguishment of debt	17,491	(2,194 )	19,685
Maintenance and other costs	7,628	7,060	568
<b>Total expenses</b>	<b>434,200</b>	<b>356,673</b>	<b>77,527</b>
<b>Net income before provision for income taxes</b>	<b>28,197</b>	<b>68,875</b>	<b>(40,678 )</b>
Provision for income taxes	5,399	8,691	(3,292 )
<b>Net income</b>	<b>\$ 22,798</b>	<b>\$ 60,184</b>	<b>\$ (37,386 )</b>

As of December 31, 2015, we had 93 aircraft in our portfolio, of which 79 were held for operating lease, 13 were held for sale, and one was recorded as an investment in finance lease. As of December 31, 2014, we had 127 aircraft in our portfolio, all of which were held for operating lease. In 2015, we purchased ten aircraft and sold 44 aircraft.

	Years ended		Increase/ (Decrease)
	2015	2014	
	(Dollars in thousands)		



**Operating lease revenue:**

Operating lease rental revenue	\$ 398,741	\$ 387,835	\$ 10,906
End of lease revenue	53,760	41,651	12,109
Amortization of lease incentives	(20,527 )	(18,934 )	(1,593 )
Amortization of lease premiums, discounts & other	(2,283 )	(3,989 )	1,706
<b>Total operating lease revenue</b>	<b>\$ 429,691</b>	<b>\$ 406,563</b>	<b>\$ 23,128</b>

For the year ended December 31, 2015, operating lease revenue totaled \$429.7 million, an increase of \$23.1 million compared to the year ended December 31, 2014. The increase was primarily due to (i) an increase of \$76.0 million from aircraft purchased in 2014 and 2015, (ii) an increase of \$12.1 million from end of lease revenue recognized and (iii) other increases of \$1.9 million. The increase was partially offset by (i) a decrease of

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\$40.5 million in lease revenue from aircraft sold in 2014 and 2015, (ii) a decrease of \$24.8 million from off-lease periods and lower lease rates on lease extensions and remarketings and (iii) an increase of \$1.6 million in lease incentive amortization. For the year ended December 31, 2015, operating lease revenue recognized with respect to aircraft held for sale was \$94.1 million.

For the year ended December 31, 2015, finance lease income totaled \$0.3 million, which was attributable to one lease recorded as an investment in finance lease. This aircraft was sold during the third quarter of 2016. During the year ended December 31, 2014, we had no investment in finance lease.

During the years ended December 31, 2015 and 2014, we recorded equity earnings from our investment in unconsolidated subsidiary of \$1.2 million and \$3.6 million, respectively. Our equity earnings for 2014 included our share of the gain on conversion of operating leases to finance leases with respect to two aircraft held in Fly-Z/C LP, which were transferred to the airline in the first quarter of 2015.

During the year ended December 31, 2015, we sold 44 aircraft and recognized a gain on sale of aircraft totaling \$29.0 million. During the year ended December 31, 2014, we sold eight aircraft, six of which generated a gain on sale of \$14.8 million. We recorded a gain on debt extinguishment of \$2.3 million in connection with the sale of the other two aircraft that were financed under the CBA Facility. The sale proceeds were paid to the lenders as full and final discharge of the loans secured by these two aircraft.

Depreciation expense during the year ended December 31, 2015 was \$159.7 million, compared to \$167.0 million for the year ended December 31, 2014, a decrease of \$7.3 million. The decrease was primarily due to stoppage of depreciation on (i) aircraft held for sale aircraft and (ii) aircraft sold in 2015 and 2014. These decreases were partially offset by (i) depreciation on acquired aircraft, (ii) additional depreciation on our Boeing 757 aircraft that we contracted to sell in 2014 and (iii) accelerated depreciation on one aircraft resulting from an adjustment to its residual value.

During the year ended December 31, 2015, we recognized an impairment totaling \$66.1 million. The impairment charge related to three wide-body aircraft nearing the end of their economic lives and 11 narrow-body aircraft, ten of which were sold in 2015 and 2016. During the year ended December 31, 2014, we recognized aircraft impairment totaling \$1.2 million related to one wide-body aircraft. This aircraft was sold during the first quarter of 2016.

Interest expense totaled \$145.4 million and \$142.5 million for the years ended December 31, 2015 and 2014, respectively. The increase of \$2.9 million was primarily due to (i) the Additional 2020 Notes and 2021 Notes issued in October 2014 and (ii) additional secured borrowings used to finance aircraft acquisitions. This increase was partially offset by (i) a reduction in interest due to debt repayments, (ii) re-pricing of the Term Loan, (iii) refinancings made in 2015 and 2014 and (iv) loan fees and commitment fees paid in the Fly Acquisition II Facility prior to its termination.

During the year December 31, 2015, we wrote off unamortized loan costs and debt discounts totaling \$13.9 million as debt extinguishment costs and incurred \$2.6 million of prepayment and other fees in connection with (i) termination of the Fly Acquisition II Facility, (ii) re-pricing of the Term Loan, and (iii) repayment of debt associated with aircraft sold. We also incurred swap breakage fees of \$1.0 million. During the year ended December 31, 2014, we recognized a net gain on debt extinguishment of \$2.2 million which primarily related to the sale of two aircraft that were financed under the CBA Facility. The sale proceeds were paid to the lenders as full and final discharge of the loans secured by these two aircraft. The gain was partially offset by the write-off of unamortized loan costs associated with the repayment of two other aircraft secured borrowings.

Selling, general and administrative expenses were \$33.7 million and \$41.0 million for the years ended December 31, 2015 and 2014, respectively. The decrease of \$7.3 million was primarily due to (i) a \$5.0 million reduction in annual

management expenses in connection with the amendment to the management agreement effective July 1, 2015, (ii) lower expensed acquisition fees in 2015 compared to 2014, and (iii) unrealized foreign currency exchange gains caused by the valuation of other aircraft secured borrowings denominated in Euros. These decreases were partially offset by increases in servicing fees as a result of aircraft purchased in the portfolio.

Maintenance and other costs totaled \$7.6 million and \$7.1 million during the years ended December 31, 2015 and 2014, respectively. The increase was primarily due to higher costs related to remarketing activities.

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Our provision for income taxes was \$5.4 million and \$8.7 million during the years ended December 31, 2015 and 2014, respectively. Our effective tax rate was 19.1% and 12.6% for the years ended December 31, 2015 and 2014, respectively. We recorded net valuation allowances of \$3.4 million and \$2.5 million during the years ended December 31, 2015 and 2014, respectively.

Our consolidated net income was \$22.8 million and \$60.2 million for the years ended December 31, 2015 and 2014, 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. Since the beginning of 2013, we have spent approximately \$2.7 billion to acquire 56 aircraft.

We continue to pursue opportunistic aircraft sales to rejuvenate our fleet. In 2015, we sold 44 aircraft. We sold an additional 27 aircraft during the year ended December 31, 2016, generating \$209.3 million of cash, after repayment of the associated debt.

We finance our business with unrestricted cash, cash generated from operating leases, aircraft sales and debt financings. At December 31, 2016, we had \$518.0 million of unrestricted cash, and approximately \$272.0 million of borrowing capacity remaining under the Fly Acquisition III Facility. We also had eight unencumbered aircraft with an aggregate book value of \$380.1 million.

In recent years, our debt financing strategy has focused on funding our business on an unsecured basis, which provides us with greater operational flexibility, and through secured, recourse debt financing, which enables us to take advantage of improved 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.

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.

During the year ended December 31, 2016, we repurchased 3,414,960 shares at an average price of \$11.73 per share, for a total of \$40.1 million.

We expect that cash on hand and cash from operations 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 Risk Factors in this report.

#### ***Cash Flows of Fly for the year ended December 31, 2016 and 2015***

We generated cash from operations of \$149.6 million and \$214.9 million for the years ended December 31, 2016 and 2015, respectively, a decrease of \$65.3 million.

Cash used in investing activities was \$123.3 million for the year ended December 31, 2016. Cash provided by investing activities was \$480.5 million for the year ended December 31, 2015. 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. In 2015, we used \$601.1 million of cash to purchase ten aircraft, including a \$33.6 million investment in a finance lease aircraft, and sold 44 aircraft for net cash proceeds of \$1.1 billion. Lessor maintenance contributions totaled \$2.7 million and \$18.6 million for the years ended December 31, 2016 and 2015, respectively.

Cash provided by financing activities for the year ended December 31, 2016 totaled \$215.7 million. Cash used in financing activities for the year ended December 31, 2015 totaled \$756.6 million. In 2016, we (i) made repayments on our secured borrowings totaling \$448.3 million, (ii) decreased our restricted cash accounts by \$80.8 million and (iii) used \$40.3 million to repurchase 3,414,960 shares. These were partially offset by (i) net proceeds of \$572.7 million from secured borrowings to partially finance aircraft acquisitions and (ii) net maintenance reserve receipts of \$60.6 million. In 2015, we (i) made repayments on our secured borrowings totaling \$791.4 million, (ii) used \$81.4 million to repurchase 5,797,673 shares, (iii) increased our restricted cash accounts by \$35.8 million and (iv) paid dividends and dividend equivalents of \$42.4 million. These were

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partially offset by (i) net proceeds of \$147.3 million from secured borrowings to partially finance aircraft acquisitions and (ii) net maintenance reserve receipts of \$45.7 million.

### *Cash Flows of Fly for the years ended December 31, 2015 and 2014*

We generated cash from operations of \$214.9 million and \$227.2 million for the years ended December 31, 2015 and 2014, respectively, a decrease of \$12.3 million.

Cash provided by investing activities was \$480.5 million for the year ended December 31, 2015. Cash used in investing activities totaled \$840.6 million for the year ended December 31, 2014. In 2015, we used \$601.1 million of cash to purchase ten aircraft, including a \$33.6 million investment in a finance lease aircraft, and sold 44 aircraft for net cash proceeds of \$1.1 billion. In 2014, we used \$915.5 million of cash to purchase 22 aircraft, and sold eight aircraft for net cash proceeds of \$88.6 million. Lessor maintenance contributions totaled \$18.6 million and \$5.0 million for the years ended December 31, 2015 and 2014, respectively.

Cash used in financing activities for the year ended December 31, 2015 totaled \$756.6 million. Cash provided by financing activities for the year ended December 31, 2014 totaled \$546.5 million. In 2015, we (i) made repayments on our secured borrowings totaling \$791.4 million, (ii) used \$81.4 million to repurchase 5,797,673 shares, (iii) increased our restricted cash accounts by \$35.8 million and (iv) paid dividends and dividend equivalents of \$42.4 million. These were partially offset by (i) net proceeds of \$147.3 million from secured borrowings to partially finance aircraft acquisitions and (ii) net maintenance reserve receipts of \$45.7 million. In 2014, we (i) received net proceeds from unsecured borrowings of \$396.6 million from the issuance of the Additional 2020 Notes and the 2021 Notes, (ii) received net proceeds of \$298.7 million from secured borrowings to partially finance aircraft acquisitions, (iii) received net maintenance payment liability receipts of \$39.8 million, (iv) reduced our restricted cash accounts by \$35.7 million primarily related to the release of escrowed funds used to purchase aircraft and (v) received net security deposit receipts of \$13.4 million. These were partially offset by (i) net repayments of our secured borrowings totaling \$193.0 million and (ii) dividend and dividend equivalent payments of \$42.8 million.

### *Maintenance Cash Flows*

Under our leases, the lessee is generally responsible for maintenance and repairs, airframe and engine overhauls, obtaining consents and approvals 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 2016, we received \$71.5 million of maintenance payments from lessees and made maintenance payment disbursements of \$11.0 million and maintenance contributions of \$2.7 million.

TABLE OF CONTENTS***Dividends and Share Repurchases***

In July 2016, our board of directors approved a \$75.0 million share repurchase program expiring in December 2017. Under this program, we may make share repurchases from time to time in the open market or in privately negotiated transactions. As of December 31, 2016, approximately \$66.7 million remained available under this program.

During the year ended December 31, 2016, we repurchased a total of 3,414,960 shares at an average price of \$11.73 per share, or \$40.1 million, before commissions and fees.

**Financing**

We finance our business with unsecured and secured borrowings. As of December 31, 2016, 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.

The 2020 Notes and 2021 Notes are unsecured obligations of ours and rank *pari passu* in right of payment with any existing and future senior indebtedness of ours.

**Interest Rate.** The 2020 Notes have a fixed annual interest rate of 6.750%, which is paid semi-annually on June 15th and December 15th of each year. The 2021 Notes have a fixed annual interest rate of 6.375%, which will be paid semi-annually on April 15th and October 15th of each year, beginning on April 15, 2015.

**Payment Terms.** The 2020 Notes have a maturity date of December 15, 2020 and the 2021 Notes have a maturity date of October 15, 2021.

**Optional Redemption.*****2020 Notes***

We may redeem the 2020 Notes, in whole or in part, at the redemption prices listed below, plus accrued and unpaid interest to the redemption date.

<b>If redeemed during the 12-month period commencing on December 15 of the years set forth below:</b>	<b>Redemption Price</b>
2016	105.063 %
2017	103.375 %



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2018	101.688	%
2019 and thereafter	100.000	%

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At any time prior to October 15, 2017, we may redeem up to 35% of the original principal amount of the 2021 Notes with the proceeds of certain equity offerings at a redemption price of 106.375% of the principal amount thereof, together with accrued and unpaid interest to, but not including, the date of redemption. On and after October 15, 2017, 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.

<b>If redeemed during the 12-month period commencing on October 15 of the years set forth below:</b>	<b>Redemption Price</b>
2017	104.781 %
2018	103.188 %
2019	101.594 %
2020 and thereafter	100.000 %

At any time prior to October 15, 2017, we may also redeem all or a portion of the 2021 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.

**Mandatory Offer to Purchase.** In addition, upon a change of control (as defined in the indentures governing the 2020 Notes and the 2021 Notes), holders of the 2020 Notes and the 2021 Notes have the right to require us to repurchase all or any part of their 2020 Notes and 2021 Notes for payment in cash equal to 101% of the aggregate principal amount of the 2020 Notes and 2021 Notes repurchased plus accrued and unpaid interest.

**Default and Remedies.** The indentures governing the 2020 Notes and the 2021 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, 2016, we were not in default under the indentures governing the 2020 Notes or the 2021 Notes.

**Certain Covenants.** Pursuant to the indenture governing the 2020 Notes and 2021 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 2020 Notes or 2021 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 2020 Notes or 2021 Notes obtain an investment grade rating.

**Secured Borrowings**

We are 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.

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.

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### *Securitization Notes*

At December 31, 2016, our subsidiary, B&B Air Funding, had \$139.7 million principal amount outstanding on our 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.

**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. We have entered into interest rate swap contracts to mitigate the interest rate fluctuation risk associated with the Securitization Notes.

**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.** We may, on any future payment date, redeem the Securitization Notes in whole or from time to time in part for an amount equal to 100% of 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. In addition, the servicing agreement for B&B Air Funding includes servicer termination events as specified in the agreement.

**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, 2016, B&B Air Funding had not drawn on the Securitization Note Liquidity Facility.

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.

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### *Nord LB Facility*

As of December 31, 2016, we had \$171.5 million principal amount outstanding under our debt facility with Norddeutsche Landesbank Girozentrale (the Nord LB Facility), which was secured by six 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.

**Interest Rate.** The loans under the Nord LB Facility bear interest at one-month LIBOR plus 3.30% until the final maturity date of November 14, 2018. To mitigate our exposure to interest rate fluctuations, we have entered into interest rate swap contracts. The blended weighted average interest rate for the Nord LB Facility was 4.14% as of December 31, 2016, 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 second 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 interest in the subsidiaries that own 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*

As of December 31, 2016, we had \$56.1 million principal amount outstanding under our debt facility with Commonwealth Bank of Australia and CommBank Europe Limited (the CBA Facility), which was secured by four aircraft. Fly has guaranteed all payments under the CBA Facility. These loans are cross-collateralized and contain cross-default provisions. The final maturity date of each of the four loans is October 28, 2020.

**Interest Rate.** Borrowings under the CBA Facility accrue interest at a fixed interest rate, ranging between 4.32% and 7.75%. The weighted average interest rate on all outstanding amounts was 5.45% as of December 31, 2016, excluding the amortization of debt discount loan cost.

**Payment Terms.** We make scheduled monthly payments of principal and interest on each loan in accordance with a fixed amortization schedule. If, upon the repayment of any loan, the ratio of the remaining principal amount outstanding under the CBA Facility to the aggregate appraised value of the associated aircraft is equal to or greater than 80%, we will be required to pay into a collateral account an amount that is necessary to reduce this ratio to less than 80%.

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**Collateral.** Borrowings are secured by our equity interest in the subsidiaries that own the financed aircraft, the aircraft and the related leases. The loans are guaranteed by us on a recourse basis.

**Certain Covenants.** The CBA Facility includes certain operating covenants, including reporting requirements. A breach of the covenants could result in the acceleration of outstanding indebtedness under the CBA Facility, and exercise of remedies available in relation to the collateral.

### *Term Loan*

As of December 31, 2016, we had \$404.0 million principal amount outstanding under our senior secured term loan (the Term Loan), which was secured by 26 aircraft. Fly has guaranteed all payments under the Term Loan.

On October 19, 2016, we amended the Term Loan to extend the maturity date from August 2019 to February 2022. In addition, until April 2017, the Term Loan can be prepaid in whole or in part for an amount equal to 101% of the outstanding principal amount being repaid. Thereafter, the Term Loan can be prepaid at par.

In connection with this amendment, we paid a one-time fee of 0.25% on the then outstanding principal amount under the Term Loan to the lenders. We also expensed \$2.3 million as debt extinguishment costs.

During the year ended December 31, 2015, we wrote off approximately \$2.1 million of unamortized loan costs and debt discounts as debt extinguishment costs in connection with a re-pricing of the Term Loan. There was no prepayment penalty associated with the re-pricing.

**Interest Rate.** The Term Loan bears interest at three-month LIBOR, plus a margin of 2.75%, with a LIBOR floor of 0.75%.

**Payment Terms.** The Term Loan requires quarterly principal payments of \$5.9 million.

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, and includes other customary covenants, including reporting requirements and maintenance of credit ratings.

**Collateral.** Borrowings are secured by our equity interests in the aircraft owning and/or leasing subsidiaries, the aircraft and related leases and other deposits. The loan is guaranteed by us on a recourse basis.

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

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

### *Fly Acquisition III Facility*

In February 2016, we, through a wholly-owned subsidiary, Fly Acquisition III, entered into a revolving \$385 million credit facility (the Fly Acquisition III Facility) to finance the acquisition of eligible aircraft. Borrowings are secured by the beneficial interests in Fly Acquisition III and each of its subsidiaries, the aircraft and related leases. The Fly



Acquisition III Facility has an availability period expiring on February 26, 2019 and a maturity date of February 26, 2022. Fly has guaranteed Fly Acquisition III's obligations under the facility.

As of December 31, 2016, we had \$113.0 million principal amount outstanding, which was secured by four aircraft.

**Commitment Fees.** We pay a commitment fee of 0.50% per annum on a monthly basis to each lender on the undrawn amount of our commitment until the termination of the availability period; provided that at any time from and after March 26, 2017 through the end of the availability period, the commitment fee will increase to 0.75% per annum if at least 50% of the total amount of commitments have not been drawn.

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**Interest.** The interest rate under the facility is based on one-month LIBOR plus an applicable margin. The applicable margin is 2.00% through the expiration of the availability period, and will increase to 2.50% from February 27, 2019 through February 26, 2020 and 3.00% from February 27, 2020 through the maturity date of the facility.

**Certain Covenants.** The Fly Acquisition III Facility contains financial and operating covenants, including a covenant that we maintain a tangible net worth of at least \$325.0 million and 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 us to maintain a minimum liquidity of at least \$25.0 million, Fly Acquisition III will be required to deposit certain amounts of maintenance reserves and security deposits received under the respective leases into accounts pledged to the security trustee.

**Default and Remedies.** An event of default under the Fly Acquisition III Facility includes a default by us 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.

### *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, 2016, we had \$981.0 million principal amount outstanding, which was secured by 19 aircraft. Of this amount, \$509.8 million was recourse to us.

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 September 2019 to June 2028.

### **Capital Expenditures**

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. During the year ended December 31, 2015, we purchased seven narrow-body aircraft and three wide-body aircraft for an aggregate of \$615.1 million. Of the three wide-body aircraft purchased in 2015, one was an investment in finance lease. During the year ended December 31, 2014, we purchased 19 narrow-body aircraft and three wide-body aircraft for an aggregate of \$951.5 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, 2016, the weighted average age of our aircraft portfolio was 6.2 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.

### **Foreign Currency Exchange Risk**

We receive substantially all of our revenue in U.S. Dollars. Commencing in 2015, we have one lease pursuant to which we receive a portion of the rent amount in Euro and the secured borrowing associated with such aircraft is partially denominated in Euro.

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 of paying 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.

**Research and Development, Patents and Licenses, etc.**

Not applicable.

TABLE OF CONTENTS**Off-Balance Sheet Arrangements**

Not applicable.

**Contractual Obligations**

Our long-term contractual obligations as of December 31, 2016 consisted of the following (in thousands):

	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>Thereafter</b>	<b>Total</b>
Principal payments:							
Principal payment under the 2020 Notes <sup>(1)</sup>	\$ —	\$ —	\$ —	\$ 375,000	\$ —	\$ —	\$ 375,000
Principal payment under the 2021 Notes <sup>(2)</sup>	—	—	—	—	325,000	—	325,000
Principal payments under the Securitization Notes <sup>(3)</sup>	34,693	15,759	20,208	4,646	8,524	55,911	139,741
Principal payments under the Nord LB Facility <sup>(4)</sup>	18,791	152,718	—	—	—	—	171,509
Principal payments under the CBA Facility <sup>(5)</sup>	7,066	7,816	8,172	33,092	—	—	56,146
Principal payments under the Term Loan <sup>(6)</sup>	23,766	23,766	23,766	23,766	23,766	285,186	404,016
Fly Acquisition III Facility <sup>(7)</sup>	6,894	6,894	6,894	6,894	6,894	78,575	113,045
Principal payments under Other Aircraft Secured Borrowings <sup>(8)</sup>	78,362	81,197	88,722	94,516	84,322	553,848	980,967
<b>Total principal payments</b>	<b>169,572</b>	<b>288,150</b>	<b>147,762</b>	<b>537,914</b>	<b>448,506</b>	<b>973,520</b>	<b>2,565,424</b>
Interest payments:							
Interest payments under the 2020 Notes and 2021 Notes <sup>(9)</sup>	40,969	40,969	40,969	40,125	16,402	—	179,434

Interest payments under secured borrowings <sup>(10)</sup>	56,651	51,087	42,057	37,949	32,966	46,117	266,827
<b>Total interest payments</b>	<b>97,620</b>	<b>92,056</b>	<b>83,026</b>	<b>78,074</b>	<b>49,368</b>	<b>46,117</b>	<b>446,261</b>
Payments to BBAM and its affiliates under our management agreement <sup>(11)</sup>	6,304	6,304	6,304	6,304	6,304	28,369	59,889
Payments to BBAM and its affiliates under our administrative services and servicing agreements <sup>(12)</sup>	12,625	11,572	9,855	8,721	7,862	27,386	78,021
<b>Total</b>	<b>\$ 286,121</b>	<b>\$ 398,082</b>	<b>\$ 246,947</b>	<b>\$ 631,013</b>	<b>\$ 512,040</b>	<b>\$ 1,075,392</b>	<b>\$ 3,149,595</b>

(1) The final maturity date of the 2020 Notes is December 15, 2020.

(2) The final maturity date of the 2021 Notes is October 15, 2021.

(3) 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. The final maturity of the Securitization Notes is November 14, 2033.

(4) Amounts reflect estimated principal payments through maturity date of November 2018.

(5) We make scheduled monthly payments of principal and interest on each loan in accordance with a fixed amortization schedule.

(6) We make quarterly fixed principal payments of \$5.9 million, subject to satisfying certain debt service coverage ratios and other covenants. On October 19, 2016, we amended the Term Loan to extend the maturity date from August 2019 to February 2022.

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- We make scheduled monthly payments of principal on each loan in accordance with a fixed amortization
- (7) schedule, calculated by dividing each drawdown by the remaining useful life of the associated aircraft. The maturity date of the Fly Acquisition III Facility is February 26, 2022.
- (8) We have entered into 19 secured borrowings, 12 of which are recourse to us. We make scheduled monthly payments of principal and interest on each loan in accordance with fixed amortization schedules. The 2020 Notes have a fixed annual interest rate of 6.750%, which is paid every six months on June 15th and
- (9) December 15th of each year. The 2021 Notes have a fixed annual interest rate of 6.375%, which is paid every six months on April 15th and October 15th of each year.
- (10) 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.
- In connection with an amendment to the management agreement effective as of July 1, 2015, the annual management fee was reduced from \$10.7 million to \$5.7 million. 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
- (11) 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 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.
- 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
- (12) amount of rents actually collected, plus \$1,000 per aircraft per month and (ii) eliminating the base fee of \$150,000 per month. 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.
- 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 and an administrative fee of \$1,000 per month per aircraft. Under the Term Loan and the Fly Acquisition III Facility, BBAM is entitled to an administrative fee of \$10,000 per month.

Amounts in the table reflect the application of these servicing fees to our aircraft at December 31, 2016.

**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.

<b>Name</b>	<b>Age</b>	<b>Position</b>
Colm Barrington	71	Chief Executive Officer and Director
Gary Dales	61	Chief Financial Officer
Joseph M. Donovan	62	Director and Chairman
Erik G. Braathen	61	Director
Eugene McCague	58	Director
Robert S. Tomczak	55	Director
Susan M. Walton	56	Director
Steven Zissis	57	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. Mr. Barrington recently retired 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

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non-executive director of IFG Group plc and Hibernia REIT plc, and has recently been nominated to join the Board of Directors of Finnair plc as non-executive Vice Chairman. 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.

**Gary Dales** has been our chief financial officer since March 2008. Mr. Dales joined Babcock & Brown in August 2007 and BBAM in April 2010. Mr. Dales has ten years of aircraft leasing experience. Mr. Dales' prior position was director of corporate development at PG&E Corporation, an energy based holding company. Prior to assuming that position, Mr. Dales served in various other financial roles at PG&E since 1994, including director of corporate accounting and SEC reporting. Prior to joining PG&E, Mr. Dales was a staff accountant, and later a manager, in the accounting and audit division at Arthur Andersen & Co. for more than 10 years. Mr. Dales graduated from the University of California, Santa Barbara with a BA in Business Economics. Mr. Dales is a member of the American Institute of Certified Public Accountants and the California Society of CPAs.

**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 and Homeownership Preservation Foundation. 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 Fondsforsvaltning, 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 has been a partner of Arthur Cox, a leading Irish law firm, since 1988. 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 holds a Bachelor of Civil Law degree and a Diploma in European Law from University College, Dublin.

**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 20 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

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Aerospace marketing plan. Ms. Walton is a trustee for the Sussex Wildlife Trust, a trustee for the Sussex East Area Meeting of Quakers 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 20 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 2016. 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.

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 SARs and RSUs granted in 2011 and 2012 vest in three equal installments on the first, second and third anniversary of the grant date. The Company exercises SARs with newly issued ADSs.

The holder of a SAR or RSU grant is also entitled to dividend equivalent rights on each SAR and RSU that has been granted. For each dividend equivalent right, the holder shall have the 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 date or vesting date, (ii) termination date or (iii) expiration date. Dividend equivalent rights expire at the same time and in the same proportion that the SARs and RSUs are either exercised, canceled, forfeited or expired. Dividend equivalent rights are payable to the holder only when the SAR or RSU on which the dividend equivalent right applies has vested.

## **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

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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.

### **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 our policies and applicable laws; 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.

## **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

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resources include the dedicated services of Messrs. Colm Barrington and Gary Dales, 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**

None of our directors or executive officers individually 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 March 10, 2017:

Name	Shares Beneficially Owned	
	Number	Percent
Donald Smith & Co., Inc. <sup>(1)</sup>	3,121,334	9.6 %
Onex Corporation <sup>(2)</sup>	2,443,476	7.6 %
Hawkeye Capital Management, LLC <sup>(3)</sup>	1,821,031	5.6 %
Summit Aviation Partners LLC <sup>(4)</sup>	1,743,156	5.4 %

The information above and in this footnote is based on information taken from the Schedule 13G filed by Donald Smith & Co., Inc., and Donald Smith Long/Short Equities Fund, L.P. with the SEC on February 9, 2017. Donald

(1) Smith & Co., Inc. has sole voting power over 2,948,240 ADSs and sole dispositive power over 3,121,334 ADSs. Donald Smith Long/Short Equities Fund, L.P. has sole voting power over 13,194 ADSs and sole dispositive power over 3,121,334 ADSs.

The information above and in this footnote is based on information taken from the Schedule 13G filed by Onex Corporation, Onex Partners III GP LP, Onex Partners GP Inc., Onex US Principals LP, Onex Partners III PV LP, Onex Partners III Select LP, Onex Partners III LP, New PCo II Investments Ltd., 1597257 Ontario Inc., American

(2) Farm Investment Corporation, ONCAN Canadian Holdings Ltd. and Gerald W. Schwartz (collectively, the Onex Reporting Persons) with the SEC on January 9, 2013, and from information independently communicated by Onex Corporation to us subsequent to December 31, 2016. Onex Corporation has shared voting and dispositive power over 2,427,732 ADSs. Gerald W. Schwartz has shared voting and dispositive power over 2,443,476 ADSs.

(3) The information above and in this footnote is based on information taken from the Schedule 13G/A filed by Richard A. Rubin, Hawkeye Capital Master, and Hawkeye Capital Management, LLC (collectively, the Hawkeye Reporting Persons) with the SEC on February 13, 2017. The Hawkeye Reporting Persons beneficially own 1,821,031 ADS. Richard A. Rubin has sole voting and dispositive power over 1,821,031 ADSs.

(4) The information above and in this footnote is based on information taken from the Schedule 13D/A filed by Steven Zissis, Zissis Family Trust and Summit Aviation Partners LLC with the SEC on March 14, 2016. Steven Zissis and Zissis Family Trust have shared voting and dispositive power over 1,743,156 ADSs. Summit Aviation Partners LLC has shared voting and dispositive power over 1,610,717 ADSs.

All ADS holders have the same voting rights.

As of February 28, 2017, 3,195,066 of our ADSs were held by 16 holders of record in the United States, not including ADSs held of record by Depository Trust Company, or DTC. As of February 28, 2017, DTC was the holder of record

of 29,061,374 ADSs. To the best of our knowledge, 1,438,913 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.

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### **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. *See Management Agreement.*

In October 2014, in connection with the amendment to the indenture governing the Securitization Notes, the servicing agreement for B&B Air Funding was amended to clarify the calculation of the sales fee payable to the servicer upon disposition of an aircraft, and to conform its insurance requirements and concentration limits to the same terms in the amended indenture. *See Servicing Agreements — B&B Air Funding — Servicing Agreement.*

On June 19, 2015, we amended our management agreement with the Manager. *See Management Agreement.*

On July 27, 2016, we amended our management agreement with the Manager to make clarifying changes to certain definitions related to the calculation of the Management Expense Amount payable by us to the Manager. *See Management Agreement.*

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 also 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 Messrs. Colm Barrington and Gary Dales, 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.

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**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;
- 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
- 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.

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**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 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.

**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.

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TABLE OF CONTENTS***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;
- (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

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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 3/7ths 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.

### ***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. Pursuant to the June 2015 amendment to the management agreement, we agreed to reduce the disposition fee payable to our Manager in respect of the ECAF-I Transaction to 1.2% of the aggregate gross proceeds for such aircraft, to be given effect as agreed by us and the Manager.

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 2016, we paid our Manager origination fees of \$8.4 million in connection with the purchase of ten aircraft. In 2015, we paid our Manager origination fees of \$9.2 million in connection with the purchase of ten aircraft. In 2014, we paid our Manager origination fees of \$12.8 million in connection with the purchase of 22 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 ).



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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 2016, we paid the Manager administrative agency fees totaling \$0.9 million, which amount was credited toward servicing fees paid pursuant to the servicing agreement between B&B Air Funding and BBAM. In 2015 and 2014, we paid the Manager administrative agency fees totaling \$0.8 million in respect of each year.

**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 2016, 2015 or 2014.

### *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 2016, 2015 or 2014.

### *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. Effective as of July 1, 2015, the annual management fee was reduced from \$10.7 million to \$5.7 million. 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 years ended December 31, 2016, 2015 and 2014, we incurred management fees of \$6.3 million, \$8.2 million and \$10.6 million, respectively.

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,

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- 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.

***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;

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- 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 .)

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.

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### **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 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 under lease;
- implementing aircraft 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, any amendment or modification of any lease, the enforcement of our rights under any lease, disputes that arise as to any aircraft 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, 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.

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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, 2016, 2015 and 2014, BBAM received base, rent and servicing fees pursuant to the B&B Air Funding servicing agreement totaling \$2.4 million, \$3.2 million and \$3.5 million, respectively. In addition, BBAM received \$0.2 million in each year, for the annual CPI adjustment made to such fees pursuant to the management agreement. BBAM also received administrative fees totaling \$0.9 million during the year ended December 31, 2016, and \$0.8 million for each of the years ended December 31, 2015 and 2014.

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. For the year ended December 31, 2015, B&B Air Funding incurred disposition fees of \$4.5 million in connection with the sale of 17 aircraft. For the year ended December 31, 2014, B&B Air Funding incurred no disposition fees.

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.

### **All Other Aircraft 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 and an administrative fee of \$1,000 per month per aircraft. Under the Term Loan and the Fly Acquisition III Facility, BBAM is entitled to an administrative fee of \$10,000 per month. Prior to the termination of the Fly Acquisition II Facility, BBAM was entitled to an administrative fee of \$10,000 per month. In addition, BBAM is entitled to receive a sales fee of 1.5% of the gross consideration collected for any aircraft sold.

For the years ended December 31, 2016, 2015 and 2014, BBAM received servicing and administrative fees totaling \$11.3 million, \$13.2 million and \$12.8 million, respectively.

For the years ended December 31, 2016, 2015 and 2014, we incurred disposition fees of \$5.5 million, \$11.1 million and \$2.2 million, respectively, in connection with the sale 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



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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 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**

The table below shows the quarterly dividends we have paid and the total cash requirement for each dividend payment.

<b>Dividend payment date</b>	<b>Dividends paid per share</b>	<b>Total cash outlay</b>
2015		
November 20, 2015	\$ 0.25	\$10.3 million
August 20, 2015	\$ 0.25	\$10.4 million
May 20, 2015	\$ 0.25	\$10.4 million
February 20, 2015	\$ 0.25	\$10.4 million
2014		
November 20, 2014	\$ 0.25	\$10.4 million
August 20, 2014	\$ 0.25	\$10.4 million
May 20, 2014	\$ 0.25	\$10.3 million
February 20, 2014	\$ 0.25	\$10.3 million

No dividends were paid in 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.

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

The following table sets forth the annual high and low market prices for our ADSs on the New York Stock Exchange:

	<b>High</b>	<b>Low</b>
2012	\$ 14.17	\$ 11.06
2013	17.37	12.51
2014	16.59	10.86
2015	16.29	11.77
2016	14.45	9.54

The following table sets forth the quarterly high and low market prices for our ADSs on the New York Stock Exchange for the two most recent financial years:

	<b>High</b>	<b>Low</b>
2015		
Quarter ending March 31, 2015	\$ 15.55	\$ 13.01
Quarter ending June 30, 2015	16.29	14.48
Quarter ending September 30, 2015	16.05	11.77
Quarter ending December 31, 2015	14.03	12.09
2016		
Quarter ending March 31, 2016	13.85	10.63
Quarter ending June 30, 2016	12.65	9.71
Quarter ending September 30, 2016	12.47	9.54
Quarter ending December 31, 2016	14.45	11.53

The following table sets forth the monthly high and low market prices for our ADSs on the New York Stock Exchange for the most recent six months:

	<b>High</b>	<b>Low</b>
2016		
September 2016	12.05	11.41
October 2016	12.38	11.53
November 2016	14.10	11.90
December 2016	14.45	13.17
2017		
January 2017	14.39	13.37
February 2017	14.40	13.41

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**ITEM 10. ADDITIONAL INFORMATION**

**Share Capital**

Not applicable.

**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) 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 — Administrative Services Agreements.
- 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.
- 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.
- 6) Amendment No. 1 to Servicing Agreement among Babcock & Brown Aircraft Management LLC, Babcock & Brown Aircraft Management (Europe) Limited, Babcock & Brown Air Funding I Limited and AMBAC Assurance Corporation dated April 29, 2010. See Item 7 Related Party Transactions — Servicing Agreement.
- 7) 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.
- 8) Form of Servicing Agreement among BBAM US LP, BBAM Aviation Services Limited and each company thereof. See Item 7 Related Party Transactions—Servicing Agreement.
- 9) 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. See Item 5 Liquidity and Capital Resources—Financing—Term Loan.
- 10) Amended and Restated Fly Leasing Limited Management Agreement dated December 28, 2012, between Fly Leasing Limited and Fly Leasing Management Co. Limited. See Item 7 Related Party Transactions — Management Agreement.
- 11) 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.
- 12) 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.



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- 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
- 13) 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.
- 14) 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.
- 15) 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.
- 16) 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.
- 17) 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. See Item 5 Liquidity and Capital Resources—Financing— Securitization Notes.
- 18) 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. See Item 7 Related Party Transactions — Servicing Agreement.
- 19) 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. See Item 5 Liquidity and Capital Resources—Financing—Term Loan.
- 20) Sale Agreement dated June 19, 2015, among certain sellers and ECAF I Ltd. See Item 7 Related Party Transactions — Management Agreement.
- 21) 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. See Item 7 Related Party Transactions — Management Agreement.
- 22) 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.
- 23) 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. See Item 5 Liquidity and Capital Resources—Financing—Fly Acquisition III.
- 24) 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.
- 25) 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.
- 26) 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. See Item 5 Liquidity and Capital Resources—Financing—Term Loan.

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- 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. 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 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 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 Leasing Management Co. Limited, and AMBAC Assurance Corporation. See Item 7 Related Party Transactions — Management Agreement.
- 31) Guaranty [Fly 2616A Warehouse] dated February 26, 2016 by Fly Leasing Limited. See Item 5 Liquidity and Capital Resources—Financing—Fly Acquisition III.

### **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. You may read and copy these documents, including the related exhibits and schedules, and any documents we file with the SEC without charge at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Copies of these documents are also available at the SEC's website, <http://www.sec.gov>. Copies of the material may be obtained by mail from the public reference branch of the SEC at the address listed above at rates specified by the SEC. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room.

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.

### **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

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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.

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

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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 and Non-Irish Holders***

***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 2016, the Universal Social Charge will apply to all income where an individual has income in excess of €13,000 (limit increased from €12,012 in 2015). The Universal Social Charge applies at four different rates for 2016 as follows:

- 1% on the first €12,012;
- 3% on the next €6,656;
- 5.5% on the next €51,376 and
- 8% on the aggregate income in excess of €70,044.

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.

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

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

***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.

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.

<sup>1</sup> For the year ended 2015, the Universal Social Charge applied as follows:

- 1.5% on the first €12,012;
- 3.5% on the next €5,564
- 7% on the next €52,468 and
- 8% on the aggregate income in excess of €70,044.

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### **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 made on or after 6 December 2012 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 taken on or after 6 December 2012 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, or persons for whom a share is not a capital asset, and persons holding, directly indirectly or constructively, 5% or more of our ADSs or underlying shares. 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. 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) will or will not be considered a PFIC in the current or future years. The determination 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

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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.

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 (and if we comply with certain reporting requirements, which we have done and intend to do), 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

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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. If any subsidiary is not subject to an election to be treated as a disregarded entity or partnership for U.S. tax purposes then a QEF election would have to be made for each such subsidiary.

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 recently-enacted 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 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 a Form TD F 90-22.1—Foreign Bank and Financial Accounts Report 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.

### **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).

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.

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### **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-EECI 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 and Australia.

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. Fly-Z/C Aircraft Limited is expected to be a qualified resident under the U.S. and Ireland tax treaty.

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.

No assurances can be given, however, that we will continue to qualify each year 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 that are Irish tax-resident 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 35%. 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 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

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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.

### **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 such as the Securitization Notes, the Term Loan and other borrowings. As of December 31, 2016, we had 75 lease agreements associated with our flight equipment held for operating lease, 63 of which require the payment of a fixed rent amount during the lease term, and the remaining 12 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 extraordinarily 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 forward-looking 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 \$16.0 million, and would have increased or decreased our revenues by \$6.7 million and \$4.9 million, respectively, 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 fair value of the derivatives are recorded as a component of accumulated other comprehensive income, net of a provision for income taxes. As of December 31, 2016, the fair

value of our interest rate swap derivative liabilities, excluding accrued interest, was \$12.7 million. A 100 basis-point increase in the interest rate would reduce the fair value of our derivative liabilities by approximately \$14.9 million. A 100 basis-point decrease in the interest rate would increase the fair value of our derivative liabilities by approximately \$12.0 million. As of December 31, 2016, the fair market value of our interest rate swap derivative assets, excluding accrued interest, was \$1.9 million. A 100 basis-point increase in the interest rate would increase the fair market value of our derivative assets by approximately \$3.4 million. A 100 basis-point decrease in the interest rate would reduce the fair market value of our derivative assets by approximately \$3.4 million.

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### **Foreign Currency Exchange Risk**

We receive substantially all of our revenue in U.S. Dollars. We have one lease pursuant to which we receive a portion of the rent amount in Euros and the secured borrowing associated with such aircraft is partially denominated in Euros. A 10% increase or decrease in the Euro to U.S. Dollar exchange rate on the Euro denominated secured borrowing would result in a \$2.3 million unrealized foreign exchange gain or loss.

In 2016, we recorded an unrealized foreign currency exchange gain of \$0.4 million, resulting primarily from an increase of the U.S. Dollar value relative to the Euro. In 2015, we recorded an unrealized foreign currency exchange gain of \$1.2 million.

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 of paying 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.



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**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, 2016, 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, 2016 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, 2016.

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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 Board of Directors and Shareholders of  
Fly Leasing Limited

We have audited the internal control over financial reporting of Fly Leasing Limited and subsidiaries (the Company) as of December 31, 2016, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. 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 conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). 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.

A company's internal control over financial reporting is a process designed by, or under the supervision of, the company's principal executive and principal financial officers, or persons performing similar functions, and effected by the company's board of directors, management, and other personnel 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 the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2016, based on the criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements and financial statement schedules as of and for the year ended December

31, 2016 of the Company and our report dated March 14, 2017 expressed an unqualified opinion on those financial statements and financial statement schedules.

/s/ DELOITTE & TOUCHE LLP

San Francisco, CA

March 14, 2017

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TABLE OF CONTENTS**(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, 2016 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 section of our website (www.flyleasing.com).

**ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES**

Our principal accountants for the years ended December 31, 2016 and 2015 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, 2016 and 2015, respectively, and fees billed for other services rendered (in thousands):

	Years ended			
	2016		2015 <sup>(1)</sup>	
	Amount	%	Amount	%
Audit fees	\$ 1,798	90 %	\$ 2,768	89 %
Tax fees	175	9 %	330	11 %
All other fees	20	1 %	3	—
<b>Total</b>	<b>\$ 1,993</b>	<b>100 %</b>	<b>\$ 3,101</b>	<b>100 %</b>

(1) Includes \$1.9 million of audit fees and \$0.3 million of tax fees that were paid to Ernst & Young LLP in 2015. The Audit Committee pre-approves all audit and non-audit services provided to the Company by its auditors.

**ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES**

Not applicable.

TABLE OF CONTENTS**ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS****Issuer Purchases of Equity Securities**

The following table summarizes the repurchase of our common shares during the year ended December 31, 2016:

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of a Publicly Announced Repurchased Plan	Approximate Dollar Value of Shares that may yet be Purchased Under the Plans or Programs
January 1-31, 2016	1,053,400	\$ 12.17	1,053,400	\$ 12.2 million
February 1-28, 2016	836,240	\$ 11.65	836,240	\$ 2.4 million
March 1-31, 2016	182,270	\$ 13.06	182,270	\$ 30.0 million <sup>(1) (2)</sup>
April 1-30, 2016	—	—	—	\$ 30.0 million
May 1-31, 2016	—	—	—	\$ 30.0 million
June 1-30, 2016	251,500	\$ 10.47	251,500	\$ 27.4 million
July 1-31, 2016	408,611	\$ 10.69	408,611	\$ 74.8 million <sup>(3)</sup>
August 1-31, 2016	251,302	\$ 11.93	251,302	\$ 71.8 million
September 1-30, 2016	234,098	\$ 11.82	234,098	\$ 69.0 million
October 1-31, 2016	186,824	\$ 11.92	186,824	\$ 66.8 million
November 1-30, 2016	10,715	\$ 12.00	10,715	\$ 66.7 million
December 1-31, 2016	—	—	—	\$ 66.7 million

(1) The \$25.0 million share repurchase program previously announced in November 2015 was completed in the first quarter of 2016.

(2) In March 2016, our board of directors approved a \$30.0 million share repurchase program expiring in March 2017.

(3) In July 2016, our board of directors approved a \$75.0 million share repurchase program for the balance of 2016, and 2017, to replace its previously authorized \$30.0 million share repurchase program. Under this program, we may make share repurchases from time to time in the open market or in privately negotiated transactions.

**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. However, 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.

**ITEM 16H. MINE SAFETY DISCLOSURE**

Not applicable.



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**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.

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**ITEM 18. FINANCIAL STATEMENTS**

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**Report of Independent Registered Public Accounting Firm**

To the Board of Directors and Shareholders of  
Fly Leasing Limited

We have audited the accompanying consolidated balance sheets of Fly Leasing Limited and subsidiaries (the Company ) as of December 31, 2016, and 2015 and the related consolidated statements of income, comprehensive income, stockholders' equity, and cash flows for each of the two years in the period ended December 31, 2016. Our audits also included the financial statement schedules listed in the Index at Item 18. These financial statements and financial statement schedules are the responsibility of the Company's management. Our responsibility is to express an opinion on the financial statements and financial statement schedules based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Fly Leasing Limited and subsidiaries as of December 31, 2016 and 2015, and the results of their operations and their cash flows for each of the two years in the period ended December 31, 2016, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, such financial statement schedules, when considered in relation to the basic consolidated financial statements taken as a whole, present fairly, in all material respects, the information set forth therein.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of December 31, 2016, based on the criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated on March 14, 2017 expressed an unqualified opinion on the Company's internal control over financial reporting.

/s/ DELOITTE & TOUCHE LLP  
San Francisco, CA  
March 14, 2017

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**Report of Independent Registered Public Accounting Firm**

The Board of Directors and Shareholders of Fly Leasing Limited

We have audited the accompanying consolidated balance sheet of Fly Leasing Limited as of December 31, 2014, and the related accompanying consolidated statements of income, comprehensive income, shareholders' equity and cash flows for the year ended December 31, 2014. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Fly Leasing Limited at December 31, 2014, and the consolidated results of its operations and its cash flows for the year ended December 31, 2014, in conformity with U.S. generally accepted accounting principles.

/s/ Ernst & Young LLP

San Francisco, California  
May 2, 2016

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TABLE OF CONTENTS**Fly Leasing Limited**  
Consolidated Balance Sheets**AT DECEMBER 31, 2016 AND 2015**  
**(Dollars in thousands, except par value data)**

	<b>December 31,</b>	
	<b>2016</b>	<b>2015</b>
<b>Assets</b>		
Cash and cash equivalents	\$ 517,964	\$ 275,998
Restricted cash and cash equivalents	94,123	174,933
Rent receivables	419	124
Investment in unconsolidated subsidiary	7,700	7,170
Investment in finance lease, net	15,095	34,878
Flight equipment held for sale, net	—	237,262
Flight equipment held for operating lease, net	2,693,821	2,585,426
Maintenance rights, net	101,969	94,493
Deferred tax assets, net	7,445	7,505
Fair value of derivative assets	1,905	241
Other assets, net	6,568	6,450
<b>Total assets</b>	<b>\$ 3,447,009</b>	<b>\$ 3,424,480</b>
<b>Liabilities</b>		
Accounts payable and accrued liabilities	\$ 13,786	\$ 17,548
Rentals received in advance	13,123	14,560
Payable to related parties	5,042	7,170
Security deposits	42,495	48,876
Maintenance payment liability	182,571	194,543
Unsecured borrowings, net	691,390	689,409
Secured borrowings, net	1,831,985	1,695,711
Deferred tax liability, net	19,847	28,246
Fair value of derivative liabilities	13,281	19,327
Other liabilities	40,254	52,126
<b>Total liabilities</b>	<b>2,853,774</b>	<b>2,767,516</b>
<b>Shareholders' equity</b>		
Common shares, \$0.001 par value; 499,999,900 shares authorized; 32,256,440 and 35,671,400 shares issued and outstanding at December 31, 2016 and 2015, respectively	32	36
Manager shares, \$0.001 par value; 100 shares authorized, issued and outstanding	—	—
Additional paid-in capital	536,922	577,290
Retained earnings	66,026	95,138

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Accumulated other comprehensive loss, net	(9,745 )	(15,500 )
<b>Total shareholders' equity</b>	<b>593,235</b>	<b>656,964</b>
<b>Total liabilities and shareholders' equity</b>	<b>\$ 3,447,009</b>	<b>\$ 3,424,480</b>

The accompanying notes are an integral part of these consolidated financial statements.

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TABLE OF CONTENTS**Fly Leasing Limited**

Consolidated Statements of Income

**FOR THE YEARS ENDED DECEMBER 31, 2016, 2015 AND 2014****(Dollars in thousands, except per share data)**

	<b>Years ended</b>		
	<b>2016</b>	<b>2015</b>	<b>2014</b>
<b>Revenues</b>			
Operating lease revenue	\$ 313,582	\$ 429,691	\$ 406,563
Finance lease income	2,066	299	—
Equity earnings from unconsolidated subsidiary	530	1,159	3,562
Gain on sale of aircraft	27,195	28,959	14,761
Interest and other income	1,666	2,289	662
<b>Total revenues</b>	<b>345,039</b>	<b>462,397</b>	<b>425,548</b>
<b>Expenses</b>			
Depreciation	120,452	159,732	166,983
Aircraft impairment	96,122	66,093	1,200
Interest expense	123,161	145,448	142,519
Selling, general and administrative	30,077	33,674	41,033
Ineffective, de-designated and terminated derivatives	91	4,134	72
Net (gain) loss on extinguishment of debt	9,246	17,491	(2,194 )
Maintenance and other costs	2,279	7,628	7,060
<b>Total expenses</b>	<b>381,428</b>	<b>434,200</b>	<b>356,673</b>
<b>Net income (loss) before provision for income taxes</b>	<b>(36,389 )</b>	<b>28,197</b>	<b>68,875</b>
Provision (benefit) for income taxes	(7,277 )	5,399	8,691
<b>Net income (loss)</b>	<b>\$ (29,112 )</b>	<b>\$ 22,798</b>	<b>\$ 60,184</b>
<b>Weighted average number of shares:</b>			
Basic	33,239,001	41,222,690	41,405,211
Diluted	33,239,001	41,315,149	41,527,584
<b>Earnings (loss) per share:</b>			
Basic	\$ (0.88 )	\$ 0.52	\$ 1.42
Diluted	\$ (0.88 )	\$ 0.52	\$ 1.42
<b>Dividends declared and paid per share</b>	<b>\$ —</b>	<b>\$ 1.00</b>	<b>\$ 1.00</b>

The accompanying notes are an integral part of these consolidated financial statements.

TABLE OF CONTENTS**Fly Leasing Limited**

Consolidated Statements of Comprehensive Income

**FOR THE YEARS ENDED DECEMBER 31, 2016, 2015 AND 2014****(Dollars in thousands)**

	Years ended		
	2016	2015	2014
<b>Net income (loss)</b>	\$ (29,112 )	\$ 22,798	\$ 60,184
Other components of comprehensive income (loss), net of tax:			
Change in fair value of derivatives, net of deferred tax <sup>(1)</sup>	5,036	158	(3,238 )
Reclassification from other comprehensive loss into earnings due to termination of derivative liabilities, net of deferred tax <sup>(2)</sup>	(10 )	(130 )	—
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>	729	1,563	—
<b>Comprehensive income (loss)</b>	<b>\$ (23,357 )</b>	<b>\$ 24,389</b>	<b>\$ 56,946</b>

The associated deferred tax expense was \$0.7 million and \$0.3 million for the years ended December 31, 2016 (1) and 2015, respectively. The associated deferred tax benefit was \$0.6 million for the year ended December 31, 2014.

(2) The associated deferred tax benefit was \$1,000 and \$19,000 for the years ended December 31, 2016 and 2015, respectively.

(3) The associated deferred tax expense was \$0.1 million and \$0.2 million for the years ended December 31, 2016 and 2015, respectively.

The accompanying notes are an integral part of these consolidated financial statements.

TABLE OF CONTENTS**Fly Leasing Limited**

Consolidated Statements of Shareholders' Equity

**FOR THE YEARS ENDED DECEMBER 31, 2014, 2015 AND 2016****(Dollars in thousands)**

	Manager Shares		Common Shares		Additional Paid-in Capital	Retained Earnings (Deficit)	Other Comprehensive Loss, net	Total Shareholders' Equity
	Shares	Amount	Shares	Amount				
<b>Balance December 31, 2013</b>	<b>100</b>	<b>—</b>	<b>41,306,338</b>	<b>41</b>	<b>658,492</b>	<b>97,416</b>	<b>(13,853 )</b>	<b>742,096</b>
Dividends to shareholders	—	—	—	—	—	(41,392 )	—	(41,392 )
Dividend equivalents	—	—	—	—	—	(1,426 )	—	(1,426 )
Shares issued in connection with vested share grants	—	—	119,666	—	—	—	—	—
Shares issued in connection with SARs exercised	—	—	6,994	—	—	—	—	—
Share-based compensation	—	—	—	—	30	—	—	30
Net income	—	—	—	—	—	60,184	—	60,184
Net change in the fair value of derivatives, net of deferred tax of \$0.6 million <sup>(1)</sup>	—	—	—	—	—	—	(3,238 )	(3,238 )
<b>Balance December 31, 2014</b>	<b>100</b>	<b>\$ —</b>	<b>41,432,998</b>	<b>\$ 41</b>	<b>\$ 658,522</b>	<b>\$ 114,782</b>	<b>\$ (17,091 )</b>	<b>\$ 756,254</b>
Dividends to shareholders	—	—	—	—	—	(41,388 )	—	(41,388 )
Dividend equivalents	—	—	—	—	—	(1,054 )	—	(1,054 )
Shares issued in connection with vested share grants	—	—	36,075	—	—	—	—	—
Shares repurchased pursuant to share repurchase program	—	—	(421,329 )	—	(5,529 )	—	—	(5,529 )
Shares repurchased pursuant to tender offer	—	—	(5,376,344 )	(5 )	(75,898 )	—	—	(75,903 )
Share-based compensation	—	—	—	—	195	—	—	195
Net income	—	—	—	—	—	22,798	—	22,798

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Net change in the fair value of derivatives, net of deferred tax of \$0.3 million <sup>(1)</sup>	—	—	—	—	—	—	158	158
Reclassification from other comprehensive loss into earnings due to termination of derivative liabilities, net of deferred tax of \$19,000 <sup>(1)</sup>	—	—	—	—	—	—	(130 )	(130 )
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>	—	—	—	—	—	—	1,563	1,563
<b>Balance December 31, 2015</b>	<b>100</b>	<b>\$ —</b>	<b>35,671,400</b>	<b>\$ 36</b>	<b>\$ 577,290</b>	<b>\$ 95,138</b>	<b>\$ (15,500 )</b>	<b>\$ 656,964</b>
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**

(1) See Note 11 to Notes to Consolidated Financial Statements.

The accompanying notes are an integral part of these consolidated financial statements.

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TABLE OF CONTENTS**Fly Leasing Limited**

Consolidated Statements of Cash Flows

**FOR THE YEARS ENDED DECEMBER 31, 2016, 2015 AND 2014****(Dollars in thousands)**

	<b>Years ended</b>		
	<b>2016</b>	<b>2015</b>	<b>2014</b>
<b>Cash Flows from Operating Activities</b>			
<b>Net income (loss)</b>	<b>\$ (29,112 )</b>	<b>\$ 22,798</b>	<b>\$ 60,184</b>
Adjustments to reconcile net income to net cash flows provided by operating activities:			
Equity earnings from unconsolidated subsidiary	(530 )	(1,159 )	(3,562 )
Finance lease income	(2,066 )	(299 )	—
Gain on sale of aircraft	(27,195 )	(28,959 )	(14,761 )
Depreciation	120,452	159,732	166,983
Aircraft impairment	96,122	66,093	1,200
Amortization of debt discounts and debt issuance costs	9,375	11,922	12,516
Amortization of lease incentives	8,898	20,527	18,934
Amortization of lease discounts, premiums and other items	388	2,046	2,841
Amortization of GAAM acquisition date fair value adjustments	1,621	3,650	6,260
Net loss (gain) on debt modification and extinguishment	6,094	13,868	(2,247 )
Share-based compensation	—	195	30
Unrealized foreign exchange gain	(437 )	(1,247 )	—
Provision for deferred income taxes	(9,158 )	4,919	5,733
Unrealized loss on derivative instruments	76	4,134	38
Security deposits and maintenance payment liability recognized into earnings	(3,450 )	(48,658 )	(32,271 )
Security deposits and maintenance payment claims applied towards operating lease revenues	(684 )	—	—
Distributions from unconsolidated subsidiary	—	—	5,501
Cash receipts in settlement of maintenance rights	9,513	—	—
Changes in operating assets and liabilities:			
Rent receivables	(1,034 )	6,814	(4,767 )
Other assets	(1,134 )	137	(1,589 )
Payable to related parties	(17,163 )	(19,407 )	(12,848 )
Accounts payable, accrued liabilities and other liabilities	(10,965 )	(2,183 )	18,990
<b>Net cash flows provided by operating activities</b>	<b>149,611</b>	<b>214,923</b>	<b>227,165</b>
<b>Cash Flows from Investing Activities</b>			
Distributions from (investment in) unconsolidated subsidiary	—	(2,009 )	1,132
Rent received from finance lease	2,970	424	—

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Investment in finance lease	—	(33,596 )	—
Purchase of flight equipment	(552,166 )	(567,523 )	(915,450 )
Proceeds from sale of aircraft, net	430,867	1,110,046	88,617
Payments for aircraft improvement	(2,230 )	(8,196 )	(9,841 )
Payments for maintenance	(2,712 )	(18,609 )	(5,017 )
<b>Net cash flows provided by (used in) investing activities</b>	<b>(123,271 )</b>	<b>480,537</b>	<b>(840,559 )</b>
<b>Cash Flows from Financing Activities</b>			
Restricted cash and cash equivalents	80,828	(35,794 )	35,690
Security deposits received	920	13,914	18,134
Security deposits returned	(7,438 )	(7,788 )	(4,728 )
Maintenance payment liability receipts	71,514	84,491	85,172
Maintenance payment liability disbursements	(10,951 )	(38,768 )	(45,412 )
Net swap termination payments	(709 )	(3,737 )	—
Debt issuance costs	(2,552 )	(933 )	(1,803 )
Proceeds from unsecured borrowings	—	—	396,563
Proceeds from secured borrowings	572,719	147,276	298,658
Repayment of secured borrowings	(448,346 )	(791,385 )	(192,974 )
Shares repurchased	(40,257 )	(81,432 )	—
Dividends paid	—	(41,388 )	(41,392 )
Dividend equivalents	—	(1,054 )	(1,426 )
<b>Net cash flows provided by (used in) financing activities</b>	<b>215,728</b>	<b>(756,598 )</b>	<b>546,482</b>
Effect of exchange rate changes on cash and cash equivalents	(102 )	(424 )	—
<b>Net increase (decrease) in cash and cash equivalents</b>	<b>241,966</b>	<b>(61,562 )</b>	<b>(66,912 )</b>
Cash and cash equivalents at beginning of year	275,998	337,560	404,472
<b>Cash and cash equivalents at end of year</b>	<b>\$ 517,964</b>	<b>\$ 275,998</b>	<b>\$ 337,560</b>

The accompanying notes are an integral part of these consolidated financial statements.

TABLE OF CONTENTS**Fly Leasing Limited**

Consolidated Statements of Cash Flows

**FOR THE YEARS ENDED DECEMBER 31, 2016, 2015 AND 2014****(Dollars in thousands) (continued)**

	<b>2016</b>	<b>Years ended 2015</b>	<b>2014</b>
<b>Supplemental Disclosure:</b>			
<b>Cash paid during the year for:</b>			
Interest	\$ 110,351	\$ 132,780	\$ 119,745
Taxes	460	384	188
<b>Noncash Activities:</b>			
Security deposits applied to maintenance payment liability, rent receivables, other assets and rentals received in advance	—	3,292	1,938
Maintenance payment liability applied to rent receivables and rentals received in advance	—	2,523	—
Other liabilities applied to maintenance payment liability and rent receivables	2,550	240	979
<b>Noncash investing activities:</b>			
Aircraft improvement	5,245	1,587	2,882
Noncash activities in connection with purchase of aircraft	6,388	19,382	26,002
Noncash activities in connection with sale of aircraft	78,722	93,819	12,479

The accompanying notes are an integral part of these consolidated financial statements.

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### **Fly Leasing Limited**

Notes to Consolidated Financial Statements

For the year ended December 31, 2016

#### **1. ORGANIZATION**

Fly Leasing Limited (the Company or 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. The Company was formed to acquire, finance, lease and sell commercial jet aircraft directly or indirectly through its subsidiaries.

Although the Company 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 the Company were organized under the laws of Ireland.

In accordance with the Company'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 the Company's amended and restated bye-laws, the Manager Shares have the right to appoint the nearest whole number of directors to the Company 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 the Company'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. The Company 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, Fly will consolidate 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 leasing.

##### **PRIOR PERIOD RECLASSIFICATION**

In 2016, the Company corrected how it presents its consolidated deferred tax balance on its Consolidated Balance Sheet from prior periods. The Company has grouped and showed separately on the Consolidated Balance Sheet, as either an asset or liability, its subsidiaries that have a net deferred tax asset and those that have a net deferred tax liability balance as of the period end. As a result, the Company reclassified \$7.5 million from the previously reported net deferred tax liability balance to deferred tax assets, net, as of December 31, 2015, to conform to the current period presentation.

The reclassification had no impact to the Company's previously reported net income, including earnings per share or shareholders' equity.

##### **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, accruals 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.

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### **RISKS AND UNCERTAINTIES**

The Company encounters several types of risk during the course of its business, including credit and 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.

Other types of risk encountered by the Company include the following:

- The success of the Company is dependent on the performance of the commercial aviation industry. A downturn in the industry could adversely impact the 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.
- The Company will require access to the debt and equity markets to refinance its outstanding indebtedness and to grow its business through the acquisition of additional aircraft.
- The Company relies and is dependent upon an external servicer to manage its business and service its aircraft portfolio.

### **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 various 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 or its deferred tax arrangements.

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, 2016 and 2015, 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 UNCONSOLIDATED SUBSIDIARY**

Fly has a 57.4% interest in Fly-Z/C Aircraft Holdings LP ( Fly-Z/C LP ). Fly accounts for its interest in the unconsolidated subsidiary using the equity method as the Company 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.

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The Company periodically reviews the carrying amount of its investment in the unconsolidated subsidiary, or 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.

### **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**

In accordance with guidance provided by the Financial Accounting Standards Board ( FASB ), 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 held for sale 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. Rent collected from the sale contract date through the aircraft disposition date reduces the sale proceeds and gain on sale of aircraft. Imputed interest earned from the sale contract date through the aircraft disposition date increases the selling price of an aircraft. 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. An aircraft classified as held for sale is 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.
- 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 modifications to the aircraft to be performed by the Company pursuant to any lease agreement are accounted for as lease incentives and amortized against revenue over the

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term of the lease, assuming no lease renewals. 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, 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 the Company's aircraft. 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 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.

The preparation of these impairment analyses requires 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 date in the future, 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 with in-place leases. A maintenance right asset represents the fair value of its contractual right under a lease to receive an aircraft 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 lease end contractual maintenance condition of the aircraft at lease expiry and the actual maintenance condition of the aircraft on the acquisition date.

The Company's aircraft 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 into a specified maintenance condition.

Maintenance right assets in EOL Leases represent the difference in value between the contractual right to receive an aircraft 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 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. Maintenance right assets, net are recorded as a separate line item on the Company's balance sheet.

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When the Company has recorded maintenance right assets with respect to EOL Leases, the following accounting scenarios exist: (i) the aircraft is returned at lease expiry in the contractually specified 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 our 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 is returned at lease expiry in the contractually specified 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 payments to us for maintenance based upon usage of the aircraft. 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 in an improved condition relative to the actual condition on the acquisition date. The aircraft 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. Maintenance right assets, net will be recorded as a separate line item on the Company's balance sheet.

When the Company has recorded maintenance right assets with respect to MR Leases, the following accounting scenarios exist: (i) the aircraft 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 hedge accounting provisions,

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 formally 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

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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.

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 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.

## **OTHER ASSETS**

Other assets consist primarily of unamortized lease premiums, initial direct lease costs and other miscellaneous receivables. Lease premiums are amortized into operating lease income over the lease term.

## **SECURITY DEPOSITS**

In the normal course of leasing aircraft 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. 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.

In some leases, 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. Such payments made by the Company for minor maintenance, repairs and re-leasing of aircraft are expensed as incurred.

Maintenance payment liability balances at the end of a lease or any amount received as part of a redelivery adjustment are recorded as lease revenue at lease termination, including early termination upon a default. 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

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### **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 revenues from flight equipment under operating leases. Rental income from aircraft 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 timing of lease expiries, scheduled and unscheduled, and the timing of maintenance performed on the aircraft by the lessee, among others.
- *Lease incentives.* The Company's leases may contain provisions which require the Company to contribute a portion of the lessee's costs for heavy maintenance, overhaul or replacement of certain high-value components. The accounts for these expected payments as lease incentives, which are amortized as a reduction of lease revenue over the life of the lease.
- *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.

### **SHARE-BASED COMPENSATION**

The Company has 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. The Company has issued all shares available under the 2010 Plan.

Compensation expense associated with grants to employees were valued at the grant date and amortized on a straight-line basis over the service period. Grants to non-employees were initially measured at grant date, and then re-measured at each interim reporting period until the awards vested. Determining the appropriate fair value model and calculation of the fair value of stock-based awards required judgment, including estimating stock price volatility, forfeitures and expected grant life.

### **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 applies a recognition threshold of more-likely-than-not to be sustained in the examination of income tax on uncertainties. The Company has elected to classify any 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 the years ended December 31, 2016, 2015 and 2014.

### **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. The guidance specifically notes that lease contracts with customers are a scope exception. However, the standard may impact the accounting for revenue other than lease revenue. The Company is currently evaluating the potential impact the adoption will have on its consolidated financial condition, results of operations and cash flows. The Company plans to adopt the guidance effective January 1, 2018.

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In February 2016, FASB issued its new lease standard, ASU 2016-02, *Leases*. Under the new standard, the accounting for leases by lessors would remain basically unchanged from the existing concepts in ASC 840, *Leases*. In addition, FASB has decided that lessors would be precluded from recognizing selling profit and revenue at lease commencement for any sales-type or direct finance lease that does not transfer control of the underlying asset to the lessee. The Company is currently evaluating the potential impact the adoption of the standard will have on its consolidated financial condition, results of operations and cash flows. The Company plans to adopt the standard effective January 1, 2018.

In August 2016, FASB issued ASU 2016-15, *Statement of Cash Flows (Topic 230)*. The new guidance is intended to reduce diversity in practice in how certain transactions are classified in the statement of cash flows. The guidance requires application using a retrospective transition method. The Company is currently evaluating the potential impact the adoption of the standard will have on its statement of cash flows. The Company plans to adopt the guidance effective January 1, 2018.

In November 2016, FASB issued ASU 2016-18, *Statement of Cash Flows (Topic 230)*. ASU 2016-18 provides guidance on the presentation of restricted cash and restricted cash equivalents in the statement of cash flows. The guidance requires entities to show the changes in total of cash, cash equivalents, restricted cash and restricted cash equivalents. As a result, entities will no longer present transfers between cash and cash equivalents, restricted cash and restricted cash equivalents in the statement of cash flows. The guidance requires application using a retrospective transition method to each period presented. The Company anticipates that the adoption of the standard will have an effect on the financing section of its statement of cash flows. The Company plans to adopt the guidance effective January 1, 2018.

In October 2016, FASB issued ASU 2016-16, *Income Taxes (Topic 740): Intra-Entity Transfers of Assets Other Than Inventory*, which requires the recognition of current and deferred income taxes for intra-entity asset transfers, other than inventory, when the transfer occurs. Historically, the income tax consequence was not recognized until the asset was sold to a third party. The Company is currently evaluating the potential impact the adoption of the standard will have on its consolidated financial condition, results of operations and cash flows. The Company plans to adopt the guidance effective January 1, 2018.

In January 2017, FASB issued ASU 2017-01, *Business Combinations (Topic 805): Clarifying the Definition of a Business*. ASU 2017-01 provides guidance to assist with evaluating whether transactions should be accounted for as acquisitions (or disposals) of assets or businesses. The Company adopted the guidance effective October 1, 2016, and now accounts for the acquisition of aircraft with in-place leases as asset acquisitions. During the fourth quarter of 2016, the Company capitalized \$0.8 million in acquisition fees.

### 3. INVESTMENT IN FINANCE LEASE

At December 31, 2016 and 2015, the Company had one investment in finance lease. At December 31, 2016, the Company's investment in finance lease was the result of an amendment to an existing operating lease which was then reclassified as a finance lease, resulting in a gain of \$2.7 million. The implicit interest rate in this finance lease was 5%. At December 31, 2015, the Company's investment in finance lease was attributable to one aircraft, which was then sold in 2016, recognizing a \$4.2 million gain on sale of aircraft. The implicit interest rate in this finance lease was 10%. During the years ended December 31, 2016 and 2015, the Company recognized finance lease income totaling \$2.1 million and \$0.3 million, respectively.

The Company's net investment in finance lease consisted of the following (dollars in thousands):

**December 31,                  December 31,**

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	<b>2016</b>	<b>2015</b>
Total minimum lease payments receivable	\$ 15,080	\$ 45,901
Estimated unguaranteed residual value of leased asset	4,227	15,000
Unearned finance income	(4,212 )	(26,023 )
<b>Net Investment in Finance Lease</b>	<b>\$ 15,095</b>	<b>\$ 34,878</b>

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Presented below are the contracted future minimum rental payments due under non-cancellable finance lease, as of December 31, 2016.

<b>Year ending December 31,</b>	<b>(Dollars in thousands)</b>
2017	\$ 1,880
2018	1,800
2019	1,800
2020	1,800
2021	1,800
Thereafter	6,000
<b>Future minimum rental payments under finance lease</b>	<b>\$ 15,080</b>

#### **4. FLIGHT EQUIPMENT HELD FOR SALE**

In 2015, the Company agreed to sell 45 aircraft in two portfolio sales (the Sale Transactions ). The Company delivered 32 of these aircraft to the purchasers and recognized a gain on sale of aircraft of \$33.0 million in 2015. The Company delivered the remaining 13 aircraft and recognized a gain on sale of aircraft of \$5.0 million in 2016.

At December 31, 2015, the Company had 13 aircraft held for sale with a total net book value of \$237.3 million. At December 31, 2016, the Company had no flight equipment held for sale.

#### **5. FLIGHT EQUIPMENT HELD FOR OPERATING LEASE**

As of December 31, 2016, the Company had 75 aircraft held for operating lease, on lease to 41 lessees in 26 countries. As of December 31, 2015, the Company had 79 aircraft held for operating lease, of which 77 aircraft were on lease to 43 lessees in 27 countries, and two aircraft were off-lease.

During the year ended December 31, 2016, the Company purchased ten aircraft held for operating lease, and capitalized \$545.8 million. During the year ended December 31, 2015, the Company purchased nine aircraft held for operating lease, and capitalized \$585.4 million.

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 on sale of aircraft. 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 loan. During the year ended December 31, 2015, the Company sold 12 aircraft held for operating lease and recognized a loss on sale of aircraft of \$4.0 million. During the year ended December 31, 2014, the Company sold eight aircraft held for operating lease, six of which generated a gain on sale of aircraft of \$14.8 million. The Company recorded a gain on debt extinguishment of \$2.3 million in connection with the sale of the other two aircraft. The sale proceeds were paid to the lenders as full and final discharge of the loans secured by these two 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. During the year ended December 31, 2015, the Company recognized aircraft impairment of \$66.1 million. The impairment charge related to three wide-body aircraft nearing the end of their economic lives and 11 narrow-body aircraft, ten of which were sold in 2015 and 2016. For the year ended December 31, 2014, the Company recognized an impairment loss of \$1.2 million in respect of a wide-body aircraft. This aircraft was sold during the first quarter of 2016.

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Flight equipment held for operating lease consists of the following (dollars in thousands):

	<b>December 31, 2016</b>	<b>December 31, 2015</b>
Cost	\$ 3,180,160	\$ 3,059,974
Accumulated depreciation	(486,339 )	(474,548 )
<b>Flight equipment held for operating lease, net</b>	<b>\$ 2,693,821</b>	<b>\$ 2,585,426</b>

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The Company capitalized \$5.7 million and \$26.1 million of major maintenance expenditures for the years ended December 31, 2016 and 2015, respectively. In 2016, the full amount of the maintenance expenditures was capitalized in flight equipment held for operating lease. Of the amount capitalized in 2015, \$16.6 million was included in flight equipment held for operating lease, and \$9.5 million was included in flight equipment held for sale.

The classification of the net book value of flight equipment held for operating lease, net and operating lease revenues by geographic region in the tables and discussion below is based on the principal operating location of the lessees.

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, 2016		December 31, 2015	
Europe:				
United Kingdom	\$ 143,560	5 %	\$ 244,179	9 %
Turkey	142,787	5 %	171,861	7 %
Russia	17,582	1 %	—	—
Other	335,483	13 %	359,929	14 %
<b>Europe — Total</b>	<b>639,412</b>	<b>24 %</b>	<b>775,969</b>	<b>30 %</b>
Asia and South Pacific:				
India	574,853	21 %	208,009	8 %
Philippines	279,031	10 %	289,558	11 %
China	194,774	7 %	221,576	9 %
Other	216,244	9 %	224,015	8 %
<b>Asia and South Pacific — Total</b>	<b>1,264,902</b>	<b>47 %</b>	<b>943,158</b>	<b>36 %</b>
Mexico, South and Central America:				
Chile	86,251	3 %	89,406	4 %
Other	83,368	3 %	87,561	3 %
<b>Mexico, South and Central America — Total</b>	<b>169,619</b>	<b>6 %</b>	<b>176,967</b>	<b>7 %</b>
North America:				
United States	156,472	6 %	218,363	9 %
Other	55,044	2 %	57,906	2 %
<b>North America — Total</b>	<b>211,516</b>	<b>8 %</b>	<b>276,269</b>	<b>11 %</b>
<b>Middle East and Africa:</b>				
Ethiopia	332,817	12 %	342,736	13 %
Other	75,555	3 %	51,056	2 %
<b>Middle East and Africa — Total</b>	<b>408,372</b>	<b>15 %</b>	<b>393,792</b>	<b>15 %</b>
<b>Off-Lease — Total</b>	<b>—</b>	<b>—</b>	<b>19,271</b>	<b>1 %</b>
<b>Total flight equipment held for operating lease, net</b>	<b>\$ 2,693,821</b>	<b>100 %</b>	<b>\$ 2,585,426</b>	<b>100 %</b>

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The distribution of operating lease revenue by geographic region for the years ended December 31, 2016, 2015 and 2014 is as follows (dollars in thousands):

	Year Ended December 31, 2016		Year Ended December 31, 2015		Year Ended December 31, 2014 As restated	
Europe:						
United Kingdom	\$ 34,498	11 %	\$ 50,742	12 %	\$ 46,281	11 %
Turkey	24,593	8 %	29,847	7 %	27,069	7 %
Russia	3,141	1 %	24,095	6 %	9,017	2 %
Other	44,450	14 %	73,872	17 %	73,660	19 %
<b>Europe — Total</b>	<b>106,682</b>	<b>34 %</b>	<b>178,556</b>	<b>42 %</b>	<b>156,027</b>	<b>39 %</b>
Asia and South Pacific:						
India	39,640	13 %	19,572	4 %	32,675	8 %
Philippines	29,129	9 %	38,677	9 %	12,947	3 %
China	23,882	8 %	37,943	9 %	47,049	12 %
Other	27,287	8 %	39,056	9 %	45,855	11 %
<b>Asia and South Pacific — Total</b>	<b>119,938</b>	<b>38 %</b>	<b>135,248</b>	<b>31 %</b>	<b>138,526</b>	<b>34 %</b>
Mexico, South and Central America:						
Chile	8,939	3 %	24,336	6 %	28,116	7 %
Other	8,768	3 %	16,732	4 %	21,733	5 %
<b>Mexico, South and Central America — Total</b>	<b>17,707</b>	<b>6 %</b>	<b>41,068</b>	<b>10 %</b>	<b>49,849</b>	<b>12 %</b>
North America:						
United States	24,591	8 %	37,316	9 %	41,531	10 %
Other	6,223	2 %	6,380	1 %	3,429	1 %
<b>North America — Total</b>	<b>30,814</b>	<b>10 %</b>	<b>43,696</b>	<b>10 %</b>	<b>44,960</b>	<b>11 %</b>
<b>Middle East and Africa:</b>						
Ethiopia	30,084	10 %	22,808	5 %	4,501	1 %
Other	8,357	2 %	8,315	2 %	12,700	3 %
<b>Middle East and Africa — Total</b>	<b>38,441</b>	<b>12 %</b>	<b>31,123</b>	<b>7 %</b>	<b>17,201</b>	<b>4 %</b>
<b>Total Operating Lease Revenue</b>	<b>\$ 313,582</b>	<b>100 %</b>	<b>\$ 429,691</b>	<b>100 %</b>	<b>\$ 406,563</b>	<b>100 %</b>

No customer accounted for 10% or more of total operating lease revenue for any of the years ended December 31, 2016, 2015 and 2014.

At December 31, 2016, no lessees were on non-accrual status. At each of December 31, 2015 and 2014, the Company had two lessees on non-accrual status, as the Company had determined that it was not probable that the economic benefits of the lease 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.



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For the years ended December 31, 2016, 2015 and 2014, the Company recognized end of lease revenues totaling \$8.9 million, \$53.8 million and \$41.7 million, respectively.

For the year ended December 31, 2016, there was no amortization of lease premiums and discounts. For the years ended December 31, 2015 and 2014, the amortization of lease premiums, net of lease discounts which were included as a component of operating lease revenue, was \$1.4 million and \$3.0 million, respectively.

As of December 31, 2016 and 2015, the weighted average remaining lease term of the Company's aircraft held for operating lease was 6.8 years and 6.6 years, respectively.

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Presented below are the contracted future minimum rental payments due under non-cancellable operating leases, as of December 31, 2016. For leases that have floating rental rates, the future minimum rental payments due assume that the rental payment due as of December 31, 2016 is held constant for the duration of the lease.

<b>Year ending December 31,</b>	<b>(Dollars in thousands)</b>
2017	\$ 319,070
2018	292,188
2019	248,419
2020	220,893
2021	199,212
Thereafter	699,356
<b>Future minimum rental payments under operating leases</b>	<b>\$ 1,979,138</b>

For the years ended December 31, 2016, 2015 and 2014, amortization of lease incentives recorded as a reduction of operating lease revenue totaled \$8.9 million, \$20.5 million and \$18.9 million, respectively. At December 31, 2016, lease incentive amortization for the next five years and thereafter is as follows (dollars in thousands):

<b>Year ending December 31,</b>	
2017	\$ 6,528
2018	6,854
2019	6,130
2020	4,352
2021	2,502
Thereafter	1,164
<b>Future amortization of lease incentives</b>	<b>\$ 27,530</b>

**6. MAINTENANCE RIGHTS**

Changes in maintenance right assets, net of maintenance right liabilities, during the years ended December 31, 2016 and 2015 were as follows (dollars in thousands):

	<b>December 31, 2016</b>	<b>December 31, 2015</b>
<b>Maintenance rights, net beginning balance</b>	<b>\$ 94,493</b>	<b>\$ 144,920</b>
Acquisitions	28,412	8,606
Capitalized to aircraft improvements	(5,245 )	(6,591 )
Maintenance rights written off against end of lease income	—	(5,781 )
Cash receipts in settlement of maintenance rights	(9,513 )	(5,253 )
Maintenance rights associated with aircraft sold	(6,178 )	(41,408 )
<b>Maintenance rights, net at end of period</b>	<b>\$ 101,969</b>	<b>\$ 94,493</b>

**7. INVESTMENT IN UNCONSOLIDATED SUBSIDIARY**

The Company has a 57.4% limited partnership interest in Fly-Z/C LP. Summit Aviation Partners LLC has a 10.2% interest in the joint venture and the limited partners appointed a subsidiary of BBAM Limited Partnership as the general partner of the joint venture. For the years ended December 31, 2016, 2015 and 2014, the Company recognized \$0.5 million, \$1.2 million and \$3.6 million, respectively, in equity earnings from its investment in Fly-Z/C LP. During

the year ended December 31, 2015, the Company contributed \$2.0 million into Fly-Z/C LP. During the year ended December 31, 2014, the Company received distributions totaling \$6.6 million. During the years ended December 31, 2016 and 2015, respectively, the Company received no distributions.

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The principal components of the Company's other assets are as follows (dollars in thousands):

	<b>December 31, 2016</b>	<b>December 31, 2015</b>
Lease costs, net	\$ 1,730	\$ 2,176
Other assets	4,838	4,274
<b>Total other assets</b>	<b>\$ 6,568</b>	<b>\$ 6,450</b>

**9. UNSECURED BORROWINGS**

	<b>Balance as of</b>	
	<b>December 31, 2016</b>	<b>December 31, 2015</b>
	<b>(Dollars in thousands)</b>	
<b>Outstanding principal balance:</b>		
2020 Notes	\$ 375,000	\$ 375,000
2021 Notes	325,000	325,000
Total outstanding principal balance	700,000	700,000
Unamortized debt discounts and loan costs	(8,610 )	(10,591 )
<b>Unsecured borrowings, net</b>	<b>\$ 691,390</b>	<b>\$ 689,409</b>

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.

The 2020 Notes and 2021 Notes are unsecured obligations of the Company and rank *pari passu* in right of payment with any existing and future senior indebtedness of the Company. The 2020 Notes have a maturity date of December 15, 2020 and the 2021 Notes have a maturity date of October 15, 2021.

Interest on the 2020 Notes is payable semi-annually on June 15 and December 15 of each year. Interest on the 2021 Notes is payable semi-annually on April 15 and October 15 of each year.

The Company may redeem the 2020 Notes, in whole or in part, at the redemption prices listed below, plus accrued and unpaid interest to the redemption date.

<b>If redeemed during the 12-month period commencing on December 15 of the years set forth below:</b>	<b>Redemption Price</b>	
2016	105.063	%
2017	103.375	%
2018	101.688	%

2019 and thereafter

100.000 %

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At any time prior to October 15, 2017, the Company may redeem up to 35% of the original principal amount of the 2021 Notes with the proceeds of certain equity offerings at a redemption price of 106.375% of the principal amount thereof, together with accrued and unpaid interest to, but not including, the date of redemption. On and after October 15, 2017, 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.

<b>If redeemed during the 12-month period commencing on October 15 of the years set forth below:</b>	<b>Redemption Price</b>
2017	104.781 %
2018	103.188 %
2019	101.594 %
2020 and thereafter	100.000 %

At any time prior to October 15, 2017, the Company may also redeem all or a portion of the 2021 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.

Should the Company experience a change of control (as defined in the indentures governing the 2020 Notes and the 2021 Notes), holders of the 2020 Notes and the 2021 Notes have the right to require the Company to repurchase all or any part of their 2020 Notes and 2021 Notes for payment in cash equal to 101% of the aggregate principal amount of the 2020 Notes and 2021 Notes repurchased plus accrued and unpaid interest.

Pursuant to the indentures governing the 2020 Notes and 2021 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 2020 Notes or 2021 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 2020 Notes or 2021 Notes obtain an investment grade rating.

The indentures governing the 2020 Notes and the 2021 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, 2016, the Company was not in default under the indentures governing the 2020 Notes or the 2021 Notes.

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The Company's secured borrowings balance, net as of December 31, 2016 and 2015 are presented below (dollars in thousands):

	Outstanding principal balance as of		Weighted average interest rate <sup>(1)</sup> as of		Maturity date
	December 31, 2016	December 31, 2015	December 31, 2016	December 31, 2015	
Securitization Notes	\$ 139,741	\$ 295,786	3.36 %	3.38 %	November 2033
Nord LB Facility	171,509	255,278	4.14 %	4.04 %	November 2018
CBA Facility	56,146	88,190	5.45 %	5.02 %	October 2020
Term Loan	404,016	427,781	4.41 %	4.39 %	February 2022
Fly Acquisition III Facility	113,045	—	2.88 %	—	February 2022
Other Aircraft Secured Borrowings	980,967	663,069	3.50 %	3.63 %	September 2019 – June 2028
Unamortized debt discounts and loan costs	(33,439 )	(34,393 )			
<b>Total</b>	<b>\$ 1,831,985</b>	<b>\$ 1,695,711</b>			

(1) Represents the contractual interest rates and effect of derivative instruments, and excludes the amortization of debt discounts and debt issuance costs.

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.

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, 2016, the Company was not in default under any of its secured borrowings.

***Securitization Notes***

At December 31, 2016, the Company's subsidiary, B&B Air Funding, had \$139.7 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 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. The Company has entered into interest rate swap contracts to mitigate the interest rate fluctuation risk associated with the Securitization Notes.

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.

The Company may, on any future payment date, redeem the Securitization Notes in whole or from time to time in part for an amount equal to 100% of 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

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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 addition, the servicing agreement for B&B Air Funding includes servicer termination events as specified in the agreement.

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, 2016 and 2015, 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, 2016, the Company had \$171.5 million principal amount outstanding under its debt facility with Norddeutsche Landesbank Girozentrale (the Nord LB Facility ), which was secured by six 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.

The loans under the Nord LB Facility bear interest at one-month LIBOR plus 3.30% until the final maturity date of November 14, 2018.

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 second 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.

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If the Company earns a 10% return on its equity investment after full repayment of the facility, the Company will pay Nord LB a fee equal to 10% of returns in excess of 10%, up to a maximum of \$5.0 million.

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***

As of December 31, 2016, the Company had \$56.1 million principal amount outstanding under its debt facility with Commonwealth Bank of Australia and CommBank Europe Limited (the CBA Facility), which was secured by four aircraft. Fly has guaranteed all payments under the CBA Facility. These loans are cross-collateralized and contain cross-default provisions. The final maturity date of each of the four loans is October 28, 2020.

The Company makes scheduled monthly payments of principal and interest on each loan in accordance with a fixed amortization schedule. If, upon the repayment of any loan, the ratio of the remaining principal amount outstanding under the CBA Facility to the aggregate appraised value of the financed aircraft is equal to or greater than 80%, the Company will be required to pay cash collateral in an amount sufficient to reduce this ratio to less than 80%.

Borrowings under the CBA Facility accrue interest at a fixed interest rate. As of December 31, 2016 and 2015, the weighted average interest rates on all outstanding amounts, excluding the amortization of debt discount and loan cost was 5.45% and 5.02%, respectively.

The CBA Facility includes certain operating covenants, including reporting requirements. A breach of the covenants could result in the acceleration of outstanding indebtedness under the CBA Facility, and exercise of remedies available in relation to the collateral.

### ***Term Loan***

As of December 31, 2016, the Company had \$404.0 million principal amount outstanding under its senior secured term loan (the Term Loan), which was secured by 26 aircraft. Fly has guaranteed all payments under the Term Loan.

The Term Loan bears interest at three-month LIBOR, plus a margin of 2.75%, with a LIBOR floor of 0.75%.

On October 19, 2016, the Company amended the Term Loan to extend the maturity date from August 2019 to February 2022. In addition, until April 2017, the Term Loan can be prepaid in whole or in part for an amount equal to 101% of the outstanding principal amount being repaid. Thereafter, the Term Loan can be prepaid at par.

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.

During the year ended December 31, 2015, the Company wrote off approximately \$2.1 million of unamortized loan costs and debt discounts as debt extinguishment costs in connection with a re-pricing of the Term Loan. There was no prepayment penalty associated with the re-pricing.

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 also includes other customary covenants, including reporting requirements and

maintenance of credit ratings.

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.

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### ***Fly Acquisition III Facility***

In February 2016, the Company, through a wholly-owned subsidiary, Fly Acquisition III Limited, entered into a revolving \$385 million credit facility (the Fly Acquisition III Facility ) to finance the acquisition of eligible aircraft. Borrowings are secured by the beneficial interests in Fly Acquisition III and each of its subsidiaries, the aircraft and related leases. The Fly Acquisition III Facility has an availability period expiring on February 26, 2019 and a maturity date of February 26, 2022. Fly has guaranteed Fly Acquisition III's obligations under the facility.

As of December 31, 2016, the Company had \$113.0 million principal amount outstanding, which was secured by four aircraft.

The Company pays a commitment fee of 0.50% per annum on a monthly basis to each lender on the undrawn amount of its commitment until the termination of the availability period; provided that at any time from and after March 26, 2017 through the end of the availability period, the commitment fee will increase to 0.75% per annum if at least 50% of the total amount of commitments have not been drawn.

The interest rate under the facility is based on one-month LIBOR plus an applicable margin. The applicable margin is 2.00% through the expiration of the availability period, and will increase to 2.50% from February 27, 2019 through February 26, 2020 and 3.00% from February 27, 2020 through the maturity date of the facility.

The Fly Acquisition III Facility contains financial and operating covenants, including a covenant that the Company maintain a tangible net worth of at least \$325.0 million and 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 the Company to maintain a minimum liquidity of at least \$25.0 million, Fly Acquisition III will be required to deposit certain amounts of maintenance reserves and security deposits received under the respective leases into accounts pledged to the security trustee.

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

### ***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, 2016, the Company had \$981.0 million principal amount outstanding, which was secured by 19 aircraft. Of this amount, \$509.8 million was recourse to the Company.

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 September 2019 to June 2028.

During the year ended December 31, 2016, the Company entered into five other aircraft secured borrowings totaling \$469.6 million.

### ***Future Minimum Principal Payments on Borrowings***

During the year ended December 31, 2016, the Company made scheduled principal payments of \$130.6 million on its secured borrowings and made additional payments of \$318.5 million in connection with aircraft sold. The anticipated

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future minimum principal payments due for its secured borrowings are as follows (dollars in thousands):

<b>Year ending December 31,</b>	
2017	\$ 169,572
2018	288,150
2019	147,762
2020	162,914
2021	123,506
Thereafter	973,520
<b>Future minimum principal payments due</b>	<b>\$ 1,865,424</b>

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Derivatives are used by the Company to manage its exposure to interest rate fluctuations. The Company uses interest rate swap contracts to hedge variable interest payments due on loans associated with aircraft with fixed rate rentals. As of December 31, 2016, the Company had \$0.9 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, 2016 and 2015, the Company had interest rate swap contracts with notional amounts aggregating \$0.8 billion and \$1.0 billion, respectively. The unrealized fair value gain on the interest rate swap contracts, reflected as derivative assets, was \$1.9 million and \$0.2 million as of December 31, 2016 and 2015, respectively. The unrealized fair value loss on the interest rate swap contracts, reflected as derivative liabilities, was \$13.3 million and \$19.3 million as of December 31, 2016 and 2015, respectively.

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, credit spreads and measures of volatility.

***Designated Derivatives***

Certain of the Company's 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.

As of December 31, 2016, the Company had the following designated derivative instruments classified as derivative assets on the balance sheet (dollars in thousands):

Type	Quantity	Maturity Dates	Hedge Interest Rates	Swap Contract Notional Amount	Fair Value of Derivative Asset	Credit Risk Adjustment	Adjusted Fair Value of Derivative Asset	Gain Recognized in Accumulated Other Comprehensive Income	Loss Recognized into Earnings
Interest rate swap contracts	6	11/14/2018-2/15/22	0.90% - 1.18%	\$ 127,411	\$ 1,956	\$ (32 )	\$ 1,924	\$ 1,463	\$ 252
Accrued interest					—	(19 )	—	(19 )	—
<b>Total – designated derivative assets</b>	<b>6</b>			<b>\$ 127,411</b>	<b>\$ 1,937</b>	<b>\$ (32 )</b>	<b>\$ 1,905</b>	<b>\$ 1,463</b>	<b>\$ 252</b>

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As of December 31, 2016, the Company had the following designated derivative instruments classified as derivative liabilities on the balance sheet (dollars in thousands):

Type	Quantity	Maturity Dates	Hedge Interest Rates	Swap Contract Notional Amount	Fair Value of Derivative Liability	Credit Risk Adjustment	Adjusted Fair Value of Derivative Liability	Loss Recognized in Accumulated Comprehensive Loss	Loss Recognized into Earnings
Interest rate swap contracts	10	2/9/18-9/27/25	1.69% - 6.22%	\$ 350,437	\$ (11,471 )	\$ 279	\$ (11,192 )	\$ (10,286 )	\$ 478
Accrued interest					— (316 )	—	(316 )	—	—
<b>Total – designated derivative liabilities</b>	<b>10</b>			<b>\$ 350,437</b>	<b>\$ (11,787 )</b>	<b>\$ 279</b>	<b>\$ (11,508 )</b>	<b>\$ (10,286 )</b>	<b>\$ 478</b>

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Certain of the Company's interest rate swap contracts no longer qualify for hedge accounting and have been dedesignated. The accumulated other comprehensive loss of \$2.3 million associated with these contracts is being amortized over the term of the interest rate swap contracts. During the year ended December 31, 2016, \$0.8 million was recognized as interest expense.

As of December 31, 2016, the Company had the following dedesignated derivative instruments classified as derivative liabilities on the balance sheet (dollars in thousands):

Type	Quantity	Maturity Dates	Hedge Interest Rates	Swap Contract Notional Amount	Fair Value of Derivative Liability	Credit Risk Adjustment	Adjusted Fair Value of Derivative Liability	Loss Recognized into Earnings
Interest rate swap contracts	2	2/9/2018	1.82% - 1.83%	\$ 295,509	\$ (1,542 )	\$ 16	\$ (1,526 )	\$ (171 )
Accrued interest				—	(247 )	—	(247 )	—
<b>Total – dedesignated derivative liabilities</b>	<b>2</b>			<b>\$ 295,509</b>	<b>\$ (1,789 )</b>	<b>\$ 16</b>	<b>\$ (1,773 )</b>	<b>\$ (171 )</b>

***Terminated Derivatives***

The Company terminated four interest rate swap contracts and recognized \$0.6 million of loss during the year ended December 31, 2016.

In 2015, the Company terminated 14 interest rate swap contracts and recognized a loss into earnings totaling \$2.4 million. In addition, the Company recognized a net loss of \$1.1 million on swap ineffectiveness.

**12. INCOME TAXES**

Fly is a tax resident of Ireland and has wholly-owned subsidiaries in Ireland, France, Luxembourg, Australia, Singapore and Labuan 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):

	Year ended December 31, 2016	Year ended December 31, 2015	Year ended December 31, 2014
<b>Current tax expense:</b>			
Ireland	\$ —	\$ 33	\$ —
Luxembourg	145	252	210
United States	—	—	2
Australia	1,742	138	—
Other	33	57	48
<b>Current tax expense — total</b>	<b>1,920</b>	<b>480</b>	<b>260</b>

**Deferred tax (benefit) expense:**

Ireland	(10,812 )	4,558	8,208
Australia	1,615	334	241
Other	—	27	(18 )
<b>Deferred tax (benefit) expense — total</b>	<b>(9,197 )</b>	<b>4,919</b>	<b>8,431</b>
<b>Total income tax (benefit) expense</b>	<b>\$ (7,277 )</b>	<b>\$ 5,399</b>	<b>\$ 8,691</b>

In 2016, the Company recorded a net tax benefit of \$7.3 million. In 2016, the Company recognized a deduction for an interest payment made by a subsidiary that was previously uncertain to be made and therefore no tax benefit had been recognized. The Company intends to utilize this benefit as group relief to offset income tax on repatriated earnings of a Cayman Islands subsidiary for which a deferred tax provision was previously recorded. Cash taxes will not be due on the repatriated earnings. In addition, the Company's Australian tax provision includes a cumulative out of period adjustment of \$3.3 million related to foreign exchange loss.

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The Company had no unrecognized tax benefits as of December 31, 2016 and 2015. The principal components of the Company's net deferred tax asset (liability) were as follows (dollars in thousands):

	<b>December 31, 2016</b>	<b>December 31, 2015</b>
<b>Deferred tax asset:</b>		
Net operating loss carry forwards	\$ 151,575	\$ 181,370
Net unrealized losses on derivative instruments	1,181	1,999
Basis difference on acquisition of GAAM Australian assets	6,786	6,844
Other	224	240
Valuation allowance	(30,524 )	(23,029 )
<b>Total deferred tax asset</b>	<b>129,242</b>	<b>167,424</b>
<b>Deferred tax liability:</b>		
Excess of tax depreciation over book depreciation	(137,249 )	(171,084 )
Book/tax differences identified in connection with GAAM Portfolio acquisition	(438 )	(911 )
Net earnings of non-European Union member subsidiaries	(3,957 )	(16,170 )
<b>Total deferred tax liability</b>	<b>(141,644 )</b>	<b>(188,165 )</b>
<b>Deferred tax liability, net</b>	<b>\$ (12,402 )</b>	<b>\$ (20,741 )</b>

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, 2016 and 2015, the Company had a valuation allowance of \$30.5 million and \$23.0 million, respectively. For the years ended December 31, 2016, 2015 and 2014, the Company recorded net valuation allowance provisions of \$7.2 million, \$3.4 million and \$2.5 million, respectively.

The Company has undistributed earnings from its Australian subsidiary. During the third quarter of 2016, the Company changed its assertion to indefinitely reinvest these undistributed earnings back into Australia. A withholding tax of 15.0% will be applied to distributions of earnings which have yet to be taxed in Australia.

For the year ended December 31, 2016, the effective tax rate was 20.0%. The effective tax rate in any period is impacted by the source and amount of income earned and expenses incurred by the Company in different tax jurisdictions. 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 (benefit):

	<b>Year ended December 31, 2016</b>	<b>Year ended December 31, 2015</b>	<b>Year ended December 31, 2014</b>
Irish statutory corporate tax rate on trading income	12.5 %	12.5 %	12.5 %
Valuation allowances	(19.8 )%	12.0 %	3.6 %
Equity earnings from Fly-Z/C LP	0.2 %	(0.5 )%	(0.4 )%
Tax impact of repurchased and resold Notes	1.3 %	(3.2 )%	(0.6 )%
Share-based compensation	—	0.1 %	—
Foreign tax rate differentials	7.8 %	(9.7 )%	(3.9 )%

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	<b>Year ended December 31, 2016</b>	<b>Year ended December 31, 2015</b>	<b>Year ended December 31, 2014</b>
True-up of prior year tax provision	—	1.4 %	0.2 %
Non-taxable gain on debt extinguishment	0.3 %	—	(1.2 )%
Non-deductible interest expense, transaction fees and expenses	(4.8 )%	6.1 %	2.4 %
Deductible intra-group interest	30.9 %	—	—
Unrealized foreign exchange loss on re-valuation of deferred tax balances	(8.6 )%	—	—
Other	0.2 %	0.4 %	—
<b>Effective tax rate</b>	<b>20.0 %</b>	<b>19.1 %</b>	<b>12.6 %</b>

Under Irish tax legislation, the Irish 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, the Irish 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, 2012 to 2016.

**13. OTHER LIABILITIES**

The following table describes the principal components of the Company's other liabilities (dollars in thousands):

	<b>December 31, 2016</b>	<b>December 31, 2015</b>
Net current tax provision	\$ 2,036	\$ 645
Lease incentive obligation	24,757	21,217
Deferred rent payable	3,792	11,974
Refundable deposits	350	4,240
Other	9,319	14,050
<b>Total other liabilities</b>	<b>\$ 40,254</b>	<b>\$ 52,126</b>

**14. SHAREHOLDERS' EQUITY****Share Repurchases**

In July 2016, the Company's board of directors approved a \$75.0 million share repurchase program expiring in December 2017. Under this program, the Company may make share repurchases from time to time in the open market or in privately negotiated transactions. As of December 31, 2016, there was \$66.7 million remaining under this authorization.

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. As of December 31, 2016, there were 32,256,440 shares outstanding.

During the year ended December 31, 2015, the Company repurchased a total of 5,797,673 shares at an average price of \$13.89 per share, or \$80.5 million, before commissions and fees.

No shares were repurchased during the year ended December 31, 2014.

**Dividends**

On November 12, 2015, the Company announced that its board of directors approved the elimination of dividend payments on its shares. No dividends were declared or paid during the year ended December 31, 2016.

During the year ended December 31, 2015, the Company declared and paid dividends of \$1.00 per share or \$42.4 million.

During the year ended December 31, 2014, the Company declared and paid dividends of \$1.00 per share or \$42.8 million.

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During the years ended December 31, 2016 and 2015, respectively, the Company issued no shares.

During the year ended December 31, 2014, the Company issued 126,660 shares in connection with RSUs that vested and SARs that were exercised.

**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. The granted SARs and RSUs vest in three equal installments and expire on the tenth anniversary of the grant date. The Company settles SARs and RSUs with newly issued ADSs.

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, 2015 and 2014, there were 821,117 shares of SARs outstanding and exercisable at a weighted average exercise price of \$12.74. At December 31, 2016, the weighted average remaining contractual life of the SARs was 4.1 years. During the year ended December 31, 2014, 58,519 SARs were exercised at a weighted average price of \$12.80 and 8,998 SARs were canceled or forfeited at a weighted average price of \$12.28.

A summary of the Company s RSU activity for the year ended December 31, 2015 and 2014 is as follows:

	<b>Number of shares</b>	<b>Weighted average grant date fair value</b>
Outstanding and unvested at December 31, 2013	161,480	12.81
RSUs vested	(119,666 )	12.99
RSUs canceled or forfeited	(5,739 )	12.28
Outstanding and unvested at December 31, 2014	36,075	\$ 12.28
RSUs vested	(36,075 )	12.28
Outstanding and unvested at December 31, 2015	—	\$ —

Share-based compensation expense related to SARs and RSUs is recorded as a component of selling, general and administrative expenses, and totaled \$0.2 million and \$30,000 for the years ended December 31, 2015 and 2014, respectively.

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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):

	Year ended December 31, 2016	Year ended December 31, 2015	Year ended December 31, 2014
<b>Numerator</b>			
Net income (loss)	\$ (29,112 )	\$ 22,798	\$ 60,184
Less:			
Dividends declared and paid to shareholders	—	(41,388 )	(41,392 )
Dividend equivalents paid to vested RSUs and SARs	—	(1,054 )	(1,426 )
Net income (loss) attributable to common shareholders	\$ (29,112 )	\$ (19,644 )	\$ 17,366
<b>Denominator</b>			
Weighted average shares outstanding-Basic	33,239,001	41,222,690	41,405,211
Dilutive common equivalent shares:			
RSUs	—	7,950	48,674
SARs	—	84,509	73,699
Weighted average shares outstanding-Diluted	33,239,001	41,315,149	41,527,584
<b>Earnings per (loss) share:</b>			
<b>Basic</b>			
Distributed earnings	\$ —	\$ 1.00	\$ 1.00
Undistributed income (excess distribution)	\$ (0.88 )	\$ (0.48 )	\$ 0.42
Basic earnings (loss) per share	\$ (0.88 )	\$ 0.52	\$ 1.42
<b>Diluted</b>			
Distributed earnings	\$ —	\$ 1.00	\$ 1.00
Undistributed income (excess distribution)	\$ (0.88 )	\$ (0.48 )	\$ 0.42
Diluted earnings (loss) per share	\$ (0.88 )	\$ 0.52	\$ 1.42

Basic earnings per share is calculated by dividing net income available to common shareholders by the weighted average number of common shares outstanding during the period. Diluted earnings per share is calculated by dividing net income 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 and RSUs granted by the Company that contain non-forfeitable rights to receive dividend equivalents are deemed participating securities (see Note 15). Net income available to common shareholders is determined by reducing the Company's net income for the period by dividend equivalents paid on vested RSUs and 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.

In 2016, the Company entered into agreements with third-party lessors to guarantee the residual value of three aircraft subject to twelve-year leases ( RVGs ). The Company 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 the Company eleven months before each lease expiry date requiring the Company to purchase the aircraft on such date, otherwise the RVGs will terminate if not exercised accordingly.

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**18. RELATED PARTY TRANSACTIONS**

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. 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 also was 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 and an administrative fee of \$1,000 per month per aircraft. Under the Term Loan and the Fly Acquisition III Facility, BBAM is entitled to an administrative fee of \$10,000 per month. Prior to the termination of the Fly Acquisition II Facility, BBAM was entitled to an administrative fee of \$10,000 per month. In addition, BBAM is entitled to receive a sales fee of 1.5% of the gross consideration collected for any aircraft sold.

For the years ended December 31, 2016, 2015 and 2014, BBAM received base, rent and servicing fees pursuant to the Agreements totaling \$12.7 million, \$15.2 million, and \$14.4 million, respectively. BBAM also received administrative fees totaling \$1.9 million during the year ended December 31, 2016, and \$2.1 million for each of the years ended December 31, 2015 and 2014.

During the year ended December 31, 2016, the Company incurred \$8.4 million of origination fees, of which \$0.9 million was expensed. During the year ended December 31, 2015, the Company incurred \$9.2 million of origination fees, of which \$1.0 million was expensed. With respect to aircraft acquired in the first quarter of 2014, the Manager waived the origination fees that it was entitled to receive from the Company. For the year ended December 31, 2014, the Company incurred \$12.8 million of origination fees, of which \$3.1 million was expensed.

The Company 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. In connection with an amendment to the management agreement effective as of July 1, 2015, the annual management fee was reduced from \$10.7 million to \$5.7 million. 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 subject to an annual adjustment tied to the Consumer Price Index applicable to the prior calendar year. For the years ended December 31, 2016, 2015 and 2014, the Company incurred management fees of \$6.3 million, \$8.2 million and \$10.6 million, respectively.

In connection with the July 2015 amendment to the management agreement, the Company and the Manager also agreed to reduce the disposition fee in respect of the ECAF-I Transaction to an aggregate amount equal to 1.2% of the aggregate gross proceeds for such aircraft. During the years ended December 31, 2016, 2015 and 2014, the Company incurred disposition fees of \$7.5 million, \$15.6 million and \$2.2 million, respectively.

The Company further amended the management agreement, effective as of January 1, 2017 to reflect the amended rent fee and administrative agency fee, as well as the elimination of the base fee, 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.

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If the Management Agreement is not renewed on July 1, 2025, the Company 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, 2016, excluding rent fees, consisted of the following (dollars in thousands):

	2017	2018	2019	2020	2021	Thereafter	Total
Fixed base fee payments <sup>(1)</sup>	\$ 240	\$ 240	\$ 240	\$ 240	\$ 240	\$ 1,440	\$ 2,640
Fixed administrative agency fee payments due by B&B Air Funding <sup>(1)(2)</sup>	108	108	63	25	1	—	305
Fixed administrative services fee due under the Term Loan <sup>(3)</sup>	418	361	288	172	142	164	1,545
Fixed administrative services fee due under Fly Acquisition III <sup>(3)</sup>	168	168	168	168	155	165	992
Fixed administrative agency fee payments due by other subsidiaries <sup>(3)</sup>	458	406	338	322	289	929	2,742
Fixed payments for Management Expenses <sup>(1)</sup>	6,304	6,304	6,304	6,304	6,304	28,369	59,889
<b>Total</b>	<b>\$ 7,696</b>	<b>\$ 7,587</b>	<b>\$ 7,401</b>	<b>\$ 7,231</b>	<b>\$ 7,131</b>	<b>\$ 31,067</b>	<b>\$ 68,113</b>

(1) Amounts in the table assume Consumer Price Index (CPI) rates in effect as of December 31, 2016 remain constant in future periods.

On February 1, 2017, B&B Air Funding amended its servicing agreement with respect to aircraft financed by the Securitization Notes 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, both effective as of January 1, 2017. In connection with this amendment, the administrative agency fee has also been reduced, through a rebate, to \$20,000 per month, subject to an annual CPI adjustment.

(3) Assumes number of aircraft at December 31, 2016 remains the same for 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.

The fair value of the Company's cash and cash equivalents, restricted cash and cash equivalents, accounts receivable, and accounts payable approximate their carrying value. (The fair values of cash, restricted cash and cash equivalents are a Level 1 hierarchy. The fair values of accounts receivable and accounts payable are Level 2

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hierarchy.) Where available, the fair value of the Company's 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 (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 uses 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 also record an impairment charge if the expected sale proceeds of an aircraft are less than its carrying value. For the years ended December 31, 2016, 2015 and 2014, the Company wrote down aircraft to their net realizable value and recognized charges of \$96.1 million, \$66.1 million and \$1.2 million, respectively (See Note 5).

The carrying amounts and fair values of the Company's financial instruments are as follows (dollars in thousands):

	<b>As of December 31, 2016</b>		<b>As of December 31, 2015</b>	
	<b>Principal Amount Outstanding</b>	<b>Fair Value</b>	<b>Principal Amount Outstanding</b>	<b>Fair Value</b>
Securitization Notes	\$ 139,741	\$ 134,850	\$ 295,786	\$ 252,897
Nord LB Facility	171,509	171,509	255,278	251,849
CBA Facility	56,146	56,146	88,190	87,070
Term Loan	404,016	406,804	427,781	421,921
Fly Acquisition III Facility	113,045	113,045	—	—
Other Aircraft Secured Borrowings	980,967	980,967	663,069	653,992
2020 Notes	375,000	394,219	375,000	375,000
2021 Notes	325,000	340,438	325,000	333,125
Derivative asset	1,905	1,905	241	241
Derivative liabilities	13,281	13,281	19,327	19,327

As of December 31, 2016 and 2015, the categorized asset 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):

<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Total</b>
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**December 31, 2016:**

Derivative asset	—	\$ 1,905	—	\$ 1,905
Derivative liabilities	—	13,281	—	13,281

**December 31, 2015:**

Derivative asset	—	\$ 241	—	\$ 241
Derivative liabilities	—	19,327	—	19,327

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The unaudited quarterly financial information for each of the quarters in the year ended December 31, 2016 is presented below (dollars in thousands, except per share data):

	<b>March 31, 2016</b>	<b>June 30, 2016</b>	<b>September 30, 2016</b>	<b>December 31, 2016</b>
Total revenues	\$ 81,208	\$ 77,934	\$ 85,297	\$ 100,600
Net income (loss)	\$ 7,100	\$ 4,677	\$ 22,942	\$ (63,831 )
Earnings (loss) per share — Basic	\$ 0.21	\$ 0.14	\$ 0.70	\$ (1.98 )
Earnings (loss) per share — Diluted	\$ 0.21	\$ 0.14	\$ 0.70	\$ (1.98 )

The unaudited quarterly financial information for each of the quarters in the year ended December 31, 2015 is presented below (dollars in thousands, except per share data):

	<b>March 31, 2015</b>	<b>June 30, 2015</b>	<b>September 30, 2015</b>	<b>December 31, 2015</b>
Total revenues	\$ 123,286	\$ 102,822	\$ 112,655	\$ 123,634
Net income (loss)	\$ 19,865	\$ (43,695 )	\$ 27,483	\$ 19,145
Earnings (loss) per share — Basic	\$ 0.47	\$ (1.06 )	\$ 0.66	\$ 0.47
Earnings (loss) per share — Diluted	\$ 0.47	\$ (1.06 )	\$ 0.66	\$ 0.47

**21. SUBSEQUENT EVENTS**

On February 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, both effective as of January 1, 2017. In connection with this amendment, effective January 1, 2017, the administrative agency fee has also been reduced, through a rebate, to \$20,000 per month, subject to an annual CPI adjustment. On February 1, 2017, the Company also amended the management agreement with the Manager to accommodate these changes to the servicing and administrative fees relating to the aircraft financed by the Securitization Notes.

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**Report of Independent Registered Public Accounting Firm**

The Board of Directors and Shareholders of  
Fly Leasing Limited

We have audited the consolidated financial statements of Fly Leasing Limited as of December 31, 2014, and for the year ended December 31, 2014, and have issued our report thereon dated May 2, 2016 (included elsewhere in this Form 20-F). Our audit also included the financial statement schedule listed in Item 18 of this Form 20-F. This schedule is the responsibility of the Company's management. Our responsibility is to express an opinion on this schedule based on our audit.

In our opinion, the financial statement schedule referred to above, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

/s/ Ernst & Young LLP

San Francisco, California  
May 2, 2016

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TABLE OF CONTENTS**Schedule I — Condensed financial information of parent****Fly Leasing Limited**

Condensed Balance Sheets

**AS OF DECEMBER 31, 2016 AND 2015****(Dollars in thousands)**

	<b>December 31,</b>	
	<b>2016</b>	<b>2015</b>
<b>Assets</b>		
Cash and cash equivalents	\$ 229,777	\$ 139,339
Notes receivable from subsidiaries	441,451	735,835
Investments in subsidiaries	912,163	778,080
Investment in unconsolidated subsidiary	7,700	7,170
Other assets, net	534	2,712
<b>Total assets</b>	<b>1,591,625</b>	<b>1,663,136</b>
<b>Liabilities</b>		
Payable to related parties	906	50
Payable to subsidiaries	280,034	289,961
Unsecured borrowings, net	691,390	691,109
Deferred tax liability, net	1,946	13,675
Accrued and other liabilities	24,114	11,377
<b>Total liabilities</b>	<b>998,390</b>	<b>1,006,172</b>
<b>Shareholders' equity</b>	<b>593,235</b>	<b>656,964</b>
<b>Total liabilities and shareholders' equity</b>	<b>\$ 1,591,625</b>	<b>\$ 1,663,136</b>

The accompanying note is an integral part of these consolidated financial statements.

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TABLE OF CONTENTS**Schedule I — Condensed financial information of parent****Fly Leasing Limited**

Condensed Statements of Income

**FOR THE YEARS ENDED DECEMBER 31, 2016, 2015 AND 2014****(Dollars in thousands, except per share data)**

	<b>Years ended</b>		
	<b>2016</b>	<b>2015</b>	<b>2014</b>
<b>Revenues</b>			
Equity in earnings (loss) of subsidiaries	\$ (24,385 )	\$ 17,065	\$ 59,447
Equity in earnings from unconsolidated subsidiary	530	1,159	3,562
Intercompany management fee income	8,866	15,053	16,921
Intercompany interest income	44,394	48,077	22,394
Interest and other income	410	224	215
<b>Total revenues</b>	<b>29,815</b>	<b>81,578</b>	<b>102,539</b>
<b>Expense</b>			
Interest expense	48,013	48,013	28,089
Selling, general and administrative	11,803	12,987	15,520
<b>Total expenses</b>	<b>59,816</b>	<b>61,000</b>	<b>43,609</b>
<b>Net income (loss) before provision for income taxes</b>	<b>(30,001 )</b>	<b>20,578</b>	<b>58,930</b>
Income tax benefit	(889 )	(2,220 )	(1,254 )
<b>Net income (loss)</b>	<b>\$ (29,112 )</b>	<b>\$ 22,798</b>	<b>\$ 60,184</b>
<b>Weighted average number of shares:</b>			
Basic	33,239,001	41,222,690	41,405,211
Diluted	33,239,001	41,315,149	41,527,584
<b>Earnings (loss) per share:</b>			
Basic	\$ (0.88 )	\$ 0.52	\$ 1.42
Diluted	\$ (0.88 )	\$ 0.52	\$ 1.42

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 Flows

**FOR THE YEARS ENDED DECEMBER 31, 2016, 2015 AND 2014****(Dollars in thousands)**

	<b>Years ended</b>		
	<b>2016</b>	<b>2015</b>	<b>2014</b>
<b>Cash Flows from Operating Activities</b>			
<b>Net Income (loss)</b>	<b>\$ (29,112 )</b>	<b>\$ 22,798</b>	<b>\$ 60,184</b>
Adjustments to reconcile net income to net cash flows provided by operating activities:			
Equity in earnings of subsidiaries	24,385	(17,065 )	(59,447 )
Equity in earnings of unconsolidated subsidiary	(530 )	(1,159 )	(3,562 )
Deferred income taxes	(12,139 )	(2,276 )	(2,004 )
Share-based compensation	—	195	30
Amortization of debt discount and others	1,982	1,982	1,537
Distributions from unconsolidated subsidiary	—	—	5,501
Changes in operating assets and liabilities:			
Receivable from subsidiaries	(162,229 )	132,843	117,806
Other assets	476	1,060	(1,672 )
Payable to related parties	856	(867 )	(48 )
Accrued and other liabilities	12,622	483	7,211
<b>Net cash flows (used in) provided by operating activities</b>	<b>(163,689 )</b>	<b>137,994</b>	<b>125,536</b>
<b>Cash Flows from Investing Activities</b>			
Capital contributions to subsidiaries	—	—	(5,058 )
Distributions received from subsidiaries	—	53,500	1,925
Capital contributions to unconsolidated subsidiary	—	(2,009 )	—
Distributions received from unconsolidated subsidiary	—	—	1,132
Notes receivable from subsidiaries	(40,172 )	(650,083 )	(628,994 )
Notes payable to subsidiaries	334,556	505,273	94,101
<b>Net cash flows provided by (used in) investing activities</b>	<b>294,384</b>	<b>(93,319 )</b>	<b>(536,894 )</b>
<b>Cash Flows from Financing Activities</b>			
Proceeds from issuance of unsecured borrowings	—	—	396,563
Debt issuance costs	—	—	(1,116 )
Shares repurchased	(40,257 )	(81,432 )	—
Dividends paid	—	(41,388 )	(41,392 )

Dividend equivalents	—	(1,054 )	(1,426 )
<b>Net cash flows (used in) provided by financing activities</b>	<b>(40,257 )</b>	<b>(123,874 )</b>	<b>352,629</b>
<b>Net increase (decrease) in cash and cash equivalents</b>	<b>90,438</b>	<b>(79,199 )</b>	<b>(58,729 )</b>
Cash and cash equivalents at beginning of year	139,339	218,538	277,267
<b>Cash and cash equivalents at end of year</b>	<b>\$ 229,777</b>	<b>\$ 139,339</b>	<b>\$ 218,538</b>
<b>Supplemental Disclosure:</b>			
<b>Cash paid during the year for:</b>			
Interest	\$ 46,032	\$ 46,723	\$ 21,488
Taxes	—	—	—
<b>Noncash Activities:</b>			
Noncash investing activities:			
Capital contribution to subsidiaries	207,340	17,246	—
Distributions paid to subsidiaries	55,039	711	—

The accompanying note is an integral part of these consolidated financial statements.

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**ITEM 19. EXHIBITS**

We have filed the following documents as exhibits to this Annual Report.

<b>Exhibit Number</b>	<b>Description of Exhibit</b>
1.1	Memorandum of Association <sup>(1)</sup>
1.2	Amended and Restated Bye-Laws of Fly Leasing Ltd. <sup>(2)</sup>
2.1	Deposit Agreement between Deutsche Bank Trust Company Americas and Babcock & Brown Air Limited. <sup>(1)</sup>
4.1	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>
4.2	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. <sup>(1)</sup>
4.3	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. <sup>(1)</sup>
4.4	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>
4.5	Cash Management Agreement between Deutsche Bank Trust Company Americas and Babcock & Brown Air Funding I Limited. <sup>(1)</sup>
4.6	Form of Director Service Agreement between Babcock & Brown Air Limited and each director thereof. <sup>(1)</sup>
4.7	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. <sup>(3)</sup>
4.8	Fly Leasing Limited Omnibus Incentive Plan. <sup>(3)</sup>
4.9	Form of Stock Appreciation Right Award Agreement. <sup>(3)</sup>
4.10	Form of Restricted Stock Unit Award Agreement. <sup>(3)</sup>

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- 4.11 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>
- 4.12 Form of Loan Agreement among Hobart Aviation Holdings Limited, Norddeutsche Landesbank Girozentrale and each borrower thereof. <sup>(4)</sup>
- 4.13 Form of Servicing Agreement among BBAM US LP, BBAM Aviation Services Limited and each company thereof.
- 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>



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<b>Exhibit Number</b>	<b>Description of Exhibit</b>
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 Amendment dated December 28, 2012 by and among Fly Leasing Limited, Summit Aviation Partners LLC and such persons identified therein. <sup>(8)</sup>
4.17	Amended and Restated Fly Leasing Limited Management Agreement dated as of December 28, 2012, between Fly Leasing Limited and Fly Leasing Management Co. Limited. <sup>(8)</sup>
4.18	Registration Rights Agreement dated as of December 28, 2012, by and among Fly Leasing Limited and each shareholder identified therein. <sup>(8)</sup>
4.19	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. <sup>(8)</sup>
4.20	Indenture dated December 11, 2013 between Fly Leasing Limited and Wells Fargo Bank, National Association. <sup>(7)</sup>
4.21	First Supplemental Indenture dated December 11, 2013 between Fly Leasing Limited and Wells Fargo Bank, Nation Association. <sup>(7)</sup>
4.22	Second Supplemental Indenture dated as of October 3, 2014, between Fly Leasing Limited and Wells Fargo Bank, National Association. <sup>(10)</sup>
4.23	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>
4.24	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>
4.25	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>
4.26	Sale Agreement dated June 19, 2015, among certain sellers and ECAF I Ltd. <sup>(13)</sup>
4.27	Servicing Agreement dated as of February 26, 2016, among BBAM US LP, BBAM Aviation Services Limited and Fly Acquisition III Limited. <sup>(14)</sup>

- 4.28 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>
- 4.29 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.
- 4.30 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.
- 4.31 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.

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<b>Exhibit Number</b>	<b>Description of Exhibit</b>
4.32	Guaranty [Fly 2016A Warehouse] dated February 26, 2016 by Fly Leasing Limited.
8.1	List of the Company's subsidiaries.
10.1	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>
10.2	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>
10.3	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>
10.4	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>
10.5	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>
10.6	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>
10.7	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>
10.8	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>

- 12.1 Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes Oxley Act of 2002.
- 12.2 Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes Oxley Act of 2002.

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<b>Exhibit Number</b>	<b>Description of Exhibit</b>
13.1	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes Oxley Act of 2002.
15.1	Consent of Ernst & Young LLP.
15.2	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, 2016, formatted in XBRL (eXtensible Business Reporting Language): (i) Consolidated Balance Sheets as of December 31, 2016 and 2015, (ii) Consolidated Statements of Income for the years ended December 31, 2016, 2015 and 2014, (iii) Consolidated Statements of Comprehensive Income for the years ended December 31, 2016, 2015 and 2014, (iv) Consolidated Statement of Shareholders' Equity for the years ended December 31, 2014, 2015 and 2016, (v) Consolidated Statements of Cash Flows for the years ended December 31, 2016, 2015 and 2014, and (vi) Notes to Consolidated Financial Statements for the year ended December 31, 2016. (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.

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**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 14, 2017