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

FORM 10-Q

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

For the quarterly period ended August 31, 2024

or

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

For the transition period from to

Commission File number 001-32959

AIRCASTLE LIMITED

(Exact name of registrant as specified in its charter)

Bermuda	**98-0444035**
(State or other jurisdiction of incorporation or organization)	**(IRS Employer Identification No.)**

c/o Aircastle Advisor LLC
201 Tresser Boulevard, Suite 400
Stamford
Connecticut
06901
(Address of Principal Executive Offices)

Registrant's telephone number, including area code: **(203) 504-1020**

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

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Common Shares, par value $0.01 per share	N/A	NONE
Preference Shares, par value $0.01 per share	N/A	NONE

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☑ No ☐

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

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☑	Smaller reporting company	☐
		Emerging growth company	☐

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☑

As of October 4, 2024, there were 17,840 outstanding shares of the registrant's common shares, par value $0.01 per share.

Aircastle Limited and Subsidiaries
Form 10-Q
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PART I. — FINANCIAL INFORMATION

ITEM 1. CONSOLIDATED FINANCIAL STATEMENTS

Aircastle Limited and Subsidiaries
Consolidated Balance Sheets
(Dollars in thousands, except share data)

	August 31, 2024	February 29, 2024
	(Unaudited)	
ASSETS		
Cash and cash equivalents	$ 432,564	$ 129,977
Accounts receivable	12,778	12,518
Flight equipment held for lease, net	6,798,327	6,940,502
Net investment in leases, net	278,270	282,439
Unconsolidated equity method investment	43,709	42,710
Other assets	267,907	271,807
Total assets	$ 7,833,555	$ 7,679,953
LIABILITIES AND SHAREHOLDERS' EQUITY		
LIABILITIES		
Borrowings from secured financings, net	$ 636,410	$ 875,397
Borrowings from unsecured financings, net	3,823,665	3,823,099
Accounts payable, accrued expenses and other liabilities	212,315	219,588
Lease rentals received in advance	62,894	52,654
Security deposits	71,689	69,544
Maintenance payments	558,568	505,897
Total liabilities	5,365,541	5,546,179
Commitments and Contingencies		
SHAREHOLDERS' EQUITY		
Preference shares, $0.01 par value, 50,000,000 shares authorized, 400 (aggregate liquidation preference of $400,000) shares issued and outstanding at August 31, 2024 and February 29, 2024	—	—
Common shares, $0.01 par value, 250,000,000 shares authorized, 17,840 and 15,564 shares issued and outstanding at August 31, 2024 and February 29, 2024, respectively	—	—
Additional paid-in capital	2,378,774	2,078,774
Retained earnings	89,240	55,000
Total shareholders' equity	2,468,014	2,133,774
Total liabilities and shareholders' equity	$ 7,833,555	$ 7,679,953

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

Aircastle Limited and Subsidiaries
Consolidated Statements of Income (Loss) and Comprehensive Income (Loss)
(Dollars in thousands)
(Unaudited)

	Three Months Ended August 31,		Six Months Ended August 31,	
	2024	2023	2024	2023
Revenues:				
Lease rental revenue	$ 162,379	$ 150,351	$ 324,949	$ 297,086
Direct financing and sales-type lease revenue	5,426	5,085	10,883	6,158
Amortization of lease premiums, discounts and incentives	(6,068)	(7,124)	(12,717)	(14,331)
Maintenance revenue	19,378	15,046	61,527	49,566
Total lease revenue	181,115	163,358	384,642	338,479
Gain on sale or disposition of flight equipment	35,416	4,453	36,426	47,047
Other revenue	137	145	773	921
Total revenues	216,668	167,956	421,841	386,447
Operating expenses:				
Depreciation	87,675	86,328	177,033	175,117
Interest, net	62,424	57,035	127,237	113,926
Selling, general and administrative	20,090	18,882	42,145	39,717
Provision for credit losses	426	(834)	281	6,125
Impairment of flight equipment	5,761	1,100	10,972	2,197
Maintenance and other costs	4,096	8,854	8,539	17,387
Total operating expenses	180,472	171,365	366,207	354,469
Other income:				
Gain on extinguishment of debt	285	—	285	—
Other	726	3,372	422	4,709
Total other income	1,011	3,372	707	4,709
Income (loss) from continuing operations before income taxes and earnings of unconsolidated equity method investment	37,207	(37)	56,341	36,687
Income tax provision (benefit)	9,028	(5,099)	12,600	9,261
Earnings of unconsolidated equity method investment, net of tax	480	456	999	862
Net income	$ 28,659	$ 5,518	$ 44,740	$ 28,288
Preference share dividends	(10,500)	(10,500)	(10,500)	(10,500)
Net income (loss) available to common shareholders	$ 18,159	$ (4,982)	$ 34,240	$ 17,788
Total comprehensive income (loss) available to common shareholders	$ 18,159	$ (4,982)	$ 34,240	$ 17,788

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

Aircastle Limited and Subsidiaries
Consolidated Statements of Cash Flows
(Dollars in thousands)
(Unaudited)

	Six Months Ended August 31,	
	2024	**2023**
Cash flows from operating activities:		
Net income	$ 44,740	$ 28,288
Adjustments to reconcile net income to net cash and cash equivalents provided by operating activities:		
Depreciation	177,033	175,117
Amortization of deferred financing costs	8,590	8,321
Amortization of lease premiums, discounts and incentives	12,717	14,331
Deferred income taxes	9,438	6,179
Collections on net investment in leases	3,477	1,598
Security deposits and maintenance payments included in earnings	(9,914)	(9,895)
Gain on sale or disposition of flight equipment	(36,426)	(47,047)
Gain on extinguishment of debt	(285)	—
Impairment of flight equipment	10,972	2,197
Provision for credit losses	281	6,125
Other	(1,008)	(845)
Changes in certain assets and liabilities:		
Accounts receivable	(3,201)	1,437
Other assets	(4,690)	(9,723)
Accounts payable, accrued expenses and other liabilities	(19,235)	(3,833)
Lease rentals received in advance	12,414	14,165
Net cash and cash equivalents provided by operating activities	204,903	186,415
Cash flows from investing activities:		
Acquisition and improvement of flight equipment	(335,410)	(379,349)
Proceeds from sale or disposition of flight equipment	329,288	126,011
Aircraft purchase deposits and progress payments, net of deposits returned and aircraft sales deposits	(1,069)	6,852
Other	(293)	(4,026)
Net cash and cash equivalents used in investing activities	(7,484)	(250,512)
Cash flows from financing activities:		
Proceeds from issuance of common shares	300,000	200,000
Proceeds from secured and unsecured debt financings	1,048,200	1,273,709
Repayments of secured and unsecured debt financings	(1,289,386)	(963,507)
Debt extinguishment costs	285	—
Deferred financing costs	(4,961)	(7,536)
Security deposits and maintenance payments received	73,206	77,006
Security deposits and maintenance payments returned	(11,676)	(10,508)
Dividends paid	(10,500)	(10,500)
Net cash and cash equivalents provided by financing activities	105,168	558,664
Net increase in cash and cash equivalents:	302,587	494,567
Cash and cash equivalents at beginning of period	129,977	231,861
Cash and cash equivalents at end of period	$ 432,564	$ 726,428

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

Aircastle Limited and Subsidiaries
Consolidated Statements of Cash Flows (Continued)
(Dollars in thousands)
(Unaudited)

	Six Months Ended August 31,	
	2024	**2023**
Supplemental disclosures of cash flow information:		
Cash paid for interest, net of amounts capitalized	$ 128,754	$ 116,827
Cash paid for income taxes	$ 517	$ 5,631
Supplemental disclosures of non-cash investing activities:		
Advance lease rentals, security deposits, maintenance payments, other liabilities and other assets assumed in asset acquisitions	$ 27,807	$ 12,927
Advance lease rentals, security deposits, maintenance payments, other liabilities and other assets settled in sale of flight equipment	$ 47,607	$ 11,974
Transfers from flight equipment held for lease to Net investment in leases and Other assets	$ 6,310	$ 182,818

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

Aircastle Limited and Subsidiaries
Consolidated Statements of Changes in Shareholders' Equity
(Dollars in thousands, except share amounts)
(Unaudited)

	Common Shares		Preference Shares		Additional Paid-In Capital	Retained Earnings	Total Shareholders' Equity
	Shares	Amount	Shares	Amount			
Balance, February 29, 2024	15,564	$ —	400	$ —	$ 2,078,774	$ 55,000	$ 2,133,774
Net income	—	—	—	—	—	16,081	16,081
Balance, May 31, 2024	15,564	$ —	400	$ —	$ 2,078,774	$ 71,081	$ 2,149,855
Issuance of common shares	2,276	—	—	—	300,000	—	300,000
Net income	—	—	—	—	—	28,659	28,659
Preference share dividends	—	—	—	—	—	(10,500)	(10,500)
Balance, August 31, 2024	17,840	$ —	400	$ —	$ 2,378,774	$ 89,240	$ 2,468,014

	Common Shares		Preference Shares		Additional Paid-In Capital	Retained Earnings (Accumulated Deficit)	Total Shareholders' Equity
	Shares	Amount	Shares	Amount			
Balance, February 28, 2023	14,048	$ —	400	$ —	$ 1,878,774	$ (7,316)	$ 1,871,458
Net income	—	—	—	—	—	22,770	22,770
Balance, May 31, 2023	14,048	$ —	400	$ —	$ 1,878,774	$ 15,454	$ 1,894,228
Issuance of common shares	1,516	—	—	—	200,000	—	200,000
Net income	—	—	—	—	—	5,518	5,518
Preference share dividends	—	—	—	—	—	(10,500)	(10,500)
Balance, August 31, 2023	15,564	$ —	400	$ —	$ 2,078,774	$ 10,472	$ 2,089,246

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

Note 1. Summary of Significant Accounting Policies

Organization

Aircastle Limited ("Aircastle," the "Company," "we," "us" or "our") is a Bermuda company that was incorporated on October 29, 2004, under the provisions of Section 14 of the Companies Act of 1981 of Bermuda. Aircastle's business consists of acquiring, leasing, managing and selling commercial jet aircraft.

The Company is controlled by affiliates of Marubeni Corporation ("Marubeni") and Mizuho Leasing Company, Limited ("Mizuho Leasing" and, together with Marubeni, our "Shareholders").

Aircastle is a holding company and conducts its business through subsidiaries that are wholly owned, either directly or indirectly, by Aircastle.

Basis of Presentation and Principles of Consolidation

The consolidated financial statements presented are prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP").

The accompanying consolidated financial statements are unaudited and have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC") for interim financial reporting and, in our opinion, reflect all adjustments, including normal recurring items, which are necessary to present fairly the results for interim periods. Operating results for the periods presented are not necessarily indicative of the results that may be expected for the entire year. Certain information and footnote disclosures normally included in consolidated financial statements prepared in accordance with U.S. GAAP have been omitted in accordance with the rules and regulations of the SEC. However, we believe that the disclosures are adequate to make the information presented not misleading. These financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended February 29, 2024.

The consolidated financial statements include the accounts of Aircastle and all its subsidiaries, including any Variable Interest Entity ("VIE") of which Aircastle is the primary beneficiary. All intercompany transactions and balances have been eliminated in consolidation.

We manage and analyze our business and report on our results of operations based on one operating segment: leasing, financing, selling and managing commercial flight equipment. Our Chief Executive Officer is the chief operating decision maker.

The Company's management has reviewed and evaluated all events or transactions for potential recognition and/or disclosure subsequent to the balance sheet date of August 31, 2024, through the date on which the consolidated financial statements included in this Form 10-Q were issued.

Risk and Uncertainties

In the normal course of business, Aircastle encounters several significant types of economic risk, including credit, market, aviation industry and capital market risks. Credit risk is the risk of a lessee's inability or unwillingness to make contractually required payments and to fulfill its other contractual obligations to Aircastle. Market risk reflects the change in the value of financings due to changes in interest rate spreads or other market factors, including the value of collateral underlying financings. Aviation industry risk is the risk of a downturn in the commercial aviation industry which could adversely impact a lessee's ability to make payments, increase the risk of early lease terminations and depress lease rates and the value of the Company's aircraft. Capital market risk is the risk that the Company is unable to obtain capital at reasonable rates to fund the growth of its business or to refinance existing debt.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. While Aircastle believes the estimates and related assumptions used in the preparation of the consolidated financial statements are appropriate, actual results could differ from those estimates.

Recent Accounting Pronouncements

In December 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standard Update ("ASU") 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures ("ASC 740"). ASC 740 enhances the transparency of income tax disclosures primarily related to the rate reconciliation and income taxes paid information. The standard requires disclosure of specific categories in the rate reconciliation, using both percentages and reporting currency amounts, as well as disclosure of income taxes paid, net of refunds received, disaggregated by federal, state, and foreign taxes and individual jurisdictions. The standard is effective for annual periods beginning after December 15, 2024 and should be applied on a prospective basis. We are currently evaluating the standard; however, it is not expected to have a material impact on our consolidated financial statements.

Note 2. Fair Value Measurements

Fair value measurements and disclosures require the use of valuation techniques to measure fair value that maximize the use of observable inputs and minimize the use of unobservable inputs.

Assets Measured at Fair Value on a Recurring Basis

The following tables set forth our financial assets as of August 31, 2024, and February 29, 2024, that we measured at fair value on a recurring basis by level within the fair value hierarchy. Assets measured at fair value are classified in their entirety based on the lowest level of input that is significant to their fair value measurement.

		Fair Value Measurements at August 31, 2024 Using Fair Value Hierarchy			
	Fair Value as of August 31, 2024	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Valuation Technique
Assets:					
Cash and cash equivalents	$ 432,564	$ 432,564	$ —	$ —	Market
Investments, at fair value:					
Investment in debt securities	$ 5,029	$ —	$ —	$ 5,029	Income
Investment in equity securities	4,989	1,545	—	3,444	Market/Income
Total investments, at fair value	$ 10,018	$ 1,545	$ —	$ 8,473	

		Fair Value Measurements at February 29, 2024 Using Fair Value Hierarchy			
	Fair Value as of February 29, 2024	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Valuation Technique
Assets:					
Cash and cash equivalents	$ 129,977	$ 129,977	$ —	$ —	Market
Investments, at fair value:					
Investment in debt securities	$ 5,029	$ —	$ —	$ 5,029	Income
Investment in equity securities	5,131	1,687	—	3,444	Market/Income
Total investments, at fair value	$ 10,160	$ 1,687	$ —	$ 8,473	

Our cash and cash equivalents consist largely of money market securities that are highly liquid and easily tradable. These securities are valued using inputs observable in active markets for identical securities (Level 1). Our investments in debt and equity securities consist of notes and shares received as a result of claims settlements from various airline customers that had entered into bankruptcy proceedings or similar-type restructurings. Our investment in equity securities that are traded in an active market have been valued using quoted market prices (Level 1). Our investments in other equity securities and debt securities for which there is no active market or there is limited market data have been valued using the income approach (Level 3).

For the three and six months ended August 31, 2024, we had no transfers into or out of Level 3.

Assets Measured at Fair Value on a Non-recurring Basis

We measure the fair value of certain assets and liabilities on a non-recurring basis, when U.S. GAAP requires the application of fair value, including events or changes in circumstances that indicate the carrying amounts of these assets may not be recoverable. Assets subject to these measurements include our aircraft and unconsolidated equity method investment.

We record aircraft at fair value when we determine the carrying value may not be recoverable. Fair value measurements for aircraft in impairment tests are based on the average of the market approach (Level 2 or 3), which includes third-party appraisal data, and an income approach (Level 3), which includes the Company's assumptions and appraisal data as to the present value of future cash proceeds from leasing and selling aircraft. Level 3 valuations contain significant non-observable inputs. See "Aircraft Valuation" below for further information.

We account for our unconsolidated equity method investment under the equity method of accounting. Our investment is recorded at cost and is adjusted by undistributed earnings and losses and the distributions of dividends and capital. This investment is reviewed for impairment whenever events or changes in circumstances indicate the fair value is less than its carrying value and the decline is other-than-temporary.

Financial Instruments

Our financial instruments, other than cash, consist principally of cash equivalents, accounts receivable, investments in debt and equity securities, accounts payable and secured and unsecured financings. The fair value of cash and cash equivalents, accounts receivable and accounts payable approximates the carrying value of these financial instruments because of their short-term nature.

The fair value of our investments, which consist of debt and equity securities, have been valued using either quoted market prices to the extent such securities are traded in an active market (Level 1), or using the income approach for those securities where there is no active market or there is limited market data (Level 3). The fair value of our senior notes is

estimated using quoted market prices (Level 1), whereas all our other financings are valued using a discounted cash flow analysis, based on our current incremental borrowing rates for similar types of borrowing arrangements (Level 2).

The carrying amounts and fair values of our financial instruments at August 31, 2024, and February 29, 2024 were as follows:

	August 31, 2024		February 29, 2024	
Assets	**Carrying Amount of Asset**	**Fair Value of Asset**	**Carrying Amount of Asset**	**Fair Value of Asset**
Investments, at fair value[1]	$ 10,018	$ 10,018	$ 10,160	$ 10,160
Other investments, net[2]	4,335	4,335	5,079	5,079
Liabilities	**Carrying Amount of Liability**	**Fair Value of Liability**	**Carrying Amount of Liability**	**Fair Value of Liability**
Credit Facilities	$ 20,000	$ 20,000	$ 20,000	$ 20,000
Term Financings	643,200	640,888	883,451	885,139
Senior Notes	3,850,000	3,837,117	3,850,000	3,738,146

(1) See Assets Measured at Fair Value on a Recurring Basis.

(2) As of August 31, 2024, we had a $4.0 million allowance for credit losses on certain investments in debt securities that are carried at amortized cost – see Note 15.

Aircraft Valuation

Impairment of Flight Equipment

During the three months ended August 31, 2024, the Company recorded a transactional impairment charge of $5.8 million related to a lease amendment for 1 aircraft. The Company recognized $6.0 million of maintenance revenue for this aircraft during the three months ended August 31, 2024.

During the six months ended August 31, 2024, the Company recorded transactional impairment charges totaling $11.0 million related to a scheduled aircraft lease expiration and a lease amendment. The Company recognized $24.0 million of maintenance revenue for these aircraft during the six months ended August 31, 2024.

Annual Recoverability Assessment

We will perform our annual recoverability assessment of all our aircraft during the third quarter of fiscal year 2024.

When we perform a recoverability assessment, we measure whether the estimated future undiscounted net cash flows expected to be generated by the aircraft exceed its net book value. The undiscounted cash flows consist of cash flows from currently contracted lease rentals and maintenance payments, future projected lease rates and maintenance payments, transition costs, estimated down time, and estimated residual or scrap values for an aircraft. In the event that an aircraft does not meet the recoverability test, the aircraft will be adjusted to fair value, resulting in an impairment charge.

Management develops the assumptions used in the recoverability analysis based on current and future expectations of the global demand for a particular aircraft type and historical experience in the aircraft leasing market and aviation industry, as well as information received from third-party industry sources. The factors considered in estimating the undiscounted cash flows are impacted by changes in future periods due to changes in projected lease rental and maintenance payments, residual values, economic conditions, technology, airline demand for a particular aircraft type and other factors, such as the location of the aircraft and accessibility to records and technical documentation.

If our estimates or assumptions change, including those related to our customers that have entered judicial insolvency proceedings or similar-type proceedings or restructurings, we may revise our cash flow assumptions and record future impairment charges. While we believe that the estimates and related assumptions used in our recoverability assessments are appropriate, actual results could differ from those estimates.

Note 3. Flight Equipment Held for Lease, Net

The following table summarizes the activities for the Company's flight equipment held for lease for the six months ended August 31, 2024:

	Amount
Balance at February 29, 2024	$ 6,940,502
Additions	350,962
Depreciation	(175,905)
Disposals and transfers to net investment in leases and held for sale	(306,260)
Impairments	(10,972)
Balance at August 31, 2024	$ 6,798,327
Accumulated depreciation	$ 2,173,023

Update on Russian Aircraft

The Company leased 9 aircraft to Russian airlines that were unrecoverable following Russia's invasion of Ukraine in February 2022. The Company filed claims against the reinsurers of the Russian airlines' insurance and the Company's contingent and possessed insurance policies ("C&P Policies") seeking indemnity.

During the year ended February 29, 2024, the Company received cash settlement proceeds of $43.2 million in settlement of certain of the Company's claims under the insurance policies in respect of 4 aircraft formerly on lease to 2 Russian airlines. The Company will continue to explore mitigating losses with respect to the 5 other aircraft that were not included in the prior settlement, but it is uncertain whether this will result in any further settlements and, if so, in what amount.

The receipt of the insurance settlement proceeds serve to mitigate, in part, the Company's losses under its aviation insurance policies. The Company reserves all rights under its C&P Policies. The collection, timing and amount of any future recoveries, including those related to insurance litigation, remain uncertain. Accordingly, at this time, the Company can give no assurance as to when or what amounts it may ultimately collect with respect to these matters.

Note 4. Lease Rental Revenues

Minimum future lease rentals contracted to be received under our existing operating leases of flight equipment at August 31, 2024 were as follows:

Year Ending February 28/29,	Amount[1]
2025 (Remainder of fiscal year)	$ 326,347
2026	606,769
2027	531,015
2028	426,904
2029	345,978
Thereafter	875,474
Total	$ 3,112,487

(1) Reflects impact of lessee lease rental deferrals.

At August 31, 2024 and February 29, 2024, the amounts of lease incentive liabilities recorded in maintenance payments on our consolidated balance sheets were $33.3 million and $26.6 million, respectively.

Note 5. Net Investment in Leases, Net

At August 31, 2024 and February 29, 2024, our net investment in leases consisted of 15 aircraft. The components of our net investment in leases at August 31, 2024 and February 29, 2024, were as follows:

	August 31, 2024	February 29, 2024
Lease receivable	$ 133,839	$ 142,983
Unguaranteed residual value of flight equipment	151,914	147,170
Net investment leases	285,753	290,153
Allowance for credit losses	(7,483)	(7,714)
Net investment in leases, net	$ 278,270	$ 282,439

At August 31, 2024, future lease payments to be received under our net investment in leases were as follows:

Year Ending February 28/29,	Amount
2025 (Remainder of fiscal year)	$ 14,016
2026	17,262
2027	26,160
2028	27,163
2029	26,716
Thereafter	65,194
Total lease payments to be received	176,511
Present value of lease payments - lease receivable	(133,839)
Difference between undiscounted lease payments and lease receivable	$ 42,672

Note 6. Concentration of Risk

The classification of regions in the tables below is based on our customers' principal place of business.

The geographic concentration of the net book value of our fleet (flight equipment held for lease and net investment in leases, or "Net Book Value") as of August 31, 2024, and February 29, 2024, was as follows:

	August 31, 2024		February 29, 2024	
Region	Number of Aircraft	Net Book Value %	Number of Aircraft	Net Book Value %
Asia and Pacific	63	28 %	63	27 %
Europe	91	31 %	90	30 %
Middle East and Africa	10	5 %	9	5 %
North America	49	23 %	46	23 %
South America	29	12 %	32	14 %
Off-lease	2 (1)	1 %	3	1 %
Total	244	100 %	243	100 %

(1) Of the 2 off-lease aircraft at August 31, 2024, we currently have 1 narrow-body freighter aircraft, which is subject to a lease commitment, and 1 narrow-body freighter aircraft, which we are marketing for lease.

The following table sets forth individual countries representing at least 10% of our Net Book Value as of August 31, 2024 and February 29, 2024:

	August 31, 2024			February 29, 2024		
Country	Net Book Value	Net Book Value %	Number of Lessees	Net Book Value	Net Book Value %	Number of Lessees
United States	$ 842,912	12%	7	$ 806,162	11%	5
India	698,412	10%	3	750,498	11%	4

The geographic concentration of our lease rental revenue earned from flight equipment held for lease was as follows:

	Three Months Ended August 31,		Six Months Ended August 31,	
Region	2024	2023	2024	2023
Asia and Pacific	28 %	29 %	28 %	30 %
Europe	32 %	31 %	31 %	30 %
Middle East and Africa	4 %	4 %	5 %	4 %
North America	24 %	23 %	24 %	23 %
South America	12 %	13 %	12 %	13 %
Total	100 %	100 %	100 %	100 %

The following table shows the number of lessees with lease rental revenue of at least 5% of total lease rental revenue and their combined total percentage of lease rental revenue for the periods indicated:

	Three Months Ended August 31,				Six Months Ended August 31,			
	2024		2023		2024		2023	
	Number of Lessees	Combined % of Lease Rental Revenue	Number of Lessees	Combined % of Lease Rental Revenue	Number of Lessees	Combined % of Lease Rental Revenue	Number of Lessees	Combined % of Lease Rental Revenue
Largest lessees by lease rental revenue	2	14%	3	21%	2	15%	3	21%

For the three months ended August 31, 2024, Spain comprised 16% of total revenue. Total revenue attributable to Spain included $21.7 million from gains on sales of flight equipment and maintenance revenue. For the six months ended August 31, 2024, Spain comprised 11% of total revenue. Total revenue attributable to Spain included $24.5 million from gains on sales of flight equipment and maintenance revenue.

For the three months ended August 31, 2023, total revenue attributable to the United States and India was 13% and 11%, respectively. Total revenue attributable to the United States included $4.1 million from gains on sales of flight equipment. For the six months ended August 31, 2023, no country comprised more than 10% of total revenue.

Note 7. Unconsolidated Equity Method Investment

We have an unconsolidated equity method investment with Mizuho Leasing, which has 9 aircraft with a net book value of $264.9 million at August 31, 2024.

	Amount
Balance at February 29, 2024	$ 42,710
Earnings of unconsolidated equity method investment, net of tax	999
Balance at August 31, 2024	$ 43,709

Note 8. Borrowings from Secured and Unsecured Debt Financings

The outstanding amounts of our secured and unsecured debt financings were as follows:

	At August 31, 2024				At February 29, 2024
Debt Obligation	Outstanding Borrowings	Number of Aircraft	Interest Rate	Final Stated Maturity	Outstanding Borrowings
Secured Debt Financings:					
Term Financings[1]	$ 643,200	30	2.36% to 7.42%	12/27/24 to 06/27/32	$ 883,451
Less: Debt issuance costs and discounts	(6,790)				(8,054)
Total secured debt financings, net of debt issuance costs and discounts	636,410				875,397
Unsecured Debt Financings:					
Senior Notes due 2024[2]	—		4.125%	05/01/24	500,000
Senior Notes due 2025	650,000		5.25%	08/11/25	650,000
Senior Notes due 2026	650,000		4.25%	06/15/26	650,000
2.850% Senior Notes due 2028	750,000		2.85%	01/26/28	750,000
6.500% Senior Notes due 2028	650,000		6.50%	07/18/28	650,000
Senior Notes due 2029	650,000		5.95%	02/15/29	650,000
Senior Notes due 2031	500,000		5.75%	10/01/31	—
Revolving Credit Facilities	20,000		7.50%	05/24/25 to 02/08/28	20,000
Less: Debt issuance costs and discounts	(46,335)				(46,901)
Total unsecured debt financings, net of debt issuance costs and discounts	3,823,665				3,823,099
Total secured and unsecured debt financings, net of debt issuance costs and discounts	$ 4,460,075				$ 4,698,496

(1) The borrowings under these financings at August 31, 2024, have a weighted average fixed rate of interest of 5.89%.

(2) Repaid at the final stated maturity date.

Secured Debt Financings

Term Financings

On August 28, 2024, we repaid in full the $206.3 million outstanding principal amount of one of our term financings secured by 8 aircraft, including $1.9 million of accrued interest. The secured term financing had a final stated maturity date of September 13, 2024, and we recognized a gain on the early extinguishment of debt of $0.3 million.

Unsecured Debt Financings

5.750% Senior Notes due 2031

On July 18, 2024, the Company and Aircastle (Ireland) Designated Activity Company ("AIDAC"), a wholly-owned subsidiary of the Company, issued $500.0 million aggregate principal amount of 5.750% Senior Notes due 2031 (the "Senior Notes due 2031") at an issue price of 99.64%. The Senior Notes due 2031 will mature on October 1, 2031, and bear interest at a rate of 5.75% per annum, payable semi-annually on April 1 and October 1 of each year, commencing on April 1, 2025. Interest accrues on the Senior Notes due 2031 from July 18, 2024.

Revolving Credit Facilities

As of August 31, 2024, we had $20.0 million outstanding under our revolving credit facilities and had $2.1 billion available for borrowing.

As of August 31, 2024, we were in compliance with all applicable covenants in our financings.

AIDAC Guarantees

In connection with AIDAC co-issuing the Senior Notes due 2031 with the Company, AIDAC agreed to fully and unconditionally guarantee (the "AIDAC Guarantees") the Company's obligations under its: (i) revolving credit facilities; (ii) 5.250% Senior Notes due 2025; (iii) 4.250% Senior Notes due 2026; (iv) 2.850% Senior Notes due 2028; (v) 6.500% Senior Notes due 2028; and (vi) 5.950% Senior Notes due 2029 (collectively, the "Existing Unsecured Debt"). As a result of the AIDAC Guarantees, the Senior Notes due 2031 rank pari passu in right of payment with the Existing Unsecured Debt.

Note 9. Shareholders' Equity

Issuance of Common Shares

On July 5, 2023, the Company entered into a Subscription Agreement with its Shareholders, pursuant to which the Company agreed to make a pro rata issuance of the Company's common shares, $0.01 par value per share (the "Shares"), for an aggregate purchase price of up to $500.0 million. On July 18, 2023, 1,516 Shares in the aggregate were issued to the Shareholders for an aggregate purchase price of $200.0 million. On June 28, 2024, 2,276 Shares in the aggregate were issued to the Shareholders for an aggregate purchase price of $300.0 million, representing the second and final tranche of Shares to be issued under the Subscription Agreement. The number of Shares and the subscription price per share were determined and agreed to by the parties at the time of issuance. The Shares rank pari passu in all respects with other common shares of the Company. The Company has used, and intends to continue to use, the net proceeds from the issuance of Shares for general corporate purposes.

Preference Share Dividends

On March 15, 2024, the Company paid a semi-annual dividend in the amount of $10.5 million for its preference shares, which was approved by the Company's Board of Directors on January 9, 2024, and accrued as of February 29, 2024.

On September 16, 2024, the Company paid a semi-annual dividend in the amount of $10.5 million for its preference shares, which was approved by the Company's Board of Directors on July 8, 2024.

Note 10. Related Party Transactions

We incurred fees from our Shareholders as part of intra-company service agreements totaling $2.1 million and $2.1 million during the three months ended August 31, 2024 and 2023, respectively, and $4.6 million and $4.1 million during the six months ended August 31, 2024 and 2023, respectively, whereby our Shareholders provide certain management and administrative services to the Company.

See Note 9 for additional information regarding our Subscription Agreement with our Shareholders and related Shares issuances.

Note 11. Income Taxes

Income taxes have been provided for based upon the tax laws and rates in countries in which our operations are conducted and income is earned. In December 2023, the Government of Bermuda enacted the Bermuda Corporate Income Tax Act (the "Bermuda CIT Act"), which imposes a 15% corporate current income tax (the "Bermuda CIT") effective for tax years beginning on or after January 1, 2025. The Company expects to become subject to the Bermuda

CIT with respect to its fiscal year beginning March 1, 2025 and subsequent years. Consequently, the provision for income taxes relates to income earned by certain subsidiaries of the Company which are located in, or earn income in, jurisdictions that impose income taxes, primarily the United States and Ireland.

The sources of income (loss) from continuing operations before income taxes and earnings of our unconsolidated equity method investment for the three and six months ended August 31, 2024 and 2023 were as follows:

	Three Months Ended August 31,		Six Months Ended August 31,	
	2024	2023	2024	2023
U.S. operations	$ 5,688	$ 6,588	$ 10,684	$ 10,870
Non-U.S. operations	31,519	(6,625)	45,657	25,817
Income (loss) from continuing operations before income taxes and earnings of unconsolidated equity method investment	$ 37,207	$ (37)	$ 56,341	$ 36,687

Our aircraft-owning subsidiaries generally earn income from sources outside the United States and typically are not subject to U.S. federal, state or local income taxes. The aircraft owning subsidiaries resident in the United States and Ireland are subject to tax in those respective jurisdictions.

We have a U.S.-based subsidiary which provides management services to our subsidiaries and is subject to U.S. federal, state and local income taxes. We also have Ireland and Singapore-based subsidiaries which provide management services to our non-U.S. subsidiaries and are subject to tax in those respective jurisdictions.

We recognized income tax provisions of $12.6 million and $9.3 million for the six months ended August 31, 2024 and 2023, respectively. Our effective tax rate for the six months ended August 31, 2024 and 2023 was 22.4% and 25.2%, respectively. The decrease in our effective tax rate is primarily attributable to the mix of profits in taxable and non-taxable jurisdictions.

Ireland and Bermuda Tax Law Changes

On December 18, 2023, Ireland enacted Finance (No. 2) Bill 2023 (the "Finance Bill") which includes legislative changes for new tax measures and amendments to the Irish tax code, such as provisions to implement the Pillar Two GloBE rules, new outbound payment rules, and a dividend withholding tax, among other changes. The Finance Bill requires a 20% withholding tax be applied to certain payments, such as interest payments, from Irish companies to recipients in no-tax and zero-tax jurisdictions, effective April 1, 2024. The Finance Bill also requires a 25% withholding tax be applied to dividends and distributions, subject to certain exemptions, as well as introduces new interest deduction rules for a qualifying finance company. The Company has determined that there is no current year impact from the law change.

On December 18, 2023, Bermuda enacted the Bermuda CIT Act which imposes the 15% Bermuda CIT that applies to Bermuda businesses that are part of multinational enterprise groups with annual revenue of €750 million or more and is effective for tax years beginning on or after January 1, 2025. The Company has appropriately considered the impact of the Bermuda CIT and its impact on current and deferred income taxes.

Note 12. Interest, Net

The following table shows the components of interest, net:

	Three Months Ended August 31,		Six Months Ended August 31,	
	2024	2023	2024	2023
Interest on borrowings and other liabilities	$ 61,762	$ 58,133	$ 123,629	$ 114,005
Amortization of deferred financing fees and debt discount	4,247	4,290	8,590	8,321
Interest expense	66,009	62,423	132,219	122,326
Less: Interest income	(3,585)	(4,736)	(4,320)	(7,028)
Less: Capitalized interest	—	(652)	(662)	(1,372)
Interest, net	$ 62,424	$ 57,035	$ 127,237	$ 113,926

Note 13. Commitments and Contingencies

Rent expense, primarily for the corporate office and sales and marketing facilities, was $0.5 million and $0.6 million, and $1.0 million and $1.3 million for the three and six months ended August 31, 2024 and 2023, respectively.

As of August 31, 2024, Aircastle is obligated under non-cancelable operating leases relating principally to office facilities in Stamford, Connecticut; Dublin, Ireland; and Singapore for future minimum lease payments as follows:

Year Ending February 28/29,	Amount
2025 (Remainder of fiscal year)	$ 1,495
2026	2,815
2027	2,750
2028	2,781
2029	1,987
Thereafter	16,005
Total	$ 27,833

At August 31, 2024, we had commitments to purchase 11 aircraft for $377.2 million.

At August 31, 2024, commitments, including $34.4 million of remaining progress payments, contractual price escalations and other adjustments for these aircraft, net of amounts already paid, were as follows:

Year Ending February 28/29,	Amount
2025 (Remainder of fiscal year)	$ 64,205
2026	80,132
2027	202,216
2028	30,679
2029	—
Thereafter	—
Total	$ 377,232

Note 14. Other Assets

Other assets consisted of the following as of August 31, 2024, and February 29, 2024:

	August 31, 2024	February 29, 2024
Deferred income tax asset	$ 47	$ 48
Lease incentives and premiums, net of accumulated amortization of $95,925 and $90,408, respectively	47,368	37,459
Flight equipment held for sale	19,173	19,190
Aircraft purchase deposits and Embraer E-2 progress payments	47,353	42,784
Right-of-use asset[(1)]	15,364	16,053
Deferred rent receivable, net[(2)]	13,100	15,825
Investments, at fair value[(3)]	10,018	10,160
Other investments, net[(2)(3)]	4,335	5,079
Other assets	111,149	125,209
Total other assets	$ 267,907	$ 271,807

(1) Net of lease incentives and tenant allowances.

(2) Net of an allowance for credit losses – see Note 15.

(3) See Note 2.

Note 15. Allowance for Credit Losses

The activity in the allowance for credit losses related to our net investment in leases, other investments, and deferred rent receivables for the six months ended August 31, 2024, was as follows:

	Net Investment in Leases, net	Other Investments, net	Deferred Rent Receivables, net	Total
Balance at February 29, 2024	$ 7,714	$ 3,209	$ 2,146	$ 13,069
Provision for credit losses	(231)	742	(230)	281
Balance at August 31, 2024	$ 7,483	$ 3,951	$ 1,916	$ 13,350

Note 16. Accounts Payable, Accrued Expenses and Other Liabilities

Accounts payable, accrued expenses and other liabilities consisted of the following as of August 31, 2024, and February 29, 2024:

	August 31, 2024	February 29, 2024
Accounts payable, accrued expenses and other liabilities	$ 49,478	$ 68,185
Deferred income tax liability	109,842	100,405
Accrued interest payable	21,716	27,507
Lease liability	18,338	19,193
Lease discounts, net of amortization of $19,888 and $43,519, respectively	12,941	4,298
Total accounts payable, accrued expenses and other liabilities	$ 212,315	$ 219,588

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This management's discussion and analysis of financial condition and results of operations contains forward-looking statements that involve risks, uncertainties and assumptions. You should read the following discussion in conjunction with our historical consolidated financial statements and the notes thereto appearing elsewhere in this report. The results of operations for the periods reflected herein are not necessarily indicative of results that may be expected for future periods, and our actual results may differ materially from those discussed in the forward-looking statements as a result of various factors, including but not limited to those described under "Risk Factors" and included in our Annual Report on Form 10-K for the year ended February 29, 2024. Our consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States, or U.S. GAAP, and, unless otherwise indicated, the other financial information contained in this report has also been prepared in accordance with U.S. GAAP. Unless otherwise indicated, all references to "dollars" and "$" in this report are to, and all monetary amounts in this report are presented in, U.S. dollars.

All statements included or incorporated by reference in this Quarterly Report on Form 10-Q (this "report"), other than characterizations of historical fact, are forward-looking statements within the meaning of the federal securities laws, including the Private Securities Litigation Reform Act of 1995. Examples of forward-looking statements include, but are not necessarily limited to, statements relating to our ability to acquire, sell, lease or finance aircraft, raise capital, pay dividends, and increase revenues, earnings, EBITDA and Adjusted EBITDA and the global aviation industry and aircraft leasing sector. Words such as "anticipates," "expects," "intends," "plans," "projects," "believes," "may," "will," "would," "could," "should," "seeks," "estimates" and variations on these words and similar expressions are intended to identify such forward-looking statements. These statements are based on our historical performance and that of our subsidiaries and on our current plans, estimates and expectations and are subject to a number of factors that could lead to actual results materially different from those described in the forward-looking statements; Aircastle can give no assurance that its expectations will be attained. Accordingly, you should not place undue reliance on any such forward-looking statements which are subject to certain risks and uncertainties that could cause actual results to differ materially from those anticipated as of the date of this report. These risks or uncertainties include, but are not limited to, those described from time to time in Aircastle's filings with the Securities and Exchange Commission (the "SEC") and previously disclosed under "Risk Factors" in Part I - Item 1A of Aircastle's Annual Report on Form 10-K for the year ended February 29, 2024. In addition, new risks and uncertainties emerge from time to time, and it is not possible for Aircastle to predict or assess the impact of every factor that may cause its actual results to differ from those contained in any forward-looking statements. Such forward-looking statements speak only as of the date of this report. Aircastle expressly disclaims any obligation to revise or update publicly any forward-looking statement to reflect future events or circumstances.

WEBSITE AND ACCESS TO THE COMPANY'S REPORTS

Statements and information concerning our status as a Passive Foreign Investment Company ("PFIC") for U.S. taxpayers are available free of charge through our website at www.aircastle.com under "Investors — Tax Information (PFIC)."

The information on the Company's Internet website is not part of, nor incorporated by reference, into this report, or any other report we file with, or furnish to, the SEC.

OVERVIEW

Aircastle acquires, leases, and sells commercial jet aircraft to airlines throughout the world. We are a leading secondary market investor that sources aircraft through various acquisition channels that primarily include other aircraft lessors, airlines through purchase-leaseback transactions, financial institutions and other aircraft owners, and aircraft manufacturers. We have significant experience in successfully managing aircraft throughout their life cycle, including lease and technical management, aircraft redeliveries, transitions, and sales or disposals. We sell aircraft and engine assets, either with a lease attached or on a part-out basis, with the aim of generating profits and reinvesting proceeds. Our aircraft are managed by an experienced team based in the United States, Ireland and Singapore.

As of August 31, 2024, we owned and managed on behalf of our joint venture 253 aircraft leased to 78 airline customers located in 46 countries. The net book value of our fleet (flight equipment held for lease and net investment in leases, or "Net Book Value") was $7.1 billion as of August 31, 2024. The weighted average age of our fleet was 9.7 years, and the weighted average remaining lease term was 5.3 years. The weighted average utilization rate of our fleet was 99% for the six months ended August 31, 2024. During the six months ended August 31, 2024, we purchased 13 aircraft and sold 12 aircraft and other flight equipment. As of August 31, 2024, we had commitments to purchase 11 aircraft for $377.2 million, with deliveries through the first quarter of 2028, which included estimated amounts for pre-delivery deposits, contractual price escalations and other adjustments.

Our total revenues, net income and Adjusted EBITDA were $421.8 million, $44.7 million and $385.0 million, respectively, for the six months ended August 31, 2024. Cash flow provided by operating activities was $204.9 million for the six months ended August 31, 2024. The Company's financial performance reflects the continued expansion of global air traffic and strong demand for our aircraft through lease extension requests, primarily due to Original Equipment Manufacturer production issues and delivery delays, as well as the improved financial health of our airline customers.

Growth in commercial air traffic has been correlated with world economic activity and has historically grown at a rate one to two times that of global gross domestic product growth. This expansion of air travel has driven growth in the world aircraft fleet. There are approximately 26,000 commercial mainline passenger and freighter aircraft in the world fleet today. Aircraft leasing companies own approximately 52% of the world's commercial passenger jet aircraft. Under normal circumstances, we would expect the global fleet to continue expanding at a 2 to 3% average annual rate.

We believe our portfolio, which is primarily comprised of new technology and mid-life, narrow-body aircraft, will remain attractive assets for our airline customers to respond to the growing demand of global air travel. As a leading secondary market investor, we believe that our long-standing business strategy of maintaining conservative leverage and limiting long-term financial commitments positions us well to take advantage of new investment opportunities as they arise.

We employ a team of experienced senior professionals with extensive industry and financial experience. Our leadership team has an average of more than 30 years of relevant industry experience and has effectively enabled us to manage through prior downturns in the aviation industry, such as the COVID-19 pandemic, the 2008 global financial crisis, and the 2001 terror attacks.

We believe we have sufficient liquidity to meet our contractual obligations over the next twelve months. As of October 1, 2024, total liquidity of $3.1 billion included $2.1 billion of undrawn credit facilities, $0.5 billion of projected adjusted operating cash flows and contracted asset sales and $0.5 billion of unrestricted cash through October 1, 2025.

Acquisitions and Sales

During the six months ended August 31, 2024, we purchased 13 aircraft for $343.5 million. As of August 31, 2024, we had commitments to purchase 11 aircraft for $377.2 million, with delivery through the first quarter of 2028, which included estimated amounts for pre-delivery deposits, contractual price escalations and other adjustments. As of October 4, 2024, we have purchased 1 additional aircraft and have commitments to purchase 15 aircraft for $566.7 million.

During the six months ended August 31, 2024, we sold 12 aircraft and other flight equipment for net proceeds of $329.3 million and recognized a net gain on the sale of $36.4 million for these aircraft and other flight equipment. As of October 4, 2024, we have sold 1 additional aircraft.

Fiscal Year 2024 Lease Expirations and Lease Placements

As of October 1, 2024, we had 1 off-lease aircraft and 1 aircraft with a lease expiring in fiscal year 2024, which combined account for less than 1% of our Net Book Value at August 31, 2024, remaining to be placed or sold. Of these 2 aircraft, we expect to transition 1 aircraft to a new lessee and sell or part out the other aircraft.

Fiscal Year 2025-2028 Lease Expirations and Lease Placements

Taking into account lease and sale commitments, we currently have the following number of aircraft with lease expirations scheduled in the fiscal years 2025 to 2028, representing the percentage of our Net Book Value as of August 31, 2024, specified below:

- 2025: 17 aircraft, representing 6%;
- 2026: 34 aircraft, representing 12%;
- 2027: 31 aircraft, representing 11%; and
- 2028: 30 aircraft, representing 10%.

Finance

We operate in a capital-intensive industry and have a demonstrated track record of raising substantial amounts of capital from debt and equity investors. Since our inception in late 2004, we have raised $2.6 billion in equity capital from private and public investors, including $500.0 million received during the past 12 months in respect of the Subscription Agreement entered into with our Shareholders – see Note 9 in the Notes to the Unaudited Consolidated Financial Statements. We also have raised $22.5 billion in debt capital from a variety of sources, including export credit agency-backed debt, commercial bank debt, the aircraft securitization markets and the unsecured bond market. The diversity and global nature of our financing sources demonstrate our ability to adapt to changing market conditions and seize new growth opportunities.

We intend to fund new investments through cash on hand, funds generated from operations, maintenance payments received from lessees, equity offerings, unsecured bond offerings, borrowings secured by our aircraft, draws under our revolving credit facilities and proceeds from any future aircraft sales. We may repay all or a portion of such borrowings from time to time with the net proceeds from subsequent long-term debt financings, additional equity offerings or cash generated from operations and asset sales. Therefore, our ability to execute our business strategy, particularly the acquisition of additional commercial jet aircraft or other aviation assets, depends to a significant degree on our ability to obtain additional debt and equity capital on terms we deem attractive.

See “Liquidity and Capital Resources” below.

AIRCASTLE AIRCRAFT INFORMATION

The following table sets forth certain information with respect to the aircraft owned by us as of August 31, 2024 and 2023:

Owned Aircraft	As of August 31, 2024	As of August 31, 2023
	(Dollars in millions)	
Net Book Value of Flight Equipment	$ 7,077	$ 6,751
Net Book Value of Unencumbered Flight Equipment	$ 6,043	$ 5,208
Number of Aircraft	244	239
Number of Unencumbered Aircraft	214	201
Number of Lessees	77	73
Number of Countries	46	43
Weighted Average Age (Years)[1]	9.7	9.7
Weighted Average Remaining Lease Term (Years)[1]	5.3	5.2
Weighted Average Fleet Utilization during the three months ended August 31, 2024 and 2023[2]	99.2 %	98.3 %
Weighted Average Fleet Utilization during the six months ended August 31, 2024 and 2023[2]	99.1 %	97.4 %
Portfolio Yield for the three months ended August 31, 2024 and 2023[3]	9.4 %	9.1 %
Portfolio Yield for the six months ended August 31, 2024 and 2023[3]	9.4 %	9.0 %
Managed Aircraft on behalf of Joint Venture		
Net Book Value of Flight Equipment	$ 265	$ 278
Number of Aircraft	9	9

(1) Weighted by Net Book Value.

(2) Aircraft on-lease days as a percentage of total days in period weighted by Net Book Value.

(3) Lease rental revenue, interest income and cash collections on our net investment in leases for the period as a percentage of the average Net Book Value for the period; quarterly information is annualized.

PORTFOLIO DIVERSIFICATION

	Owned Aircraft as of August 31, 2024		Owned Aircraft as of August 31, 2023	
	Number of Aircraft	% of Net Book Value	Number of Aircraft	% of Net Book Value
Aircraft Type				
Passenger:				
Narrow-body - new technology[1]	61	37 %	50	32 %
Narrow-body - current technology	162	51 %	168	54 %
Wide-body - current technology	14	9 %	17	12 %
Total Passenger	237	97 %	235	98 %
Freighter - current technology	7	3 %	4	2 %
Total	244	100 %	239	100 %
Manufacturer				
Airbus	160	67 %	153	65 %
Boeing	65	25 %	67	27 %
Embraer	19	8 %	19	8 %
Total	244	100 %	239	100 %
Regional Diversification				
Asia and Pacific	63	28 %	62	28 %
Europe	91	31 %	90	30 %
Middle East and Africa	10	5 %	7	2 %
North America	49	23 %	43	23 %
South America	29	12 %	31	15 %
Off-lease	2 [2]	1 %	6	2 %
Total	244	100 %	239	100 %

(1) Includes Airbus A320-200neo and A321-200neo, Boeing 737-MAX8 and Embraer E2 aircraft.

(2) Of the 2 off-lease aircraft at August 31, 2024, we currently have 1 narrow-body freighter aircraft, which is subject to a lease commitment, and 1 narrow-body freighter aircraft, which we are marketing for lease.

The top ten customers for our owned aircraft at August 31, 2024, were as follows:

Customer	Country	Percent of Net Book Value	Number of Aircraft
IndiGo	India	8.0%	13
KLM	Netherlands	5.0%	11
LATAM	Chile	4.3%	10
American Airlines	United States	4.2%	11
Lion Air[(1)]	Indonesia	4.0%	10
Aerolineas Argentinas	Argentina	3.5%	7
Frontier Airlines	United States	3.4%	5
Wizz Air	Hungary	3.2%	5
Vueling	Spain	3.0%	8
Viva Aerobus	Mexico	3.0%	6
Total top ten customers		41.6%	86
All other customers		58.4%	158
Total all customers		100.0%	244

(1) Includes 6 aircraft on lease with 3 affiliated airlines.

COMPARATIVE RESULTS OF OPERATIONS

Results of Operations for the three months ended August 31, 2024, as compared to the three months ended August 31, 2023:

	Three Months Ended August 31,	
	2024	2023
	(Dollars in thousands)	
Revenues:		
Lease rental revenue	$ 162,379	$ 150,351
Direct financing and sales-type lease revenue	5,426	5,085
Amortization of lease premiums, discounts and incentives	(6,068)	(7,124)
Maintenance revenue	19,378	15,046
Total lease revenue	181,115	163,358
Gain on sale or disposition of flight equipment	35,416	4,453
Other revenue	137	145
Total revenues	216,668	167,956
Operating expenses:		
Depreciation	87,675	86,328
Interest, net	62,424	57,035
Selling, general and administrative	20,090	18,882
Provision for credit losses	426	(834)
Impairment of flight equipment	5,761	1,100
Maintenance and other costs	4,096	8,854
Total operating expenses	180,472	171,365
Other income:		
Gain on extinguishment of debt	285	—
Other	726	3,372
Total other income	1,011	3,372
Income (loss) from continuing operations before income taxes and earnings of unconsolidated equity method investment	37,207	(37)
Income tax provision (benefit)	9,028	(5,099)
Earnings of unconsolidated equity method investment, net of tax	480	456
Net income	$ 28,659	$ 5,518

Revenues

Total revenues increased $48.7 million, attributable to:

Lease rental revenue increased $12.0 million, primarily attributable to an increase of $28.1 million related to 36 aircraft purchased since June 1, 2023.

This was partially offset by:

- a $10.7 million decrease related to the sale of 32 aircraft since June 1, 2023; and
- a $5.4 million decrease due to lease extensions, amendments, transitions and other changes.

Amortization of lease premiums, discounts and lease incentives:

	Three Months Ended August 31,	
	2024	2023
	(Dollars in thousands)	
Amortization of lease premiums	$ (2,949)	$ (2,795)
Amortization of lease discounts	985	223
Amortization of lease incentives	(4,104)	(4,552)
Amortization of lease premiums, discounts and incentives	$ (6,068)	$ (7,124)

Maintenance revenue. For the three months ended August 31, 2024, we recorded $19.4 million of maintenance revenue primarily related to maintenance payments received by us and recognized into income due to scheduled aircraft lease expirations and engine redeliveries. Maintenance revenue also includes, to a lesser extent, certain cash maintenance reserves retained by us in connection with aircraft lease amendments.

For the three months ended August 31, 2023, we recorded $15.0 million of maintenance revenue primarily related to maintenance payments received by us and recognized into income as a result of scheduled lease expirations.

Gain on sale or disposition of flight equipment. During the three months ended August 31, 2024, we sold 10 aircraft and other flight equipment for gains totaling $35.4 million.

For the three months ended August 31, 2023, we sold 6 aircraft and other flight equipment for gains totaling $4.5 million.

Operating expenses

Total operating expenses increased $9.1 million, attributable to:

Depreciation expense increased $1.3 million, primarily attributable to an increase of $9.7 million related to 36 aircraft acquired since June 1, 2023. This increase was partially offset by a decrease of $7.9 million related to 34 aircraft sold since June 1, 2023.

Interest, net increased $5.4 million due to a higher average cost of borrowing, partially offset by a lower weighted average debt outstanding of $137.5 million.

Selling, general and administrative expenses increased $1.2 million, primarily due to litigation expenses associated with the litigation discussed in "Update on Russian Aircraft" and the timing of litigation activities.

Impairment of aircraft. During the three months ended August 31, 2024, the Company recorded a transactional impairment charge of $5.8 million related to a lease amendment for one aircraft. The Company recognized $6.0 million of maintenance revenue for this aircraft during the three months ended August 31, 2024.

During the three months ended August 31, 2023, the Company recorded an impairment charge of $1.1 million.

Maintenance and other costs decreased $4.8 million, primarily attributable to lower volume of aircraft transitions. The three months ended August 31, 2023 included higher costs due to the timing of transition of aircraft to new lessees, which largely related to aircraft for which the previous lease was terminated early, and the aircraft was repossessed from the prior operator.

Other income

Total other income decreased $2.4 million. The three months ended August 31, 2023, included additional cash received in connection with claims settlements from various airline customers that had entered into bankruptcy proceedings or similar-type restructurings.

Income tax provision (benefit)

Income tax provision (benefit). We recognized an income tax provision of $9.0 million for the three months ended August 31, 2024, as compared to an income tax benefit of $5.1 million for the three months ended August 31, 2023. The increase is attributable to changes in the mix of profits in taxable and non-taxable jurisdictions.

Results of Operations for the six months ended August 31, 2024, as compared to the six months ended August 31, 2023:

	Six Months Ended August 31,	
	2024	2023
	(Dollars in thousands)	
Revenues:		
Lease rental revenue	$ 324,949	$ 297,086
Direct financing and sales-type lease revenue	10,883	6,158
Amortization of lease premiums, discounts and incentives	(12,717)	(14,331)
Maintenance revenue	61,527	49,566
Total lease revenue	384,642	338,479
Gain on sale or disposition of flight equipment	36,426	47,047
Other revenue	773	921
Total revenues	421,841	386,447
Operating expenses:		
Depreciation	177,033	175,117
Interest, net	127,237	113,926
Selling, general and administrative	42,145	39,717
Provision for credit losses	281	6,125
Impairment of flight equipment	10,972	2,197
Maintenance and other costs	8,539	17,387
Total operating expenses	366,207	354,469
Other income:		
Gain on extinguishment of debt	285	—
Other	422	4,709
Total other income	707	4,709
Income from continuing operations before income taxes and earnings of unconsolidated equity method investment	56,341	36,687
Income tax provision	12,600	9,261
Earnings of unconsolidated equity method investment, net of tax	999	862
Net income	$ 44,740	$ 28,288

Revenues

Total revenues increased $35.4 million, attributable to:

Lease rental revenue increased $27.9 million, primarily attributable to an increase of $54.1 million related to 43 aircraft purchased since March 1, 2023.

This was partially offset by:

- a $20.1 million decrease related to the sale of 33 aircraft since March 1, 2023; and
- a $6.1 million decrease due to lease extensions, amendments, transitions and other changes.

Direct financing and sales-type lease revenue increased $4.7 million, primarily related to the reclassification of 12 aircraft to sales-type leases, partially offset by the sale of 1 aircraft since March 1, 2023.

Amortization of lease premiums, discounts and lease incentives:

	Six Months Ended August 31,	
	2024	2023
	(Dollars in thousands)	
Amortization of lease premiums	$ (6,191)	$ (5,782)
Amortization of lease discounts	1,679	467
Amortization of lease incentives	(8,205)	(9,016)
Amortization of lease premiums, discounts and incentives	$ (12,717)	$ (14,331)

The amortization of lease discounts increased $1.2 million due to the acquisition of aircraft.

Maintenance revenue. For the six months ended August 31, 2024, we recorded $61.5 million of maintenance revenue primarily related to maintenance payments received by us and recognized into income as a result of scheduled aircraft lease expirations and engine redeliveries. Maintenance revenue also includes, to a lesser extent, certain cash maintenance reserves retained by us in connection with aircraft lease amendments.

For the six months ended August 31, 2023, we recorded $49.6 million of maintenance revenue primarily related to maintenance payments received by us and recognized into income as a result of scheduled lease expirations.

Gain on sale or disposition of flight equipment. During the six months ended August 31, 2024, we sold 12 aircraft and other flight equipment for gains totaling $36.4 million.

During the six months ended August 31, 2023, we sold 10 aircraft and other flight equipment for gains totaling $14.3 million. The six months ended August 31, 2023 also included selling profit totaling $32.7 million related to the reclassification of 10 aircraft from operating leases to sales-type leases.

Operating expenses

Total operating expenses increased $11.7 million, attributable to:

Depreciation expense increased $1.9 million, primarily attributable to an increase of $19.0 million related to 43 aircraft purchased since March 1, 2023. This increase was partially offset by a decrease of $15.0 million related to 35 aircraft sold since March 1, 2023.

Interest, net increased $13.3 million due to a higher average cost of borrowing, partially offset by a lower weighted average debt outstanding of $29.6 million.

Selling, general and administrative expenses increased $2.4 million, primarily due to litigation expenses associated with the litigation discussed in "Update on Russian Aircraft" and the timing of litigation activities.

Provision for credit losses decreased $5.8 million. During the six months ended August 31, 2023, we recorded a credit provision of $6.2 million related to the reclassification of 10 aircraft from operating to sales-type leases.

Impairment of aircraft. During the six months ended August 31, 2024, the Company recorded transactional impairment charges totaling $11.0 million related to a scheduled lease expiration and a lease amendment of one aircraft. The Company recognized $24.0 million of maintenance revenue for these aircraft during the six months ended August 31, 2024.

During the six months ended August 31, 2023, we recorded impairment charges of $2.2 million.

Maintenance and other costs decreased $8.8 million, primarily attributable to lower volume of aircraft transitions. The six months ended August 31, 2023 included higher costs due to the timing of transition of aircraft to new lessees, which largely related to aircraft for which the previous lease was terminated early, and the aircraft was repossessed from the prior operator.

Other income

Total other income decreased by $4.0 million. The six months ended August 31, 2023, included additional cash received in connection with claims settlements from various airline customers that had entered into bankruptcy proceedings or similar-type restructurings.

Income tax provision

Income tax provision. We recognized income tax provisions of $12.6 million and $9.3 million for the six months ended August 31, 2024 and 2023, respectively. Our effective tax rate for the six months ended August 31, 2024 and 2023 was 22.4% and 25.2%, respectively. The decrease in our effective tax rate is primarily attributable to the mix of profits in taxable and non-taxable jurisdictions.

Aircraft Valuation

For complete information on impairment of flight equipment, refer to Note 2 in the Notes to the Unaudited Consolidated Financial Statements and "Comparative Results of Operations" above.

RECENTLY ADOPTED ACCOUNTING PRONOUNCEMENTS

See Note 1 – "Summary of Significant Accounting Policies – Organization and Basis of Presentation" in the Notes to the Unaudited Consolidated Financial Statements above.

RECENT UNADOPTED ACCOUNTING PRONOUNCEMENTS

See Note 1 – "Summary of Significant Accounting Policies – Recent Accounting Pronouncements" in the Notes to the Unaudited Consolidated Financial Statements above.

LIQUIDITY AND CAPITAL RESOURCES

Our business is very capital intensive, requiring significant investments in order to expand our fleet and to maintain and improve our existing portfolio. Our operations have historically generated a significant amount of cash, primarily from lease rentals and maintenance collections. We have also met our liquidity and capital resource needs by utilizing several sources over time, including:

- unsecured indebtedness, including our current unsecured revolving credit facilities and senior notes;
- various forms of borrowing secured by our aircraft, including term facilities, term financings and limited recourse securitization financings for new aircraft acquisitions;
- asset sales; and
- issuance of common and preference shares.

Going forward, we expect to continue to seek liquidity from these sources and other sources, subject to pricing and conditions we consider satisfactory.

During the six months ended August 31, 2024, we met our liquidity and capital resource needs with $204.9 million of cash flows from operations and $329.3 million of proceeds from the sale or disposition of aircraft and other flight equipment.

As of August 31, 2024, the weighted average maturity of our secured and unsecured debt financings was 3.5 years, and we were in compliance with all applicable covenants.

We believe we have sufficient liquidity to meet our contractual obligations over the next twelve months. As of October 1, 2024, total liquidity of $3.1 billion included $2.1 billion of undrawn credit facilities, $0.5 billion of projected adjusted operating cash flows and contracted asset sales and $0.5 billion of unrestricted cash through October 1, 2025. In addition, we believe payments received from lessees and other funds generated from operations, unsecured bond offerings, borrowings secured by our aircraft, borrowings under our revolving credit facilities and other borrowings and proceeds from future aircraft sales will be sufficient to satisfy our liquidity and capital resource needs over the next twelve months. Our liquidity and capital resource needs include payments due under our aircraft purchase obligations, required principal and interest payments under our long-term debt facilities, expected capital expenditures, lessee maintenance payment reimbursements and lease incentive payments.

Cash Flows

	Six Months Ended August 31,	
	2024	2023
	(Dollars in thousands)	
Net cash flow provided by operating activities	$ 204,903	$ 186,415
Net cash flow used in investing activities	(7,484)	(250,512)
Net cash flow provided by financing activities	105,168	558,664

Operating Activities:

Cash flow provided by operating activities was $204.9 million and $186.4 million for the six months ended August 31, 2024 and 2023, respectively. The increase is attributable to higher customer cash collections and maintenance payments received by us and recognized into income during the six months ended August 31, 2024, partially offset by higher cash paid for interest.

Investing Activities:

Cash flow used in investing activities was $7.5 million and $250.5 million for the six months ended August 31, 2024 and 2023, respectively. Proceeds from the sale or disposition of aircraft and other flight equipment increased $203.3 million during the six months ended August 31, 2024.

Financing Activities:

Cash flow provided by financing activities was $105.2 million and $558.7 million for the six months ended August 31, 2024 and 2023, respectively. The decrease of $453.5 million was primarily attributable to a $551.4 million increase in repayments of secured and unsecured financings, net of borrowings, partially offset by a $100.0 million increase in proceeds from the issuance of our common stock.

Debt Obligations

For complete information on our debt obligations, refer to Note 8 in the Notes to the Unaudited Consolidated Financial Statements.

Contractual Obligations

Our contractual obligations primarily consist of principal and interest payments on debt financings, aircraft acquisitions and rent payments pursuant to our office leases. Total contractual obligations decreased to $5.8 billion at August 31, 2024 from $6.1 billion at February 29, 2024, due to lower outstanding debt and aircraft purchase commitments, partially offset by higher interest obligations.

Capital Expenditures

From time to time, we make capital expenditures to maintain or improve our aircraft. These expenditures include the cost of major overhauls necessary to place an aircraft in service and modifications made at the request of lessees. For the six months ended August 31, 2024 and 2023, we incurred a total of $15.0 million and $44.3 million, respectively, of capital expenditures, including lease incentives, related to the improvement of aircraft.

As of August 31, 2024, the weighted average age by Net Book Value of our aircraft was approximately 9.7 years. In general, the costs of operating an aircraft, including maintenance expenditures, increase with the age of the aircraft. Our lease agreements call for the lessee to be primarily responsible for maintaining the aircraft. Maintenance reserves are generally paid by the lessee to provide for future maintenance events. Provided a lessee performs scheduled maintenance of the aircraft, we are required to reimburse the lessee for scheduled maintenance payments. In certain cases, we are also required to make lessor contributions, in excess of amounts a lessee may have paid, towards the costs of maintenance events performed by or on behalf of the lessee. We may incur additional maintenance and modification costs in the future in the event we are required to remarket an aircraft or a lessee fails to meet its maintenance obligations under the lease agreement.

Actual maintenance payments to us by lessees in the future may be less than projected as a result of a number of factors, such as in the event of a lessee default. Maintenance reserves may not cover the entire amount of actual maintenance expenses incurred and, where these expenses are not otherwise covered by the lessees, there can be no assurance that our operational cash flow and maintenance reserves will be sufficient to fund maintenance requirements, particularly as our aircraft age. See Item 1A. "Risk Factors – Risks Related to Our Business – Risks related to our leases – If lessees are unable to fund their maintenance obligations on our aircraft, we may incur increased costs at the conclusion of the applicable lease" in our Annual Report on Form 10-K for the year ended February 29, 2024.

Off-Balance Sheet Arrangements

We have an unconsolidated equity method investment in an aircraft leasing entity with Mizuho Leasing. We hold a 25% equity interest in this entity, which was established to help expand our base of new business opportunities. As of August 31, 2024, the Net Book Value of its 9 aircraft was $264.9 million.

The assets and liabilities of this entity are not included in our consolidated balance sheets, and we record our net investment under the equity method of accounting. See Note 7 in the Notes to the Unaudited Consolidated Financial Statements.

Foreign Currency Risk and Foreign Operations

At August 31, 2024, approximately 99% of our leases were payable to us in U.S. dollars. However, we incur Euro- and Singapore dollar-denominated expenses in connection with our subsidiaries in Ireland and Singapore. For the six months ended August 31, 2024, expenses, such as personnel and office costs, denominated in currencies other than the U.S. dollar totaled $10.5 million in U.S. dollar equivalents and represented approximately 25% of total selling, general and administrative expenses.

Our international operations are a significant component of our business strategy and permit us to more effectively source new aircraft, service the aircraft we own and maintain contact with our lessees. Therefore, our international operations and our exposure to foreign currency risk will likely increase over time. Although we have not yet entered into foreign currency hedges, if our foreign currency exposure increases, we may enter into hedging transactions in the future to mitigate this risk. For the six months ended August 31, 2024 and 2023, we incurred insignificant net gains and losses on foreign currency transactions.

Management's Use of EBITDA and Adjusted EBITDA

We define EBITDA as income (loss) from continuing operations before interest expense, income taxes, and depreciation and amortization. We use EBITDA to assess our consolidated financial and operating performance, and we believe this non-U.S. GAAP measure is helpful in identifying trends in our performance.

This measure provides an assessment of controllable expenses and affords management the ability to make decisions which are expected to facilitate meeting current financial goals, as well as achieving optimal financial performance. It provides an indicator for management to determine if adjustments to current spending decisions are needed.

EBITDA provides us with a measure of operating performance because it assists us in comparing our operating performance on a consistent basis as it removes the impact of our capital structure (primarily interest charges on our outstanding debt) and asset base (primarily depreciation and amortization) from our operating results. Accordingly, this metric measures our financial performance based on operational factors that management can impact in the short-term, namely the cost structure, or expenses, of the organization. EBITDA is one of the metrics used by senior management and the Board of Directors to review the consolidated financial performance of our business.

We define Adjusted EBITDA as EBITDA (as defined above) further adjusted to give effect to adjustments required in calculating covenant ratios and compliance as that term is defined in the indenture governing our senior unsecured notes. Adjusted EBITDA is a material component of these covenants.

The table below shows the reconciliation of net income to EBITDA and Adjusted EBITDA for the three and six months ended August 31, 2024 and 2023:

	Three Months Ended August 31,		Six Months Ended August 31,	
	2024	2023	2024	2023
Net income	$ 28,659	$ 5,518	$ 44,740	$ 28,288
Depreciation	87,675	86,328	177,033	175,117
Amortization of lease premiums, discounts and incentives	6,068	7,124	12,717	14,331
Interest, net	62,424	57,035	127,237	113,926
Income tax provision (benefit)	9,028	(5,099)	12,600	9,261
EBITDA	$ 193,854	$ 150,906	$ 374,327	$ 340,923
Adjustments:				
Impairment of flight equipment	5,761	1,100	10,972	2,197
Gain on extinguishment of debt	(285)	—	(285)	—
Adjusted EBITDA	$ 199,330	$ 152,006	$ 385,014	$ 343,120

Limitations of EBITDA and Adjusted EBITDA

An investor or potential investor may find EBITDA and Adjusted EBITDA important measures in evaluating our performance, results of operations and financial position. We use these non-U.S. GAAP measures to supplement our U.S. GAAP results in order to provide a more complete understanding of the factors and trends affecting our business.

EBITDA and Adjusted EBITDA have limitations as analytical tools and should not be viewed in isolation or as substitutes for U.S. GAAP measures of income (loss). Material limitations in making the adjustments to our income (loss) to calculate EBITDA and Adjusted EBITDA, and using these non-U.S. GAAP measures as compared to U.S. GAAP net income (loss), income (loss) from continuing operations and cash flows provided by or used in operations, include:

- depreciation and amortization, though not directly affecting our current cash position, represent the wear and tear and/or reduction in value of our aircraft, which affects the aircraft's availability for use and may be indicative of future needs for capital expenditures;
- the cash portion of income tax provision (benefit) generally represents charges (gains), which may significantly affect our financial results; and
- adjustments required in calculating covenant ratios and compliance as that term is defined in the indenture governing our senior unsecured notes, which may not be comparable to similarly titled measures used by other companies.

EBITDA and Adjusted EBITDA are not alternatives to net income (loss), income (loss) from operations or cash flows provided by or used in operations as calculated and presented in accordance with U.S. GAAP. You should not rely on these non-U.S. GAAP measures as a substitute for any such U.S. GAAP financial measure. We strongly urge you to review the reconciliations to U.S. GAAP net income (loss), along with our consolidated financial statements included elsewhere in this report. We also strongly urge you not to rely on any single financial measure to evaluate our business. In addition, because EBITDA and Adjusted EBITDA are not measures of financial performance under U.S. GAAP and are susceptible to varying calculations, EBITDA and Adjusted EBITDA as presented in this report, may differ from and may not be comparable to similarly titled measures used by other companies.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET 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. These risks are highly sensitive 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 floating-rate debt obligations. Rent payments under our aircraft lease agreements typically do not vary during the term of the lease according to changes in interest rates. However, our borrowing agreements generally require payments based on a variable interest rate index, such as SOFR or an alternative reference rate. Therefore, to the extent our borrowing costs are not fixed, increases in interest rates may reduce our net income by increasing the cost of our debt without any corresponding increase in rents or cash flow from our securities.

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. Although we believe a sensitivity analysis provides the most meaningful analysis permitted by the rules and regulations of the SEC, it 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 modeled. 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 interest expense impacts on our financial instruments. It also does not include a variety of other potential factors that could affect our business as a result of changes in interest rates.

As of August 31, 2024, a hypothetical 100-basis point increase/decrease in our variable interest rate on our borrowings would result in an interest expense increase/decrease of $3.2 million and $3.2 million, respectively, over the next twelve months.

ITEM 4. CONTROLS AND PROCEDURES

Management's Evaluation of Disclosure Controls and Procedures

The term "disclosure controls and procedures" is defined in Exchange Act Rules 13a-15(e) and 15d-15(e). This term refers to the controls and procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files under the Exchange Act is recorded, processed, summarized and reported within the time periods specified by the SEC and that such information is accumulated and communicated to the Company's management, including its Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO") as appropriate, to allow timely decisions regarding required disclosure. An evaluation was performed under the supervision and with the participation of the Company's management, including the CEO and CFO, of the effectiveness of the Company's disclosure controls and procedures as of August 31, 2024. Based on that evaluation, the Company's management, including the CEO and CFO, concluded that the Company's disclosure controls and procedures were effective as of August 31, 2024.

Changes in Internal Control over Financial Reporting

There were no changes in the Company's internal control over financial reporting, as such term is defined in Exchange Act Rules 13a-15(f) and 15d-15(f), that occurred during the quarter ended August 31, 2024, that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. — OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

The Company is not a party to any material legal or adverse regulatory proceedings.

ITEM 1A. RISK FACTORS

There have been no material changes to the disclosure related to the risk factors described in our Annual Report on Form 10-K for the year ended February 29, 2024, as filed with the SEC.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

Environmental, Social and Governance ("ESG")

Information on our ESG initiatives can be found on our website at www.aircastle.com under "ESG." The information on the Company's website regarding our ESG initiatives is not part of, nor incorporated by reference, into this report, or any other report we file with, or furnish to, the SEC.

ITEM 6. EXHIBITS

Exhibit No.	Description of Exhibit
3.1	Amended and Restated Memorandum of Association (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the SEC on March 27, 2020).
3.2	Amended and Restated Bye-laws (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K filed with the SEC on March 27, 2020).
3.3	Certificate of Designations, dated June 8, 2021 (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on June 8, 2021).
4.1	Specimen Share Certificate (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-1 (Amendment No. 2) (No. 333-134669) filed on July 25, 2006).
4.2	Indenture, dated as of December 5, 2013, by and between Aircastle Limited and Wells Fargo Bank, National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on December 6, 2013).
4.3	Fifth Supplemental Indenture, dated as of March 20, 2017, by and between Aircastle Limited and Wells Fargo Bank, National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on March 20, 2017).
4.4	Sixth Supplemental Indenture, dated as of September 25, 2018, between Aircastle Limited and Wells Fargo Bank, National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on September 25, 2018).
4.5	Seventh Supplemental Indenture, dated as of June 13, 2019, between Aircastle Limited and Wells Fargo Bank, National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on June 13, 2019).
4.6	Indenture, dated as of August 11, 2020, by and between Aircastle Limited and Wells Fargo Bank, National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on August 11, 2020).
4.7	Indenture, dated as of January 26, 2021, by and between Aircastle Limited and Wells Fargo Bank, National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on January 26, 2021).
4.8	Deposit Agreement, dated June 8, 2021, among Aircastle Limited, Computer share Inc. and Computershare Trust Company, N.A., acting jointly as depositary, and the holders from time to time of depositary receipts issued thereunder (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on June 8, 2021).
4.9	Indenture, dated as of July 18, 2023, between Aircastle Limited and Computershare Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on July 18, 2023).
4.10	Indenture, dated as of January 22, 2024, between Aircastle Limited and Computershare Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on January 22, 2024).
4.11	Indenture, dated as of July 18, 2024, among Aircastle Limited, Aircastle (Ireland) Designated Activity Company and Computershare Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on July 18, 2024).
4.12	Guarantee Supplemental Indenture (6.500% Senior Notes due 2028), dated as of July 18, 2024, among Aircastle Limited, Aircastle (Ireland) Designated Activity Company and Computershare Trust Company, N.A., as trustee. *
4.13	Guarantee Supplemental Indenture (4.250% Senior Notes due 2026), dated as of July 18, 2024, among Aircastle Limited, Aircastle (Ireland) Designated Activity Company and Computershare Trust Company, N.A., as trustee. *
4.14	Guarantee Supplemental Indenture (5.250% Senior Notes due 2025), dated as of July 18, 2024, among Aircastle Limited, Aircastle (Ireland) Designated Activity Company and Computershare Trust Company, N.A., as trustee. *
4.15	Guarantee Supplemental Indenture (5.950% Senior Notes due 2029), dated as of July 18, 2024, among Aircastle Limited, Aircastle (Ireland) Designated Activity Company and Computershare Trust Company, N.A., as trustee. *
4.16	Guarantee Supplemental Indenture (2.850% Senior Notes due 2028), dated as of July 18, 2024, among Aircastle Limited, Aircastle (Ireland) Designated Activity Company and Computershare Trust Company, N.A., as trustee. *
10.1	Amendment No. 23 to Purchase Agreement COM0270-15, dated as of July 23, 2024 (Amendment No. 23), by and between Aircastle Holding Corporation and Embraer S.A. * ** ØØ

Exhibit No.	Description of Exhibit
31.1	Certification by the Chief Executive Officer pursuant to Section 302 of the Sarbanes Oxley Act of 2002. *
31.2	Certification by the Chief Financial Officer pursuant to Section 302 of the Sarbanes Oxley Act of 2002. *
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. *
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. *
101	The following materials from the Company's Quarterly Report on Form 10-Q for the quarter ended August 31, 2024, formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) Consolidated Balance Sheets as of August 31, 2024 and February 29, 2024; (ii) Consolidated Statements of Income (Loss) and Comprehensive Income (Loss) for the three and six months ended August 31, 2024 and 2023; (iii) Consolidated Statements of Cash Flows for the six months ended August 31, 2024 and 2023; (iv) Consolidated Statements of Changes in Shareholders' Equity for the three and six months ended August 31, 2024 and 2023; and (v) Notes to Unaudited
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.

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* Filed herewith.

** Certain attachments have been omitted pursuant to Item 601(a)(5) of Regulation S-K.

ØØ Portions of this exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K.

SIGNATURE

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

Dated: October 10, 2024

AIRCASTLE LIMITED
(Registrant)

By: /s/ Dane Silverman
Dane Silverman
Chief Accounting Officer and Authorized Officer

Exhibit 4.12

Execution Version

GUARANTEE SUPPLEMENTAL INDENTURE (this "Guarantee Supplemental Indenture"), dated as of July 18, 2024, among Aircastle Limited, a Bermuda exempted company (the "Company"), Aircastle (Ireland) Designated Activity Company (the "New Subsidiary Guarantor"), and COMPUTERSHARE TRUST COMPANY, N.A., a national banking association, as trustee (in such capacity, the "Trustee") under the indenture referred to below.

W I T N E S S E T H :

WHEREAS the Company and the Trustee entered into an Indenture, dated as of July 18, 2023 (the "Indenture"), providing for the issuance of the Company's 6.500% Senior Notes due 2028 (the "Notes");

WHEREAS in connection with the Company's and the New Subsidiary Guarantor's issuance of 5.750% Senior Notes due 2031 on the date hereof, the Company and the New Subsidiary Guarantor deem it advisable and in each of their best interests for the New Subsidiary Guarantor to guarantee the Notes;

WHEREAS, pursuant to Section 1020 of the Indenture, the Company may cause any Subsidiary to guarantee (each, a "Note Guarantee") all the Company's obligations under the Notes and the Indenture pursuant to a supplemental indenture on the terms and conditions set forth herein and in the Indenture; and

WHEREAS pursuant to Section 901(10) of the Indenture, the Trustee and the Company are authorized to execute and deliver this Guarantee Supplemental Indenture without the consent of the Holders;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Subsidiary Guarantor, the Company and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Defined Terms. As used in this Guarantee Supplemental Indenture, terms defined in the Indenture are used herein as therein defined, as applicable. The words "herein," "hereof" and "hereby" and other words of similar import used in this Guarantee Supplemental Indenture refer to this Guarantee Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision hereof.

ARTICLE II
NOTE GUARANTEE

Section 2.1. Guarantee. (a) Subject to this Article 2, the New Subsidiary Guarantor hereby unconditionally guarantees to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the

validity and enforceability of this Guarantee Supplemental Indenture, the Indenture, the Notes or the obligations of the Company hereunder or thereunder, that: (a) the principal of and interest on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and (b) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the New Subsidiary Guarantor will be obligated to pay the same immediately. The New Subsidiary Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

(b) The New Subsidiary Guarantor hereby agree that its obligations hereunder will be unconditional, irrespective of the validity, regularity or enforceability of the Notes, the Indenture or this Guarantee Supplemental Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of the New Subsidiary Guarantor. The New Subsidiary Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever and covenants that the Note Guarantee will not be discharged except by complete performance of the obligations contained in the Notes, the Indenture and this Guarantee Supplemental Indenture.

(c) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the New Subsidiary Guarantor or any custodian, Trustee, liquidator or other similar official acting in relation to either the Company or the New Subsidiary Guarantor, any amount paid by either to the Trustee or such Holder, the Note Guarantee, to the extent theretofore discharged, will be reinstated in full force and effect.

(d) The New Subsidiary Guarantor agrees that it will not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby. The New Subsidiary Guarantor further agrees that, as between the New Subsidiary Guarantor, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 5 of the Indenture for the purposes of the Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 5 of the Indenture, such obligations (whether or not due and payable) will forthwith become due and payable by the New Subsidiary Guarantor for the purpose of the Note Guarantee. The New Subsidiary Guarantor will have the right to seek contribution from any future non-paying Guarantor, if any, so long as the exercise of such right does not impair the rights of the Holders under the Note Guarantee.

Section 2.2. Limitation on Guarantor Liability. The Note Guarantee by the New Subsidiary Guarantor will be limited to an amount not to exceed the maximum amount that can be guaranteed by the New Subsidiary Guarantor without rendering the Note Guarantee voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally.

Section 2.3. The New Subsidiary Guarantor May Consolidate, etc. Only on Certain Terms. The New Subsidiary Guarantor may not consolidate, amalgamate or merge with or into or wind up into (whether or not New Subsidiary Guarantor is the surviving Person, another Person other than the Company or another future Guarantor, if any), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions, to any Person unless:

(a) immediately after giving effect to such transaction, no Default or Event of Default exists; and

(b) either:

(1) the Person acquiring the assets in any such sale or disposition or the Person formed by or surviving any such consolidation, amalgamation or merger (the "Successor Entity"), if other than the New Subsidiary Guarantor or the Company, assumes all the obligations of the New Subsidiary Guarantor under this Guarantee Supplemental Indenture and the Note Guarantee pursuant to a supplemental indenture; or

(2) such sale or other disposition does not violate the applicable provisions of the Indenture.

In case of any such consolidation, amalgamation, merger, sale or conveyance and upon the assumption by the Successor Entity, by a supplemental indenture, of the Note Guarantee and the due and punctual performance of all of the covenants and conditions of the Indenture and this Guarantee Supplemental Indenture to be performed by the New Subsidiary Guarantor, such Successor Guarantor will succeed to and be substituted for the New Subsidiary Guarantor with the same effect as if it had been named herein as the New Subsidiary Guarantor.

Except as set forth in Section 108 of the Indenture, and notwithstanding clauses (a) and (b) above, nothing contained in this Guarantee Supplemental Indenture, the Indenture or in any of the Notes will prevent any consolidation or merger of the New Subsidiary Guarantor with or into the Company or another future Guarantor, or will prevent any sale or conveyance of the property of the New Subsidiary Guarantor as an entirety or substantially as an entirety to the Company or another future Guarantor. Upon any such consolidation or merger of the New Subsidiary Guarantor with or into another future Guarantor or with or into the Company, the Note Guarantee of the New Subsidiary Guarantor that does not survive will no longer be of any force or effect.

Section 2.4. Note Guarantee Releases. In the event of a sale or other transfer or disposition of all of the Capital Stock in the New Subsidiary Guarantor to any Person that is not an Affiliate of the Company in compliance with the terms of the Indenture and this Guarantee Supplemental Indenture, or in the event all or substantially all the assets or Capital Stock of the

New Subsidiary Guarantor are sold or otherwise transferred, by way of merger, amalgamation, consolidation or otherwise, to a Person that is not an Affiliate of the Company in compliance with the terms of the Indenture or this Guarantee Supplemental Indenture, then, without any further action on the part of the Trustee or any Holder, the New Subsidiary Guarantor (or the Person concurrently acquiring such assets of the New Subsidiary Guarantor) shall be deemed automatically and unconditionally cancelled, released and discharged of any obligations under the Note Guarantee, as evidenced by a supplemental indenture, written instrument or confirmation executed by the Trustee, upon request; *provided*, *however* that if evidence of such cancellation, discharge or release is requested to be executed by the Trustee, an Officers' Certificate and an Opinion of Counsel complying with Section 102 of the Indenture. In addition, upon the release or discharge of any co-issuance or guarantee which resulted in the creation of a Note Guarantee (except a discharge or release by or as a result of payment under such guarantee), the New Subsidiary Guarantor shall be deemed automatically and unconditionally cancelled, released and discharged of any obligations under the Note Guarantee, as evidenced by a supplemental indenture, written instrument or confirmation executed by the Trustee, upon request.

ARTICLE III
MISCELLANEOUS

Section 3.1. Ratification of Indenture; Guarantee Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Guarantee Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder heretofore or hereafter authenticated and delivered shall be bound hereby.

Section 3.2. Governing Law. THIS GUARANTEE SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 3.3. Waiver of Jury Trial. EACH OF THE COMPANY, THE NEW SUBSIDIARY GUARANTOR AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTEE SUPPLEMENTAL INDENTURE, THE INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 3.4. The Trustee. The Trustee makes no representations as to the validity or sufficiency of this Guarantee Supplemental Indenture, except that the Trustee represents that it is duly authorized to execute and deliver this Guarantee Supplemental Indenture and perform its obligations hereunder. In acting hereunder, the Trustee shall be entitled to all of the rights, privileges, protections, benefits, indemnities and immunities of the Trustee under the Indenture.

Section 3.5. Counterparts. This Guarantee Supplemental Indenture may be executed in any number of counterparts, each of which shall be original; but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Guarantee Supplemental Indenture and of signature pages by facsimile or other electronic

transmission (i.e., a "pdf" or "tif") (including any electronic signature complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law) shall constitute effective execution and delivery of this Guarantee Supplemental Indenture as to the parties hereto and may be used in lieu of the original Guarantee Supplemental Indenture and signature pages for all purposes. This Guarantee Supplemental Indenture shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code/UCC (collectively, "Signature Law"); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Guarantee Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.

Section 3.6. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Guarantee Supplemental Indenture to be duly executed as of the date first above written.

AIRCASTLE LIMITED

By /s/ Michael J. Inglese
Name: Michael J. Inglese
Title: Chief Executive Officer

AIRCASTLE (IRELAND) DESIGNATED ACTIVITY COMPANY

By /s/ Sarah Clarkin
Name: Sarah Clarkin
Title: Director

COMPUTERSHARE TRUST COMPANY, N.A., as Trustee

By /s/ Corey J. Dahlstrand
Name: Corey J. Dahlstrand
Title: Vice President

Exhibit 4.13

Execution Version

GUARANTEE SUPPLEMENTAL INDENTURE (this "Guarantee Supplemental Indenture"), dated as of July 18, 2024, among Aircastle Limited, a Bermuda exempted company (the "Company"), Aircastle (Ireland) Designated Activity Company (the "New Subsidiary Guarantor"), and COMPUTERSHARE TRUST COMPANY, N.A., a national banking association, as successor trustee to Wells Fargo Bank, National Association (in such capacity, the "Trustee") under the indenture referred to below.

W I T N E S S E T H :

WHEREAS the Company and the Trustee entered into an Indenture, dated as of December 5, 2013 (the "Base Indenture"), as supplemented by the Seventh Supplemental Indenture, dated as of June 13, 2019 (the "Seventh Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), providing for the issuance of the Company's 4.250% Senior Notes due 2026 (the "Notes");

WHEREAS in connection with the Company's and the New Subsidiary Guarantor's issuance of 5.750% Senior Notes due 2031 on the date hereof, the Company and the New Subsidiary Guarantor deem it advisable and in each of their best interests for the New Subsidiary Guarantor to guarantee the Notes;

WHEREAS, pursuant to Section 1020 of the Seventh Supplemental Indenture, the Company may cause any Subsidiary to guarantee (each, a "Note Guarantee") all the Company's obligations under the Notes and the Indenture pursuant to a supplemental indenture on the terms and conditions set forth herein and in the Indenture; and

WHEREAS pursuant to Section 901(10) of the Seventh Supplemental Indenture, the Trustee and the Company are authorized to execute and deliver this Guarantee Supplemental Indenture without the consent of the Holders;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Subsidiary Guarantor, the Company and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Defined Terms. As used in this Guarantee Supplemental Indenture, terms defined in the Indenture are used herein as therein defined, as applicable. The words "herein," "hereof" and "hereby" and other words of similar import used in this Guarantee Supplemental Indenture refer to this Guarantee Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision hereof.

ARTICLE II
NOTE GUARANTEE

Section 2.1. Guarantee. (a) Subject to this Article 2, the New Subsidiary Guarantor hereby unconditionally guarantees to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of this Guarantee Supplemental Indenture, the Indenture, the Notes or the obligations of the Company hereunder or thereunder, that: (a) the principal of and interest on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and (b) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the New Subsidiary Guarantor will be obligated to pay the same immediately. The New Subsidiary Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

(b) The New Subsidiary Guarantor hereby agree that its obligations hereunder will be unconditional, irrespective of the validity, regularity or enforceability of the Notes, the Indenture or this Guarantee Supplemental Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of the New Subsidiary Guarantor. The New Subsidiary Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever and covenants that the Note Guarantee will not be discharged except by complete performance of the obligations contained in the Notes, the Indenture and this Guarantee Supplemental Indenture.

(c) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the New Subsidiary Guarantor or any custodian, Trustee, liquidator or other similar official acting in relation to either the Company or the New Subsidiary Guarantor, any amount paid by either to the Trustee or such Holder, the Note Guarantee, to the extent theretofore discharged, will be reinstated in full force and effect.

(d) The New Subsidiary Guarantor agrees that it will not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby. The New Subsidiary Guarantor further agrees that, as between the New Subsidiary Guarantor, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 5 of the Indenture for the purposes of the Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of

such obligations as provided in Article 5 of the Indenture, such obligations (whether or not due and payable) will forthwith become due and payable by the New Subsidiary Guarantor for the purpose of the Note Guarantee. The New Subsidiary Guarantor will have the right to seek contribution from any future non-paying Guarantor, if any, so long as the exercise of such right does not impair the rights of the Holders under the Note Guarantee.

Section 2.2. Limitation on Guarantor Liability. The Note Guarantee by the New Subsidiary Guarantor will be limited to an amount not to exceed the maximum amount that can be guaranteed by the New Subsidiary Guarantor without rendering the Note Guarantee voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally.

Section 2.3. The New Subsidiary Guarantor May Consolidate, etc. Only on Certain Terms. The New Subsidiary Guarantor may not consolidate, amalgamate or merge with or into or wind up into (whether or not New Subsidiary Guarantor is the surviving Person, another Person other than the Company or another future Guarantor, if any), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions, to any Person unless:

(a) immediately after giving effect to such transaction, no Default or Event of Default exists; and

(b) either:

(1) the Person acquiring the assets in any such sale or disposition or the Person formed by or surviving any such consolidation, amalgamation or merger (the "Successor Entity"), if other than the New Subsidiary Guarantor or the Company, assumes all the obligations of the New Subsidiary Guarantor under this Guarantee Supplemental Indenture and the Note Guarantee pursuant to a supplemental indenture; or

(2) such sale or other disposition does not violate the applicable provisions of the Indenture.

In case of any such consolidation, amalgamation, merger, sale or conveyance and upon the assumption by the Successor Entity, by a supplemental indenture, of the Note Guarantee and the due and punctual performance of all of the covenants and conditions of the Indenture and this Guarantee Supplemental Indenture to be performed by the New Subsidiary Guarantor, such Successor Guarantor will succeed to and be substituted for the New Subsidiary Guarantor with the same effect as if it had been named herein as the New Subsidiary Guarantor.

Except as set forth in Section 1307 of the Indenture, and notwithstanding clauses (a) and (b) above, nothing contained in this Guarantee Supplemental Indenture, the Indenture or in any of the Notes will prevent any consolidation or merger of the New Subsidiary Guarantor with or into the Company or another future Guarantor, or will prevent any sale or conveyance of the property of the New Subsidiary Guarantor as an entirety or substantially as an entirety to the Company or another future Guarantor. Upon any such consolidation or merger of the New Subsidiary Guarantor with or into another future Guarantor or with or into the Company, the

Note Guarantee of the New Subsidiary Guarantor that does not survive will no longer be of any force or effect.

Section 2.4. Note Guarantee Releases. In the event of a sale or other transfer or disposition of all of the Capital Stock in the New Subsidiary Guarantor to any Person that is not an Affiliate of the Company in compliance with the terms of the Indenture and this Guarantee Supplemental Indenture, or in the event all or substantially all the assets or Capital Stock of the New Subsidiary Guarantor are sold or otherwise transferred, by way of merger, amalgamation, consolidation or otherwise, to a Person that is not an Affiliate of the Company in compliance with the terms of the Indenture or this Guarantee Supplemental Indenture, then, without any further action on the part of the Trustee or any Holder, the New Subsidiary Guarantor (or the Person concurrently acquiring such assets of the New Subsidiary Guarantor) shall be deemed automatically and unconditionally cancelled, released and discharged of any obligations under the Note Guarantee, as evidenced by a supplemental indenture, written instrument or confirmation executed by the Trustee, upon request; *provided*, *however* that if evidence of such cancellation, discharge or release is requested to be executed by the Trustee, an Officers' Certificate and an Opinion of Counsel complying with Section 1301 of the Seventh Supplemental Indenture. In addition, upon the release or discharge of any co-issuance or guarantee which resulted in the creation of a Note Guarantee (except a discharge or release by or as a result of payment under such guarantee), the New Subsidiary Guarantor shall be deemed automatically and unconditionally cancelled, released and discharged of any obligations under the Note Guarantee, as evidenced by a supplemental indenture, written instrument or confirmation executed by the Trustee, upon request.

ARTICLE III
MISCELLANEOUS

Section 3.1. Ratification of Indenture; Guarantee Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Guarantee Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder heretofore or hereafter authenticated and delivered shall be bound hereby.

Section 3.2. Governing Law. THIS GUARANTEE SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 3.3. Waiver of Jury Trial. EACH OF THE COMPANY, THE NEW SUBSIDIARY GUARANTOR AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTEE SUPPLEMENTAL INDENTURE, THE INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 3.4. The Trustee. The Trustee makes no representations as to the validity or sufficiency of this Guarantee Supplemental Indenture, except that the Trustee represents that it is duly authorized to execute and deliver this Guarantee Supplemental Indenture and perform its

obligations hereunder. In acting hereunder, the Trustee shall be entitled to all of the rights, privileges, protections, benefits, indemnities and immunities of the Trustee under the Indenture.

Section 3.5. Counterparts. This Guarantee Supplemental Indenture may be executed in any number of counterparts, each of which shall be original; but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Guarantee Supplemental Indenture and of signature pages by facsimile or other electronic transmission (i.e., a "pdf" or "tif") (including any electronic signature complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law) shall constitute effective execution and delivery of this Guarantee Supplemental Indenture as to the parties hereto and may be used in lieu of the original Guarantee Supplemental Indenture and signature pages for all purposes. This Guarantee Supplemental Indenture shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code/UCC (collectively, "Signature Law"); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Guarantee Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.

Section 3.6. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Guarantee Supplemental Indenture to be duly executed as of the date first above written.

AIRCASTLE LIMITED

By /s/ Michael J. Inglese
Name: Michael J. Inglese
Title: Chief Executive Officer

AIRCASTLE (IRELAND) DESIGNATED ACTIVITY COMPANY

By /s/ Sarah Clarkin
Name: Sarah Clarkin
Title: Director

COMPUTERSHARE TRUST COMPANY, N.A., as Trustee

By /s/ Corey J. Dahlstrand
Name: Corey J. Dahlstrand
Title: Vice President

Exhibit 4.14

Execution Version

GUARANTEE SUPPLEMENTAL INDENTURE (this "Guarantee Supplemental Indenture"), dated as of July 18, 2024, among Aircastle Limited, a Bermuda exempted company (the "Company"), Aircastle (Ireland) Designated Activity Company (the "New Subsidiary Guarantor"), and COMPUTERSHARE TRUST COMPANY, N.A., a national banking association, as successor trustee to Wells Fargo Bank, National Association (in such capacity, the "Trustee") under the indenture referred to below.

W I T N E S S E T H :

WHEREAS the Company and the Trustee entered into an Indenture, dated as of August 11, 2020 (the "Indenture"), providing for the issuance of the Company's 5.250% Senior Notes due 2025 (the "Notes");

WHEREAS in connection with the Company's and the New Subsidiary Guarantor's issuance of 5.750% Senior Notes due 2031 on the date hereof, the Company and the New Subsidiary Guarantor deem it advisable and in each of their best interests for the New Subsidiary Guarantor to guarantee the Notes;

WHEREAS, pursuant to Section 1020 of the Indenture, the Company may cause any Subsidiary to guarantee (each, a "Note Guarantee") all the Company's obligations under the Notes and the Indenture pursuant to a supplemental indenture on the terms and conditions set forth herein and in the Indenture; and

WHEREAS pursuant to Section 901(10) of the Indenture, the Trustee and the Company are authorized to execute and deliver this Guarantee Supplemental Indenture without the consent of the Holders;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Subsidiary Guarantor, the Company and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Defined Terms. As used in this Guarantee Supplemental Indenture, terms defined in the Indenture are used herein as therein defined, as applicable. The words "herein," "hereof" and "hereby" and other words of similar import used in this Guarantee Supplemental Indenture refer to this Guarantee Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision hereof.

ARTICLE II
NOTE GUARANTEE

Section 2.1. Guarantee. (a) Subject to this Article 2, the New Subsidiary Guarantor hereby unconditionally guarantees to each Holder of a Note authenticated and

delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of this Guarantee Supplemental Indenture, the Indenture, the Notes or the obligations of the Company hereunder or thereunder, that: (a) the principal of and interest on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and (b) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the New Subsidiary Guarantor will be obligated to pay the same immediately. The New Subsidiary Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

(b) The New Subsidiary Guarantor hereby agree that its obligations hereunder will be unconditional, irrespective of the validity, regularity or enforceability of the Notes, the Indenture or this Guarantee Supplemental Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of the New Subsidiary Guarantor. The New Subsidiary Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever and covenants that the Note Guarantee will not be discharged except by complete performance of the obligations contained in the Notes, the Indenture and this Guarantee Supplemental Indenture.

(c) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the New Subsidiary Guarantor or any custodian, Trustee, liquidator or other similar official acting in relation to either the Company or the New Subsidiary Guarantor, any amount paid by either to the Trustee or such Holder, the Note Guarantee, to the extent theretofore discharged, will be reinstated in full force and effect.

(d) The New Subsidiary Guarantor agrees that it will not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby. The New Subsidiary Guarantor further agrees that, as between the New Subsidiary Guarantor, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 5 of the Indenture for the purposes of the Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 5 of the Indenture, such obligations (whether or not due and payable) will forthwith become due and payable by the New Subsidiary Guarantor for the purpose of the Note Guarantee. The New Subsidiary Guarantor will have the right to seek contribution from any future non-paying Guarantor, if any, so long as the exercise of such right does not impair the rights of the Holders under the Note Guarantee.

Section 2.2. Limitation on Guarantor Liability. The Note Guarantee by the New Subsidiary Guarantor will be limited to an amount not to exceed the maximum amount that can be guaranteed by the New Subsidiary Guarantor without rendering the Note Guarantee voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally.

Section 2.3. The New Subsidiary Guarantor May Consolidate, etc. Only on Certain Terms. The New Subsidiary Guarantor may not consolidate, amalgamate or merge with or into or wind up into (whether or not New Subsidiary Guarantor is the surviving Person, another Person other than the Company or another future Guarantor, if any), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions, to any Person unless:

(a) immediately after giving effect to such transaction, no Default or Event of Default exists; and

(b) either:

(1) the Person acquiring the assets in any such sale or disposition or the Person formed by or surviving any such consolidation, amalgamation or merger (the "Successor Entity"), if other than the New Subsidiary Guarantor or the Company, assumes all the obligations of the New Subsidiary Guarantor under this Guarantee Supplemental Indenture and the Note Guarantee pursuant to a supplemental indenture; or

(2) such sale or other disposition does not violate the applicable provisions of the Indenture.

In case of any such consolidation, amalgamation, merger, sale or conveyance and upon the assumption by the Successor Entity, by a supplemental indenture, of the Note Guarantee and the due and punctual performance of all of the covenants and conditions of the Indenture and this Guarantee Supplemental Indenture to be performed by the New Subsidiary Guarantor, such Successor Guarantor will succeed to and be substituted for the New Subsidiary Guarantor with the same effect as if it had been named herein as the New Subsidiary Guarantor.

Except as set forth in Section 108 of the Indenture, and notwithstanding clauses (a) and (b) above, nothing contained in this Guarantee Supplemental Indenture, the Indenture or in any of the Notes will prevent any consolidation or merger of the New Subsidiary Guarantor with or into the Company or another future Guarantor, or will prevent any sale or conveyance of the property of the New Subsidiary Guarantor as an entirety or substantially as an entirety to the Company or another future Guarantor. Upon any such consolidation or merger of the New Subsidiary Guarantor with or into another future Guarantor or with or into the Company, the Note Guarantee of the New Subsidiary Guarantor that does not survive will no longer be of any force or effect.

Section 2.4. Note Guarantee Releases. In the event of a sale or other transfer or disposition of all of the Capital Stock in the New Subsidiary Guarantor to any Person that is not an Affiliate of the Company in compliance with the terms of the Indenture and this Guarantee Supplemental Indenture, or in the event all or substantially all the assets or Capital Stock of the

New Subsidiary Guarantor are sold or otherwise transferred, by way of merger, amalgamation, consolidation or otherwise, to a Person that is not an Affiliate of the Company in compliance with the terms of the Indenture or this Guarantee Supplemental Indenture, then, without any further action on the part of the Trustee or any Holder, the New Subsidiary Guarantor (or the Person concurrently acquiring such assets of the New Subsidiary Guarantor) shall be deemed automatically and unconditionally cancelled, released and discharged of any obligations under the Note Guarantee, as evidenced by a supplemental indenture, written instrument or confirmation executed by the Trustee, upon request; *provided*, *however* that if evidence of such cancellation, discharge or release is requested to be executed by the Trustee, an Officers' Certificate and an Opinion of Counsel complying with Section 102 of the Indenture. In addition, upon the release or discharge of any co-issuance or guarantee which resulted in the creation of a Note Guarantee (except a discharge or release by or as a result of payment under such guarantee), the New Subsidiary Guarantor shall be deemed automatically and unconditionally cancelled, released and discharged of any obligations under the Note Guarantee, as evidenced by a supplemental indenture, written instrument or confirmation executed by the Trustee, upon request.

ARTICLE III
MISCELLANEOUS

Section 3.1. Ratification of Indenture; Guarantee Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Guarantee Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder heretofore or hereafter authenticated and delivered shall be bound hereby.

Section 3.2. Governing Law. THIS GUARANTEE SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 3.3. Waiver of Jury Trial. EACH OF THE COMPANY, THE NEW SUBSIDIARY GUARANTOR AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTEE SUPPLEMENTAL INDENTURE, THE INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 3.4. The Trustee. The Trustee makes no representations as to the validity or sufficiency of this Guarantee Supplemental Indenture, except that the Trustee represents that it is duly authorized to execute and deliver this Guarantee Supplemental Indenture and perform its obligations hereunder. In acting hereunder, the Trustee shall be entitled to all of the rights, privileges, protections, benefits, indemnities and immunities of the Trustee under the Indenture.

Section 3.5. Counterparts. This Guarantee Supplemental Indenture may be executed in any number of counterparts, each of which shall be original; but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Guarantee Supplemental Indenture and of signature pages by facsimile or other electronic transmission (i.e.,

a "pdf" or "tif") (including any electronic signature complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law) shall constitute effective execution and delivery of this Guarantee Supplemental Indenture as to the parties hereto and may be used in lieu of the original Guarantee Supplemental Indenture and signature pages for all purposes. This Guarantee Supplemental Indenture shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code/UCC (collectively, "Signature Law"); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Guarantee Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.

Section 3.6. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Guarantee Supplemental Indenture to be duly executed as of the date first above written.

AIRCASTLE LIMITED

By /s/ Michael J. Inglese
Name: Michael J. Inglese
Title: Chief Executive Officer

AIRCASTLE (IRELAND) DESIGNATED ACTIVITY COMPANY

By /s/ Sarah Clarkin
Name: Sarah Clarkin
Title: Director

COMPUTERSHARE TRUST COMPANY, N.A., as Trustee

By /s/ Corey J. Dahlstrand
Name: Corey J. Dahlstrand
Title: Vice President

Exhibit 4.15

Execution Version

GUARANTEE SUPPLEMENTAL INDENTURE (this "Guarantee Supplemental Indenture"), dated as of July 18, 2024, among Aircastle Limited, a Bermuda exempted company (the "Company"), Aircastle (Ireland) Designated Activity Company (the "New Subsidiary Guarantor"), and COMPUTERSHARE TRUST COMPANY, N.A., a national banking association, as trustee (in such capacity, the "Trustee") under the indenture referred to below.

W I T N E S S E T H :

WHEREAS the Company and the Trustee entered into an Indenture, dated as of January 22, 2024 (the "Indenture"), providing for the issuance of the Company's 5.950% Senior Notes due 2029 (the "Notes");

WHEREAS in connection with the Company's and the New Subsidiary Guarantor's issuance of 5.750% Senior Notes due 2031 on the date hereof, the Company and the New Subsidiary Guarantor deem it advisable and in each of their best interests for the New Subsidiary Guarantor to guarantee the Notes;

WHEREAS, pursuant to Section 1020 of the Indenture, the Company may cause any Subsidiary to guarantee (each, a "Note Guarantee") all the Company's obligations under the Notes and the Indenture pursuant to a supplemental indenture on the terms and conditions set forth herein and in the Indenture; and

WHEREAS pursuant to Section 901(10) of the Indenture, the Trustee and the Company are authorized to execute and deliver this Guarantee Supplemental Indenture without the consent of the Holders;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Subsidiary Guarantor, the Company and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Defined Terms. As used in this Guarantee Supplemental Indenture, terms defined in the Indenture are used herein as therein defined, as applicable. The words "herein," "hereof" and "hereby" and other words of similar import used in this Guarantee Supplemental Indenture refer to this Guarantee Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision hereof.

ARTICLE II
NOTE GUARANTEE

Section 2.1. Guarantee. (a) Subject to this Article 2, the New Subsidiary Guarantor hereby unconditionally guarantees to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the

validity and enforceability of this Guarantee Supplemental Indenture, the Indenture, the Notes or the obligations of the Company hereunder or thereunder, that: (a) the principal of and interest on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and (b) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the New Subsidiary Guarantor will be obligated to pay the same immediately. The New Subsidiary Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

(b) The New Subsidiary Guarantor hereby agree that its obligations hereunder will be unconditional, irrespective of the validity, regularity or enforceability of the Notes, the Indenture or this Guarantee Supplemental Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of the New Subsidiary Guarantor. The New Subsidiary Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever and covenants that the Note Guarantee will not be discharged except by complete performance of the obligations contained in the Notes, the Indenture and this Guarantee Supplemental Indenture.

(c) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the New Subsidiary Guarantor or any custodian, Trustee, liquidator or other similar official acting in relation to either the Company or the New Subsidiary Guarantor, any amount paid by either to the Trustee or such Holder, the Note Guarantee, to the extent theretofore discharged, will be reinstated in full force and effect.

(d) The New Subsidiary Guarantor agrees that it will not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby. The New Subsidiary Guarantor further agrees that, as between the New Subsidiary Guarantor, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 5 of the Indenture for the purposes of the Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 5 of the Indenture, such obligations (whether or not due and payable) will forthwith become due and payable by the New Subsidiary Guarantor for the purpose of the Note Guarantee. The New Subsidiary Guarantor will have the right to seek contribution from any future non-paying Guarantor, if any, so long as the exercise of such right does not impair the rights of the Holders under the Note Guarantee.

Section 2.2. Limitation on Guarantor Liability. The Note Guarantee by the New Subsidiary Guarantor will be limited to an amount not to exceed the maximum amount that can be guaranteed by the New Subsidiary Guarantor without rendering the Note Guarantee voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally.

Section 2.3. The New Subsidiary Guarantor May Consolidate, etc. Only on Certain Terms. The New Subsidiary Guarantor may not consolidate, amalgamate or merge with or into or wind up into (whether or not New Subsidiary Guarantor is the surviving Person, another Person other than the Company or another future Guarantor, if any), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions, to any Person unless:

(a) immediately after giving effect to such transaction, no Default or Event of Default exists; and

(b) either:

(1) the Person acquiring the assets in any such sale or disposition or the Person formed by or surviving any such consolidation, amalgamation or merger (the "Successor Entity"), if other than the New Subsidiary Guarantor or the Company, assumes all the obligations of the New Subsidiary Guarantor under this Guarantee Supplemental Indenture and the Note Guarantee pursuant to a supplemental indenture; or

(2) such sale or other disposition does not violate the applicable provisions of the Indenture.

In case of any such consolidation, amalgamation, merger, sale or conveyance and upon the assumption by the Successor Entity, by a supplemental indenture, of the Note Guarantee and the due and punctual performance of all of the covenants and conditions of the Indenture and this Guarantee Supplemental Indenture to be performed by the New Subsidiary Guarantor, such Successor Guarantor will succeed to and be substituted for the New Subsidiary Guarantor with the same effect as if it had been named herein as the New Subsidiary Guarantor.

Except as set forth in Section 108 of the Indenture, and notwithstanding clauses (a) and (b) above, nothing contained in this Guarantee Supplemental Indenture, the Indenture or in any of the Notes will prevent any consolidation or merger of the New Subsidiary Guarantor with or into the Company or another future Guarantor, or will prevent any sale or conveyance of the property of the New Subsidiary Guarantor as an entirety or substantially as an entirety to the Company or another future Guarantor. Upon any such consolidation or merger of the New Subsidiary Guarantor with or into another future Guarantor or with or into the Company, the Note Guarantee of the New Subsidiary Guarantor that does not survive will no longer be of any force or effect.

Section 2.4. Note Guarantee Releases. In the event of a sale or other transfer or disposition of all of the Capital Stock in the New Subsidiary Guarantor to any Person that is not an Affiliate of the Company in compliance with the terms of the Indenture and this Guarantee Supplemental Indenture, or in the event all or substantially all the assets or Capital Stock of the

New Subsidiary Guarantor are sold or otherwise transferred, by way of merger, amalgamation, consolidation or otherwise, to a Person that is not an Affiliate of the Company in compliance with the terms of the Indenture or this Guarantee Supplemental Indenture, then, without any further action on the part of the Trustee or any Holder, the New Subsidiary Guarantor (or the Person concurrently acquiring such assets of the New Subsidiary Guarantor) shall be deemed automatically and unconditionally cancelled, released and discharged of any obligations under the Note Guarantee, as evidenced by a supplemental indenture, written instrument or confirmation executed by the Trustee, upon request; *provided*, *however* that if evidence of such cancellation, discharge or release is requested to be executed by the Trustee, an Officers' Certificate and an Opinion of Counsel complying with Section 102 of the Indenture. In addition, upon the release or discharge of any co-issuance or guarantee which resulted in the creation of a Note Guarantee (except a discharge or release by or as a result of payment under such guarantee), the New Subsidiary Guarantor shall be deemed automatically and unconditionally cancelled, released and discharged of any obligations under the Note Guarantee, as evidenced by a supplemental indenture, written instrument or confirmation executed by the Trustee, upon request.

ARTICLE III
MISCELLANEOUS

Section 3.1. Ratification of Indenture; Guarantee Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Guarantee Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder heretofore or hereafter authenticated and delivered shall be bound hereby.

Section 3.2. Governing Law. THIS GUARANTEE SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 3.3. Waiver of Jury Trial. EACH OF THE COMPANY, THE NEW SUBSIDIARY GUARANTOR AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTEE SUPPLEMENTAL INDENTURE, THE INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 3.4. The Trustee. The Trustee makes no representations as to the validity or sufficiency of this Guarantee Supplemental Indenture, except that the Trustee represents that it is duly authorized to execute and deliver this Guarantee Supplemental Indenture and perform its obligations hereunder. In acting hereunder, the Trustee shall be entitled to all of the rights, privileges, protections, benefits, indemnities and immunities of the Trustee under the Indenture.

Section 3.5. Counterparts. This Guarantee Supplemental Indenture may be executed in any number of counterparts, each of which shall be original; but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Guarantee Supplemental Indenture and of signature pages by facsimile or other electronic

transmission (i.e., a "pdf" or "tif") (including any electronic signature complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law) shall constitute effective execution and delivery of this Guarantee Supplemental Indenture as to the parties hereto and may be used in lieu of the original Guarantee Supplemental Indenture and signature pages for all purposes. This Guarantee Supplemental Indenture shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code/UCC (collectively, "Signature Law"); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Guarantee Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.

Section 3.6. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Guarantee Supplemental Indenture to be duly executed as of the date first above written.

AIRCASTLE LIMITED

By /s/ Michael J. Inglese
Name: Michael J. Inglese
Title: Chief Executive Officer

AIRCASTLE (IRELAND) DESIGNATED ACTIVITY COMPANY

By /s/ Sarah Clarkin
Name: Sarah Clarkin
Title: Director

COMPUTERSHARE TRUST COMPANY, N.A., as Trustee

By /s/ Corey J. Dahlstrand
Name: Corey J. Dahlstrand
Title: Vice President

Exhibit 4.16

Execution Version

GUARANTEE SUPPLEMENTAL INDENTURE (this "Guarantee Supplemental Indenture"), dated as of July 18, 2024, among Aircastle Limited, a Bermuda exempted company (the "Company"), Aircastle (Ireland) Designated Activity Company (the "New Subsidiary Guarantor"), and COMPUTERSHARE TRUST COMPANY, N.A., a national banking association, as successor trustee to Wells Fargo Bank, National Association (in such capacity, the "Trustee") under the indenture referred to below.

W I T N E S S E T H :

WHEREAS the Company and the Trustee entered into an Indenture, dated as of January 26, 2021 (the "Indenture"), providing for the issuance of the Company's 2.850% Senior Notes due 2028 (the "Notes");

WHEREAS in connection with the Company's and the New Subsidiary Guarantor's issuance of 5.750% Senior Notes due 2031 on the date hereof, the Company and the New Subsidiary Guarantor deem it advisable and in each of their best interests for the New Subsidiary Guarantor to guarantee the Notes;

WHEREAS, pursuant to Section 1020 of the Indenture, the Company may cause any Subsidiary to guarantee (each, a "Note Guarantee") all the Company's obligations under the Notes and the Indenture pursuant to a supplemental indenture on the terms and conditions set forth herein and in the Indenture; and

WHEREAS pursuant to Section 901(10) of the Indenture, the Trustee and the Company are authorized to execute and deliver this Guarantee Supplemental Indenture without the consent of the Holders;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Subsidiary Guarantor, the Company and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Defined Terms. As used in this Guarantee Supplemental Indenture, terms defined in the Indenture are used herein as therein defined, as applicable. The words "herein," "hereof" and "hereby" and other words of similar import used in this Guarantee Supplemental Indenture refer to this Guarantee Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision hereof.

ARTICLE II
NOTE GUARANTEE

Section 2.1. Guarantee. (a) Subject to this Article 2, the New Subsidiary Guarantor hereby unconditionally guarantees to each Holder of a Note authenticated and

delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of this Guarantee Supplemental Indenture, the Indenture, the Notes or the obligations of the Company hereunder or thereunder, that: (a) the principal of and interest on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and (b) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the New Subsidiary Guarantor will be obligated to pay the same immediately. The New Subsidiary Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

(b) The New Subsidiary Guarantor hereby agree that its obligations hereunder will be unconditional, irrespective of the validity, regularity or enforceability of the Notes, the Indenture or this Guarantee Supplemental Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of the New Subsidiary Guarantor. The New Subsidiary Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever and covenants that the Note Guarantee will not be discharged except by complete performance of the obligations contained in the Notes, the Indenture and this Guarantee Supplemental Indenture.

(c) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the New Subsidiary Guarantor or any custodian, Trustee, liquidator or other similar official acting in relation to either the Company or the New Subsidiary Guarantor, any amount paid by either to the Trustee or such Holder, the Note Guarantee, to the extent theretofore discharged, will be reinstated in full force and effect.

(d) The New Subsidiary Guarantor agrees that it will not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby. The New Subsidiary Guarantor further agrees that, as between the New Subsidiary Guarantor, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 5 of the Indenture for the purposes of the Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 5 of the Indenture, such obligations (whether or not due and payable) will forthwith become due and payable by the New Subsidiary Guarantor for the purpose of the Note Guarantee. The New Subsidiary Guarantor will have the right to seek contribution from any future non-paying Guarantor, if any, so long as the exercise of such right does not impair the rights of the Holders under the Note Guarantee.

Section 2.2. Limitation on Guarantor Liability. The Note Guarantee by the New Subsidiary Guarantor will be limited to an amount not to exceed the maximum amount that can be guaranteed by the New Subsidiary Guarantor without rendering the Note Guarantee voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally.

Section 2.3. The New Subsidiary Guarantor May Consolidate, etc. Only on Certain Terms. The New Subsidiary Guarantor may not consolidate, amalgamate or merge with or into or wind up into (whether or not New Subsidiary Guarantor is the surviving Person, another Person other than the Company or another future Guarantor, if any), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions, to any Person unless:

(a) immediately after giving effect to such transaction, no Default or Event of Default exists; and

(b) either:

(1) the Person acquiring the assets in any such sale or disposition or the Person formed by or surviving any such consolidation, amalgamation or merger (the "Successor Entity"), if other than the New Subsidiary Guarantor or the Company, assumes all the obligations of the New Subsidiary Guarantor under this Guarantee Supplemental Indenture and the Note Guarantee pursuant to a supplemental indenture; or

(2) such sale or other disposition does not violate the applicable provisions of the Indenture.

In case of any such consolidation, amalgamation, merger, sale or conveyance and upon the assumption by the Successor Entity, by a supplemental indenture, of the Note Guarantee and the due and punctual performance of all of the covenants and conditions of the Indenture and this Guarantee Supplemental Indenture to be performed by the New Subsidiary Guarantor, such Successor Guarantor will succeed to and be substituted for the New Subsidiary Guarantor with the same effect as if it had been named herein as the New Subsidiary Guarantor.

Except as set forth in Section 108 of the Indenture, and notwithstanding clauses (a) and (b) above, nothing contained in this Guarantee Supplemental Indenture, the Indenture or in any of the Notes will prevent any consolidation or merger of the New Subsidiary Guarantor with or into the Company or another future Guarantor, or will prevent any sale or conveyance of the property of the New Subsidiary Guarantor as an entirety or substantially as an entirety to the Company or another future Guarantor. Upon any such consolidation or merger of the New Subsidiary Guarantor with or into another future Guarantor or with or into the Company, the Note Guarantee of the New Subsidiary Guarantor that does not survive will no longer be of any force or effect.

Section 2.4. Note Guarantee Releases. In the event of a sale or other transfer or disposition of all of the Capital Stock in the New Subsidiary Guarantor to any Person that is not an Affiliate of the Company in compliance with the terms of the Indenture and this Guarantee Supplemental Indenture, or in the event all or substantially all the assets or Capital Stock of the

New Subsidiary Guarantor are sold or otherwise transferred, by way of merger, amalgamation, consolidation or otherwise, to a Person that is not an Affiliate of the Company in compliance with the terms of the Indenture or this Guarantee Supplemental Indenture, then, without any further action on the part of the Trustee or any Holder, the New Subsidiary Guarantor (or the Person concurrently acquiring such assets of the New Subsidiary Guarantor) shall be deemed automatically and unconditionally cancelled, released and discharged of any obligations under the Note Guarantee, as evidenced by a supplemental indenture, written instrument or confirmation executed by the Trustee, upon request; *provided*, *however* that if evidence of such cancellation, discharge or release is requested to be executed by the Trustee, an Officers' Certificate and an Opinion of Counsel complying with Section 102 of the Indenture. In addition, upon the release or discharge of any co-issuance or guarantee which resulted in the creation of a Note Guarantee (except a discharge or release by or as a result of payment under such guarantee), the New Subsidiary Guarantor shall be deemed automatically and unconditionally cancelled, released and discharged of any obligations under the Note Guarantee, as evidenced by a supplemental indenture, written instrument or confirmation executed by the Trustee, upon request.

ARTICLE III
MISCELLANEOUS

Section 3.1. Ratification of Indenture; Guarantee Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Guarantee Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder heretofore or hereafter authenticated and delivered shall be bound hereby.

Section 3.2. Governing Law. THIS GUARANTEE SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 3.3. Waiver of Jury Trial. EACH OF THE COMPANY, THE NEW SUBSIDIARY GUARANTOR AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTEE SUPPLEMENTAL INDENTURE, THE INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 3.4. The Trustee. The Trustee makes no representations as to the validity or sufficiency of this Guarantee Supplemental Indenture, except that the Trustee represents that it is duly authorized to execute and deliver this Guarantee Supplemental Indenture and perform its obligations hereunder. In acting hereunder, the Trustee shall be entitled to all of the rights, privileges, protections, benefits, indemnities and immunities of the Trustee under the Indenture.

Section 3.5. Counterparts. This Guarantee Supplemental Indenture may be executed in any number of counterparts, each of which shall be original; but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Guarantee Supplemental Indenture and of signature pages by facsimile or other electronic

transmission (i.e., a "pdf" or "tif") (including any electronic signature complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law) shall constitute effective execution and delivery of this Guarantee Supplemental Indenture as to the parties hereto and may be used in lieu of the original Guarantee Supplemental Indenture and signature pages for all purposes. This Guarantee Supplemental Indenture shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code/UCC (collectively, "Signature Law"); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Guarantee Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.

Section 3.6. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Guarantee Supplemental Indenture to be duly executed as of the date first above written.

AIRCASTLE LIMITED

By /s/ Michael J. Inglese
Name: Michael J. Inglese
Title: Chief Executive Officer

AIRCASTLE (IRELAND) DESIGNATED ACTIVITY COMPANY

By /s/ Sarah Clarkin
Name: Sarah Clarkin
Title: Director

COMPUTERSHARE TRUST COMPANY, N.A.,

By /s/ Corey J. Dahlstrand
Name: Corey J. Dahlstrand
Title: Vice President

Exhibit 10.1
Executed Version

Certain identified information marked with "[***]" has been omitted from this document because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

AMENDMENT No. 23 TO PURCHASE AGREEMENT COM0270-15

This Amendment No. 23 (COM0404-24), dated as of July 23, 2024 ("Amendment No. 23"), is between **EMBRAER S.A.** ("Embraer" or "Seller"), a corporation existing under the laws of Brazil, with its principal place of business at Avenida Brigadeiro Faria Lima, 2170, prédio F-100, Putim, in the city of São José dos Campos, State of São Paulo, Brazil, and **AIRCASTLE HOLDING CORPORATION LIMITED** ("Buyer"), a corporation existing under the laws of the Government of Bermuda with address at Clarendon House, 2 Church Street, Hamilton HM 11 Bermuda, collectively referred to herein as the "Parties", and constitutes an amendment and modification to Purchase Agreement COM0270-15, dated June 12th, 2015, as amended from time to time (the "Purchase Agreement").

All capitalized terms not otherwise defined herein shall have the same meaning when used herein as provided in the Purchase Agreement and in case of any conflict between this Amendment No. 23 and the Purchase Agreement, this Amendment No. 23 shall control.

[***]

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the Parties, Seller and Buyer hereby agree as follows:

1. [***].

2. [***].

3. REINSTATEMENT OF PURCHASE AGREEMENT

All other provisions and conditions of the Purchase Agreement, as well as its related Attachments, which are not specifically modified by this Amendment No. 23 shall remain in full force and effect without any change.

4. COUNTERPARTS

This Amendment No. 23 may be signed by the Parties hereto in any number of separate counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument and all of which when taken together shall constitute one and the same instrument.

This Amendment No. 23 may be signed by facsimile with originals duly signed to follow by an internationally recognized courier. The Parties hereto acknowledge and agree that this Agreement may be executed electronically through trusted digital signatures

systems, as the case may be, and that such digital signatures will be as legal and binding as manually executed, wet ink original signatures of the respective Parties.

[INTENTIONALLY LEFT BLANK –SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Buyer, by their duly authorized officers, have entered into and executed this Amendment No. 23 to be effective as of the date first written above.

EMBRAER S.A.

By /s/ Marcelo Santiago
Name: Marcelo Santiago
Title: Vice President Contracts & Asset Management

By /s/ Marc Thomas Ahlgrimm
Name: Marc Thomas Ahlgrimm
Title: Director, Contracts Administration

Place: São José dos Campos, SP, Brazil

AIRCASTLE HOLDING CORPORATION LIMITED

By /s/ Stephen Quinn
Name: Stephen Quinn
Title: Director

Place: Stamford, CT, USA

ATTACHMENT E
AIRCRAFT DELIVERY SCHEDULE

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Michael Inglese, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Aircastle Limited;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, 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;
    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 10, 2024

/s/ Michael Inglese
Michael Inglese
Chief Executive Officer

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Roy Chandran, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Aircastle Limited;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, 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;
    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 10, 2024

/s/ Roy Chandran
Roy Chandran
Chief Financial Officer

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Aircastle Limited (the "Company") for the three months ended August 31, 2024, as filed with the Securities and Exchange Commission (the "SEC") on the date hereof (the "Report"), I, Michael Inglese, as Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002 ("Section 906"), that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the SEC or its staff upon request.

/s/ Michael Inglese

Name:	Michael Inglese
Title:	Chief Executive Officer
Date:	October 10, 2024

Exhibit 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Aircastle Limited (the "Company") for the three months ended August 31, 2024, as filed with the Securities and Exchange Commission (the "SEC") on the date hereof (the "Report"), I, Roy Chandran, as Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002 ("Section 906"), that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the SEC or its staff upon request.

/s/ Roy Chandran

Name: Roy Chandran
Title: Chief Financial Officer
Date: October 10, 2024