

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned, BOEING AIRCRAFT HOLDING COMPANY, a Delaware corporation, ("Seller"), is the owner of the full, legal and beneficial title to that certain Honeywell International model GTCP331-500B auxiliary power unit having part number 3800550-1 and bearing manufacturer's serial number P-2273 (the "Equipment").

For and in consideration of the payment by AERSALE, INC., a Florida corporation ("Buyer"), of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does this 27th day of March, 2023, grant, convey, transfer, bargain and sell, deliver and set over, outright and unconditionally unto Buyer and to Buyer's successors and assigns forever all of its right, title and interest in and to the Equipment.

Seller hereby represents, warrants and covenants that it is the owner of the full, legal and beneficial title to the Equipment, free and clear of any claim, security interest, lien or encumbrance, and the execution and delivery hereof is not in contravention of any agreement to which Seller is a party.

Seller hereby further warrants to Buyer that there is hereby transferred and conveyed to Buyer good and marketable title to the Equipment, free and clear of liens, claims, charges, encumbrances and rights of others, and that Seller will warrant and defend same forever against all claims and demands whatsoever.

BUYER UNCONDITIONALLY ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE EQUIPMENT "AS IS" AND "WHERE IS" AND THAT EXCEPT FOR THE WARRANTY OF GOOD, MARKETABLE TITLE TO THE EQUIPMENT, FREE AND CLEAR OF ANY AND ALL ENCUMBRANCES, THE EQUIPMENT IS SOLD AND PROVIDED ON AN "AS IS" "WHERE IS" BASIS, WITH ALL FAULTS AND WITHOUT RECOURSE TO SELLER. THE WARRANTIES EXPRESSLY SET FORTH IN THIS BILL OF SALE AND THE OBLIGATIONS AND LIABILITIES OF SELLER HEREUNDER ARE EXPRESSLY IN LIEU OF, AND SELLER WILL NOT BE DEEMED TO HAVE MADE, AND BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ANY AND ALL RIGHTS AND REMEDIES IT MAY HAVE AGAINST SELLER, WHETHER ARISING BY LAW OR OTHERWISE, RELATING TO ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, DUTIES, OBLIGATIONS, LIABILITIES AND GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, CONCERNING THE EQUIPMENT OR THE SERVICEABILITY THEREOF, OR THE VALUE, CONDITION, DESIGN, OPERATION, DURABILITY OR COMPLIANCE WITH SPECIFICATION OF THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO:

(A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND BUYER HEREBY WAIVES ANY AND ALL

RIGHTS AND REMEDIES IT MAY HAVE AGAINST SELLER RELATING TO ANY OF THE FOREGOING AND ARISING BY LAW OR OTHERWISE;

(B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;

(C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE ACTUAL OR IMPUTED NEGLIGENCE OF SELLER AND ITS ASSIGNS; AND

(D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO THE EQUIPMENT OR ANY OTHER TANGIBLE OR INTANGIBLE THING PROVIDED UNDER THIS AGREEMENT,

ANY PRIOR REPRESENTATIONS OR STATEMENTS, WHETHER ORAL OR WRITTEN, MADE BY SELLER (OR ANY AFFILIATE THEREOF) AS TO THE CONDITION OR FITNESS OF THE EQUIPMENT, OR ITS CAPABILITY OR CAPACITY, ARE SUPERSEDED HEREBY AND ANY SUCH REPRESENTATIONS OR STATEMENTS NOT SPECIFICALLY SET FORTH IN THIS BILL OF SALE ARE HEREBY WITHDRAWN BY SELLER (ON ITS OWN BEHALF AND ON BEHALF OF ANY OF ITS AFFILIATES WHICH MAY HAVE MADE ANY SUCH REPRESENTATION OR STATEMENT), SHALL NOT BE APPLICABLE TO THE TRANSACTIONS CONTEMPLATED HEREBY AND ARE OF NO FURTHER FORCE AND EFFECT, AND BUYER ACKNOWLEDGES THAT WITH RESPECT TO THE EQUIPMENT BUYER CONDUCTED ITS OWN INSPECTION AND THAT BUYER HAS NOT RELIED AND IS NOT RELYING ON ANY SUCH REPRESENTATION OR STATEMENT.

SELLER SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO THE EQUIPMENT OR ANY OTHER TANGIBLE OR INTANGIBLE THING PROVIDED UNDER THIS BILL OF SALE.

For the purposes of this Bill of Sale, the term "SELLER" means BOEING AIRCRAFT HOLDING COMPANY, its divisions, affiliates, subsidiaries, successors, the assignees of each, suppliers, subcontractors, and their respective directors, officers, employees and agents.

THIS BILL OF SALE IS GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON.

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be duly executed on this 27th day of March, 2023.

"SELLER"

BOEING AIRCRAFT HOLDING COMPANY

DocuSigned by:
By: Scott Nicholson
E9995A5839ED432

Name: Scott Nicholson

Title: Authorized Signatory