

Amendment N°10

to the

A320 Family NEO Purchase Agreement

dated February 28th, 2014

between

AIRBUS S.A.S.

and

CHINA EASTERN AIRLINES CORPORATION LIMITED

[***] This information is subject to confidential treatment and has been omitted and filled separately with the commission.

CES - A320 NEO Family– Amendment N°10 to 2014 A320 NEO PA
CT1302606

Private & Confidential

Amendment N°10 - A320 NEO - CES

This amendment N°10 to the A320 family purchase agreement dated February 28th, 2014 is made on the 25th day of March 2026 (the "**Amendment N°10**").

BETWEEN

Airbus S.A.S., a French société par actions simplifiée, with its registered office at 2, rond-point Emile Dewoitine, 31700 Blagnac, France, registered with the Commercial and Companies Register of Toulouse under number 383 474 814,

(hereinafter referred to as the "**Seller**"), on the one part,

AND

CHINA EASTERN AIRLINES CORPORATION LIMITED., a company organised under the laws of the People's Republic of China having its principal place of business at Hongqiao International Airport, Shanghai 200335, People's Republic of China,

(hereinafter referred to as the "**Buyer**") of the other part.

Each individually being hereinafter referred to as a "**Party**" and collectively as the "**Parties**".

CHINA EASTERN AVIATION IMPORT & EXPORT CORPORATION (in Chinese, 东方航空进出口有限公司), a company established under the laws of the People's Republic of China, having its registered office at Suite 719, 7th Floor, B Block, N°. 1333 Wenju Road, China (Shanghai) Free Pilot Trade Zone, the People's Republic of China (in Chinese, 中国（上海）自由贸易试验区闻居路1333号B区七层719室) (the "**Consenting Party**"), whose roles are more fully described in the payment agreement dated June 15th, 2009 between the Parties and the Consenting Party, is not a Party to the Amendment N°10, but is acknowledging and witnessing its execution by countersigning the last page.

[***] This information is subject to confidential treatment and has been omitted and filled separately with the commission.

WHEREAS

- A. On February 28th, 2014, the Parties entered into an A320 family NEO purchase agreement (Reference CT 1302606, referred to as the “**Purchase Agreement**”) which covers the sale by the Seller and the purchase by the Buyer of seventy (70) A320 family aircraft incorporating the new engine option (hereinafter individually or collectively referred to as the “**Aircraft**” or the “**First Batch NEO Aircraft**”).
- B. [***];
- C. [***];
- D. [***];
- E. [***];
- F. [***];
- G. [***];
- H. [***];
- I. [***];
- J. [***];
- K. Now, subject to the terms and conditions of this Amendment N°10, the Buyer wishes to purchase and take delivery of 101 (one hundred and one) Third Batch NEO Aircraft (as this term is defined in Clause 0.2 hereto) from the Seller and the Seller agrees to sell and deliver such Third Batch NEO Aircraft to the Buyer.

Except otherwise expressly stipulated by the Parties, First Batch NEO Aircraft, Second Batch NEO Aircraft, and Third Batch NEO Aircraft shall individually or collectively be referred to as the “**Aircraft**” or “**NEO Aircraft**”, as relevant and applicable, for the purpose of the Agreement and this Amendment N°10.

For the purpose of this Amendment N°10, the Purchase Agreement, the Amendment N°1, Amendment N°2, Amendment N°3, Amendment N°4, Amendment N°5, Amendment N°6, the Amendment N°7, Amendment N°8 and the Amendment N°9 shall hereinafter collectively be referred to as the “**Agreement**”.

NOW IT IS HEREBY AGREED AS FOLLOWS:

[***] This information is subject to confidential treatment and has been omitted and filled separately with the commission.

0 DEFINITIONS

- 0.1 Capitalised terms used herein and not otherwise expressly defined in this Amendment N°10 shall have the meanings assigned thereto in the Agreement.
- 0.2 The Parties hereby agree that the following definitions shall be appended to Clause 0.1 of the Purchase Agreement:

QUOTE

6-month Term SOFR means [***]

Irrevocable MSCN means an [***]

[***] means an [***]

Third Batch NEO Aircraft or Third Batch Aircraft means collectively and individually the 101 (one hundred and one) A320 family NEO Aircraft bearing aircraft rank number from [***] to [***] for which the delivery schedule is set forth in Clause 5 hereof, to be delivered under the terms and conditions of Amendment N°10, including [***] A320 NEO Aircraft (individually or collectively the “**Third Batch A320 NEO Aircraft**”), [***] A321 NEO Aircraft (individually or collectively the “**Third Batch A321 NEO Aircraft**”), and [***] A321XLR Aircraft.

UNQUOTE

- 0.3 The Parties hereby agree that with respect to the Third Batch NEO Aircraft **ONLY**, the following definitions set forth in Clause 0.1 of the Purchase Agreement as amended by Clause 0 of the Amendment N°7, shall be deleted in their entirety:

QUOTE

A319 NEO Standard Specification means the A319-100N standard specification document Number J.000.01000N Issue 1.1, dated June 13th, 2018, a copy of which the Buyer acknowledges having received on or before the date of this Agreement.

Irrevocable SCNs means the list of SCNs, which are irrevocably part of the A319/A320/A321 NEO specification, as expressly set forth in Appendix 1 to Exhibit A.

UNQUOTE

- 0.4 The Parties hereby agree that with respect to the Third Batch NEO Aircraft **ONLY**, the following definitions set forth in Clause 0.1 of the Purchase Agreement, as amended from time to time, are hereby deleted in their entirety and replaced with the following quoted text:

QUOTE

Aircraft means, as the context may require, any or all of the A320 NEO Aircraft, A321 NEO Aircraft and A321XLR aircraft delivered or to be delivered under this Agreement, including any part, component, furnishing, software or equipment (including the Propulsion Systems) incorporated in or installed on such Aircraft at Delivery including BFE, if any,

A320 NEO Standard Specification means the A320-200N standard specification document Number [***], dated [***].

[***] This information is subject to confidential treatment and has been omitted and filled separately with the commission.

A321 NEO Standard Specification means the A321-200NX standard specification document Number [***], dated [***].

A321XLR Aircraft or A321XLR means an A321-200NY type aircraft delivered or to be delivered under this Agreement.

A321XLR Standard Specification means the A321-200NY standard specification document [***], dated [***].

means [***]

Delivery Location means [***]

UNQUOTE

1 SALE AND PURCHASE

1.1 The Seller shall sell and deliver and the Buyer shall buy and take delivery of 101 (one hundred and one) Third Batch NEO Aircraft, on the Delivery Date at the Delivery Location upon the terms and conditions contained in this Amendment N°10 and the Agreement.

1.2 [***]

2 SPECIFICATION

2.1 The Parties hereby agree that, with respect to the Third Batch NEO Aircraft **ONLY**, Clause 2.1 of the Purchase Agreement as modified by Clause 1.1 of Amendment N°1 shall be deleted in its entirety and replaced with the following quoted text:

QUOTE

2.1 Aircraft Specification

2.1.1 The NEO Aircraft shall be manufactured in accordance with the NEO Standard Specification(s), as may already have been modified or varied at the date of this Agreement by the Specification Change Notices listed in Appendix 1 to Exhibit A to Amendment N°10.

2.1.2 Each Aircraft shall be manufactured in accordance with its Specification.

2.1.3 Maximum Landing Weight (**MLW**) and Maximum Zero Fuel Weight (**MZFW**) of the Aircraft are the following: With respect to the A321XLR Aircraft, the Buyer hereby acknowledges that certain customisation options from the Seller's current option catalogues or set out in Exhibit A may not be available or certified for A321XLR Aircraft scheduled for delivery in earlier years and that the Seller shall notify the Buyer of the point from which they may be implemented

2.1.4 The applicable design weights (Maximum Take-off Weight (**MTOW**), Maximum Landing Weight (MLW) and Maximum Zero Fuel Weight (MZFW)) of the Aircraft are the following:

	MTOW	MLW	MZFW
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[***] This information is subject to confidential treatment and has been omitted and filled separately with the commission.

A320NEO Aircraft	[**]	[**]	[**]
A321NEO Aircraft	[**]	[**]	[**]
A321XLR Aircraft	[**]	[**]	[**]

UNQUOTE

2.2 The Parties hereby agree that, with respect to the Third Batch NEO Aircraft **ONLY**, Clause 2.3.1 of the Purchase Agreement shall be deleted in its entirety and replaced with the following quoted text:

QUOTE

2.3.1 Each Aircraft shall be equipped with a set of two (2) of one of the following engine types (the “**Propulsion Systems**”), manufactured by one of the following Propulsion System Manufacturers: CFM International, Inc (“**CFM**”) or International Aero Engines, LLC (“**IAE LLC**”).

	CFM	IAE LLC
A320 NEO Aircraft	[**]	[**]
A321 NEO Aircraft	[**]	[**]
A321XLR Aircraft	[**]	[**]

* AET means Airbus Equivalent Thrust

UNQUOTE

2.3 With respect to the Third Batch NEO Aircraft **ONLY**, the Parties hereby agree that, Clause 2.3.3 of the Purchase Agreement shall be deleted in its entirety and replaced with the following quoted text:

QUOTE

2.3.2 [**] Such selection shall be incorporated in the applicable Specification by signature of a Specification Change Notice. If the Buyer does not select its Propulsion Systems type as agreed herein, then, in addition to its other rights, the Seller shall have the right to defer the Scheduled Delivery Month of any or all of the Third Batch NEO Aircraft.

UNQUOTE

3 PRICES

[**] This information is subject to confidential treatment and has been omitted and filled separately with the commission.

3.1 With respect to the Third Batch NEO Aircraft **ONLY**, the Parties hereby agree that, Clauses 3.1 and 3.2 of the Purchase Agreement shall be deleted in their entirety and replaced with the following quoted text:

QUOTE

3.1 Airframe Base Price

3.1.1 The Airframe Base Price is the sum of:

i. The base price of an Airframe (as such Airframe is set out in the Standard Specification) (excluding any Buyer Furnished Equipment) (each an **Airframe Base Price** is:

A320 NEO Airframe Base Price	[***]
A321 NEO Airframe Base Price	[***]
A321XLR Airframe Base Price	[***]

(ii) the sum of the base price of the additional preliminary SCNs, which for budgetary purposes can be estimated to be:

A320NEO	[***]
A321NEO	[***]
A321XLR	[***]

(iii) the base price of the master charge, which is applicable if a CFM Propulsion System is selected, which is:

CFM Engine Master Charge Base Price	[***]
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3.1.2 The above Airframe Base Price has been established in accordance with the average economic conditions prevailing in ***, ***, and *** and corresponding to a theoretical delivery in January 2024 (the "**Base Period**").

3.2 Propulsion Systems Base Price

3.2.1 The base prices of a set of two (2) CFM INTERNATIONAL CFM LEAP-1A series Propulsion Systems, are:

[***] This information is subject to confidential treatment and has been omitted and filled separately with the commission.

CFM LEAP-1A26	[***]
CFM LEAP-1A32	[***]
CFM LEAP-1A32X	[***]

3.2.2 The base prices of a set of two (2) IAE LLC PW1100-JM series Propulsion Systems, are:

IAE LLC PW1127GA-JM	[***]
IAE LLC PW1133GA-JM	[***]
IAE LLC PW1133GAR-JM	[***]

3.2.3 The Propulsion Systems Base Price set out in Clauses 3.2.1 and 3.2.2 above have been established in accordance with the delivery conditions prevailing in [***] and have been calculated from the Propulsion Systems Reference Price, as set forth in Part 2 of Exhibit C to the Purchase Agreement as amended by Amendment N°10.

UNQUOTE

3.4 The Parties acknowledge and agree that with respect to each A320 NEO and A321 NEO of the Third Batch NEO Aircraft, the installation of the [***] is incorporated in the relevant SCN, and is irrevocably accepted by the Parties as an Irrevocable SCN upon execution of Amendment N°10.

4 PRICE REVISION

With respect to the Third Batch NEO Aircraft **ONLY**, the Parties hereby agree that, Part 1 and Part 2 of Exhibit C to the Purchase Agreement shall not apply in their entirety and shall be replaced by Part 1 and Part 2 of Exhibit C to this Amendment N°10.

5 DELIVERY SCHEDULE

5.1 The Parties hereby agree that, with respect to the Third Batch NEO Aircraft **ONLY**, Clause 9.1.1 and Clause 9.1.2 of the Purchase Agreement shall be deleted in its entirety and shall be replaced with the following quoted text:

QUOTE

9.1.1 Subject to Clauses 2, 7, 8, 10 and 18 of the Purchase Agreement, the Seller shall have the Third Batch NEO Aircraft Ready for Delivery at the Delivery Location within the following periods:

[***] This information is subject to confidential treatment and has been omitted and filled separately with the commission.

6 SELLER REPRESENTATIVES

- 6.1 With respect to Third Batch NEO Aircraft **ONLY**, Appendix A to Clause 15 of the Purchase Agreement shall be deleted in its entirety and replaced by the following quoted text.

QUOTE

SELLER REPRESENTATIVE ALLOCATION

For the avoidance of doubt, the quantity indicated below is the total quantity granted for the whole of the Buyer's fleet of one hundred and one (101) Third Batch NEO Aircraft,

- 1 The Seller shall provide to the Buyer Seller Representative services at the Buyer's main base or at other locations to be mutually agreed for a total of [***] man-months
- 2 For the sake of clarification, such Seller Representatives' services shall include initial Aircraft Entry into Service (EIS) assistance and sustaining support services.
- 3 The number of the Seller Representatives assigned to the Buyer at any one time shall be mutually agreed, but shall at no time exceed [***] Seller Representatives.

UNQUOTE

7 TRAINING SERVICES

- 7.1 The Seller hereby grants the following training allowances with respect to Third Batch NEO Aircraft **ONLY** pursuant to the terms and conditions of Clause 16 of the Purchase Agreement. Following allowance set out through Clause 7.2 to Clause 7.3 of this Amendment N°10 will be provided during a period starting maximum [***] months before the Scheduled Delivery Month of the first Third Batch NEO Aircraft and until [***] months after Delivery of the last Third Batch NEO Aircraft under the Amendment N°10.

Unless otherwise specified in the Amendment N°10, these quantities of training listed in Clause 7.2 and 7.3 below are the total quantities granted for the whole fleet of 101 (one hundred and one) Third Batch NEO Aircraft.

For the avoidance of doubt, the quantities of training listed in Appendix A to Clause 16 of the Purchase Agreement and Clause 7 of Amendment N°7 shall **NOT** apply to the Third Batch NEO Aircraft.

7.2 FLIGHT OPERATIONS TRAINING

7.2.1 Flight Crew Training (adapted transition course)

[***]

7.2.2 PERFORMANCE / OPERATIONS COURSE(S)

[***]

7.2.3 MAINTENANCE TRAINING

[***] This information is subject to confidential treatment and has been omitted and filled separately with the commission.

[***]

8 INHOUSE WARRANTY LABOUR RATE

The Parties hereby agree that, with respect to Third Batch NEO Aircraft **ONLY**, part b) of Clause 12.1.7.5 of the Purchase Agreement shall be deleted in its entirety and replaced by the following quoted texts.

QUOTE

(b) The manhours counted as set forth above shall be multiplied by an agreed labor rate of US Dollars [***] delivery conditions ("**Inhouse Warranty Labour Rate**"), which is deemed to represent the Buyer's composite labor rate meaning the average hourly rate (excluding all fringe benefits, premium time allowances, social security charges, business taxes and the like) paid to the Buyer's employees whose jobs are directly related to the performance of the repair.

The Inhouse Warranty Labor Rate is subject to annual adjustment by multiplication by the ratio ECIn/ECIb. For the purposes of this Clause 12.1.7.5 only, ECIn shall be equal to the Labor Index, ECI336411W, defined in the Airframe Price Revision Formula set forth in Exhibit C to the Amendment N°10.

UNQUOTE

9 REPLACEMENTS OF LIBOR

[***]

10 [***]

10.1 [***]

10.2 [***]

10.3 [***]

11 MISCELLANEOUS

11.1 The Parties hereby agree that this Amendment N°10 shall enter into full force and effect from the date mentioned hereabove.

11.2 Except as otherwise provided by the terms and conditions hereof, this Amendment N°10 contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other prior understandings, commitments, agreements, representations and negotiations whatsoever, oral and written, and may not be varied except by an instrument in writing of even date herewith or subsequent hereto executed by the duly authorized representatives of both Parties.

11.3 In the event of any inconsistency between the terms and conditions of the Agreement and those of the present Amendment N°10, the latter shall prevail to the extent of such inconsistency, whereas the part not concerned by such inconsistency shall remain in full force and effect.

[***] This information is subject to confidential treatment and has been omitted and filled separately with the commission.

- 11.4 The Amendment N°10 (and its existence) shall be treated by each Party as confidential and shall not be released or revealed in whole or in part to any third party without the prior written consent of the other Party. In particular, each Party agrees not to make any press release concerning the whole or any part of the contents and/or subject matter hereof or of any future addendum hereto without the prior written consent of the other Party.
- 11.5 The Parties agree that this Amendment N°10, upon execution hereof, shall constitute an integral and non-severable part of the Agreement and shall be governed by all of its provisions, as such provisions have been specifically amended pursuant to this Amendment N°10. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement shall continue to be in full force and effect.
- 11.6 This Amendment N°10 may be executed by the Parties hereto in separate counterparts, each of which when so signed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.
- 11.7 This Amendment N°10 shall be governed by and construed in accordance with the laws of England.

Any dispute arising out of or in connection with this Amendment N°10 shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators one appointed by the Buyer, one appointed by the Seller and the third one determined pursuant to the selection procedure set forth in such rules.

Arbitration shall take place in London in the English language.

11.8 Contracts (Rights of Third Parties) Act 1999

The Parties do not intend that any term of this Amendment N°10 shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Amendment N°10.

12 ASSIGNMENT

Notwithstanding any other provision of Amendment N°10 or the Agreement, this Amendment N°10 and the rights and obligations of the Buyer herein shall not be assigned or transferred in any manner without the prior written consent of the Seller, and any attempted assignment or transfer in contravention of the provisions of this Clause shall be void and of no force or effect.

13 CONFIDENTIALITY

The Parties agree that the terms and conditions of Clause 22.12 of the Purchase Agreement shall apply mutatis mutandis to this Amendment N°10.

[***] This information is subject to confidential treatment and has been omitted and filled separately with the commission.

IN WITNESS WHEREOF, this Amendment N°10 was entered into the day and year above written.

Agreed and Accepted

Agreed and Accepted

For and on behalf of

For and on behalf of

**CHINA EASTERN AIRLINES
CORPORATION LIMITED**

AIRBUS S.A.S.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Witnessed and acknowledged

For and on behalf of

**CHINA EASTERN AVIATION
IMPORT & EXPORT CORPORATION**

Signature: _____

Name: _____

Title: _____

Date: _____

[***] This information is subject to confidential treatment and has been omitted and filled separately with the commission.

EXHIBIT A

SPECIFICATION

the A320 NEO Standard Specification,
the A321 NEO Standard Specification,
the A321 XLR Standard Specification,

are contained in a separate folder.

[*] This information is subject to confidential treatment and has been omitted and filled separately with the commission.**

EXHIBIT B

[*]**

[*] This information is subject to confidential treatment and has been omitted and filled separately with the commission.**

EXHIBIT C

PRICE REVISION FORMULAE

[*] This information is subject to confidential treatment and has been omitted and filled separately with the commission.**

EXHIBIT C to the AMENDMENT N° 10

PART 1 AIRFRAME PRICE REVISION FORMULA

1 BASE PRICE

The Airframe Base Price quoted in Clause 3.1 of this Amendment N°10 and all other amounts expressed in this Agreement as being subject to this Airframe Price Revision Formula are subject to adjustment for changes in economic conditions as measured by data obtained from the US Department of Labor, Bureau of Labor Statistics, and in accordance with the provisions hereof.

2 BASE PERIOD

[***]

3 INDEXES

Labor Index: [***]

Material Index: "[***]"

4 REVISION FORMULA

[***]

5 GENERAL PROVISIONS

5.1 Roundings

[***]

5.2 Substitution of Indexes for Airframe Price Revision Formula

[***]

5.3 Final Index Values

[***]

5.4 Limitation

[***]

[***] This information is subject to confidential treatment and has been omitted and filled separately with the commission.

EXHIBIT C to the AMENDMENT N° 10

PART 2 PROPULSION SYSTEMS PRICE REVISION FORMULA
(A) CFM INTERNATIONAL

1. REFERENCE PRICE OF THE PROPULSION SYSTEMS

The Reference Prices of a set of two (2) CFM INTERNATIONAL LEAP Propulsion Systems are:

CFM LEAP-1A26: [***]
CFM LEAP-1A32: [***]
CFM LEAP-1A32X: [***]

This Reference Prices above are subject to adjustment for changes in economic conditions as measured by data obtained from the US Department of Labor, Bureau of Labor Statistics and in accordance with the provisions of Clauses 4 and 5 of Part 2 (A) of Exhibit C.

2. REFERENCE PERIOD

[***]

3. INDEXES

Labor Index: [***]

Material Index: [***]

4. REVISION FORMULA

[***]

5. GENERAL PROVISIONS

5.1 Roundings

[***]

5.2 Final Index Values

[***]

5.3 Interruption of Index Publication

[***]

5.4 Annulment of the Formula

[***]

5.5 Limitation

[***]

[***] This information is subject to confidential treatment and has been omitted and filled separately with the commission.

EXHIBIT C to the AMENDMENT N° 10

PART 2 PROPULSION SYSTEMS PRICE REVISION FORMULA
(B) IAE LLC

1. REFERENCE PRICE OF THE PROPULSION SYSTEMS

The Reference Prices of a set of two (2) IAE LLC PW1100G-JM Propulsion Systems are:

PW1127GA-JM : [***]
PW1133GA-JM : [***]
PW1133GAR-JM : [***]

The Reference Prices are subject to adjustment for changes in economic conditions as measured by data obtained from the US Department of Labor, Bureau of Labor Statistics, and in accordance with the provisions Part 2 (B) of Exhibit C.

2. BASE PERIOD

[***]

3. INDEXES

Labor Index: [***]

Material Index: [***]

Metal Index: [***]

4. REVISION FORMULA

[***]

5. GENERAL PROVISIONS

5.1 Roundings

[***]

5.2 Substitution of Indexes for Price Revision Formula

[***]

5.3 Final Index Values

[***]

5.4 Limitation

[***].

[***] This information is subject to confidential treatment and has been omitted and filled separately with the commission.