

A330neo

PURCHASE AGREEMENT

BETWEEN

AIRBUS S.A.S.

as Seller

AND

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED

as Buyer

Date: 7 August 2024

Reference: CT2401812

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A330neo PURCHASE AGREEMENT

This A330neo Purchase Agreement (the "**Agreement**") is made on 7 August 2024

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 (the "**Seller**"),

and

Cathay Pacific Aircraft Services Limited, a company having its registered office located at Fort Anne, South Quay, Douglas IM1 5PD, Isle of Man (the "**Buyer**").

The Buyer and the Seller may be referred to in this Agreement individually as a "**Party**" and collectively the "**Parties**".

WHEREAS subject to the terms and conditions of this Agreement, the Seller desires to sell the Aircraft to the Buyer and the Buyer desires to purchase the Aircraft from the Seller.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

0 DEFINITIONS AND INTERPRETATION

0.1 In addition to words and terms elsewhere defined in this Agreement, the initially capitalized words and terms used in this Agreement shall have the meaning set out below.

ABC Legislation means any law, regulation, embargo or restrictive measure (in each case having the force of law) imposed by the United Nations, the United States of America, the European Union, the United Kingdom, any other applicable jurisdiction or any official institution or agency of any of the foregoing, in relation to anti-money laundering, anti-corruption, anti-bribery and counter terrorism financing.

Affiliate means:

(a) ***

Airbus Generic Manuals means the Technical Data that are common to all Airbus aircraft.

Airbus Price Revision Formula is set out in Exhibit C.

AirbusWorld corresponds to the Seller's customer portal as further defined in Part 2 of Exhibit I.

Aircraft means individually or collectively the A330-900 Aircraft.

Aircraft Base Price has the meaning set out in Clause 3.1.1.

Aircraft Training Services means:

- (a) any flight support services including but not limited to any and all training courses, flight training, flight assistance, line training, line assistance and more generally all flights of any kind performed by the Seller, its agents, employees or subcontractors; and
- (b) maintenance support, maintenance training (including Practical Training), training support of any kind,

in each case performed on A330-900 aircraft operated by one or more of the Buyer's Affiliates after delivery of such aircraft to the Buyer or its Nominee, and provided to the Buyer and/or its Affiliates pursuant to this Agreement.

Airframe means the Aircraft excluding the Propulsion Systems.

Applicable Legislation means any ABC Legislation to which the relevant Party may be subject.

Aviation Authority means when used in respect of any jurisdiction the government entity, which under the laws of such jurisdiction has control over civil aviation or the registration, airworthiness or operation of aircraft in such jurisdiction.

[***]

[***]

A330-900 Aircraft or A330-900 means an Airbus A330-900 model aircraft delivered or to be delivered under this Agreement, including the Airframe, the Propulsion Systems, and any part, component, furnishing or equipment installed on the Aircraft on Delivery.

A330-900 Standard Specification means the A330-900 standard specification document Number G.000.09000, Issue 4.0, dated July 21st, 2022, a copy of which the Buyer acknowledges having received on or before the date of the Purchase Agreement.

[***]

Balance of Final Price has the meaning set out in Clause 5.4.1.

BFE Supplier has the meaning set out in Clause 18.1.1.1.

Bill of Sale has the meaning set out in Clause 9.2.2.

Business Day means a day, other than a Saturday or Sunday, on which business of the kind contemplated by this Agreement is carried on [***].

Buyer Changes has the meaning set out in Clause 2.2.1.

Buyer Changes Base Price has the meaning set out in Clause 3.1.2.

Buyer's Account has the meaning set out in Clause 23.4.

Buyer Furnished Equipment or BFE has the meaning set out in Clause 18.1.1.1.

Certificate of Acceptance has the meaning set out in Clause 8.3.

Contractual Definition Freeze or CDF has the meaning set out in Clause 2.4.1.

Control means, in respect of a natural or legal person, the power of another natural or legal person to direct the affairs and/or control the composition of the board of directors or equivalent body of the first natural or legal person and the terms. "**Controlling**" and "**Controlled**" shall be construed accordingly.

Customer Services Catalogue or **CSC** means the then current customer services e-catalogue available on AirbusWorld.

Customised Technical Data means the Technical Data that are customised to integrate the specificities of the configuration of the Buyer's fleet, as known at the date of issuance thereof.

Customisation Milestone Chart or CMC has the meaning set out in Clause 2.4.

Declaration of Design and Performance or **DDP** means the documentation provided by an equipment manufacturer guaranteeing that the corresponding equipment meets the requirements of the Specification, the interface documentation as well as all the relevant certification requirements.

[***].

Delivery means the transfer of title to the Aircraft from the Seller to the Buyer or its Nominee in accordance with Clause 9.

Delivery Date means the date on which Delivery shall occur.

Delivery Location means, in respect of an Aircraft:

- (a) [***]
- (b) such other delivery location mutually agreed between the Parties.

Development Change has the meaning set out in Clause 2.2.2.

EASA means European Aviation Safety Agency being the European Aviation Authority.

Excusable Delay has the meaning set out in Clause 10.1.

Export Airworthiness Certificate means an export certificate of airworthiness issued by the Aviation Authority of the Delivery Location.

[***].

Final Price has the meaning set out in Clause 3.2.

Firm Aircraft means any and all the Aircraft (as applicable) for which a Scheduled Delivery Period is set out in Clause 9.1.1 at the time of original signature of this Agreement.

General Terms and Conditions or GTC means the General Terms and Conditions of Access to and Use of AirbusWorld set out in Part 2 to Exhibit I.

Goods and Services means any goods and services (excluding Aircraft) that may be purchased from the Seller or its wholly owned [***].

[***]

Ground Training Services means all training courses performed in classrooms, full flight simulator sessions, fixed base simulator sessions, field trips and any other services provided to the Buyer and/or its Affiliates on the ground pursuant to this Agreement and which are not Aircraft Training Services.

Guarantees means the performance guarantees and other guarantees provided in respect of the Aircraft in accordance with the terms of the relevant letter agreements to this Agreement.

[***]

[***]

[***]

[***]

KYC Procedures means any applicable “**know your customer**” due diligence, including, anti-money laundering, anti-corruption, anti-bribery, counter terrorism financing, sanctions or other similar checks and procedures, whether resulting from any internal requirement of the Seller or from the operation of any Applicable Legislation.

[***]

Manufacture Facilities means the various manufacture facilities of the Seller, its Affiliates or any sub-contractor, where the Airframe or its parts are manufactured or assembled.

Manufacturer Development Change has the meaning set out in Clause 2.2.2.2.

Manufacturer Specification Change Notice or MSCN means an agreement in writing between the Parties to amend the Standard Specification pursuant to Clause 2.2.2.2 in the form set out in Exhibit B-2.

Material has the meaning set out in Clause 1.2 of Exhibit H.

Minor Development Change has the meaning set out in Clause 2.2.2.1.

Nominee means any third party designated by the Buyer and communicated to the Seller, to receive title to one or more Aircraft in circumstances where the end user of each such Aircraft remains the Parent Company or an Affiliate of the Parent Company, where such third party is not a Sanctioned Person and has been duly approved by KYC Procedures.

Non-Excusable Delay has the meaning set out in Clause 11.1.

Option Catalogues means the Seller’s catalogues of specification change options.

[***]

[***]

Parent Company means [***]

PEP Package means a set of ground based performance computation modules for the aircraft type covered under this Agreement including software components, databases and consultation tools.

Predelivery Payment or PDP means the payment(s) determined in accordance with Clause 5.3.

Propulsion Systems means the engines (excluding nacelles and thrust reversers) attached or to be attached to the Airframe as set out in Clause 2.3.

Propulsion Systems Manufacturer means the manufacturer of the Propulsion Systems as set out in Clause 2.3.

Ready for Delivery means [***]

[***]

Sanctioned Person means:

- (a) any natural or legal person in any list of sanctioned persons of any Sanctions Authority (including the List of Specially Designated Nationals (SDN) and Sectorial or Sanctions Identifications (SSI) List); or
- (b) any natural or legal person directly or indirectly owned or Controlled by any one or several person(s) designated under (a) above.

Sanctions and Export Control Laws means any laws or regulations which impose economic, trade or other restrictive measures or, export, re-export licenses or other authorisations in each case issued and enforced by a Sanctions Authority.

Sanctions Authority means [***].

Sanctions Event has the meaning set out in Clause 23.2.

Scheduled Delivery Month has the meaning set out in Clause 9.1.1.

Scheduled Delivery Period has the meaning set out in Clause 9.1.1.

Scheduled Delivery Quarter has the meaning set out in Clause 9.1.1.

Seller Furnished Equipment or SFE corresponds to items of equipment that are identified in the Specification as being furnished by the Seller.

Seller Representatives means the representatives of the Seller referred to in Clause 15.

Seller Representative Services means the services provided by the Seller to the Buyer and/or the Buyer's Affiliates pursuant to Clause 15.

Seller Service Bulletin or Seller SB means an airworthiness approved document issued by the Seller to operators to implement (i) a modification to the design of, or an inspection to, a delivered Aircraft or (ii) a substitution of any part, or a reduction of the existing life limits of any life limited part or an establishment of a new life limit, in each case either to maintain the level of safety or to improve the operation of said delivered Aircraft.

Seller Service Life Policy has the meaning set out in Clause 12.2.

Spare Parts means the items of equipment and material that may be provided pursuant to Exhibit H.

Specification means either (a) the Standard Specification if no SCNs, MSCNs or Minor Development Changes are applicable or (b) if SCNs, MSCNs and/or Minor Development Changes are issued, the Standard Specification as amended by all applicable SCNs, MSCNs and Minor Development Changes in accordance with Clause 2.

Specification Change Notice or SCN means an agreement in writing between the Parties to amend the Specification pursuant to Clause 2.2.1 in the form set out in Exhibit B-1.

Standard Specification means the A330-900 Standard Specification.

Supplier has the meaning set out in Clause 12.3.1.1.

Supplier Part has the meaning set out in Clause 12.3.1.2.

Supplier Product Support Agreement has the meaning set out in Clause 12.3.1.3.

SPSA Application means the application on AirbusWorld, which provides the Buyer with access to the Supplier Product Support Agreements.

Technical Acceptance Process has the meaning set out in Clause 8.1.1.

Technical Data means the flight operations and maintenance engineering technical data and PEP Package necessary to operate and maintain the Aircraft, as set out in Exhibit G and as more precisely listed in the then current CSC.

[***]

[***]

Type Certificate has the meaning set out in Clause 7.1.

Warranted Part has the meaning set out in Clause 12.1.1.

Withholding has the meaning set out in Clause 5.8.5.

0.2 Clause headings and the Index are inserted for convenience of reference only and shall be ignored in the interpretation of this Agreement.

0.3 In this Agreement unless the context otherwise requires:

- (a) references to Clauses, Appendices and Exhibits are to be construed as references to the Clauses of, and Appendices, and Exhibits to this Agreement and references to this Agreement include its Schedules, Exhibits and Appendices;
- (b) words importing the plural shall include the singular and vice versa;
- (c) references to a person shall be construed as including, without limitation, references to an individual, firm, company, corporation, unincorporated body of persons and any state or agency of a state; and
- (d) references to Buyer and Seller include their respective successors, permitted assignees and permitted transferees.

0.4 [***]

1

SALE AND PURCHASE

The Seller shall sell and deliver and the Buyer shall buy and take delivery (by itself or through its Nominee) of thirty (30) A330-900 Aircraft upon the terms and conditions contained in this Agreement.

2 SPECIFICATION

2.1 Aircraft Specification

2.1.1 The Aircraft shall be manufactured in accordance with the relevant Standard Specification, as (a) may have been modified or varied at the date of this Agreement by the Specification Change Notices listed in Exhibit A and (b) as may be further modified or varied by other SCNs, MSCNs and/or Minor Development Changes in accordance with this Clause 2. The Seller will make available to the Buyer each of the SCNs listed in Exhibit A at the prices indicated therein for each Aircraft. In addition, the Buyer may select other SCNs offered by the Seller.

2.1.2 The applicable standard design weights (Maximum Take-off Weight (“**MTOW**”) Maximum Landing Weight (“**MLW**”) and Maximum Zero Fuel Weight (“**MZFW**”)) of the A330-900 Aircraft are the following:

	MTOW	MLW	MZFW
A330-900 Aircraft	***	***	***

2.1.3 The Aircraft shall be manufactured in accordance with the Specification and final Aircraft assembly shall take place at the Delivery Location.

2.2 Specification Amendment

The Parties understand and agree that the Specification may be further amended following signature of this Agreement in accordance with the terms of this Clause 2.2.

2.2.1 Buyer Changes

2.2.2 Development Changes

2.2.2.1 Minor Development Changes

2.2.2.2 Manufacturer Development Changes

2.2.2.3

(i) ***; or

(ii) if such Replacement Part provides the same functionality and there is no further benefit to the Buyer, the MSCN shall be at no charge to the Buyer.

2.2.3

[***]

2.3

Propulsion Systems

Each A330-900 Aircraft shall be equipped with a set of two (2) Rolls-Royce Trent 7000-68 Propulsion Systems manufactured by Rolls-Royce plc [***]

[***]

2.4

Milestones

2.4.1

Customisation Milestone Chart

2.4.2

Compliance with Customisation Milestones

(a) ***; and

(b) ***; and

(c) ***.

2.5

2.5.1

2.5.2

2.5.3

3 PRICES

3.1 Aircraft Base Price

3.1.1 The base price of an A330-900 Aircraft (as such Aircraft is set out in the A330-900 Standard Specification), [***], is:

(***)

(the “**Aircraft Base Price**”)

3.1.2 ***

3.1.3 ***

3.2 Final Price

The final price of each Aircraft (the “**Final Price**”) shall be the aggregate of:

- (i) the Aircraft Base Price as revised in accordance with Clause 4; and
- (ii) subject to Clause 2.5, the aggregate price of all SCNs and MSCNs (***) embodied on that Aircraft as revised in accordance with Clause 4; and
- (iii) any other amount due from the Buyer to the Seller resulting from any other provision of this Agreement and/or any other written agreement between the Buyer and the Seller with respect to that Aircraft that is included in the invoice for that Aircraft.

4

PRICE REVISION

5 PAYMENTS

5.1 Seller's Account

The Buyer shall pay or procure the payment of the Predelivery Payments, the Balance of Final Price and/or any other amount due by the Buyer to the Seller pursuant to this Agreement, to the Seller's account as follows:

or to such other account as may be designated by the Seller in writing at least five (5) Business Days before the due date of the relevant payment.

5.2 ***

5.3 Predelivery Payments

5.3.1 The Buyer shall pay Predelivery Payments to the Seller calculated on the predelivery payment reference price of each Aircraft. The predelivery payment reference price is determined by the following formula:

5.3.2 Such Predelivery Payments shall be made in accordance with the following schedule:

DUE DATE OF PAYMENTS	PERCENTAGE OF PREDELIVERY PAYMENT REFERENCE PRICE
***	***%

***	***%
***	***%
[***]	

Total Payment prior to Delivery of each Aircraft	***%
--	------

5.3.3 ***

5.3.4 *.**

(a) ***; and

(b) ***.

***.

5.4 Balance of Final Price

5.4.1 For each Aircraft, the Balance of Final Price payable by the Buyer to the Seller on the Delivery Date of that Aircraft shall be the Final Price less the amount of Predelivery Payments received for that Aircraft by the Seller on or before the Delivery Date of that Aircraft.

5.4.2 ***

5.5 Other Charges

5.6 Method of Payment

5.6.1 All payments provided for in this Agreement shall be made in United States Dollars (USD) in immediately available funds.

5.6.2 ***.

5.7 ***

5.7.1 ***

5.7.2 ***

5.8 Taxes

5.8.1 ***

5.8.2 ***

5.8.3 ***

5.8.4 ***

5.8.5 ***

5.9 ***

***.

5.10 ***

5.10.1 ***

(i) ***; and

(ii) ***.

5.10.2 ***.

6 MANUFACTURE PROCEDURE – INSPECTION

6.1 Manufacture Procedure

The Airframe shall be manufactured in accordance with the Specification and with the relevant requirements of the laws of the jurisdiction of incorporation of the Seller or of its relevant Affiliate as enforced by the Aviation Authority of such jurisdiction.

6.2 Inspection

6.2.1 Subject to providing the Seller with certificates evidencing compliance with the insurance requirements set forth in Clause 19, the Buyer, the Buyer's Affiliates or their duly authorised representatives (the "**Buyer's Inspector(s)**") shall be entitled to inspect the manufacture of the Airframe [***]:

- (i) ***;
- (ii) ***;
- (iii) ***
- (iv) ***.

6.2.2 Location of Inspections

The Buyer's Inspector(s) shall be entitled to conduct any such inspection at the relevant Manufacture Facility of the Seller or the Affiliates [***].

6.3 Seller's Service for Buyer's Inspector(s)

For the purpose of the inspections, [***].

6.4 ***

7 CERTIFICATION

7.1 Type Certification

The Seller confirms that the Aircraft has been type certificated under European Aviation Safety Agency (EASA) procedures for joint (EASA/FAA) certification in the transport category. The Seller confirms that it has obtained the relevant type certificate (the "**Type Certificate**") to allow the issuance of the Export Airworthiness Certificate.

7.2 Export Airworthiness Certificate

7.2.1 Each Aircraft shall be delivered with an Export Airworthiness Certificate.

7.2.2 ***.

7.2.3 ***

7.3 Costs of MSCNs for Certification

7.3.1 ***

(i) [***]

7.3.2 ***

7.4 Validation of Export Airworthiness Certificate

7.4.1 The Seller shall endeavour to obtain the validation of the Aircraft Type Certificate by the Parent Company's Aviation Authority to facilitate the issuance of the Export Airworthiness Certificate.

7.4.2 ***

8 TECHNICAL ACCEPTANCE

8.1 Technical Acceptance Process

8.1.1 Prior to Delivery each Aircraft shall undergo a technical acceptance process, proposed by the Seller (the "**Technical Acceptance Process**"). Completion of the Technical Acceptance Process shall demonstrate the satisfactory functioning of the relevant Aircraft and shall demonstrate compliance with the Specification. [***].

8.1.2 The Technical Acceptance Process shall:

(i) ***

(ii) ***

(iii) ***

(iv) ***

8.1.3 ***

8.1.4 ***

8.1.5 ***

8.2 Buyer's Attendance

8.2.1 The Buyer shall be entitled to elect to attend the Technical Acceptance Process. ***

8.2.2 ***

(a) ***

(i) ***

8.2.3 ***

8.2.4 ***

8.3 Certificate of Acceptance

Following successful completion of the Technical Acceptance Process, the Buyer shall sign and deliver to the Seller, in accordance with Clause 9.2.1, a certificate of acceptance in respect of the Aircraft in the form of Exhibit D (the "**Certificate of Acceptance**").

8.4 Aircraft ***

8.5 Buyer representative office facilities

9 DELIVERY

9.1 Delivery Schedule

9.1.1 Subject to the relevant provisions of Clauses [***], the Seller shall have the Aircraft Ready for Delivery at the Delivery Location within the following *** as set out below:

Aircraft Ranking	***
Aircraft 1	***
Aircraft 2	***
Aircraft 3	***
Aircraft 4	***
Aircraft 5	***
Aircraft 6	***
Aircraft 7	***
Aircraft 8	***
Aircraft 9	***
Aircraft 10	***
Aircraft 11	***
Aircraft 12	***
Aircraft 13	***
Aircraft 14	***
Aircraft 15	***
Aircraft 16	***
Aircraft 17	***
Aircraft 18	***
Aircraft 19	***
Aircraft 20	***
Aircraft 21	***
Aircraft 22	***

Aircraft 23	***
Aircraft 24	***
Aircraft 25	***
Aircraft 26	***
Aircraft 27	***
Aircraft 28	***
Aircraft 29	***
Aircraft 30	***

9.1.2 The Seller shall give the Buyer notice [***].

9.1.3 The Seller shall give the Buyer at least ***:

(a) ***

(b) ***

9.1.4 ***.

9.1.5 ***

9.2 Delivery

9.2.1 [***], the Buyer shall send its representatives to the Delivery Location to take Delivery of, and collect, the Aircraft [***] and shall sign the Certificate of Acceptance and pay the Balance of Final Price on or before the Delivery Date.

9.2.2 The Seller shall deliver and transfer title, with full title guarantee, to the Aircraft free and clear of all encumbrances to the Buyer [***] and that the Certificate of Acceptance has been signed and delivered to the Seller [***]. The Seller shall provide the Buyer [***] with a bill of sale in the form of Exhibit E (the "**Bill of Sale**") [***].

9.2.3 [***] to:

(i) [***]; or

(ii) [***];

9.3 Fly Away

9.3.1 The Buyer and the Seller shall co-operate to obtain any licenses, which may be required by the Aviation Authority of the Delivery Location for the purpose of exporting the Aircraft.

9.3.2 [***]

10 EXCUSABLE DELAY

10.1 10.1 ***

10.2 ***

10.3 ***

10.3.1 ***

10.3.2 ***

10.3.3 ***

10.4 ***

10.5 ***

11 NON-EXCUSABLE DELAY

11.1 ***

11.2 ***

11.3 ***

11.4 ***

12 WARRANTIES AND SERVICE LIFE POLICY

This Clause covers the terms and conditions of the warranty and service life policy.

12.1 Standard Warranty

12.1.1 Nature of Warranty

(a) ***

[***], the Seller warrants to the Buyer that each Aircraft and each Warranted Part shall at Delivery to the Buyer be free from defects:

- (i) in material;
- (ii) in workmanship, including without limitation processes of manufacture;
- (iii) in design (including without limitation the selection of materials) having regard to the state of the art at the date of such design; and
- (iv) arising from failure to conform to the Specification, except to those portions of the Specification relating to performance or where it is expressly stated that they are estimates, approximations or design aims.

12.1.2 Exclusions

12.1.3 Warranty Period

The warranties set forth in Clauses 12.1.1 and 12.1.2 shall be limited to those defects that become apparent [***] (the “**Warranty Period**”).

12.1.4 Buyer's Remedy and Seller's Obligation

12.1.4.1 ***

12.1.4.2 ***

12.1.4.3 ***

(i) ***

12.1.5 Warranty Claim Requirements

The Buyer’s remedy and the Seller’s obligation and liability under this Clause 12.1, with respect to any warranty claim submitted by the Buyer (each a “**Warranty Claim**”) are subject to the following conditions:

- (i) the defect having become apparent within the Warranty Period;
- (ii) the Buyer having filed a warranty claim [***] of discovering the defect;
- (iii) ***

- (iv) the Seller having received a Warranty Claim complying with the provisions of Clause 12.1.6 below.

12.1.6 **Warranty Administration**

The warranties set forth in Clause 12.1 shall be administered as hereinafter provided for:

12.1.6.1 Claim Determination

12.1.6.2 Transportation Costs

12.1.6.3 Return of an Aircraft

12.1.6.4 On Aircraft Work by the Seller

12.1.6.5 ***

- (a) description of defect and action taken, if any,
- (b) date of incident and/or removal date,
- (c) description of Warranted Part claimed to be defective,
- (d) part number,
- (e) serial number (if applicable),
- (f) position on Aircraft,
- (g) total flying hours or calendar time, as applicable, at the date of defect appearance,
- (h) time since last shop visit at the date of defect appearance,
- (i) Manufacturer Serial Number of the Aircraft and/or its registration,
- (j) Aircraft total flying hours and/or number of landings at the date of defect appearance,
- (k) Warranty Claim number,
- (l) date of Warranty Claim,
- (m) Delivery Date of Aircraft or Warranted Part to the Buyer,

[***]

The Buyer shall provide any additional information as may be subsequently and reasonably required by the Seller in connection with such claim.

12.1.6.6 Replacements

12.1.6.7 Rejection

12.1.6.8 Inspection

The Seller shall have the right to inspect the affected Aircraft, documents and other records relating thereto in the event of any Warranty Claim under this Clause 12.1. The inspection shall be conducted as promptly as possible and shall not delay or hinder the Buyer's operation.

12.1.7 **Inhouse Warranty**

12.1.7.1 ***
—

12.1.7.2 Conditions for Seller's Authorization

12.1.7.3 Seller's Rights

12.1.7.4 *** Claim Substantiation

(a) ***

12.1.7.5 ***
—

12.1.7.6 Limitation

12.1.7.7 ***
—

12.1.8 **Standard Warranty in case of Pooling or Leasing Arrangements**

12.1.9 **Warranty for Corrected, Replaced or Repaired Warranted Parts**

12.1.10 **Accepted Industry Standard Practices Normal Wear and Tear**

(i) ***

12.1.11 **Limitation of liability**

12.2 Seller Service Life Policy

12.2.1 In addition to the warranties set forth in Clause 12.1, the Seller further agrees that should a Failure occur in any Item (***) that has not suffered from an Extrinsic Force, then, subject to the general conditions and limitations set forth in Clause 12.2.4, the provisions of this Clause 12.2 shall apply.

(i) ***

12.2.2 **Periods and Seller's Undertakings**

- ***

12.2.3 ***

12.2.4 **General Conditions and Limitations**

12.2.4.1 ***

12.2.4.2 ***

12.2.4.3 ***

12.2.4.4 ***

12.2.4.5 ***

12.3 Supplier Warranties and Service Life Policies

12.3.1 **Definitions**

12.3.1.1 ***

12.3.1.2 ***

12.3.1.3 ***

12.3.2 **Supplier's Default**

12.3.2.1 ***

12.3.2.2 ***

12.3.2.3 ***

12.4 ***

12.4.1 ***

12.4.2 ***

12.4.3 ***

12.4.4 ***

12.4.5 **General**

12.4.5.1 ***

12.4.5.2 ***

12.4.5.3 ***

12.5 ***

12.6 ***

12.7 ***

(i) ***

12.8 Disclosure to Third Party Entity

12.9 ***

13 INTELLECTUAL PROPERTY RIGHTS INDEMNITY

13.1 Indemnity

13.1.1 ***

13.1.2 ***

13.1.3 ***

13.2 Administration of Intellectual Property Rights Claims

13.2.1 If the Buyer receives a written claim or a suit is threatened or commenced against the Buyer or any of its Affiliates for infringement of Intellectual Property Rights referred to in Clause 13.1, the Buyer shall:

(i) ***

13.2.2 ***

13.2.3 ***

14 TECHNICAL DATA AND SOFTWARE SERVICES

14.1 Buyer's access to Technical Data

This Clause 14 covers the terms and conditions for the supply of Technical Data.

14.2 Supply

14.2.1 All Technical Data shall be available on-line through AirbusWorld, access to which is subject to the GTC. ***.

14.2.2 ***

14.2.3 ***.

14.2.4 ***.

14.2.5 ***

14.2.6 ***

14.2.7 ***

14.3 Integration of Equipment Data

14.3.1 Supplier Equipment

14.3.2 ***

14.3.2.1 ***.

14.3.2.2 ***

14.3.2.3 ***

14.3.2.4 ***

14.4 Service Bulletins (SB) Incorporation

Subject to the Buyer or its Affiliate informing the Seller that it has implemented each Seller SB on each Aircraft (the "**SB Report**"), the Seller shall incorporate the information relative to such Seller SB into the Customised Technical Data applicable to such Aircraft.

14.5 Technical Data Familiarization

Upon request by the Buyer, the Seller shall provide (***) Technical Data familiarization training (***). The basic familiarization course is tailored for maintenance and engineering personnel.

14.6 Customer Originated Changes (COC)

The incorporation of any COC Data shall be performed under the methods and tools for achieving such introduction and the conditions specified in the Seller's then current Customer Services Catalogue.

14.7 Waiver, Release and Renunciation

14.8 Proprietary Rights

14.8.1 ***

14.8.2 ***

14.9 Future Developments

The Seller continuously monitors technological developments and applies them to Technical Data, document and information systems' functionalities, production and methods of transmission.

The Seller shall implement and the Buyer shall accept such new developments, it being understood that the Buyer shall be informed in due time by the Seller of such new developments and their application and of the date by which the same shall be implemented by the Seller.

14.10 Confidentiality

14.10.1 This Clause, the Technical Data and its content are designated as confidential.

14.10.2 ***

14.11 Transferability

15 SELLER REPRESENTATIVE SERVICES

The Seller shall provide at no charge to the Buyer the services described in this Clause 15 [***].

15.1 Seller Representatives

15.1.1 ***.

15.1.2 ***

15.1.3 ***

15.1.4 ***

15.1.5 ***.

15.1.6 ***

15.2 Buyer's Support

15.2.1 ***

15.2.2 ***.

15.2.3 ***.

15.3 Withdrawal of the Seller Representative

APPENDIX A TO CLAUSE 15

SELLER REPRESENTATIVE ALLOCATION

The Seller Representative allocation provided to the Buyer pursuant to Clause 15.1 is defined hereunder.

1. The Seller shall provide to the Buyer Seller Representative services [***].
2. ***

16. TRAINING SUPPORT AND SERVICES

16.1 General

16.1.1 This Clause 16 sets forth the terms and conditions for the supply of training support and services for the personnel of the Buyer's Affiliates to support the operation of the Aircraft and the Leased Aircraft.

16.1.2 ***

16.1.3 Scheduling of training courses covered in Appendix A shall be mutually agreed during a training conference (the "**Training Conference**") [***]. The training course timetable shall be agreed in writing between the parties following the Training Conference and shall be binding on the parties.

16.2 Training Location

16.2.1 The Seller shall provide training at its training center in Blagnac, France, and/or in Hamburg, Germany, or shall designate an affiliated training center in Miami, U.S.A., or Beijing, China (individually a "**Seller's Training Center**" and collectively the "**Seller's Training Centers**").

16.2.2 ***

16.2.3.1 ***.

16.2.3.2 ***.

16.3 Training Courses

16.3.1 Training courses shall be as described in the Seller's customer services catalogue (the "**Seller's Customer Services Catalogue**"). The Seller's Customer Services Catalogue also sets forth the minimum and maximum number of trainees per course.

16.3.2 ***

16.3.3 ***

16.3.4.1 ***

16.3.4.2 ***

16.3.5.1 ***

16.3.5.2 ***.

16.3.5.3 ***

16.3.5.4 ***

16.3.5.5 ***

16.3.5.6 ***

16.4 Prerequisites and Conditions

16.4.1 Training shall be conducted in English and all training aids used during such training shall be written in English using common aeronautical terminology.

16.4.2 The Buyer hereby acknowledges that all training courses conducted pursuant to this Clause 16 are "Standard Transition Training Courses" and not "Ab Initio Training Courses".

16.4.3 Trainees shall have the prerequisite knowledge and experience specified for each course in the Seller's Customer Services Catalogue.

16.4.4.1 The Buyer shall be responsible for the selection of the trainees and for any liability with respect to the entry knowledge level of the trainees.

16.4.4.2 The Seller reserves the right to verify the trainees' proficiency and previous professional experience.

16.4.4.3 The Seller shall provide to the Buyer during the Training Conference an "Airbus Pre-Training Survey" for completion by the Buyer for each trainee.

16.4.4.4 ***

16.4.5 The Seller shall in no case warrant or otherwise be held liable for any trainee's performance as a result of any training provided.

16.5 Logistics

16.5.1 Trainees

16.5.1.1 ***

16.5.1.2 ***

16.5.2 Training at External Location - Seller's Instructors

16.5.2.1.1 ***

16.5.2.1.2 ***

16.5.2.2 ***
—

16.5.2.3 ***
—

16.5.2.4 ***

16.5.3 Training Material and Equipment Availability - Training at External Location

Training material and equipment necessary for course performance at any location other than the Seller's Training Centers or the facilities of a training provider selected by the Seller shall be provided by the Buyer [***].

16.6 Flight Operations Training

16.6.1 Flight Crew Training Course

16.6.2 Flight Crew Line Initial Operating Experience

16.6.3 Type Specific Cabin Crew Training Course

16.6.4 Training on Aircraft

16.7 Performance / Operations Courses

16.8 Maintenance Training

16.8.1

16.8.2 Practical Training on Aircraft

16.9 Supplier and Propulsion Systems Manufacturer Training

Upon the Buyer's request, the Seller shall ensure that the major Suppliers and the applicable Propulsion Systems Manufacturer provide to the Buyer the list of the maintenance and overhaul training courses provided by major Suppliers and the applicable Propulsion Systems Manufacturer on their respective products.

16.10 Proprietary Rights

All proprietary rights, including but not limited to patent, design and copyrights, relating to the Seller's training data and documentation shall remain with the Seller and/or its Affiliates and/or its Suppliers, as the case may be.

These proprietary rights shall also apply to any translation into a language or languages or media that may have been performed or caused to be performed by the Buyer.

16.11 Confidentiality

The Seller's training data and documentation are designated as confidential and as such are provided to the Buyer or the Buyer's Affiliate(s) for the sole

use of the Buyer or Buyer's Affiliate(s), for training of its own personnel, who undertakes not to disclose the content thereof in whole or in part, to any third party without the prior written consent of the Seller, save as permitted herein or otherwise pursuant to any government or legal requirement imposed upon the Buyer or the Buyer's Affiliate(s).

In the event of the Seller having authorized the disclosure of any training data and documentation to third parties either under this Agreement or by an express prior written authorization, the Buyer or the Buyer's Affiliate(s) shall cause such third party to agree to be bound by the same conditions and restrictions as the Buyer or Buyer's Affiliate(s) with respect to the disclosed training data and documentation and to use such training data and documentation solely for the purpose for which they are provided.

16.12 Transferability

16.13

APPENDIX A TO CLAUSE 16
TRAINING ALLOWANCE

17 EQUIPMENT SUPPLIER PRODUCT SUPPORT

17.1 Equipment Supplier Product Support Agreements

17.1.1 ***.

17.1.2 These agreements are based on the "**World Airlines Suppliers Guide**", are made available to the Buyer through the SPSA Application, accessible through AirbusWorld, and include Supplier commitments contained in the "**Supplier Product Support Agreements**", as defined in Clause 12.3.1.3, which include the following provisions:

17.1.2.1 ***;

17.1.2.2 ***

17.1.2.3 ***

17.1.2.4 ***

17.1.2.5 ***; and

17.1.2.6 ***

17.2 ***

17.3 ***

17.4 Familiarization Training

Upon the Buyer's request, the Seller shall provide the Buyer with Supplier Product Support Agreements familiarization training at the Seller's facilities in Blagnac, France. An on-line training module shall be further available through AirbusWorld, [***].

18 BUYER FURNISHED EQUIPMENT

18.1 ***

18.1.1.1 ***

18.1.1.2 ***

18.1.2.1 ***

18.1.2.2 ***

18.1.3 ***

18.1.4 ***

18.2 Applicable Requirements

18.3 ***

18.3.1 ***

18.3.2 ***

18.4 ***

18.5 ***

18.5.1 ***

18.5.2 ***

19 INDEMNIFICATION AND INSURANCE

19.1 Indemnities Relating to Inspection, Technical Acceptance Process and Ground Training

19.1.1 ***

19.1.2 ***

19.2 Indemnities Relating to Training on Aircraft after Delivery

19.2.1 ***

19.2.2 ***

19.3 Indemnities relating to Seller Representative Services

19.3.1 ***

19.3.2 ***

19.4 ***

19.5 Notice of Claims

If any claim is made or suit is brought against either Party ("**Party A**") (or its respective directors, officers, agents, employees, affiliates and sub-contractors) for damages for which liability has been assumed by the other Party ("**Party B**") in accordance with the provisions of this Agreement, Party A shall promptly give notice to Party B, and Party B shall (unless otherwise requested by Party A, in which case Party B nevertheless shall have the right to) assume and conduct the defence thereof, or effect any settlement which it, in its opinion, deems proper.

20 TERMINATION

20.1 Termination Events

20.1.1 Each of the following will constitute a "**Termination Event**" under this Agreement and immediately upon the occurrence of a Termination Event, the Buyer will notify the Seller of such occurrence in writing provided, however, that any failure by the Buyer to notify the Seller will not prejudice the Seller's rights hereunder:

- (1) ***
- (2) ***
- (3) ***
- (4) ***
- (5) ***
- (6) ***
- (7) ***
- (8) ***
- (9) ***
- (10) ***

20.1.2 ***

20.2.1 ***

20.2.2 ***

21 ASSIGNMENTS AND TRANSFERS

21.1 Assignments by Buyer

Except as hereinafter provided, the Buyer may not sell, assign, novate or transfer its rights and obligations under this Agreement to any person other [***] without the prior written consent of the Seller [***].

21.1.1 ***

21.1.2 ***

21.1.3 ***

21.2 ***

21.2.1 ***

22 MISCELLANEOUS PROVISIONS

22.1 Data Retrieval

On the Seller's reasonable request, the Buyer shall provide the Seller with all the necessary data, as customarily compiled by the Buyer and pertaining to the operation of the Aircraft, to assist the Seller in making an efficient and coordinated survey of all reliability, maintenance, operational and cost data with a view to monitoring the efficient and cost effective operations of the Airbus fleet worldwide.

22.2 Notices

22.2.1 Any notice or request to be made under or in connection with this Agreement (a “**Notice**”) shall be in the English language in writing and shall be given:

a) ***

22.2.2 Any Notice given by a Party to the other Party shall only be effective:

a) ***

22.2.3 If any Notice is delivered in accordance with Clause 22.2.2 above:

22.2.4 The address, email address and facsimile number of each Party for any Notice to be given under or in connection with this Agreement is:

or such other address or such other person as the Party receiving the notice or request may notify the other Party in accordance with this Clause from time to time.

22.3 Waiver

The failure of either Party to enforce at any time any of the provisions of this Agreement, or to exercise any right herein provided, or to require at any time performance by the other Party of any of the provisions hereof, shall in no way be construed to be a present or future waiver of such provisions nor in any way to affect the validity of this Agreement or any part thereof or the right of the other Party thereafter to enforce each and every such provision. The express waiver (whether made one (1) or several times) by either Party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

22.4 Law and Jurisdiction

22.4.1 This Agreement shall be governed by and construed in accordance with the laws of England [***].

22.4.2 [***].

22.5 Contracts (Rights of Third Parties) Act 1999

22.6 International Supply Contract

22.7 Severability

In the event that any provision of this Agreement should for any reason be held ineffective, the remainder of this Agreement shall remain in full force and effect. To the extent permitted by applicable law, each Party hereto hereby waives any provision of law, which renders any provision of this Agreement prohibited or unenforceable in any respect.

22.8 Entire Agreement

Except as otherwise provided by the terms and conditions hereof, this Agreement (together with its letter agreements) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any previous understandings, commitments or representations whatsoever oral or written in respect thereto. This Agreement shall not be varied except by an instrument in writing of date even herewith or subsequent hereto executed by both Parties or by their duly authorised representatives.

22.9 Language

All correspondence, documents and any other written matters in connection with this Agreement shall be in English.

22.10 Counterparts

This Agreement has been executed in two (2) original copies.

Notwithstanding the above, this Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same Agreement.

22.11 Inconsistencies

In the event of any inconsistency between the terms of this Agreement and the terms contained in either (i) the Specification, or (ii) any other Exhibit, in each such case the terms of this Agreement shall prevail over the terms of the Specification or any other Exhibit. For the purpose of this Clause 22.11, the term Agreement shall not include the Specification or any other Exhibit hereto.

22.12 Confidentiality

This Agreement including any Exhibits, other documents or data exchanged between the Buyer and the Seller for the fulfilment of their respective obligations under the Agreement shall be treated by both Parties as confidential and shall not be released in whole or in part to any third party except as may be required by law, or to professional advisors for the purpose of implementation hereof or, to the Buyer's Affiliates.

In particular, both Parties agree:

- 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 hereto.
- that any and all terms and conditions of the transaction contemplated in this Agreement are strictly personal and exclusive to the Buyer, including in particular, but not limited to, the Aircraft pricing (the “**Personal Information**”). The Buyer therefore agrees to enter into consultations with the Seller reasonably in advance of any required disclosure of Personal Information to financial institutions, including operating lessors, investment banks and their agents or other relevant institutions for aircraft sale and leaseback or any other Aircraft or Predelivery Payment financing purposes (the “**Receiving Party**”).

Without prejudice to the foregoing, any disclosure of Personal Information to a Receiving Party shall be subject to written agreement between the Buyer and the Seller, including in particular, but not limited to:

- (i) the contact details of the Receiving Party,
- (ii) the extent of the Personal Information subject to disclosure,
- (iii) the Aircraft pricing to be provided to the Receiving Party.

Furthermore, the Buyer shall use its reasonable efforts to limit the disclosure of the contents of this Agreement to the extent legally permissible in any filing required to be made by the Buyer with any governmental or regulatory agency. The Buyer agrees that prior to any such disclosure or filing, the Seller and the Buyer shall consult on the content, extent and method of disclosure or filing.

The provisions of this Clause 22.12 shall survive any termination of this Agreement for a period of five (5) years.

22.13 Data Protection

22.14 Survival of obligations

On termination or cancellation of this Agreement in accordance with the provisions contained herein, this Agreement will immediately cease to have any further force and effect [***]

23 COMPLIANCE, SANCTIONS AND EXPORT CONTROL

23.1 Compliance

Each Party shall, at its own cost, comply, and shall ensure that its Affiliates comply, with any Applicable Legislation and with its obligations under this Clause 23.

The Buyer shall provide to the Seller any information that the Seller may reasonably request in writing from time to time in order to comply with the KYC Procedures (including information relating to the Buyer's corporate structure and ultimate beneficial ownership, and the Buyer's sources of financing).

Each Party hereby represents and warrants to the other that neither it nor any of its Affiliates (or any person associated with such Party or such Affiliate) has, as at the date of this Agreement, paid, given, offered or received or agreed to pay, give, offer or receive any improper or illegal benefit (including in the form of any fee, commission, payment, salary, sponsorship, gift or other consideration) to and/or from any natural or legal person in connection with the entering into or the performance of this Agreement (an "**Improper Benefit**").

Each Party undertakes that it will not pay, give, offer or receive or agree to pay, give, offer or receive any Improper Benefit.

The Parties hereby agree that if, in relation to this Agreement, a Party is found guilty of, or admits to, or enters into a settlement relating to, in each case, granting or receiving an Improper Benefit further to legal proceedings under any Applicable Legislation in respect of an Improper Benefit, the other Party may terminate all or part of this Agreement without any liability towards the first Party.

23.2 Sanctions and Export Control

Each Party represents to the other as at the date of this Agreement that neither it nor any of its Affiliates is a Sanctioned Person and undertakes at all times to conduct its business in compliance with all applicable Sanctions and Export Control Laws.

23.3 Sanctions - No re-export to Russia / Belarus

[***] for as long as Article 12g of Council Regulation (EU) No. 833/2014 or Regulation (EU) 2024/1865 (collectively, the "**Regulations**") remains in full force and effect:

a) ***

23.4 Buyer's Account for Payments by Buyer

The Buyer shall pay the Predelivery Payments, the Balance of Final Price and any other amount owed by the Buyer to the Seller hereunder by arranging payment:

(a) from the following account of the Buyer; or

(b) ***

(c) ***

(the "**Buyer's Account**").

IN WITNESS WHEREOF this Agreement was entered into the day and year first above written.

Agreed and accepted

Agreed and accepted

For and on behalf of

For and on behalf of

**CATHAY PACIFIC AIRCRAFT
SERVICES LIMITED**

AIRBUS S.A.S.

By:

By:

Its:

Its:

EXHIBIT A
SPECIFICATION

The A330 Standard Specification is contained in a separate folder and has been provided to the Buyer before the date of this Agreement.

APPENDIX 1 to EXHIBIT A

[*]**

EXHIBIT B

B-1: FORM OF A SPECIFICATION CHANGE NOTICE

B-2: FORM OF A MANUFACTURER'S SPECIFICATION CHANGE NOTICE

EXHIBIT B-1: FORM OF A SPECIFICATION CHANGE NOTICE

AIRBUS SPECIFICATION CHANGE NOTICE (SCN)	For SCN Number Issue Dated Page						
<p>Title :</p> <p>Description :</p> <p>Effect on weight :</p> <ul style="list-style-type: none">• Manufacturer's Weight Empty change :• Operational Weight Empty change :• Allowable Payload change : <p>Remarks / References</p> <p>Specification changed by this SCN</p> <p>This SCN requires prior or concurrent acceptance of the following SCN (s):</p>							
<p>Price per aircraft</p> <p>US DOLLARS: AT DELIVERY CONDITIONS:</p> <p>This change will be effective on _____ AIRCRAFT N° _____ and subsequent.</p> <p>Provided approval is received by</p> <table border="0" style="width: 100%;"><tr><td style="width: 50%;">Buyer approval</td><td style="width: 50%;">Seller approval</td></tr><tr><td>By :</td><td>By :</td></tr><tr><td>Date :</td><td>Date :</td></tr></table>		Buyer approval	Seller approval	By :	By :	Date :	Date :
Buyer approval	Seller approval						
By :	By :						
Date :	Date :						

AIRBUS

SPECIFICATION CHANGE NOTICE

(SCN)

For

SCN Number

Issue

Dated

Page

Specification repercussion:

After contractual agreement with respect to weight, performance, delivery, etc, the indicated part of the specification wording will read as follows:

AIRBUS

SPECIFICATION CHANGE NOTICE

(SCN)

For

SCN Number

Issue

Dated

Page

Title :

Description :

Effect on weight :

- Manufacturer's Weight Empty change :
- Operational Weight Empty change :
- Allowable Payload change :

Remarks / References

Specification changed by this SCN

This SCN requires prior or concurrent acceptance of the following SCN (s):

Price per aircraft

US DOLLARS:

AT DELIVERY CONDITIONS:

This change will be effective on _____ AIRCRAFT N° _____ and subsequent.

Provided approval is received by

Buyer approval

Seller approval

By :

By :

Date :

Date :

AIRBUS

SPECIFICATION CHANGE NOTICE

(SCN)

For

SCN Number

Issue

Dated

Page

Specification repercussion:

After contractual agreement with respect to weight, performance, delivery, etc, the indicated part of the specification wording will read as follows:

AIRBUS

MANUFACTURER'S SPECIFICATION CHANGE NOTICE

(MSCN)

For

MSCN Number

Issue

Dated

Page

Specification repercussion:

After contractual agreement with respect to weight, performance, delivery, etc, the indicated part of the specification wording will read as follows:

AIRBUS

**MANUFACTURER'S SPECIFICATION
CHANGE NOTICE**

(MSCN)

For

MSCN Number

Issue

Dated

Page

Scope of change (FOR INFORMATION ONLY)

EXHIBIT C

PRICE REVISION FORMULA

AIRBUS PRICE REVISION FORMULA

1 BASE PRICE

The Aircraft Base Price quoted in Clause 3.1 of this Agreement, and all other amounts expressed in this Agreement as being subject to this Airbus Price Revision Formula (each a “**Base Price**”), 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

—

4 REVISION FORMULA

5 GENERAL PROVISIONS

5.1 Roundings

The Labor Index average and the Material Index average shall be computed to the first decimal. If the next succeeding place is five (5) or more, the preceding decimal place shall be raised to the next higher figure.

[***]

The Final Price shall be rounded to the nearest whole number (0.5 or more rounded to 1).

5.2 Substitution of Indexes for Airbus Price Revision Formula

If:

- (i) the U.S. Department of Labor substantially revises the methodology of calculation of the Labor Index or the Material Index as used in the Airbus Price Revision Formula, or
- (ii) the U.S. Department of Labor discontinues, either temporarily or permanently, such Labor Index or such Material Index, or
- (iii) the data samples used to calculate such Labor Index or such Material Index are substantially changed,

then the Seller shall select a substitute index for inclusion in the Airbus Price Revision Formula (the "**Substitute Index**").

The Substitute Index shall reflect as closely as possible the actual variance of the Labor Costs or of the material costs used in the calculation of the original Labor Index or Material Index as the case may be.

As a result of the selection of the Substitute Index, the Seller shall make an appropriate adjustment to the Airbus Price Revision Formula to combine the successive utilization of the original Labor Index or Material Index (as the case may be) and of the Substitute Index.

5.3 Final Index Values

The Index values as defined in Clause 4 above shall be considered final and no further adjustment to the Base Prices as revised at Delivery of an Aircraft shall be made after Delivery of an Aircraft for any subsequent changes in the published Index values.

5.4 Limitation

EXHIBIT D

FORM OF CERTIFICATE OF ACCEPTANCE

In accordance with the terms of the _____ purchase agreement dated _____ and entered into between _____ (the "**Customer**") and Airbus S.A.S., as amended and supplemented from time to time (the "**Purchase Agreement**"), the Technical Acceptance Process (as defined therein) relating to one Airbus A3__-__ aircraft bearing manufacturer's serial number _____ and registration mark _____ (the "**Aircraft**") has been conducted in [***].

In view of the Technical Acceptable Process having been carried out with satisfactory results, [_____ / the Customer], as agent of _____ (the "**Owner**") pursuant to the purchase agreement assignment dated the date hereof and entered into between the Customer and the Owner and the notice, acknowledgement and consent agreement relating thereto, dated the date hereof and entered into between the Customer, the Owner and Airbus S.A.S., hereby approves the Aircraft as being in conformity with the provisions of the Purchase Agreement and accepts the Aircraft for delivery in accordance with the provisions of the Purchase Agreement.

Such acceptance shall not impair the rights that may be derived from the warranties relating to the Aircraft set forth in the Purchase Agreement.

Any right at law or otherwise to revoke this acceptance of the Aircraft is hereby irrevocably waived.

IN WITNESS WHEREOF, [____ / the Customer], as agent of the Owner, has caused this instrument to be executed by its duly authorised representative this _____ day of _____ in [***].

[____ / **CUSTOMER**]

as agent of [Owner]

Name:

Title:

Signature:

EXHIBIT E

FORM OF BILL OF SALE (the "Bill of Sale")

Know all men by these presents that Airbus S.A.S., a Société par Actions Simplifiée existing under French law and having its principal office at 2, rond-point Emile Dewoitine, 31700 Blagnac, France (the "**Seller**") was, this ____ day of _____, the owner of the following airframe and all appliances, components, parts, instruments, accessories, furnishings, modules and other equipment of any nature, (excluding buyer furnished equipment [as set out in the schedule to the BFE Bill of Sale defined below (the "**BFE**")]) incorporated therein, installed thereon, attached or allocated thereto on the date hereof (the "**Airframe**"), and the [engines/propulsion systems] as specified below (the ["**Engines/Propulsion Systems**"]):

AIRFRAME:

AIRBUS Model A3__-__

[ENGINES/PROPULSION SYSTEMS]:

Model _____

MANUFACTURER'S SERIAL NUMBER: ENGINE SERIAL NUMBERS:

LH: _____ RH: _____

REGISTRATION MARK: _____

[and had such title to the BFE as was acquired by it from _____ pursuant to a bill of sale dated _____ (the "**BFE Bill of Sale**")].

The Airframe and the [Engines/Propulsion Systems] are hereafter together referred to as the "**Aircraft**".

The Seller did, on this ____ day of _____, sell, transfer and deliver all of its rights, title and interest in and to the Aircraft (with full title guarantee) [and the BFE, in each case] to the following entity, the said Aircraft [and the BFE] to be the property thereof:

[Insert Name of Buyer]

[Insert Address of Buyer]

(the "**Buyer**")

The Seller hereby warrants to the Buyer, its successors and assigns that (i) the Seller had good and lawful right to sell, deliver and transfer title to the Aircraft to the Buyer, (ii) there was conveyed to the Buyer good, legal and valid title to the Aircraft, free and clear of all liens, claims, charges, encumbrances and rights of others, [and] (iii) the Seller shall warrant and defend such title forever against all claims and demands whatsoever [and (iv) the Seller had such title to the BFE as it had acquired from _____ pursuant to the BFE Bill of Sale].

This Bill of Sale shall be governed by and construed in accordance with the laws of England.

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed by its duly authorised representative this ____ day of _____ in [Blagnac, France/or Hamburg, Germany].

AIRBUS S.A.S.

Name:

Title:

Signature:

EXHIBIT F

SELLER SERVICE LIFE POLICY – LIST OF ITEMS

1 ***

1.1 ***

1.2 ***

 a) ***

1.3 ***

1.4 ***

2 ***

2.1 ***

2.2 ***

 a) ***

3 ***

3.1 ***

3.2 ***

4 EXCLUSIONS

EXHIBIT G

TECHNICAL DATA AND AVAILABILITY

1 LIST OF TECHNICAL DATA

The exhaustive list of Technical Data provided to the Buyer hereunder is available for the aircraft type delivered under this Agreement via AirbusWorld in the relevant section of the Customer Services Catalogue, under respectively:

- **“Digital Flight Operations Data Package”**;
- **“Maintenance Technical Data Package”**; and
- **“PEP Package”**.

2 SCHEDULE OF ACCESS TO TECHNICAL DATA

Access to the Technical Data shall be granted to the Buyer as follows:

- Airbus Generic Manuals and Envelope Manuals: one (1) year prior to the Scheduled Delivery Period of the Aircraft scheduled to be delivered first;
- Customised Technical Data: three (3) months before the Scheduled Delivery Period of the Aircraft scheduled to be delivered first (the first issue of the Customised Technical Data will reflect the configuration at the date of such issue and may not reflect the final configuration);
- the final issue of Aircraft Flight Manual (AFM) and the on-line access to the Aircraft mechanical drawings reflecting the structure of and the systems fitted on the Aircraft: at Delivery of each Aircraft;
- the weighing report at Delivery and its insertion by the Buyer into the Weight and Balance Manual (WBM) within one (1) month after Delivery of each Aircraft;
- the Electrical Load Analysis (ELA) in a format allowing further updating by the Buyer at Delivery of each Aircraft;
- the PEP Package: three (3) months prior to the Scheduled Delivery Period of the Aircraft scheduled to be delivered first;
- when applicable, preliminary Customised Technical Data for maintenance reflecting the Aircraft configuration as known at such time (subject to the Buyer's request, made no later than ten (10) months prior to the Scheduled Delivery Period of the Aircraft scheduled to be delivered first): six (6) months prior to the Scheduled Delivery Period of the Aircraft scheduled to be delivered first; and
- a preliminary Master Minimum Equipment List (MMEL): six (6) months prior to the Scheduled Delivery Period of the Aircraft scheduled to be delivered first.

EXHIBIT H
MATERIAL
SUPPLY AND SERVICES

1. GENERAL

1.1 Scope

1.1.1 ***

1.1.2 ***

1.1.3 ***

1.1.4 ***

1.2 Material Categories

1.2.1 ***

1.2.2 ***

1.3 Term

1.4 Airbus Material Centre

1.4.1 ***

1.4.2 ***

1.4.3 ***

1.5 Customer Order Desk

1.6 Material and Logistics Support Representative

1.7 Agreements of the Buyer

1.7.1 ***

1.7.2 ***

1.7.3 ***

1.7.4 ***

1.7.5 ***

1.7.6 ***

1.7.7 ***

2. INITIAL PROVISIONING

2.1 ***

2.2 Pre-Provisioning Meeting

2.2.1 ***

2.2.2 ***

2.3 Initial Provisioning Conference

2.4 Provisioning Data

2.4.1 ***

2.4.2 Supplier-Supplied Data

2.4.3 Supplementary Data

2.5 Commercial Offer

2.6 Delivery of Initial Provisioning Material

2.6.1 ***

2.6.2 ***

2.7 Buy-Back Period and Buy-Back of Initial Provisioning Surplus Material

a) ***

3. OTHER MATERIAL SUPPORT

3.1 Replenishment and Delivery

3.1.1 General

3.1.2 Lead times

3.1.2.1 ***

3.1.2.2 ***

3.1.3 Expedite Service

3.1.3.1 ***

3.1.3.2 ***

3.1.4 Delivery Status

3.1.5 Shortages, Overshipments, Non-Conformity in Orders

3.1.5.1 ***

3.1.5.2 ***

3.1.6 Delivery Terms

3.1.7 Packaging

3.1.8 Cessation of Deliveries

3.2 Seller Parts Leasing

3.3 Tools and Ground Support Equipment

3.4 Seller Parts Repair

4 WARRANTIES

4.1 Seller Parts

4.1.1 Warranty Period

4.1.1.1 ***

4.1.1.2 ***

4.1.2 Buyer's Remedy and Seller's Obligation

4.2 Supplier Parts

4.3 Waiver, Release and Renunciation

5. COMMERCIAL CONDITIONS

5.1 Price

5.1.1 ***

5.1.2 ***

5.1.3

(i) .

5.2 Payment Procedures and Conditions

5.2.1 ***

5.2.2 ***

5.2.3 ***

5.3 Title

6. *Intentionally left blank*

7. ***

7.1 ***

7.2 ***

8. INCONSISTENCY

EXHIBIT I

LICENSES AND ON LINE SERVICES

- Part 1 END-USER LICENSE AGREEMENT FOR AIRBUS SOFTWARE**
- Part 2 GENERAL TERMS AND CONDITIONS OF ACCESS TO AND USE OF AIRBUSWORLD**
- Part 3 END-USER SUBLICENSE AGREEMENT FOR SUPPLIER SOFTWARE**

PART 1

END-USER LICENSE AGREEMENT FOR AIRBUS SOFTWARE

1 DEFINITIONS

2 LICENSE

3 ASSIGNMENT AND DELEGATION

3.1 Assignment

3.1.1 On Board Certified Software

3.1.2 Software Products

3.3 Delegation

4 COPIES

5 TERM

5.1 On Board Certified Software

5.2 Software Products

6 CONDITIONS OF USE

The Airbus Software shall only be used for the Permitted Purpose.

The Licensee shall be responsible for, and agrees to be careful in the use of, all outputs and results derived from the operation of the Airbus Software [***].

a) ***

7 TRAINING

In addition to the User Guide provided with the Airbus Software, training and other assistance may be provided upon the Licensee's request, subject to the conditions set forth in the Agreement.

8 PROPRIETARY RIGHTS - RIGHT TO CORRECT AND MODIFY

8.1 The Airbus Software is proprietary to the Licensor or the Licensor has acquired the intellectual property rights necessary to grant this Software License. The copyright and all other proprietary rights in the Airbus Software are and shall remain the property of the Licensor.

8.2 ***

9 INTELLECTUAL PROPERTY RIGHTS INDEMNITY

9.1 Indemnity

9.1.1 ***

9.1.2 ***

9.2 Administration of Intellectual Property Rights Claims

9.2.1 ***

9.2.2 ***

10 CONFIDENTIALITY

The Airbus Software, this Software License and their contents are designated as confidential. [***]

The obligations of the Licensee to maintain confidentiality shall survive the termination of this Software License [***].

11 ACCEPTANCE

12 WARRANTY

12.1 On Board Certified Software

12.2 Software Products

12.3 ***

12.4 Waiver, release and renunciation

13 ***

14 ***

14.1 ***

14.2 ***

15 TERMINATION

In the event of breach of an obligation set forth in this Software License by either the Licensor or the Licensee or failure to comply with the commercial conditions applicable to Airbus Software as set forth in the Agreement, [***], the non-breaching party shall be entitled to terminate this Software License.

16 GENERAL PROVISIONS

16.1 ***

16.2 ***

PART 2

AIRBUS

GENERAL TERMS AND CONDITIONS

OF

ACCESS TO

AND

USE OF

AIRBUSWORLD

*This document and all information contained herein is the sole property of AIRBUS S.A.S. [***] This document and its content shall not be used for any purpose other than that for which it is supplied.*

Preamble

For the sole purposes of the General Terms and Conditions of Access to and Use of AirbusWorld (the “GTC”), the Buyer and the Seller hereby agree that in such GTC:

“The Seller” shall be referred to as AIRBUS S.A.S.,

“The Buyer” and the "Buyer's Affiliates" shall be collectively referred to as “the Company”,

GENERAL TERMS AND CONDITIONS OF ACCESS TO AND USE OF AIRBUSWORLD

ARTICLE 1: DEFINITIONS

Administrator(s)	***
Agreement	***
AIRBUS S.A.S.	***
AIRBUS	***
AIRBUS Data	***
AW	***
Company Data	***
Contracts	***
Data	***
Databases	***
Designated Users	

Identification Codes	***
Party or Parties	***
Personal Data	***
Services	***

System	
User Documentation	***

ARTICLE 2: PURPOSE / CONTRACTUAL DOCUMENTS

- 2.1 The purpose of these General Terms and Conditions is to define the terms and conditions under which AIRBUS S.A.S. authorizes the Company to access and use AW and to benefit from some of the Services offered through the latter.
- 2.2 Access to and use of certain Services may be subject to acceptance by the Company of Specific Terms and Conditions.
- 2.3 ***.
- 2.4 ***
- 2.5 ***.

ARTICLE 3: EXTENT OF ACCESS TO AND USE OF AW

- 3.1 ***
- 3.2 ***
- 3.3 ***.

ARTICLE 4: ADMINISTRATORS AND DESIGNATED USERS

- 4.1 ***.
- 4.2 ***.
- 4.3 ***
- 4.4 ***.
- 4.5 ***.
- 4.6 ***.
- (l) ***.
- 4.7 ***.
- 4.8 ***.

***ARTICLE 5: ACCESS REQUIREMENTS

- 5.1 ***.
- 5.2 ***.
- 5.3 ***.

ARTICLE 6: CHARACTERISTICS AND AVAILABILITY OF AW

- 6.1 ***.
- 6.2 ***
- 6.3 ***.

6.4 ***.

ARTICLE 7: CONFIDENTIALITY

7.1 ***.

7.2 ***.

ARTICLE 8: EXCHANGE OF DATA

8.1 ***

8.2 The Company shall have the right to access to and use the AIRBUS Data, and AIRBUS shall have the right to access to and use the Company Data, solely to the extent defined in the Agreement and/or the Contracts.

8.3 ***.

8.4 ***.

8.5 ***.

8.6 ***.

8.7 ***.

8.8 ***.

ARTICLE 9: PRIVACY

9.1 Each party shall comply at all times with its obligations under all local data protection laws and regulations in relation to all Personal Data provided to it by the other party in connection with this Agreement or a Contract and shall inform the other party of any information system evolution which could affect such obligations.

9.2 ***.

9.3 ***

9.4 ***.

9.5 Personal Data may be accessed by the Company, Administrators and/or Designated Users and, as the case may be, rectified upon written request to AIRBUS S.A.S., 2 Rond-Point Emile Dewoitine, 31700 Blagnac, France.

9.6 ***.

ARTICLE 10: WARRANTY / LIABILITY

10.1 ***

10.2 ***.

10.3 ***.

10.4 ***.

10.5 ***.

ARTICLE 11: DURATION / TERMINATION

11.1 These General Terms and Conditions shall enter into force on the date of their execution by both Parties. The entry into force or termination of these General Terms and Conditions shall not interfere in any way with the term of any Contracts in force.

The duration of any other contractual document entered into by the Parties as part of the Agreement shall be provided in the corresponding document. [***].

***.

11.2 ***.

11.3 ***.

ARTICLE 12: MISCELLANEOUS

AIRBUS S.A.S. is entitled to assign all or part of its rights and/or obligations under the Agreement to any legal entity controlled by AIRBUS S.A.S..

***.

The Agreement shall not be modified except through a written amendment signed by the duly authorized representatives of both Parties.

This Agreement constitutes the entire agreement between the parties in relation to the use of AW, the System, the Data and the Databases. [***].

ARTICLE 13: LAW – JURISDICTION

This Agreement is governed by and shall be construed in accordance with the laws of England and the exclusive jurisdiction for any dispute arising out of or in connection with its existence, validity, interpretation or execution shall be given to the Courts of England, [***]

PART 3

END-USER SUBLICENSE AGREEMENT FOR SUPPLIER SOFTWARE

1 DEFINITIONS

For the purposes of this end-user sublicense agreement for Supplier Software (the “**Software Sublicense**”) the following definitions shall apply:

“**Agreement**” means the Purchase Agreement of even date herewith covering the purchase and sale of the Aircraft subject thereof.

“**Aircraft**” means, individually or collectively, the Aircraft subject of the Agreement.

“**Composite Work**” means the package composed of various elements, such as database(s), software or data, and which necessitates the use of the Supplier Software.

“**Permitted Purpose**” means use of the Supplier Software by the Sublicensee for its own internal business needs, solely in conjunction with the Aircraft and in particular pertaining to (i) operation of the Aircraft; (ii) on ground operational support of the Aircraft; or (iii) related authorized customization of software.

“**Sublicensee**” means the Buyer or the relevant Buyer’s Affiliates under the Agreement.

“**Sublicensor**” means the Seller under the Agreement as authorized by the Supplier to sublicense the Supplier Software to the operators of Airbus aircraft.

“**Supplier**” means each of the Sublicensor’s suppliers owning the intellectual property rights in the corresponding Supplier Software (or holding the right to authorize the Sublicensor to sublicense such Supplier Software) and having granted to the Sublicensor the right to sublicense such Supplier Software.

“**Supplier Product Support Agreement**” shall have the meaning set forth in Clause 12.3.1.3 of the Agreement.

“**Supplier Software**” [***].

“**Update(s)**” means any update(s) or replacement(s) to the Supplier Software licensed hereunder, which the Sublicensor or the Supplier, at their discretion, make generally available to the Sublicensee.

“**User Guide**” means the documentation, which may be in electronic format, designed to assist the Sublicensee in using the Supplier Software.

Capitalized terms used herein and not otherwise defined in this Software Sublicense shall have the meaning assigned thereto in the Agreement.

2 LICENSE

3 ASSIGNMENT AND DELEGATION

3.1 Assignment

3.2 Delegation

4 COPIES

Use of the Supplier Software is limited to the number of copies delivered by the Sublicensor to the Sublicensee and to the medium on which the Supplier Software is delivered. [***].

5 TERM

6 CONDITIONS OF USE

The Supplier Software shall only be used for the Permitted Purpose.

7 TRAINING

8 PROPRIETARY RIGHTS - RIGHT TO CORRECT AND MODIFY

8.1 ***

8.2 ***

9 INTELLECTUAL PROPERTY RIGHTS INDEMNITY

10 CONFIDENTIALITY

The Supplier Software, this Software Sub-license and their contents are designated as confidential. ***.

The obligations of the Sublicensee to maintain confidentiality shall survive the termination of this Software Sublicense [***].

11 ACCEPTANCE

Supplier Software shall be accepted as part of the Technical Acceptance Process set out in Clause 8 of the Agreement.

12 WARRANTY

13 LIABILITY

14 EXCUSABLE DELAYS

14.1 ***.

14.2 ***.

15 **TERMINATION**

***.

***.

***.

16 **GENERAL PROVISIONS**

16.1 This Software Sublicense is an Exhibit to the Agreement and integrally forms part thereof. As a result, any non-conflicting terms of the Agreement are deemed incorporated herein to the extent they are relevant in the context of this Software Sublicense.

16.2 In the event of any inconsistency or discrepancy between any term of this Software Sublicense and any term of the Agreement (including any Appendix or other Exhibits thereto), the terms of this Software Sublicense shall take precedence over the conflicting terms of the Agreement to the extent necessary to resolve such inconsistency or discrepancy.

16.3 ***

Letter Agreement 1

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED

Fort Anne, South Quay
Douglas
Isle of Man
IM1 5PD

Date: 7 August 2024

Subject: * applicable to A330 Aircraft**

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED (the "**Buyer**") and AIRBUS S.A.S. (the "**Seller**") have entered into a A330neo purchase agreement dated as of even date herewith (the "**Agreement**").

This letter agreement (this "**Letter Agreement 1**") is entered into to supplement the terms of the Agreement.

Capitalised terms used herein and not otherwise defined in this Letter Agreement 1 shall have the meanings assigned thereto in the Agreement.

This Letter Agreement 1, upon execution thereof, shall constitute an integral, non-severable part of the Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Letter Agreement 1 and other Letter Agreements.

If there is any inconsistency between the terms of the Agreement and this Letter Agreement 1, the terms of this Letter Agreement 1 shall prevail to the extent of such inconsistency.

1. A330NEO ***

1.1 ***

1.2 ***

1.3 ***

1.4 ***

1.5 ***

1.6 ***

1.7 ***

1.8 ***

1.9 ***

1.10 ***

1.11 ***

1.12 ***

1.13 ***

1.14 ***

1.15 ***

1.16 ***

1.17 ***

1.18 ***

1.19 ***

1.20 ***

2. Miscellaneous

2.1 Except as set out in this Letter Agreement 1 and the other Letter Agreements dated on or around the same date as the Agreement, the Agreement shall remain unmodified and in full force and effect.

2.2 Except as otherwise expressly provided herein, this Letter Agreement 1 contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other prior understandings, commitments, agreements, representations

whatsoever, oral and written, and may not be varied except by an instrument in writing executed by the duly authorised representatives of both Parties.

- 2.3 Unless expressly provided in this Letter Agreement 1, the Parties do not intend that any term of this Letter Agreement 1 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 Letter Agreement 1.
- 2.4 ***
- 2.5 ***
- 2.6 If any provision of this Letter Agreement 1 is held to be unlawful or unenforceable, then the remainder of this Letter Agreement 1 shall remain in full force and effect.
- 2.7 No Party may amend or change this Letter Agreement 1 without the written consent of the other Party.
- 2.8 The provisions of Clause 22.12 (Confidentiality) of the Agreement shall apply to this Letter Agreement 1, mutatis mutandis, as if set out in full herein.
- 2.9 This Letter Agreement 1 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.
- 2.10 This Letter Agreement 1 shall be governed by and construed in accordance with the laws of England.
- 2.11 The provisions of Clause 22.4.2 of the Agreement shall apply to this Letter Agreement 1, mutatis mutandis, as if set out in full herein.

If the foregoing correctly sets forth our understanding, please execute two (2) originals in the space provided below and return one (1) original of this Letter Agreement 1 to the Seller.

Agreed and accepted

Agreed and accepted

For and on behalf of

For and on behalf of

**CATHAY PACIFIC AIRCRAFT
SERVICES LIMITED**

AIRBUS S.A.S.

By:

By:

Its:

Its:

Letter Agreement 2

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED

Fort Anne, South Quay
Douglas
Isle of Man
IM1 5PD

Date: 7 August 2024

Subject: Price Revision Conditions applicable to A330neo Aircraft

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED (the "**Buyer**") and AIRBUS S.A.S. (the "**Seller**") have entered into a A330neo purchase agreement dated as of even date herewith (the "**Agreement**").

This letter agreement (this "**Letter Agreement 2**") is entered into to supplement the terms of the Agreement.

Capitalised terms used herein and not otherwise defined in this Letter Agreement 2 shall have the meanings assigned thereto in the Agreement.

This Letter Agreement 2, upon execution thereof, shall constitute an integral, non-severable part of the Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Letter Agreement 2 and other Letter Agreements.

If there is any inconsistency between the terms of the Agreement and this Letter Agreement 2, the terms of this Letter Agreement 2 shall prevail to the extent of such inconsistency.

1. PRICE REVISION CONDITIONS

1.1 **

1.2 Definitions

The following definition shall be added in Clause 0.1 of the Agreement:

**

1.3 **

2 PRICE REVISION PROTECTION

**

2.1 **

2.2 **

2.3 **

2.4 **

2.6 **

3. Miscellaneous

3.1 Except as set out in this Letter Agreement 2 and the other Letter Agreements dated on or around the same date as the Agreement, the Agreement shall remain unmodified and in full force and effect.

3.2 Except as otherwise expressly provided herein, this Letter Agreement 2 contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other prior understandings, commitments, agreements, representations whatsoever, oral and written, and may not be varied except by an instrument in writing executed by the duly authorised representatives of both Parties.

3.3 Unless expressly provided in this Letter Agreement 2, the Parties do not intend that any term of this Letter Agreement 2 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 Letter Agreement 2.

3.4 **

3.5 **

3.6 If any provision of this Letter Agreement 2 is held to be unlawful or unenforceable, then the remainder of this Letter Agreement 2 shall remain in full force and effect.

3.7 No Party may amend or change this Letter Agreement 2 without the written consent of the other Party.

3.8 The provisions of Clause 22.12 (Confidentiality) of the Agreement shall apply to this Letter Agreement 2, mutatis mutandis, as if set out in full herein.

- 3.9 This Letter Agreement 2 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.
- 3.10 This Letter Agreement 2 shall be governed by and construed in accordance with the laws of England.
- 3.11 The provisions of Clause 22.4.2 of the Agreement shall apply to this Letter Agreement 2, mutatis mutandis, as if set out in full herein.

If the foregoing correctly sets forth our understanding, please execute two (2) originals in the space provided below and return one (1) original of this Letter Agreement 2 to the Seller.

Agreed and accepted

Agreed and accepted

For and on behalf of

For and on behalf of

**CATHAY PACIFIC AIRCRAFT
SERVICES LIMITED**

AIRBUS S.A.S.

By:

By:

Its:

Its:

Letter Agreement 3

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED

Fort Anne, South Quay
Douglas
Isle of Man
IM1 5PD

Date: 7 August 2024

Subject: ***

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED (the "**Buyer**") and AIRBUS S.A.S. (the "**Seller**") have entered into a A330neo purchase agreement dated as of even date herewith (the "**Agreement**").

This letter agreement (this "**Letter Agreement 3**") is entered into to supplement the terms of the Agreement.

Capitalised terms used herein and not otherwise defined in this Letter Agreement 3 shall have the meanings assigned thereto in the Agreement.

This Letter Agreement 3, upon execution thereof, shall constitute an integral, non-severable part of the Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Letter Agreement 3 and other Letter Agreements.

If there is any inconsistency between the terms of the Agreement and this Letter Agreement 3, the terms of this Letter Agreement 3 shall prevail to the extent of such inconsistency.

1. A330 ***

Subject to the terms and conditions of this Letter Agreement 3, [***].

2. ***

2.1 ***

2.2 ***

3. ***

3.1 ***

(a) ***

3.2 ***

3.3. ***

3.3.1 ***

3.3.2 ***

3.3.3 ***

3.3.4 ***

3.4 ***

4. ***

4.1 ***

4.2 ***

4.3 ***

4.4 ***

5. General Conditions [*]**

6. Technical Definition

7. ***

7.1 ***.

7.2 ***.

7.3 ***.

8. **Miscellaneous**

8.1 Except as set out in this Letter Agreement 3 and the other Letter Agreements dated on or around the same date as the Agreement, the Agreement shall remain unmodified and in full force and effect.

8.2 Except as otherwise expressly provided herein, this Letter Agreement 3 contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other prior understandings, commitments, agreements, representations whatsoever, oral and written, and may not be varied except by an instrument in writing executed by the duly authorised representatives of both Parties.

8.3 Unless expressly provided in this Letter Agreement 3, the Parties do not intend that any term of this Letter Agreement 3 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 Letter Agreement 3.

8.4 ***.

8.5 ***.

8.6 If any provision of this Letter Agreement 3 is held to be unlawful or unenforceable, then the remainder of this Letter Agreement 3 shall remain in full force and effect.

8.7 No Party may amend or change this Letter Agreement 3 without the written consent of the other Party.

8.8 The provisions of Clause 22.12 (Confidentiality) of the Agreement shall apply to this Letter Agreement 3, mutatis mutandis, as if set out in full herein.

8.9 This Letter Agreement 3 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.

8.10 This Letter Agreement 3 shall be governed by and construed in accordance with the laws of England.

8.11 The provisions of Clause 22.4.2 of the Agreement shall apply to this Letter Agreement 3, mutatis mutandis, as if set out in full herein.

If the foregoing correctly sets forth our understanding, please execute two (2) originals in the space provided below and return one (1) original of this Letter Agreement 3 to the Seller.

Agreed and accepted

Agreed and accepted

For and on behalf of

For and on behalf of

**CATHAY PACIFIC AIRCRAFT
SERVICES LIMITED**

AIRBUS S.A.S.

By:

By:

Its:

Its:

Letter Agreement 4

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED

Fort Anne, South Quay
Douglas
Isle of Man
IM1 5PD

Date: 7 August 2024

Subject: * A330 Aircraft – *****

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED (the "**Buyer**") and AIRBUS S.A.S. (the "**Seller**") have entered into a A330neo purchase agreement dated as of even date herewith (the "**Agreement**").

This letter agreement (this "**Letter Agreement 4**") is entered into to supplement the terms of the Agreement.

Capitalised terms used herein and not otherwise defined in this Letter Agreement 4 shall have the meanings assigned thereto in the Agreement.

This Letter Agreement 4, upon execution thereof, shall constitute an integral, non-severable part of the Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Letter Agreement 4 and other Letter Agreements.

If there is any inconsistency between the terms of the Agreement and this Letter Agreement 4, the terms of this Letter Agreement 4 shall prevail to the extent of such inconsistency.

1. ***

1.1 ***.

1.2 ***.

1.3 ***.

1.4 ***.

***.

1.5 ***.

1.6 ***.

1.7 ***.

1.8 ***.

2. ***

2.1 ***.

2.2 ***;

(a) ***.

2.3 ***.

3. ***

3.1 ***.

3.2. ***.

***.

3.3 ***.

3.4 ***.

3.5 ***.

4. Miscellaneous

4.1 Except as set out in this Letter Agreement 4 and the other Letter Agreements dated on or around the same date as the Agreement, the Agreement shall remain unmodified and in full force and effect.

4.2 Except as otherwise expressly provided herein, this Letter Agreement 4 contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other prior understandings, commitments, agreements, representations whatsoever, oral and written, and may not be varied except by an instrument in writing executed by the duly authorised representatives of both Parties.

- 4.3 Unless expressly provided in this Letter Agreement 4, the Parties do not intend that any term of this Letter Agreement 4 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 Letter Agreement 4.
- 4.4 ***.
- 4.5 ***.
- 4.6 If any provision of this Letter Agreement 4 is held to be unlawful or unenforceable, then the remainder of this Letter Agreement 4 shall remain in full force and effect.
- 4.7 No Party may amend or change this Letter Agreement 4 without the written consent of the other Party.
- 4.8 The provisions of Clause 22.12 (Confidentiality) of the Agreement shall apply to this Letter Agreement 4, mutatis mutandis, as if set out in full herein.
- 4.9 This Letter Agreement 4 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.
- 4.10 This Letter Agreement 4 shall be governed by and construed in accordance with the laws of England.
- 4.11 The provisions of Clause 22.4.2 of the Agreement shall apply to this Letter Agreement 4, mutatis mutandis, as if set out in full herein.

If the foregoing correctly sets forth our understanding, please execute two (2) originals in the space provided below and return one (1) original of this Letter Agreement 4 to the Seller.

Agreed and accepted

Agreed and accepted

For and on behalf of

For and on behalf of

**CATHAY PACIFIC AIRCRAFT
SERVICES LIMITED**

AIRBUS S.A.S.

By:

By:

Its:

Its:

Letter Agreement 5

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED

Fort Anne, South Quay
Douglas
Isle of Man
IM1 5PD

Date: 7 August 2024

Subject: A330neo Support Matters

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED (the "**Buyer**") and AIRBUS S.A.S. (the "**Seller**") have entered into a A330neo purchase agreement dated as of even date herewith (the "**Agreement**").

This letter agreement (this "**Letter Agreement 5**") is entered into to supplement the terms of the Agreement.

Capitalised terms used herein and not otherwise defined in this Letter Agreement 5 shall have the meanings assigned thereto in the Agreement.

This Letter Agreement 5, upon execution thereof, shall constitute an integral, non-severable part of the Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Letter Agreement 5 and other Letter Agreements.

If there is any inconsistency between the terms of the Agreement and this Letter Agreement 5, the terms of this Letter Agreement 5 shall prevail to the extent of such inconsistency.

1. [*] Support Services**

In addition to the support provided in the Agreement, [***]

Other services according to the Buyer's needs can be provided and customized accordingly.

2. ***

3. ***

Clauses 12.2.2 and 12.2.3 of the Agreement shall be deleted and replaced by the following Clauses:

QUOTE

UNQUOTE

4. Service Life Policy [*]**

5. ***

6. [*] Aircraft**

7. [*] Support**

The [***] the Agreement shall be deleted and replaced by the following:

QUOTE

UNQUOTE

8. ***

9. ***

10. ***

10. Miscellaneous

- 10.1 Except as set out in this Letter Agreement 5 and the other Letter Agreements dated on or around the same date as the Agreement, the Agreement shall remain unmodified and in full force and effect.
- 10.2 Except as otherwise expressly provided herein, this Letter Agreement 5 contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other prior understandings, commitments, agreements, representations whatsoever, oral and written, and may not be varied except by an instrument in writing executed by the duly authorised representatives of both Parties.
- 10.3 Unless expressly provided in this Letter Agreement 5, the Parties do not intend that any term of this Letter Agreement 5 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 Letter Agreement 5.
- 10.4 ***
- 10.5 ***
- 10.6 If any provision of this Letter Agreement 5 is held to be unlawful or unenforceable, then the remainder of this Letter Agreement 5 shall remain in full force and effect.
- 10.7 No Party may amend or change this Letter Agreement 5 without the written consent of the other Party.
- 10.8 The provisions of Clause 22.12 (Confidentiality) of the Agreement shall apply to this Letter Agreement 5, mutatis mutandis, as if set out in full herein.
- 10.9 This Letter Agreement 5 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.
- 10.10 This Letter Agreement 5 shall be governed by and construed in accordance with the laws of England.
- 10.11 The provisions of Clause 22.4.2 of the Agreement shall apply to this Letter Agreement 5, mutatis mutandis, as if set out in full herein.

If the foregoing correctly sets forth our understanding, please execute two (2) originals in the space provided below and return one (1) original of this Letter Agreement 5 to the Seller.

Agreed and accepted

Agreed and accepted

For and on behalf of

For and on behalf of

**CATHAY PACIFIC AIRCRAFT
SERVICES LIMITED**

AIRBUS S.A.S.

By:

By:

Its:

Its:

Letter Agreement 6

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED

Fort Anne, South Quay
Douglas
Isle of Man
IM1 5PD

Date: 7 August 2024

Subject: Predelivery Payments

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED (the "**Buyer**") and AIRBUS S.A.S. (the "**Seller**") have entered into a A330neo purchase agreement dated as of even date herewith (the "**Agreement**").

This letter agreement (this "**Letter Agreement 6**") is entered into to supplement the terms of the Agreement.

Capitalised terms used herein and not otherwise defined in this Letter Agreement 6 shall have the meanings assigned thereto in the Agreement.

This Letter Agreement 6, upon execution thereof, shall constitute an integral, non-severable part of the Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Letter Agreement 6 and other Letter Agreements.

If there is any inconsistency between the terms of the Agreement and this Letter Agreement 6, the terms of this Letter Agreement 6 shall prevail to the extent of such inconsistency.

- 2.2 Except as otherwise expressly provided herein, this Letter Agreement 6 contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other prior understandings, commitments, agreements, representations whatsoever, oral and written, and may not be varied except by an instrument in writing executed by the duly authorised representatives of both Parties.
- 2.3 Unless expressly provided in this Letter Agreement 6, the Parties do not intend that any term of this Letter Agreement 6 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 Letter Agreement 6.
- 2.4 ***.
- 2.5 ***.
- 2.6 If any provision of this Letter Agreement 6 is held to be unlawful or unenforceable, then the remainder of this Letter Agreement 6 shall remain in full force and effect.
- 2.7 No Party may amend or change this Letter Agreement 6 without the written consent of the other Party.
- 2.8 The provisions of Clause 22.12 (Confidentiality) of the Agreement shall apply to this Letter Agreement 6, mutatis mutandis, as if set out in full herein.
- 2.9 This Letter Agreement 6 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.
- 2.10 This Letter Agreement 6 shall be governed by and construed in accordance with the laws of England.
- 2.11 The provisions of Clause 22.4.2 of the Agreement shall apply to this Letter Agreement 6, mutatis mutandis, as if set out in full herein.

If the foregoing correctly sets forth our understanding, please execute two (2) originals in the space provided below and return one (1) original of this Letter Agreement 6 to the Seller.

Agreed and accepted

Agreed and accepted

For and on behalf of

For and on behalf of

**CATHAY PACIFIC AIRCRAFT
SERVICES LIMITED**

AIRBUS S.A.S.

By:

By:

Its:

Its:

Letter Agreement 7

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED

Fort Anne, South Quay
Douglas
Isle of Man
IM1 5PD

Date: 7 August 2024

Subject: Miscellaneous

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED (the "**Buyer**") and AIRBUS S.A.S. (the "**Seller**") have entered into a A330neo purchase agreement dated as of even date herewith (the "**Agreement**").

This letter agreement (this "**Letter Agreement 7**") is entered into to supplement the terms of the Agreement.

Capitalised terms used herein and not otherwise defined in this Letter Agreement 7 shall have the meanings assigned thereto in the Agreement.

This Letter Agreement 7, upon execution thereof, shall constitute an integral, non-severable part of the Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Letter Agreement 7 and other Letter Agreements.

If there is any inconsistency between the terms of the Agreement and this Letter Agreement 7, the terms of this Letter Agreement 7 shall prevail to the extent of such inconsistency.

1. ***

QUOTE

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10.1 ***

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10.3 ***

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11.1 ***

11.2 ***

11.3 ***

11.4 ***

11.5 ***

11.6 ***

11.7 ***

11.7.1 ***

11.7.2 ***

UNQUOTE

2. ***

3. ***

4. ***

QUOTE

22.5 ***

UNQUOTE

5. ***

6. Miscellaneous

6.1 Except as set out in this Letter Agreement 7 and the other Letter Agreements dated on or around the same date as the Agreement, the Agreement shall remain unmodified and in full force and effect.

- 6.2 Except as otherwise expressly provided herein, this Letter Agreement 7 contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other prior understandings, commitments, agreements, representations whatsoever, oral and written, and may not be varied except by an instrument in writing executed by the duly authorised representatives of both Parties.
- 6.3 Unless expressly provided in this Letter Agreement 7, the Parties do not intend that any term of this Letter Agreement 7 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 Letter Agreement 7.
- 6.4 ***
- 6.5 ***
- 6.6 If any provision of this Letter Agreement 7 is held to be unlawful or unenforceable, then the remainder of this Letter Agreement 7 shall remain in full force and effect.
- 6.7 No Party may amend or change this Letter Agreement 7 without the written consent of the other Party.
- 6.8 The provisions of Clause 22.12 (Confidentiality) of the Agreement shall apply to this Letter Agreement 7, mutatis mutandis, as if set out in full herein.
- 6.9 This Letter Agreement 7 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.
- 6.10 This Letter Agreement 7 shall be governed by and construed in accordance with the laws of England.
- 6.11 The provisions of Clause 22.4.2 of the Agreement shall apply to this Letter Agreement 7, mutatis mutandis, as if set out in full herein.

If the foregoing correctly sets forth our understanding, please execute two (2) originals in the space provided below and return one (1) original of this Letter Agreement 7 to the Seller.

Agreed and accepted

Agreed and accepted

For and on behalf of

For and on behalf of

**CATHAY PACIFIC AIRCRAFT
SERVICES LIMITED**

AIRBUS S.A.S.

By:

By:

Its:

Its:

Letter Agreement 8

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED

Fort Anne, South Quay
Douglas
Isle of Man
IM1 5PD

Date: 7 August 2024

Subject: * Guarantee**

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED (the "**Buyer**") and AIRBUS S.A.S. (the "**Seller**") have entered into a A330neo purchase agreement dated as of even date herewith (the "**Agreement**").

This letter agreement (this "**Letter Agreement 8**") is entered into to supplement the terms of the Agreement.

This Letter Agreement 8, upon execution thereof, shall constitute an integral, non-severable part of the Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Letter Agreement 8 and other Letter Agreements.

If there is any inconsistency between the terms of the Agreement and this Letter Agreement 8, the terms of this Letter Agreement 8 shall prevail to the extent of such inconsistency.

1 ***

1.1 ***

1.2 ***

1.2.1 Definitions

Capitalized terms used and not otherwise defined in this Letter Agreement 8 shall have the same meanings as in the Agreement.

The terms "herein", "hereof" and "hereunder" and words of similar import refer to this Letter Agreement 8.

In this Letter Agreement 8, the following words and expressions shall have the following respective meanings:

1.2.2 ***

1.2.3 ***

2. ***

3 MISCELLANEOUS

3.1 Except as set out in this Letter Agreement 8 and the other Letter Agreements dated on or around the same date as the Agreement, the Agreement shall remain unmodified and in full force and effect.

3.2 Except as otherwise expressly provided herein, this Letter Agreement 8 contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other prior understandings, commitments, agreements, representations whatsoever, oral and written, and may not be varied except by an instrument in writing executed by the duly authorised representatives of both Parties.

3.3 Unless expressly provided in this Letter Agreement 8, the Parties do not intend that any term of this Letter Agreement 8 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 Letter Agreement 8.

3.4 ***

3.5 ***

3.6 If any provision of this Letter Agreement 8 is held to be unlawful or unenforceable, then the remainder of this Letter Agreement 8 shall remain in full force and effect.

- 3.7 No Party may amend or change this Letter Agreement 8 without the written consent of the other Party.
- 3.8 The provisions of Clause 22.12 (Confidentiality) of the Agreement shall apply to this Letter Agreement 8, mutatis mutandis, as if set out in full herein.
- 3.9 This Letter Agreement 8 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.
- 3.10 This Letter Agreement 8 shall be governed by and construed in accordance with the laws of England.
- 3.11 The provisions of Clause 22.4.2 of the Agreement shall apply to this Letter Agreement 8, mutatis mutandis, as if set out in full herein.

If the foregoing correctly sets forth our understanding, please execute two (2) originals in the space provided below and return one (1) original of this Letter Agreement 8 to the Seller.

Agreed and accepted

Agreed and accepted

For and on behalf of

For and on behalf of

**CATHAY PACIFIC AIRCRAFT
SERVICES LIMITED**

AIRBUS S.A.S.

By:

By:

Its:

Its:

Letter Agreement 9

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED

Fort Anne, South Quay
Douglas
Isle of Man
IM1 5PD

Date: 7 August 2024

Subject: ***

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED (the "**Buyer**") and AIRBUS S.A.S. (the "**Seller**") have entered into a A330neo purchase agreement dated as of even date herewith (the "**Agreement**").

This letter agreement (this "**Letter Agreement 9**") is entered into to supplement the terms of the Agreement.

Capitalised terms used herein and not otherwise defined in this Letter Agreement 9 shall have the meanings assigned thereto in the Agreement. In this Letter Agreement 9, Airbus and Rolls-Royce plc. (and any of their respective subsidiaries, Affiliates or parent companies) shall collectively be referred to as the "**Manufacturers**".

This Letter Agreement 9, upon execution thereof, shall constitute an integral, non-severable part of the Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Letter Agreement 9 and other Letter Agreements.

If there is any inconsistency between the terms of the Agreement and this Letter Agreement 9, the terms of this Letter Agreement 9 shall prevail to the extent of such inconsistency.

GENERAL CONDITIONS OF *** SUPPORT

TERMS:

1. ***
2. ***
3. ***
4. ***
5. ***
6. ***
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- 26. ***
- 27. ***
- 28. ***
- 29. ***
- 30. ***
- 31. ***
- 32. ***
- 33. ***
- 34. ***
- 35. ***
- 36. ***

Exhibit A

***** Notice**

From: **CATHAY PACIFIC AIRCRAFT SERVICES LIMITED**
Fort Anne, South Quay
Douglas
Isle of Man
IM1 5PD

To: **AIRBUS S.A.S.**

Attention: **
Date: [●]

Dear Sirs

**

For and on behalf of
CATHAY PACIFIC AIRCRAFT SERVICES LIMITED

If the foregoing correctly sets forth our understanding, please execute two (2) originals in the space provided below and return one (1) original of this Letter Agreement 9 to the Seller.

Agreed and accepted

Agreed and accepted

For and on behalf of

For and on behalf of

**CATHAY PACIFIC AIRCRAFT
SERVICES LIMITED**

AIRBUS S.A.S.

By:

By:

Its:

Its:

Letter Agreement 10

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED

Fort Anne, South Quay
Douglas
Isle of Man
IM1 5PD

Date: 7 August 2024

Subject: European Export Credit Financing Support

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED (the "**Buyer**") and AIRBUS S.A.S. (the "**Seller**") have entered into a A330neo purchase agreement dated as of even date herewith (the "**Agreement**").

This letter agreement (this "**Letter Agreement 10**") is entered into to supplement the terms of the Agreement.

Capitalised terms used herein and not otherwise defined in this Letter Agreement 10 shall have the meanings assigned thereto in the Agreement.

This Letter Agreement 10, upon execution thereof, shall constitute an integral, non-severable part of the Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Letter Agreement 10 and other Letter Agreements.

If there is any inconsistency between the terms of the Agreement and this Letter Agreement 10, the terms of this Letter Agreement 10 shall prevail to the extent of such inconsistency.

1. ECA Financing Support

2. Miscellaneous

- 2.1 Except as set out in this Letter Agreement 10 and the other Letter Agreements dated on or around the same date as the Agreement, the Agreement shall remain unmodified and in full force and effect.
- 2.2 Except as otherwise expressly provided herein, this Letter Agreement 10 contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other prior understandings, commitments, agreements, representations whatsoever, oral and written, and may not be varied except by an instrument in writing executed by the duly authorised representatives of both Parties.
- 2.3 ***
- 2.4 ***
- 2.5 ***
- 2.6 If any provision of this Letter Agreement 10 is held to be unlawful or unenforceable, then the remainder of this Letter Agreement 10 shall remain in full force and effect.
- 2.7 No Party may amend or change this Letter Agreement 10 without the written consent of the other Party.
- 2.8 The provisions of Clause 22.12 (Confidentiality) of the Agreement shall apply to this Letter Agreement 10, mutatis mutandis, as if set out in full herein.
- 2.9 This Letter Agreement 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.
- 2.10 This Letter Agreement 10 shall be governed by and construed in accordance with the laws of England.
- 2.11 The provisions of Clause 22.4.2 of the Agreement shall apply to this Letter Agreement 10, mutatis mutandis, as if set out in full herein.

If the foregoing correctly sets forth our understanding, please execute two (2) originals in the space provided below and return one (1) original of this Letter Agreement 10 to the Seller.

Agreed and accepted

Agreed and accepted

For and on behalf of

For and on behalf of

**CATHAY PACIFIC AIRCRAFT
SERVICES LIMITED**

AIRBUS S.A.S.

By:

By:

Its:

Its:

APPENDIX A
ECA FINANCING

GENERAL TERMS AND CONDITIONS

Capitalized terms used herein and not otherwise defined in this Appendix shall have the meanings assigned thereto in the Agreement or as defined in the Sector Understanding on Export Credits for Civil Aircraft as entered into force on February 1, 2011 as may be further amended from time to time by the OECD (the “**ASU**”).

Unless otherwise stated or decided by the Export Credit Agencies in their sole discretion, the following general terms and conditions shall apply to the Facility:

1 Purpose and Amount

2 Participation and Currencies

The level of participation in the Facility from the British, French and German Export Credit Agency shall depend on the aircraft type and the Engine selected by the Buyer.

The Buyer may select from the following eligible currencies the currency in which he wishes to denominate the Facility.

The currencies that are eligible for such Facility are Euros, Japanese Yen, UK Sterling Pounds, US Dollars (“**USD**”) and other fully convertible currencies for which there are market references.

3 *** to the Seller

4 Term and Repayment of the Facility

5 ***

6 Expenses and Taxes

7 Security and Form of the Facility

8 Premium

9 Main Terms of Financing

***.

10 Fees

10.1 ***

11 Miscellaneous

11.1 ***.

11.2 ***.

The Export Credit Agencies may also require additional information from the Buyer before reaching a final decision. [***].

Table 1

Minimum Premium Rates as of 15 April 2024

(12-year repayment term, asset-backed transactions)

Risk Category	Risk Classification	Minimum Premium Rates	
		Per Annum Spreads (bps)	Up-Front (%)
1	AAA to BBB-	108	6.06
2	BB+ and BB	119	6.69
3	BB-	140	7.89
4	B+	161	9.11
5	B	187	10.62
6	B-	203	11.55
7	CCC	236	13.50
8	CC to C	243	13.91

Letter Agreement 11A

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED

Fort Anne, South Quay,
Douglas,
Isle of Man
IM1 5PD

Date: 7 August 2024

Subject: A330-900 * GUARANTEES (***)**

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED (the "**Buyer**") and AIRBUS S.A.S. (the "**Seller**") have entered into a A330neo purchase agreement dated as of even date herewith (the "**Agreement**").

This letter agreement (this "**Letter Agreement 11A**") is entered into to supplement the terms of the Agreement.

This Letter Agreement 11A, upon execution thereof, shall constitute an integral, non-severable part of the Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Letter Agreement 11A and other Letter Agreements.

If there is any inconsistency between the terms of the Agreement and this Letter Agreement 11A, the terms of this Letter Agreement 11A shall prevail to the extent of such inconsistency.

0 DEFINITIONS AND INTERPRETATION

0.1 Definitions

Capitalized terms used and not otherwise defined in this Letter Agreement 11A shall have the same meanings as in the Agreement.

0.2 Interpretation

The provisions of clause 0.3 of the Agreement shall apply to this Letter Agreement 11A, mutatis mutandis, as if set out in full herein.

1 AIRCRAFT CONFIGURATION

The guarantees defined in this Letter Agreement 11A (***) are applicable to the A330-900 aircraft (the “**Aircraft**”) as described in the A330-900 Standard Specification reference G-000-09000 Issue 4.0 dated 21st July 2022 amended in section 13-10.01.00

2 GUARANTEED ***

2.1 ***

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2.16 ***

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3.1.3 ***

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3.2.5 ***

3.2.6 ***

3.3 ***

3.3.1 ***

3.3.2 ***

3.3.3 ***

3.3.4 ***

3.3.5 ***

3.3.6 ***

3.4 ***

3.4.1 ***

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11.1 ***

11.2 ***

11.2.1 ***

11.2.2 ***

11.3 ***

11.4 ***

12 MISCELLANEOUS

12.1 Except as set out in this Letter Agreement 11A and the other Letter Agreements dated on or around the same date as the Agreement, the Agreement shall remain unmodified and in full force and effect.

12.2 Except as otherwise expressly provided herein, this Letter Agreement 11A contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other prior understandings, commitments, agreements, representations whatsoever, oral and written, and may not be varied except by an instrument in writing executed by the duly authorised representatives of both Parties.

12.3 Unless expressly provided in this Letter Agreement 11A, the Parties do not intend that any term of this Letter Agreement 11A 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 Letter Agreement 11A.

12.4 ***

12.5 ***

12.6 If any provision of this Letter Agreement 11A is held to be unlawful or unenforceable, then the remainder of this Letter Agreement 11A shall remain in full force and effect.

12.7 No Party may amend or change this Letter Agreement 11A without the written consent of the other Party.

12.8 The provisions of Clause 22.12 (Confidentiality) of the Agreement shall apply to this Letter Agreement 11A, mutatis mutandis, as if set out in full herein.

12.9 This Letter Agreement 11A 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.

12.10 This Letter Agreement 11A shall be governed by and construed in accordance with the laws of England.

12.11 The provisions of Clause 22.4.2 of the Agreement shall apply to this Letter Agreement 11A, mutatis mutandis, as if set out in full herein.

If the foregoing correctly sets forth our understanding, please execute two (2) originals in the space provided below and return one (1) original of this Letter Agreement 11A to the Seller.

Agreed and accepted

Agreed and accepted

For and on behalf of

For and on behalf of

**CATHAY PACIFIC AIRCRAFT
SERVICES LIMITED**

AIRBUS S.A.S.

By:

By:

Its:

Its:

APPENDIX A

Letter Agreement 11B

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED

Fort Anne, South Quay,
Douglas,
Isle of Man
IM1 5PD

Date: 7 August 2024

Subject: A330-900 * GUARANTEES (***)**

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED (the "**Buyer**") and AIRBUS S.A.S. (the "**Seller**") have entered into a A330neo purchase agreement dated as of even date herewith (the "**Agreement**").

This letter agreement (this "**Letter Agreement 11B**") is entered into to supplement the terms of the Agreement.

This Letter Agreement 11B, upon execution thereof, shall constitute an integral, non-severable part of the Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Letter Agreement 11B and other Letter Agreements.

If there is any inconsistency between the terms of the Agreement and this Letter Agreement 11B, the terms of this Letter Agreement 11B shall prevail to the extent of such inconsistency.

0 DEFINITIONS AND INTERPRETATION

0.1 Definitions

Capitalized terms used and not otherwise defined in this Letter Agreement 11B shall have the same meanings as in the Agreement.

0.2 Interpretation

The provisions of clause 0.3 of the Agreement shall apply to this Letter Agreement 11B, mutatis mutandis, as if set out in full herein.

1 AIRCRAFT CONFIGURATION

The guarantees defined in this Letter Agreement 11B (***) are applicable to the A330-900 aircraft (the “**Aircraft**”) as described in the A330-900 Standard Specification reference G-000-09000 Issue 4.0 dated 21st July 2022 amended in section 13-10.01.00

2 GUARANTEED ***

2.1 ***

2.2 ***

2.3 ***

2.4 ***

2.5 ***

2.6 ***

2.7 ***

2.8 ***

2.9 ***

2.10 ***

2.11 ***

2.12 ***

2.13 ***

2.14 ***

2.15 ***

2.16 ***

3 * GUARANTEES**

3.1 ***

3.1.1 ***

3.1.2 ***

3.1.3 ***

3.1.4 ***

3.1.5 ***

3.1.6 ***

3.2 ***

3.2.1 ***

3.2.2 ***

3.2.3 ***

3.2.4 ***

3.2.5 ***

3.2.6 ***

3.3 ***

3.3.1 ***

3.3.2 ***

3.3.3 ***

3.3.4 ***

3.3.5 ***

3.3.6 ***

3.4 ***

3.4.1 ***

3.4.2 ***

3.4.3 ***

3.4.4 ***

3.4.5 ***

3.4.6 ***

3.5 ***

3.5.1 ***

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3.5.6 ***

3.6 ***

3.6.1 ***

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11 ***

11.1 ***

11.2 ***

11.2.1 ***

11.2.2 ***

11.3 ***

11.4 ***

12 MISCELLANEOUS

12.1 Except as set out in this Letter Agreement 11B and the other Letter Agreements dated on or around the same date as the Agreement, the Agreement shall remain unmodified and in full force and effect.

12.2 Except as otherwise expressly provided herein, this Letter Agreement 11B contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other prior understandings, commitments, agreements, representations whatsoever, oral and written, and may not be varied except by an instrument in writing executed by the duly authorised representatives of both Parties.

12.3 Unless expressly provided in this Letter Agreement 11B, the Parties do not intend that any term of this Letter Agreement 11B 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 Letter Agreement 11B.

12.4 ***

12.5 ***

12.6 If any provision of this Letter Agreement 11B is held to be unlawful or unenforceable, then the remainder of this Letter Agreement 11B shall remain in full force and effect.

12.7 No Party may amend or change this Letter Agreement 11B without the written consent of the other Party.

12.8 The provisions of Clause 22.12 (Confidentiality) of the Agreement shall apply to this Letter Agreement 11B, mutatis mutandis, as if set out in full herein.

12.9 This Letter Agreement 11B 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.

12.10 This Letter Agreement 11B shall be governed by and construed in accordance with the laws of England.

12.11 The provisions of Clause 22.4.2 of the Agreement shall apply to this Letter Agreement 11B, mutatis mutandis, as if set out in full herein.

If the foregoing correctly sets forth our understanding, please execute two (2) originals in the space provided below and return one (1) original of this Letter Agreement 11B to the Seller.

Agreed and accepted

Agreed and accepted

For and on behalf of

For and on behalf of

**CATHAY PACIFIC AIRCRAFT
SERVICES LIMITED**

AIRBUS S.A.S.

By:

By:

Its:

Its:

APPENDIX A

Letter Agreement 12

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED

Fort Anne, South Quay
Douglas
Isle of Man
IM1 5PD

Date: 7 August 2024

Subject: Airbus **

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED (the "**Buyer**") and AIRBUS S.A.S. (the "**Seller**") have entered into a A330neo purchase agreement dated as of even date herewith (the "**Agreement**").

This letter agreement (this "**Letter Agreement 12**") is entered into to supplement the terms of the Agreement.

Capitalised terms used herein and not otherwise defined in this Letter Agreement 12 shall have the meanings assigned thereto in the Agreement.

This Letter Agreement 12, upon execution thereof, shall constitute an integral, non-severable part of the Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Letter Agreement 12 and other Letter Agreements.

If there is any inconsistency between the terms of the Agreement and this Letter Agreement 12, the terms of this Letter Agreement 12 shall prevail to the extent of such inconsistency.

1. **

1.1 **

1.2 **

2. **

2.1 **

2.2 **

3. Miscellaneous

3.1 Except as set out in this Letter Agreement 12 and the other Letter Agreements dated on or around the same date as the Agreement, the Agreement shall remain unmodified and in full force and effect.

3.2 Except as otherwise expressly provided herein, this Letter Agreement 12 contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other prior understandings, commitments, agreements, representations whatsoever, oral and written, and may not be varied except by an instrument in writing executed by the duly authorised representatives of both Parties.

3.3 Unless expressly provided in this Letter Agreement 12, the Parties do not intend that any term of this Letter Agreement 12 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 Letter Agreement 12.

3.4 **

3.5 Subject to Clause 3.4, this Letter Agreement 12 and the rights and obligations of the Buyer herein shall not be assigned or transferred in any manner, and any attempted assignment or transfer in contravention of the provisions of this Clause shall be void and of no force or effect.

3.6 If any provision of this Letter Agreement 12 is held to be unlawful or unenforceable, then the remainder of this Letter Agreement 12 shall remain in full force and effect.

3.7 No Party may amend or change this Letter Agreement 12 without the written consent of the other Party.

3.8 The provisions of Clause 22.12 (Confidentiality) of the Agreement shall apply to this Letter Agreement 12, mutatis mutandis, as if set out in full herein.

3.9 This Letter Agreement 12 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.

3.10 This Letter Agreement 12 shall be governed by and construed in accordance with the laws of England.

3.11 The provisions of Clause 22.4.2 of the Agreement shall apply to this Letter Agreement 12, mutatis mutandis, as if set out in full herein.

If the foregoing correctly sets forth our understanding, please execute two (2) originals in the space provided below and return one (1) original of this Letter Agreement 12 to the Seller.

Agreed and accepted

Agreed and accepted

For and on behalf of

For and on behalf of

**CATHAY PACIFIC AIRCRAFT
SERVICES LIMITED**

AIRBUS S.A.S.

By:

By:

Its:

Its:

Letter Agreement 13

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED

Fort Anne, South Quay
Douglas
Isle of Man
IM1 5PD

Date: 7 August 2024

Subject: A330neo ** Guarantee

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED (the "**Buyer**") and AIRBUS S.A.S. (the "**Seller**") have entered into a A330neo purchase agreement dated as of even date herewith (the "**Agreement**").

This letter agreement (this "**Letter Agreement 13**") is entered into to supplement the terms of the Agreement.

This Letter Agreement 13, upon execution thereof, shall constitute an integral, non-severable part of the Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Letter Agreement 13 and other Letter Agreements.

If there is any inconsistency between the terms of the Agreement and this Letter Agreement 13, the terms of this Letter Agreement 13 shall prevail to the extent of such inconsistency.

1 **DEFINITIONS**

Capitalized terms used and not otherwise defined in this Letter Agreement 13 shall have the same meanings as in the Agreement.

The terms "herein", "hereof" and "hereunder" and words of similar import refer to this Letter Agreement 13.

In this Letter Agreement 13, the following words and expressions shall, except where the context otherwise requires, have the following respective meanings:

**

2 **SCOPE**

**

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3.1 **

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11 **

12 **

12.1 **

12.2 **

13 **MISCELLANEOUS**

- 13.1 Except as set out in this Letter Agreement 13 and the other Letter Agreements dated on or around the same date as the Agreement, the Agreement shall remain unmodified and in full force and effect.
- 13.2 Except as otherwise expressly provided herein, this Letter Agreement 13 contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other prior understandings, commitments, agreements, representations whatsoever, oral and written, and may not be varied except by an instrument in writing executed by the duly authorised representatives of both Parties.
- 13.3 Unless expressly provided in this Letter Agreement 13, the Parties do not intend that any term of this Letter Agreement 13 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 Letter Agreement 13.
- 13.4 **
- 13.5 Subject to Clause 13.4, this Letter Agreement 13 and the rights and obligations of the Buyer herein shall not be assigned or transferred in any manner, and any attempted assignment or transfer in contravention of the provisions of this Clause shall be void and of no force or effect.
- 13.6 If any provision of this Letter Agreement 13 is held to be unlawful or unenforceable, then the remainder of this Letter Agreement 13 shall remain in full force and effect.
- 13.7 No Party may amend or change this Letter Agreement 13 without the written consent of the other Party.
- 13.8 The provisions of Clause 22.12 (Confidentiality) of the Agreement shall apply to this Letter Agreement 13, mutatis mutandis, as if set out in full herein.
- 13.9 This Letter Agreement 13 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.
- 13.10 This Letter Agreement 13 shall be governed by and construed in accordance with the laws of England.
- 13.11 The provisions of Clause 22.4.2 of the Agreement shall apply to this Letter Agreement 13, mutatis mutandis, as if set out in full herein.

If the foregoing correctly sets forth our understanding, please execute two (2) originals in the space provided below and return one (1) original of this Letter Agreement 13 to the Seller.

Agreed and accepted

Agreed and accepted

For and on behalf of

For and on behalf of

**CATHAY PACIFIC AIRCRAFT
SERVICES LIMITED**

AIRBUS S.A.S.

By :

By :

Its :

Its :

APPENDIX A

SCHEDULED DELIVERY PERIODS

Planning for the Delivery of the thirty (30) Firm Aircraft used for the purpose of calculating the Guaranteed Level are based on the below assumptions:

Aircraft operated by the Buyer under the Agreement:

Aircraft N°1 - Q1 2028
Aircraft N°2 - Q1 2028
Aircraft N°3 - Q2 2028
Aircraft N°4 - Q2 2028
Aircraft N°5 - Q3 2028
Aircraft N°6 - Q3 2028
Aircraft N°7- Q4 2028
Aircraft N°8 - Q4 2028
Aircraft N°9 - Q1 2029
Aircraft N°10 - Q1 2029
Aircraft N°11- Q2 2029
Aircraft N°12 - Q2 2029
Aircraft N°13 - Q2 2029
Aircraft N°14 - Q3 2029
Aircraft N°15 - Q4 2029
Aircraft N°16 - Q4 2029
Aircraft N°17 - Q1 2030
Aircraft N°18 - Q1 2030
Aircraft N°19 - Q1 2030
Aircraft N°20 - Q3 2030
Aircraft N°21 - Q3 2030
Aircraft N°22 - Q4 2030
Aircraft N°23 - Q4 2030
Aircraft N°24 - Q1 2031
Aircraft N°25 - Q1 2031
Aircraft N°26 - Q1 2031
Aircraft N°27 - Q2 2031
Aircraft N°28 – Q2 2031
Aircraft N°29 – Q2 2031
Aircraft N°30 – Q3 2031

APPENDIX B

ASSUMED OPERATING CONDITIONS

The Guaranteed Level is based on the assumed operating conditions of the Fleet, which are the following:

- 3329 average flight hours per Aircraft and per year;
- 2.88 flight hour(s) average flight leg;
- 23.9% average takeoff thrust derate;
- 9.5% average climb thrust derate;
- ISA+9.66°C average outside air temperature at takeoff conditions.

Average take-off and climb thrust derate, which shall be recorded and shared with the Seller, shall be established using flight operation procedures existing at the time of such recordings and the Buyer's documentation, such as processing of FDIMU/ACMS take-off and climb data via the Engine Condition Monitoring tool.

APPENDIX C

AIRFRAME MAINTENANCE PRACTICES

- 1) Seals status shall be in serviceable condition and not diminish performance of the Aircraft when checked per visual inspection.

Seals check shall be done for:

- wing;
- belly-fairing;
- landing gear doors;
- trimmable horizontal stabiliser;
- vertical tail plane;
- pylons;
- flap track fairings; and
- nacelles.

- 2) All of the following inlets condition shall be within and in accordance with AMM and SRM (or other Seller authorised engineering documents) allowable limits:

- Engines;
- air conditioning packs;
- belly fairing venting;
- auxiliary power unit; and
- pylons and nacelles venting.

- 3) Wing, nacelles and fuselage skin shall be clean per industry standard.

The following shall be visually checked:

- structural repairs shall be within and in accordance with AMM and SRM (or other Seller authorised engineering documents) allowable limits;
- paint aging; and
- dirt/dust accumulation shall not be excessive.

- 4) The fuselage surface located in the vicinity of the static pressure ports and of the angle of attack sensors shall comply with the aerodynamic requirements for allowable damages and external repairs as contained in the SRM.

APPENDIX D

PERFORMANCE MONITORING METHOD

The following conditions shall be satisfied by the Buyer:

1. Data acquisition shall preferably be performed automatically (through ACMS system). Stability criteria in the ACMS shall be established by the Seller in order to optimise data quality and quantity. These criteria shall be provided by the Seller.
2. In case of manual recording, performance readings shall be made with:
 - altitude comprised between 31,000 ft and 43,000 ft;
 - auto thrust disconnected;
 - autopilot engaged in ALT and HDG SEL modes;
 - normal bleed and power extraction;
 - constant heading;
 - no turbulence;
 - no point to be taken until fifteen (15) minutes after start of cruise; and
 - Aircraft shall be stabilized in cruise for at least six (6) minutes. Performance data shall be the average of the readings made over the best stabilized three (3) minutes.

The parameters listed in Clause 5.4 of this Letter Agreement 13 shall be recorded at the highest practical frequency.

The following stabilization criteria for the monitoring of data to be retained shall be satisfied:

- | | | | |
|---|-------------------|-----------------------|-----------------------|
| - | delta Zp/delta T | equal to or less than | + or – 20 feet/minute |
| - | delta TAT/delta T | equal to or less than | + or – 0.5°C/minute |
| - | delta GS/delta T | equal to or less than | + or – 1 knot/minute |

where Zp is the pressure altitude, TAT is the Total Air Temperature, GS is the Ground Speed and T is the elapsed time.

Stability shall be checked by taking readings every fifteen (15) or thirty (30) seconds.

3. Data collection and APM processing shall be performed by the Buyer
4. The Seller shall evaluate the data provided by the Buyer for consistency with the procedures set forth in this Appendix D.
5. The Buyer shall track and record material changes pertinent to this Guarantee, including Engine configuration changes and Engine removal/installation, changes to the ADIRU, changes to the automatic data reporting system or changes to the data analysis program software affecting each and any Aircraft.

APPENDIX E

ACRONYMS

ACMS:	Aircraft Conditions Monitoring Software. Part of the FDIMU. Monitors aircraft data and operating conditions.
ADIRU:	Air Data/Inertial Reference Unit. Supplies air data and inertial reference information to the pilot.
ALT:	Altitude. Navigation mode that can be selected via the autopilot.
APM:	Aircraft Performance Monitoring tool. Part of the PEP (Performance Engineer Package) tool proposed by the Seller to the Buyer to manage its operations.
CFASRD:	Cumulative Fleet Average Specific Range Deterioration.
CG:	Centre of Gravity. Centre of gravity of the Aircraft.
CGCC:	Centre of Gravity Control Computer. Provides CG position.
DSR:	Delta Specific Range. Aircraft specific range deterioration against the relevant Aircraft baseline specific range.
FDIMU:	Flight Data Interface Management Unit. Hardware installed on the Aircraft for data acquisition, management and recording.
FLHV:	Fuel Lower Heating Value. the amount of heat released by combusting a specified quantity of fuel (initially at 25°C) and returning the temperature of the combustion products to 150°C, which assumes the latent heat of vaporization of water in the reaction products is not recovered.
FOD:	Foreign Object Damage. Any damage to the Engine attributed to a foreign object (such object not part being itself part of the Engine).
GMT:	Greenwich Mean Time. Global time standard.
HDG SEL:	Heading Select. Navigation mode that can be selected via the autopilot.
IFP:	In-Flight Performance computation program. Model that describes the theoretical performance of the Aircraft at Delivery.
ISA:	International Standard Atmosphere. Defined by ICAO as the standard temperature conditions at a given altitude.
N1:	Engine low pressure shaft speed.
N2:	Engine intermediate pressure shaft speed.
N3:	Engine high pressure shaft speed.
PFASRD:	Periodic Fleet Average Specific Range Deterioration.
TGT:	means Turbine Gas Temperature. Gas temperature at the outlet of the Engine turbine module.

Letter Agreement 14

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED

Fort Anne, South Quay

Douglas

Isle of Man

IM1 5PD

Date: 7 August 2024

Subject: A330-900 * Guarantee**

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED (the "**Buyer**") and AIRBUS S.A.S. (the "**Seller**") have entered into a A330neo purchase agreement dated as of even date herewith (the "**Agreement**").

This letter agreement (this "**Letter Agreement 14**") is entered into to supplement the terms of the Agreement.

This Letter Agreement 14, upon execution thereof, shall constitute an integral, non-severable part of the Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Letter Agreement 14 and other Letter Agreements.

If there is any inconsistency between the terms of the Agreement and this Letter Agreement 14, the terms of this Letter Agreement 14 shall prevail to the extent of such inconsistency.

1. DEFINITIONS AND INTERPRETATION

1.1 Capitalized terms used and not otherwise defined in this Letter Agreement 14 shall have the same meanings as in the Agreement.

The terms "herein", "hereof" and "hereunder" and words of similar import refer to this Letter Agreement 14.

In this Letter Agreement 14, the following words and expressions shall, except where the context otherwise requires, have the following respective meanings:

1.2 ***

2. ***

3. ***

3.1 ***

3.2 ***

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8.3 ***

8.4 ***

9. ***

9.1 ***

9.2 ***

10. ***

11. MISCELLANEOUS

11.1 Except as set out in this Letter Agreement 14 and the other Letter Agreements dated on or around the same date as the Agreement, the Agreement shall remain unmodified and in full force and effect.

11.2 Except as otherwise expressly provided herein, this Letter Agreement 14 contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other prior understandings, commitments, agreements, representations whatsoever, oral and written, and may not be varied except by an instrument in writing executed by the duly authorised representatives of both Parties.

11.3 Unless expressly provided in this Letter Agreement 14, the Parties do not intend that any term of this Letter Agreement 14 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 Letter Agreement 14.

11.4 ***

11.5 ***

11.6 If any provision of this Letter Agreement 14 is held to be unlawful or unenforceable, then the remainder of this Letter Agreement 14 shall remain in full force and effect.

11.7 No Party may amend or change this Letter Agreement 14 without the written consent of the other Party.

11.8 The provisions of Clause 22.12 (Confidentiality) of the Agreement shall apply to this Letter Agreement 14, mutatis mutandis, as if set out in full herein.

11.9 This Letter Agreement 14 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.

11.10 This Letter Agreement 14 shall be governed by and construed in accordance with the laws of England.

11.11 The provisions of Clause 22.4.2 of the Agreement shall apply to this Letter Agreement 14, mutatis mutandis, as if set out in full herein.

If the foregoing correctly sets forth our understanding, please execute two (2) originals in the space provided below and return one (1) original of this Letter Agreement 14 to the Seller.

Agreed and accepted

Agreed and accepted

For and on behalf of

For and on behalf of

**CATHAY PACIFIC AIRCRAFT
SERVICES LIMITED**

AIRBUS S.A.S.

By:

By:

Its:

Its:

APPENDIX 1 - ***

A1.1 ***

APPENDIX 2 - ***

APPENDIX 3 - ***

APPENDIX 4 - ***

Letter Agreement 15

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED

Fort Anne, South Quay

Douglas

Isle of Man

IM1 5PD

Date: 7 August 2024

Subject: A330-900 ** Guarantee

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED (the "**Buyer**") and AIRBUS S.A.S. (the "**Seller**") have entered into a A330neo purchase agreement dated as of even date herewith (the "**Agreement**").

This letter agreement (this "**Letter Agreement 15**") is entered into to supplement the terms of the Agreement.

This Letter Agreement 15, upon execution thereof, shall constitute an integral, non-severable part of the Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Letter Agreement 15 and other Letter Agreements.

If there is any inconsistency between the terms of the Agreement and this Letter Agreement 15, the terms of this Letter Agreement 15 shall prevail to the extent of such inconsistency.

1. DEFINITIONS AND INTERPRETATION

1.1 Capitalized terms used and not otherwise defined in this Letter Agreement 15 shall have the same meanings as in the Agreement.

The terms "herein", "hereof" and "hereunder" and words of similar import refer to this Letter Agreement 15.

In this Letter Agreement 15, the following words and expressions shall, except where the context otherwise requires, have the following respective meanings:

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11 MISCELLANEOUS

11.1 Except as set out in this Letter Agreement 15 and the other Letter Agreements dated on or around the same date as the Agreement, the Agreement shall remain unmodified and in full force and effect.

11.2 Except as otherwise expressly provided herein, this Letter Agreement 15 contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other prior understandings, commitments, agreements, representations whatsoever, oral and written, and may not be varied except by an instrument in writing executed by the duly authorised representatives of both Parties.

11.3 Unless expressly provided in this Letter Agreement 15, the Parties do not intend that any term of this Letter Agreement 15 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 Letter Agreement 15.

11.4 **

11.5 **

11.6 If any provision of this Letter Agreement 15 is held to be unlawful or unenforceable, then the remainder of this Letter Agreement 15 shall remain in full force and effect.

11.7 No Party may amend or change this Letter Agreement 15 without the written consent of the other Party.

11.8 The provisions of Clause 22.12 (Confidentiality) of the Agreement shall apply to this Letter Agreement 15, mutatis mutandis, as if set out in full herein.

11.9 This Letter Agreement 15 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.

11.10 This Letter Agreement 15 shall be governed by and construed in accordance with the laws of England.

11.11 The provisions of Clause 22.4.2 of the Agreement shall apply to this Letter Agreement 15, mutatis mutandis, as if set out in full herein.

If the foregoing correctly sets forth our understanding, please execute two (2) originals in the space provided below and return one (1) original of this Letter Agreement 15 to the Seller.

Agreed and accepted

Agreed and accepted

For and on behalf of

For and on behalf of

**CATHAY PACIFIC AIRCRAFT
SERVICES LIMITED**

AIRBUS S.A.S.

By:

By:

Its:

Its:

APPENDIX 1 - ASSUMPTIONS

This OR Guarantee and Guaranteed OR are based on the following Assumptions:

- A1.1** Aircraft Fleet Utilisation on average: 3,332 FH per year, 2.8 FH/FC and 1,190 FC per year (+/- 10%).
- A1.2** Delivery schedule for the Firm Aircraft: 8 Aircraft in 2028, 8 Aircraft in 2029, 7 Aircraft in 2030 and 7 Aircraft in 2031 (provided that this assumption will not be deemed to be breached if any Aircraft is affected by an Excusable Delay or Non Excusable Delay).
- A1.3** The applicable line maintenance of the Parent Company being well organised and having suitable availability of the technical staff and spare parts at the Parent Company's main base(s) and all outstations at the Parent Company's disposal.
- A1.4** The Specification of the Aircraft, as defined in the Agreement at the date of signature thereof (including each SCN and MSCN set forth in Appendix A of the Agreement at the date of signature thereof and any MSCNs added by the Seller after the date of the Agreement and before the entry into service of the first Aircraft).
- A1.5** The deferral of corrective maintenance tasks to the appropriate maintenance opportunity (overnight or otherwise) with the objective of continuity of the Parent Company's Schedule Revenue Flight operations without unnecessary delays for maintenance.

APPENDIX 2 - EXCLUSIONS

Reliability events due to any of the following reasons are specifically excluded from the Guaranteed OR:

- force majeure, consequential or incidental or accidental damage, negligence or acts of third party (other than due to Seller's breach of any obligation under this Letter Agreement 15 or due to the Seller's gross negligence);
- late arrival of the Aircraft, for any reason, including late release from planned maintenance work, resulting in the Aircraft being unavailable at the gate or not stand on time for the scheduled departure time;
- any period following a disruption of the operations of the entire Aircraft fleet (due to events or reasons beyond the Seller's direct responsibility and control) until the Aircraft return to normal service;
- any period during which the Achieved OR is substantially below the world fleet OR for the Aircraft model, calculated using the shortfall formula provided in Clause A3.2 of Appendix 3. In such event, the Seller shall assist the Buyer in identifying the technical reasons for the shortfall;
- maintenance staff unavailability: due to late call by flight crew and/or late arrival of maintenance staff at the Aircraft preventing Aircraft on time departure;
- Master Minimum Equipment List - where the approved MMEL procedure permits the Aircraft to depart without the clear necessity for maintenance staff to perform corrective action, but the Buyer chooses to perform the corrective action which takes in excess of fifteen (15) minutes;
- normal wear maintenance: decals / paint / appearance / passenger amenity items or brakes and/or tyres - worn beyond limits or imbalanced replacement;
- precautionary maintenance: doors - manual closing or cycling of passenger / crew / cargo doors; system(s) reset by resetting circuit breakers, switches or power supply; fluid leaks - within specified limits in the applicable maintenance manual; placard - installing / continuing; any maintenance task that is not included in the MPD;
- servicing (no corrective maintenance required): all servicing activities where no physical adjustment, replacement or corrective action is required to enable deferral of a repair and/or replacement of hardware/software in order to prevent a Chargeable Event or data loading, de-icing, fuelling related, hydraulic fluid, oil or lubrication, moisture or condensation, oxygen servicing, printer paper replacement, routine cleaning, sanitizing / flushing or water / waste, struts, tyre servicing;
- subsequent / consequential event - following a primary Chargeable Event, the primary and related subsequent Chargeable Event resulting from the same Aircraft Inherent Malfunction root cause shall be counted as one Chargeable Event;
- unavailability of spare parts - as recommended to the Buyer in the Recommended Spares Part List (RSPL), to return the Aircraft to Scheduled Revenue Flight condition following an Aircraft Inherent Malfunction. For the sake of clarity, any reliability events due to unavailability of spare parts covered by any flight hour service agreement between the Buyer and the Seller are not excluded from the Guaranteed OR;

- engines (bare engines, engine build-up units, accessories and mounts), engine manufacturer-supplied parts; and
- all BFE and optional equipment (including BFE changed from Seller Furnished Equipment at the Buyer's request).

APPENDIX 3 - FORMULAS

A3.1 Achieved OR formula:

The Aircraft fleet Achieved OR shall be calculated as per the following formula:

$$A_OR = \frac{SRF - CE}{SRF} \times 100$$

where for the given period:

A_OR is the Achieved OR, expressed as a percentage;

SRF is the total number of Aircraft fleet Scheduled Revenue Flights;

CE is the number of Chargeable Event(s) pursuant to Clause 6.1.

A3.2 Shortfall below world fleet formula:

$$R_O < (R_F - 1 \%)$$

where:

R_F is the world fleet OR for the Aircraft model (excluding the Aircraft), as computed by the Seller;

R_O is the Aircraft fleet OR.

R_F and R_O are computed in same period.

APPENDIX 4 - RELIABILITY DATA REPORTS

The Data Reports shall include complete and detailed OR data, for each and all Aircraft Chargeable Event, that are consistent with the terms and conditions of this OR Guarantee, in English, in a secure electronic format.

The monthly Data Reports shall include:

- Aircraft manufacturer serial number and registration number;
- Aircraft FH, FC and auxiliary power unit (APU) operating hours and operating cycles;
- ATA chapter reference;
- delay duration total and delay duration due to Aircraft Inherent Malfunction;
- departure station;
- date, type and detailed description (including timing) of the event;
- the Aircraft flight advance scheduled;
- the number of Scheduled Revenue Flights;
- maintenance reports, detailing findings and resulting maintenance actions including, but not limited to:
 - ✓ shop-findings related to equipment or line replacement unit removals with job-card or log-book reference,
 - ✓ log-book entries and subsequent maintenance actions recorded with reference to the relevant job card,
 - ✓ elapsed time and man-hours expended on each maintenance action recorded in the relevant job card,
 - ✓ tracked deferred maintenance actions;
- technical log reports.

The Data Reports be adjusted according to the Exclusions and/or in accordance with Clause 4.2, as the case maybe.

Letter Agreement 16

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED

Fort Anne, South Quay
Douglas
Isle of Man
IM1 5PD

Date: 7 August 2024

Subject: ***

CATHAY PACIFIC AIRCRAFT SERVICES LIMITED (the "**Buyer**") and AIRBUS S.A.S. (the "**Seller**") have entered into a A330neo purchase agreement dated as of even date herewith (the "**Agreement**").

This letter agreement (this "**Letter Agreement 16**") is entered into to supplement the terms of the Agreement.

Capitalised terms used herein and not otherwise defined in this Letter Agreement 16 shall have the meanings assigned thereto in the Agreement.

This Letter Agreement 16, upon execution thereof, shall constitute an integral, non-severable part of the Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Letter Agreement 16 and other Letter Agreements.

If there is any inconsistency between the terms of the Agreement and this Letter Agreement 16, the terms of this Letter Agreement 16 shall prevail to the extent of such inconsistency.

1. Definitions

2. ***

2.1 ***

2.2 ***

2.3 ***

2.4 ***

In such case:

(i) ***

(ii) ***

(iii) ***

2.5 ***

2.6 ***

2.7 ***

(a) ***

(b) ***

(c) ***

2.8 ***

3. Miscellaneous

3.1 Except as set out in this Letter Agreement 16 and the other Letter Agreements dated on or around the same date as the Agreement, the Agreement shall remain unmodified and in full force and effect.

3.2 Except as otherwise expressly provided herein, this Letter Agreement 16 contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other prior understandings, commitments, agreements, representations whatsoever, oral and written, and may not be varied except by an instrument in writing executed by the duly authorised representatives of both Parties.

3.3 Unless expressly provided in this Letter Agreement 16, the Parties do not intend that any term of this Letter Agreement 16 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 Letter Agreement 16.

3.4 ***

- 3.5 ***
- 3.6 If any provision of this Letter Agreement 16 is held to be unlawful or unenforceable, then the remainder of this Letter Agreement 16 shall remain in full force and effect.
- 3.7 No Party may amend or change this Letter Agreement 16 without the written consent of the other Party.
- 3.8 The provisions of Clause 22.12 (Confidentiality) of the Agreement shall apply to this Letter Agreement 16, mutatis mutandis, as if set out in full herein.
- 3.9 This Letter Agreement 16 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.
- 3.10 This Letter Agreement 16 shall be governed by and construed in accordance with the laws of England.
- 3.11 The provisions of Clause 22.4.2 of the Agreement shall apply to this Letter Agreement 16, mutatis mutandis, as if set out in full herein.

If the foregoing correctly sets forth our understanding, please execute two (2) originals in the space provided below and return one (1) original of this Letter Agreement 16 to the Seller.

Agreed and accepted

Agreed and accepted

For and on behalf of

For and on behalf of

**CATHAY PACIFIC AIRCRAFT
SERVICES LIMITED**

AIRBUS S.A.S.

By:

By:

Its:

Its: