Suruhanjaya Sekuriti
Securities Commission
Malaysia

SC CORPORATE CASE STUDY SERIES

Malaysian Airline System Bhd and AirAsia Bhd: Share Swap

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DISCLAIMER

Malaysian Airline System Bhd and AirAsia Bhd: Share Swap

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Exhibits

Exhibit 1

Malaysian Airline System Bhd – Summary Financial Statements

Exhibit 1

Malaysian Airline System Bhd – Summary financial statements

		Year Ended December 31				
financial		**2007**	**2008**	**2009**	**2010**	**2011**
Total Revenue	RM 000	15,232,741	15,570,141	11,605,511	13,585,559	13,901,421
Total Expenditure	RM 000	14,404,400	15,299,234	12,288,452	13,485,355	16,485,693
Fair value change of derivatives	RM 000	N/A	N/A	1,163,133	164,251	60,660
Taxation	RM 000	(29,590)	(19,086)	31,116	(44,690)	(8,441)
(Loss)/Profit after Tax	RM 000	852,743	271,795	522,948	237,346	(2,521,325)
Shareholders' Funds	RM 000	3,934,893	4,119,822	699,693	3,524,166	1,042,508
(Loss)/Profit as a % of Revenue	%	5.6	1.7	4.5	1.7	(18.1)
Return on Shareholders' Funds	%	21.7	6.6	74.7	6.7	(241.9)
(Loss)/Earnings Per Share	sen	58.0	16.2	25.3	7.2	(75.5)
Cash Flow Per Share	RM	1.4	(0.4)	(1.0)	0.0	(0.2)
Net Tangible Assets Per Share	RM	2.3	2.4	0.4	1.0	0.3
production						
Network Size	KM	421,075	387,987	366,908	418,666	372,966
Time Flown	Hours	356,295	364,013	355,641	386,853	427,024
Distance Flown	000 KM	239,699	236,031	219,961	237,618	261,209
Available Capacity	000 TKM	9,579,101	8,503,203	7,366,845	7,893,689	7,872,485
Available Passenger Capacity	000 Seat KM	56,227,787	53,378,580	48,761,794	50,817,898	55,873,707
traffic						
Passenger Carried	'000	14,213	13,760	13,870	15,708	17,046
Passenger Carried KM	'000 Pax KM	40,162,186	36,176,166	33,455,303	38,652,874	41,645,340
Passenger Load Factor	%	71.4	67.8	68.6	76.1	74.5
Cargo Carried	'000 TKM	2,621,597	2,445,021	2,065,120	2,441,254	2,063,255
Mail Carried	'000 TKM	4,721	8,965	7,674	8,406	8,908
Overall Load Carried	'000 TKM	6,305,358	5,750,376	5,110,924	5,949,090	5,945,441
Overall Load Factor	%	65.8	67.6	69.4	75.4	75.5
staff						
Employee Strength		19,423	19,094	19,147	20,000	20,477
Revenue Per Employee	RM 000	784	815	606	679	679
Available Capacity Per Employee	TKM	493,183	445,334	384,752	394,684	384,455
Load Carried Per Employee	TKM	324,634	301,161	266,931	297,455	290,347

Source: Malaysia Airlines 2011 Annual Report

Exhibit 2

AirAsia Bhd – Summary Financial Statements

Exhibit 2

AirAsia Bhd – Summary financial statements

	Year ended December 31				
(RM MILLIONS, UNLESS OTHERWISE INDICATED)	**2007***	**2008**	**2009**	**2010**	**2011**
Revenue	1,094	2,855	3,133	3,948	4,495
Net total expenses	875	3,207	2,220	2,881	3,332
EBIT	219	(352)	913	1,067	1,163
Profit before taxation	277	(869)	622	1,099	777
Taxation	149	373	(116)	(38)	(222)
Net profit	426	(496)	506	1,061	555
BALANCE SHEET					
Deposits, cash and bank balances	425	154	746	1,505	2,105
Total assets	6,430	9,406	11,398	13,240	13,906
Net debt (Total debt - total cash)	3,272	6,453	6,862	6,352	5,676
Shareholders' equity	2,099	1,606	2,621	3,641	4,036
CASH FLOW STATEMENTS					
Cash flow from operating activities	256	(416)	784	1,594	1,404
Cash flow from investing activities	(1,581)	(2,602)	(1,777)	(1,868)	(487)
Cash flow from financing activities	1,141	2,749	1,591	1,031	(300)
Net Cash Flow	(184)	(269)	598	757	617
CONSOLIDATED FINANCIAL PERFORMANCE (%)					
Return on total assets	6.6	-	4.4	8.0	4.0
Return on shareholders' equity	20.3	-	19.3	29.1	13.8
R.O.C.E. (EBIT/(Net Debt + Equity))	4.1	-	9.6	10.7	12.0
EBIT Profit Margin	20.0	-	29.1	27.0	25.9
Net Profit Margin	38.9	-	16.2	26.9	12.3
CONSOLIDATED OPERATING STATISTICS					
Passengers carried	5,197,567	11,808,058	14,253,244	16,054,738	17,986,558
Capacity	6,621,276	15,660,228	19,016,280	20,616,120	22,474,620
Load factor (%)	78	75	75	78	80
RPK (million)	5,930	14,439	16,890	18,499	21,037
ASK (million)	7,919	19,217	22,159	24,362	26,074
Aircraft utilisation (hours per day)	11.9	11.8	12.0	12.2	12.3
Average fare (RM)	195	204	168	177	176
Yield Revenue per ASK (sen)	13.8	14.9	14.1	16.2	17.2
Cost per ASK (sen)	11.0	16.7	10.0	11.8	12.8
Cost per ASK - excluding fuel (sen)	5.4	9.5	5.8	6.9	6.0
Yield Revenue per ASK (USc)	4.04	4.45	4.02	5.03	5.63
Cost per ASK (USc)	3.23	5.00	2.85	3.67	4.18
Cost per ASK - excluding fuel (USc)	1.59	2.83	1.66	2.13	1.97
Number of stages	38,507	89,118	105,646	114,534	124,853
Average stage length (km)	1,183	1,207	1,166	1,184	1,162
Size of fleet at year end (Malaysia)	39	44	48	53	57
Size of fleet at year end (Group)	65	78	84	90	97
Number of employees at year end	3,474	3,799	4,597	4,702	5,137
Percentage revenue via internet (%)	65	70	76	77	78
RM-USD average exchange rate	3.42	3.34	3.52	3.22	3.06

*- Six months only

Source: AirAsia 2011 Annual Report

Exhibit 3

MAS and AirAsia: Selected Financial and Operating Data

Exhibit 3

MAS and AirAsia: Selected financial and operating data

	Malaysian Airlines System Berhad (MAS)							AirAsia Berhad						
	2005	2006	2007*	2008*	2009*	2010*	2011	2004	2005*	2006	2008*	2009	2010	2011
	RM ('000)	RM ('000)	RM ('000)	RM ('000)	RM ('000)	RM ('000)	RM ('000)	RM ('000)	RM ('000)	RM ('000)	RM ('000)	RM ('000)	RM ('000)	RM ('000)
Operating Revenue (Revenue)	8,850,810	13,171,840	14,630,230	15,035,300	11,340,910	12,978,400	13,653,890	666,036	1,070,955	1,603,260	2,854,970	3,132,900	3,948,100	4,495,140
(+) Other Operating Income	231,097	317,711	288,242	466,001	264,601	607,163	247,527	11,030	4,587	86,565	81,545	102,383	35,948	292,357
(-) Operating Expenditure	10,329,390	13,792,390	14,357,510	15,198,260	12,220,300	13,409,130	16,197,150	543,634	1,001,396	1,410,974	3,288,173	2,344,986	2,917,088	3,624,977
Net Profit from Operations	(1,247,483)	(302,839)	560,962	303,041	(614,789)	176,433	(2,295,733)	133,432	74,146	278,851	(351,658)	912,754	1,066,960	1,162,520
Net Income	(1,264,790)	(136,432)	851,418	244,312	520,039	234,469	(2,523,990)	111,557	201,690	498,045	(496,563)	506,267	1,061,410	555,324
Passenger Load Factors (%)	68.90%	69.80%	71.40%	67.80%	68.60%	76.10%	74.50%	75.00%	78.00%	80.00%	75.00%	75.00%	78.00%	80.00%
Employees	22,835	19,596	19,423	19,094	19,147	20,000	20,477	2,016	2,224	3,474	3,799	4,597	4,702	5,135
Revenue per employee (RM'000)	387.598	672.170	753.243	787.436	592.307	648.920	666.792	330.375	481.545	461.503	751.506	681.510	839.664	875.392
Debt/Debt + Shareholders' Equity	67.83%	72.90%	71.83%	58.33%	91.68%	71.60%	91.55%	15.15%	35.73%	32.86%	82.93%	77.00%	72.50%	70.97%
Net Profit from Operations/Revenue	-14.09%	-2.30%	3.83%	2.02%	-5.42%	1.36%	-16.81%	20.03%	6.92%	17.39%	-12.32%	29.13%	27.02%	25.86%
Net Income/Revenue	-14.29%	-1.04%	5.82%	1.62%	4.59%	1.81%	-18.49%	16.75%	18.83%	31.06%	-17.39%	16.16%	26.88%	12.35%
Passengers Carried	13,852,000	15,466,000	14,213,000	13,760,000	13,870,000	15,708,000	17,046,000	4,414,069	5,719,411	8,737,940	11,808,058	14,253,244	16,054,738	17,986,558
Available Seat Kilometres - ('000)	64,115.00	58,923.74	56,227.79	53,378.58	48,761.79	50,817.90	55,873.71	6,525.00	8,646.00	12,391.00	18,717.00	22,159.00	24,362.00	26,074.00
Revenue Passenger Kilometres - ('000)	44,226.00	41,099.61	40,162.19	36,176.17	33,455.30	38,652.87	41,645.34	4,881.00	6,702.00	9,863.00	13,485.00	16,890.00	18,499.00	21,037.00
Actual Size of Fleet	111	93	102	109	112	117	129	27	42	54	78	84	75	97
Average Age of Fleet^	9.9							4.2						

*Restated

^AirFleets.net

Source: Bloomberg, Airlines Annual Reports, AirFleets.net

Exhibit 3

MAS and AirAsia: Cost breakdowns

	Malaysian Airlines System Berhad (MAS)						
	2005	**2006**	**2007**	**2008**	**2009**	**2010**	**2011**
Staff Costs	12.98%	13.60%	14.80%	14.23%	17.00%	16.04%	14.10%
Depreciation	2.00%	2.14%	2.40%	2.15%	2.57%	2.72%	2.57%
Fuel and Oil	32.88%	33.99%	34.24%	42.80%	28.46%	32.51%	35.46%
Handling and Landing Costs	14.52%	14.75%	12.11%	11.25%	13.31%	12.13%	10.26%
Finance Charges	0.05%	0.22%	0.33%	0.40%	0.55%	1.03%	0.97%
Hire of Aircraft and Equipment	13.82%	16.61%	14.76%	12.49%	15.19%	11.92%	10.34%
Commissions and Incentives	5.36%	4.92%	3.65%	3.33%	3.59%	3.62%	2.99%
Others	18.39%	13.76%	17.71%	13.34%	19.33%	20.04%	23.31%
Total	100.00%	99.99%	100.00%	99.99%	100.00%	100.01%	100.00%

	AirAsia Berhad						
	2004	**2005**	**2006**	**2008**	**2009**	**2010**	**2011**
Staff Costs	15.37%	11.55%	11.00%	7.20%	13.05%	12.37%	13.36%
Depreciation	-	-	-	10.55%	19.09%	17.83%	15.75%
Fuel and Oil	49.21%	42.22%	49.56%	42.27%	39.95%	41.48%	48.55%
Maintenance and Overhaul	*12.00%*	*24.24%*	*19.26%*	*9.34%*	*17.51%*	3.18%	2.39%
User Charges (Handling & Landing)	-	-	-	-	-	13.14%	10.67%
Aircraft Operating Lease	9.45%	5.31%	2.42%	2.82%	4.62%	2.25%	2.22%
Travel and Tour	-	-	-	1.15%	2.28%	2.39%	1.01%
Others	13.98%	16.67%	17.74%	1.42%	3.93%	6.59%	4.52%
Net Losses	-	-	-	-	-	0.77%	1.53%
Loss on Unwinding of Derivatives	-	-	-	20.63%	-	-	-
Provision for Loss on UoD	-	-	-	4.61%	-	-	-
Total	100.01%	99.99%	99.98%	99.99%	*100.43%*	100.00%	100.00%

Note: *(Italic)* Figures combine with user charges

Source: Airlines Annual Reports

Exhibit 4

Revenue Passenger Kilometres, Selected Routes, Actual and Projected

Exhibit 4

Revenue passenger kilometres, selected routes, actual and projected

	Revenue Passenger Kilometers, in Billions									Proj. Growth	CAGR**
Traffic flow	2005	2006	2007	2008	2009	2010	2011	2012	2032*	2012 to 2032	2006-2011
Africa to and from Europe	106	122	125	126	128	135	134	140	362	4.8	4.0%
Africa to and from Middle East	17	21	23	25	33	36	39	49	208	7.5	14.8%
Africa to and from North America	3	4	5	6	9	11	11	12	38	5.8	24.2%
Africa to and from Southeast Asia	4	4	5	5	4	6	6	4	15	6.7	7.0%
CIS to and from International	58	64	82	78	84	102	124	133	349	4.9	13.5%
Central America to and from Europe	67	74	81	83	77	74	74	76	184	4.5	1.7%
Central America to and from North America	101	105	107	116	105	113	115	122	279	4.2	2.2%
Central America to and from South America	10	10	11	13	14	18	19	23	81	6.5	11.3%
China to and from Europe	63	75	91	83	77	82	94	99	325	6.1	6.9%
China to and from North America	48	51	55	63	61	71	85	86	293	6.3	10.0%
China to and from Northeast Asia	40	42	49	48	43	52	51	63	160	4.8	4.1%
China to and from Oceania	18	19	19	21	23	27	31	33	116	6.4	9.5%
China to and from Southeast Asia	48	45	49	51	45	55	63	73	313	7.5	4.6%
Europe to and from Middle East	87	99	107	115	131	144	153	177	471	5	9.9%
Europe to and from North America	391	403	421	432	405	419	430	442	881	3.5	1.6%
Europe to and from Northeast Asia	61	61	68	69	59	64	64	72	136	3.2	0.8%
Europe to and from South America	64	67	71	75	79	83	90	95	242	4.8	5.8%
Europe to and from South Asia	43	53	59	55	51	54	54	52	208	7.2	3.9%
Europe to and from Southeast Asia	98	96	97	102	96	97	100	100	266	5	0.3%
Middle East to and from North America	16	21	23	30	42	46	50	53	182	6.4	20.9%
Middle East to and from South Asia	36	42	46	49	65	75	83	87	372	7.5	14.9%
Middle East to and from Southeast Asia	30	33	41	45	47	56	61	64	230	6.6	12.6%
North America to and from Northeast Asia	146	141	144	139	120	128	135	141	220	2.2	-1.3%
North America to and from Oceania	29	31	32	32	35	35	38	39	88	4.2	4.6%
North America to and from South America	46	51	52	53	57	61	67	69	225	6.1	6.5%
North America to and from Southeast Asia	12	9	11	9	10	10	11	10	37	6.5	-1.4%
Northeast Asia to and from Oceania	21	22	21	21	15	18	17	16	32	3.5	-3.5%
Northeast Asia to and from Southeast Asia	75	80	86	88	74	80	92	102	267	4.9	3.5%
Oceania to and from Southeast Asia	54	52	52	57	55	61	67	70	189	5.1	3.7%
Rest of World	31	39	44	55	69	88	97	109	486	7.7	20.9%
Southeast Asia to and from South Asia	20	19	21	24	22	29	29	32	161	8.4	6.4%
Within Africa	36	36	37	42	44	49	51	56	191	6.3	6.0%
Within CIS region	73	77	81	89	77	88	103	104	253	4.5	5.9%
Within Central America	27	28	30	32	30	31	32	36	88	4.6	2.9%
Within China	164	190	223	237	287	335	380	403	1,523	6.9	15.0%
Within Europe	562	593	634	661	625	640	659	710	1,448	3.6	2.7%
Within Middle East	49	54	60	63	69	78	82	78	235	5.7	9.0%
Within North America	972	977	1,022	974	915	946	976	978	1,539	2.3	0.1%
Within Northeast Asia	83	87	89	85	82	85	82	97	161	2.5	-0.2%
Within Oceania	65	71	74	72	73	78	84	96	232	4.5	4.4%
Within South America	64	74	83	82	87	116	134	136	567	7.4	13.1%
Within South Asia	25	31	36	40	44	50	59	60	375	9.6	15.4%
Within Southeast Asia	79	79	93	93	96	113	131	152	645	7.5	8.8%
Within the Asia Pacific Region	698	742	821	844	867	993	1,097	1,208	4,229	6.6	7.8%
Within the Latin America Region	101	113	124	127	131	165	186	195	736	6.9	10.7%
World Total* **	**4,043**	**4,254**	**4,562**	**4,639**	**4,564**	**4,939**	**5,262**	**5,552**	**14,672**	**5**	4.5%

Source: The Boeing Company, "Current Market Outlook 2013-2032," http://active.boeing.com/commercial/forecast_data/index.cfm

*- projected

**-Compound annual growth rate

***- Boeing note: "The traffic table [above] is not a complete list of all traffic flows related to "World" as some are too small to display."

Exhibit 5

Selected Operating Information: Airlines Based in East Asia

Exhibit 5

Selected operating information: Airlines based in East Asia

Carrier	Revenues (Local currencies)					Passengers Carried				
	2007	2008	2009	2010	2011	2007	2008	2009	2010	2011
ANA (millions of JPY)	1,489,658	1,487,827	1,392,581	1,228,353	1,357,653	46,471	45,557	42,753	39,894	40,574
Berjaya Air (millions of RM)	28.1	42.2	44.1	41.4	58.7	n/a	n/a	n/a	n/a	n/a
Cathay Pacific (millions of HK$)	75,358	86,563	66,978	89,524	98,406	23,253	24,959	24,558	26,796	27,581
China Airlines (millions of NTD)	126,993	125,221	98,083	138,140	132,240	n/a	n/a	n/a	11,326	11,421
EVA Air (millions of NT$)	93,103	90,655	73,279	104,410	102,192	6,181,006	5,787,957	6,021,733	6,435,951	6,662,853
Garuda (millions of IDR)	13,052,664	18,062,740	16,691,008	18,385,509	25,536,443	9,633,483	10,172,252	10,901,842	12,534,975	17,073,963
Japan Airlines (millions of JPY)	2,301,915	2,230,416	1,951,158	n/a	1,204,813	57,452,081	55,272,828	52,858,476	n/a	35,810,286
Korean Airlines (millions of KRW)	8812	10212.6	9393.7	11460.5	11805.3	22,834,003	21,741,281	20,584,676	22,743,399	23,302,373
Nok Air (millions of THB)	n/a	n/a	n/a	4,191.00	6,077.00	n/a	n/a	n/a	2.2	3.1
Philippines Airlines (Peso)	55,080,530	73,793,875	64,087,780	74,607,320	n/a	20,935	24,508	25,630	n/a	n/a
Singapore Airlines (millions of SGD)	15,973	15,996	12,707	14,525	14,858	19,120	18,293	16,480	16,647	17,155
Thai Airways (millions of THB)	199,921	202,606	163,875	184,270	194,342	19.88	18.71	18.48	18.17	18.39
Tiger Air (millions of SGD)	n/a	n/a	n/a	486.2	622.2	n/a	n/a	n/a	4,872	5,968

	ASKs					Load Factor				
	2007	2008	2009	2010	2011	2007	2008	2009	2010	2011
ANA (Yen)	62,414	62,651	59,222	57,104	56,796	65	63.7	63.5	62	63.4
Berjaya Air	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Cathay Pacific (HK$)	102,462	115,478	111,167	115,748	126,340	79.8	78.8	80.5	83.4	80.4
China Airlines (TWD)	43,589	41,139	40,650	39,825	40,773	77.5	76.8	75.8	81	78
EVA Air (NT$)	29,785,040	28,852,754	29,311,228	29,632,492	30,799,550	81.34	79.52	77.41	79.73	78.03
Garuda (Rp)	18,566,096	20,336,815	21,713,857	25,772,196	32,473,736	77.39	76.38	73.14	71.65	75.24
Japan Airlines (Yen)	139,851,350	134,213,876	128,743,932	n/a	78,560,199	68.5	68.7	64.8	n/a	66.9
Korean Airlines (Korean Won KRW)	76,182	77,140	78,941	79,511	84,285	70.2	71.4	69.8	76.1	76.9
Nok Air (Baht)	n/a	n/a	n/a	1,508	2,245	n/a	n/a	n/a	82.6	80.3
Philippines Airlines (Peso)	3.4	3.9	4.8	n/a	n/a	n/a	n/a	n/a	85	87
Singapore Airlines	113,919	117,789	105,674	108,060	113,410	80.3	76.5	78.4	78.5	77.4
Thai Airways (Baht)	78,048	75,391	72,031	75,600	78,533	70.3	68.2	65.8	61.5	56.2
Tiger Air	n/a	n/a	n/a	7,847	9,583	n/a	n/a	n/a	85.1	85.8

n/a - Not available

Exhibit 6

Selected operating information: Other major airlines

Exhibit 6

Selected operating information: Other major airlines

Carrier	Revenues millions (USD unless noted)					Passengers Carried				
	2007	2008	2009	2010	2011	2007	2008	2009	2010	2011
American Airlines	22,935	23,766	19,917	22,170	23,979	98,162	92,771	85,719	86,127	86,040
United Airlines	20,143	20,194	16,335	34,013	37,119	68,000	63,149	56,082	99,452	96,360
US Air	11,700	12,118	10,458	11,908	13,055	57,871	54,820	51,016	51,853	52,959
Delta Airlines	19,154	22,697	28,063	31,755	35,115	n/a	n/a	n/a	105,089	113,857
Lufthansa (Euro)	22,420	24,870	22,283	27,324	28,734	62,787	70,543	76,543	92,693	100,603
British Airways (GBP)	8,492	8,753	8,992	7,994	9,987	33,068	34,613	33,117	31,825	34,250
Qantas	15,166	16,192	14,382	13,772	14,894	36,449	38,621	38,438	41,428	44,456
Emirates (AED)	38,810	43,266	43,455	54,231	62,287	21,229	22,731	27,454	31,422	33,981
RyanAir (Euro)	2,237	2,714	2,942	2,988	3,630	39,328	50,931	58,565	66,503	72,062
JetBlue	2,842	3,388	3,286	3,779	4,504	21,387	21,920	22,450	24,254	26,370
Southwest Airlines	9,861	11,023	10,350	12,104	16,596	88,713	88,529	86,310	88,191	110,152

	ASKs					Load Factor				
	2007	2008	2009	2010	2011	2007	2008	2009	2010	2011
American Airlines	169,906	163,532	151,774	153,241	154,321	81.5	80.6	80.7	81.9	82.0
United Airlines	141,890	135,861	122,737	220,060	219,437	82.7	81.0	81.9	83.9	82.8
US Air	75,842	74,151	70,725	71,588	72,603	80.8	81.7	81.9	82.4	83.7
Delta Airlines	127,749	148,214	197,723	200,814	203,450	81.0	81.6	82.8	83.7	82.7
Lufthansa	169,108	195,431	206,269	234,377	258,263	79.8	78.9	77.9	79.6	77.6
British Airways	148,321	149,576	148,504	141,178	150,151	70.4	73.4	72.0	73.3	78.2
Qantas	122,119	127,019	124,594	124,717	133,281	79.9	80.7	79.6	80.8	80.1
Emirates	118,290	134,180	161,756	182,757	200,687	66.8	65.1	66.8	68.9	66.7
RyanAir	32,043	41,342	47,102	53,469	63,358	82.0	82.0	81.0	82.0	83.0
JetBlue	31,904	32,442	32,558	34,744	37,232	80.7	80.4	79.7	81.4	82.4
Southwest Airlines	99,636	103,271	98,002	98,437	128,518	72.6	71.2	76.0	79.3	80.8

Exhibit 7

Collaboration Agreement

Collaboration Agreement

MALAYSIAN AIRLINE SYSTEM BERHAD ("MAS" OR "COMPANY")

COLLABORATION AGREEMENT BETWEEN THE COMPANY, AIRASIA BERHAD ("AIRASIA")
AND AIRASIA X SDN BHD ("AAX") ("COLLABORATION AGREEMENT")

1. INTRODUCTION

CIMB Investment Bank Berhad on behalf of the Company wishes to announce that the Company had on 9 August 2011 entered into a collaboration agreement with AirAsia and AAX (**"Collaboration Agreement"**). Pursuant to the Collaboration Agreement, the parties wish to establish a framework to explore the possibilities of mutual co-operation.

To strengthen the collaboration and to further align their respective interests in AirAsia and MAS, Tune Air Sdn Bhd (**"Tune Air"**) and Khazanah Nasional Berhad ("Khazanah"), the major shareholders of AirAsia and MAS respectively, have agreed to acquire from each other existing shares of both companies (**"Share Swap"**). As a result, Tune Air will hold 685,142,000 ordinary shares of RM1.00 in MAS representing 20.5% equity interest in MAS. Khazanah will hold 277,650,600 ordinary shares of RM0.10 each in AirAsia representing 10.0% equity interest in AirAsia.

2. SALIENT TERMS OF THE COLLABORATION AGREEMENT

The salient terms of the Collaboration Agreement are as follows:

Salient Terms	**Description**
Overarching Principles for Collaboration	The parties wish to explore the possibilities of collaboration in order achieve the following: • to be able to utilise each other's respective core competencies, optimise efficiency and increase all parties' competitiveness to the benefit of consumers; and • to become more able to compete effectively with other industry players. The parties shall in good faith negotiate for the purpose of reaching and finalising detailed agreements in a reasonably hastened duration, to realise the principles of the Collaboration Agreement, in a manner whereby each party will benefit relative to its position prior hereto, and a party's benefit shall not be at the expense or loss of any of the others.
Anti-trust	Notwithstanding anything to the contrary, the Collaboration Agreement does not give rise to any commitment as to any particular form of collaboration, or give any effect to any form of collaboration, until antitrust analysis has been completed in respect thereof, and such form is in compliance with the applicable laws as regards anti-trust, and any next step, implementation or

	action to give effect to any collaboration in this regard will be taken only after such anti-trust analysis is completed. In addition, in the course of such anti-trust analysis, should the parties identify any area in which they can collaborate, they will make the necessary anti-trust assessment and seek all necessary and desirable anti-trust approvals prior to undertaking or implementing the same. To the extent that there is any anti-trust, competition or other equivalent legal requirement that is applicable to any matter or transaction under the Collaboration Agreement, such that the matter or transaction cannot be proposed and/or undertaken unless certain legal requirements are complied with, then such matter or transaction will not be proposed or undertaken until such legal requirements have been complied with. To the extent that a proposal in respect of any such matter or transaction has to be amended or varied in order to achieve such compliance, the parties will discuss and agree in good faith an amendment or variation to the same which is in compliance with the relevant legal requirements, and yet is economically closest to the matter or transaction as originally intended by the Collaboration Agreement.
Business Model Principles	Subject to appropriate anti-trust review, the Company, AirAsia and AAX agree that each party (whether by itself or through a subsidiary or affiliate) will focus only on the following business segments: • MAS will focus on being a full-service premium carrier ("FSC"). • AirAsia will focus on being a regional low-cost carrier ("LCC"). • AAX will focus on being a medium-to-long haul LCC. The parties will mutually discuss and agree, based on value proposition to the market, the appropriate definitions of FSC and LCC for the implementation of the matters under the Collaboration Agreement. MAS intends to review Firefly Sdn Bhd's operations, and MAS's shorthaul FSC business may be undertaken by itself and/or through a new MAS subsidiary ("Sapphire"), and MAS has the flexibility to re-designate capacity, assets and resources from Firefly Sdn Bhd to form Sapphire.
Network	Subject to appropriate anti-trust review, the parties shall negotiate in good faith for the purpose of concluding from time to time agreements in relation to the provision of network services so as to be able to provide, collectively, a competitive offering of services and products to all passengers in all business segments.
Flow, Feed	Subject to appropriate anti-trust review, MAS and AirAsia shall: • assess the viability of enabling selective interlining passengers transiting from AirAsia points of origin to MAS flights, where MAS (and/or Sapphire, as the case may be) does not operate any overlapping route; and • assess the viability of enabling selective interlining for passengers transiting from MAS (or Sapphire, as the case may be) points of origin to AirAsia flights, where MAS (and/or Sapphire, as the case may be) does not operate any overlapping route.
Other Areas for Potential Collaboration	Subject to appropriate anti-trust review, the parties will mutually discuss and agree, in good faith, to collaborate in areas where there are substantial synergies to be realised, either through joint procurements, increased scale, migration to best practices, lower cost, enhanced ability to capture non-captive third party revenues, and suchlike. At this juncture, the parties recognise this potential in areas like:

	• maintenance, repair and overhaul; • ground-handling; • training; • catering; and • cargo. The early phase for collaboration should focus on quickly-achievable synergies which can be realised without significant effect on any party's operations, such as joint procurements. Any such collaboration under this clause should avoid overloading unnecessary restructuring costs on any one party. To the extent that any future transaction or arrangement under the Collaboration Agreement is a recurrent related party transaction, the parties agree that the provisions of the Bursa Malaysia Securities Berhad's Main Market Listing Requirements shall apply to the same.
Joint collaboration committee	For the purposes of administering and overseeing such collaboration, the parties shall forthwith establish a committee constituted by persons representing each of them in order to enable the parties to plan, direct and manage jointly all issues and matters pertaining to the Collaboration Agreement. The primary responsibilities of the JCC are: • Kick starting the collaboration process. • Undertaking an anti-trust review of all matters to be proposed for exploration or assessment hereunder, prior to their implementation. • Coordinating the activities of MAS, AirAsia and AAX under the collaboration agreement to ensure maximum synergy capture. • Monitoring and enforcing the implementation of the collaboration agreement. • Resolving deadlocks. Prior to any review of the areas for collaboration, exchange of information between the companies, and implementation of any aspect of collaboration, the anti-trust compliance protocol must be established by the JCC.
Resolution of disagreements	In the event a deadlock cannot be resolved by the JCC, it will be referred to the companies' boards of directors for resolution. If still not resolved, then any party may terminate the Collaboration Agreement by giving three months' written notice to the other parties.
Timeframe	The Collaboration Agreement is effective immediately upon execution. It will remain in full force and effect for a period of five years, unless terminated as a result of unresolvable deadlock as stated above. It may be renewed for a further period of five years on expiry by the parties' mutual agreement.

3. INFORMATION ON AIRASIA

AirAsia Berhad was incorporated in Malaysia under the Companies Act, 1965 ("Act") on 20 December 1993 as a private limited liability company, incorporated and domiciled in Malaysia. It was subsequently converted to AirAsia Berhad on 8 June 2004 as a public limited liability company. AirAsia is listed on the Main Market of Bursa Malaysia Securities Berhad. As at 5 August 2011, the issued and paid-up capital share capital of AirAsia stands at RM277,650,580 comprising 2,776,505,580 ordinary shares of RM0.10 each.

The principal activity of the AirAsia is providing air transportation services. AirAsia provides low-cost air carrier services and operates primarily in Southeast Asia. AirAsia focuses on providing high-frequency services on short-haul, point-to-point domestic and international routes operating from hubs in Malaysia, Thailand and Indonesia. AirAsia was named the World's Best Low-Cost for 3 consecutive years, in 2009, 2010 and 2011 by Skytrax.

4. INFORMATION ON AAX

AAX was incorporated on 19 May 2006 and had its name changed from Fly Asian Xpress Sdn Bhd to AirAsia X Sdn Bhd on 21 September 2007. AAX is principally engaged in the provision of long haul air transportation services. AirAsia is holding the entire 42,666,667 Redeemable Convertible Preference Shares Series I of RM1.00 each in AAX.

5. RATIONALE

MAS may be able to reap positive benefits from its co-operation with AirAsia and AAX. Through the collaboration, and subject always to the appropriate anti-trust assessment, reviews and clearances from the relevant regulatory authorities, the parties hope to achieve:

- Improved performance from enabling the respective airlines to focus on their core markets in which they are most capable of developing value;
- Enhanced network services so as to enable the provision, collectively, of a competitive offering of services and products to all passengers in all business segments;
- Growth in passenger capacity due to enhanced and improved service offerings; and
- Deriving possible economies of scale benefits from potential cost and other synergies to be realised.

6. APPROVALS OF SHAREHOLDERS AND AUTHORITIES

The Collaboration Agreement is not subject to the approval of the shareholders of the Company, shareholders of AirAsia or any other regulatory authorities, but all aspects of the collaboration (including as to any discussion, assessment and review on the areas to collaborate) will be subject to the applicable anti-trust compliance protocols, prior anti-trust asssessment and review, and (where required) approvals and clearances from the relevant anti-trust regulatory authorities.

By virtue of the Share Swap between Tune Air and Khazanah, the major shareholders of AirAsia and MAS respectively, certain transactions or arrangements under the Collaboration Agreement may be related party transactions and shareholders' approval will be sought if such is the case. Shareholders mandate for recurrent related party transactions may be sought upfront if the transactions are of revenue nature and in the ordinary course of business.

7. FINANCIAL EFFECTS

The entry into the Collaboration Agreement does not have any effect on the issued and paidup share capital of the Company and is not expected to have any material effect on the earnings, gearing and net assets of MAS group for the financial year ending 31 December 2011.

However it is expected to contribute positively to MAS group's earnings moving forward.

8. DIRECTORS' AND MAJOR SHAREHOLDERS' INTEREST

Save as disclosed below, none of the major shareholders and directors of the Company and/or persons connected with them has any interest, direct or indirect, in the Collaboration Agreement.

8.1 Major shareholders' interests

After the completion of the Share Swap, PMB, a wholly-owned subsidiary of Khazanah, and a major shareholder of the Company, will hold 1,246,456,707 MAS Shares, representing 37.29% of the issued and paid-up share capital of MAS. In addition, Khazanah will also directly hold 386,879,120 MAS Shares, representing 11.58% of the issued and paid-up share capital of MAS (collectively referred to as the "**Major Shareholders**").

After the completion of the Share Swap, Tune Air will hold 685,142,000 MAS Shares representing 20.50% equity interest in MAS and as such would also be a major shareholder of MAS. Tune Air is also a major shareholder of AirAsia.

Accordingly, PMB, Khazanah and Tune Air ("**Interested Major Shareholders**") are deemed interested in the Collaboration Agreement.

8.2 Directors' interests

Datuk Mohamed Azman bin Yahya is a Non-Independent Non-Executive Director of MAS while Encik Mohammed Rashdan bin Mohd Yusof is a Non-Independent Executive Director of MAS, and both were nominated by Khazanah.

Accordingly, Datuk Mohamed Azman bin Yahya and Encik Mohammed Rashdan bin Mohd Yusof (collectively referred to as the "Interested Directors") are deemed interested in the Collaboration Agreement and have abstained from deliberating and voting on the Collaboration Agreement at the relevant Board meetings.

Tan Sri Md Nor Md Yusof is not deemed interested in the Proposed Warrant Exchange. However as he is the Chairman of MAS and a director of Khazanah, he has decided to abstain from deliberating and voting on the Collaboration Agreement at the relevant Board meetings.

9. DIRECTORS' OPINION

Save for the Interested Directors, the Board of Directors of the Company is of the opinion that the Collaboration Agreement is in the best interest of the MAS group.

This announcement is dated 9 August 2011.

Exhibit 8

Pre- and Post-Swap Shareholdings

Exhibit 8

Pre- and post-swap shareholdings

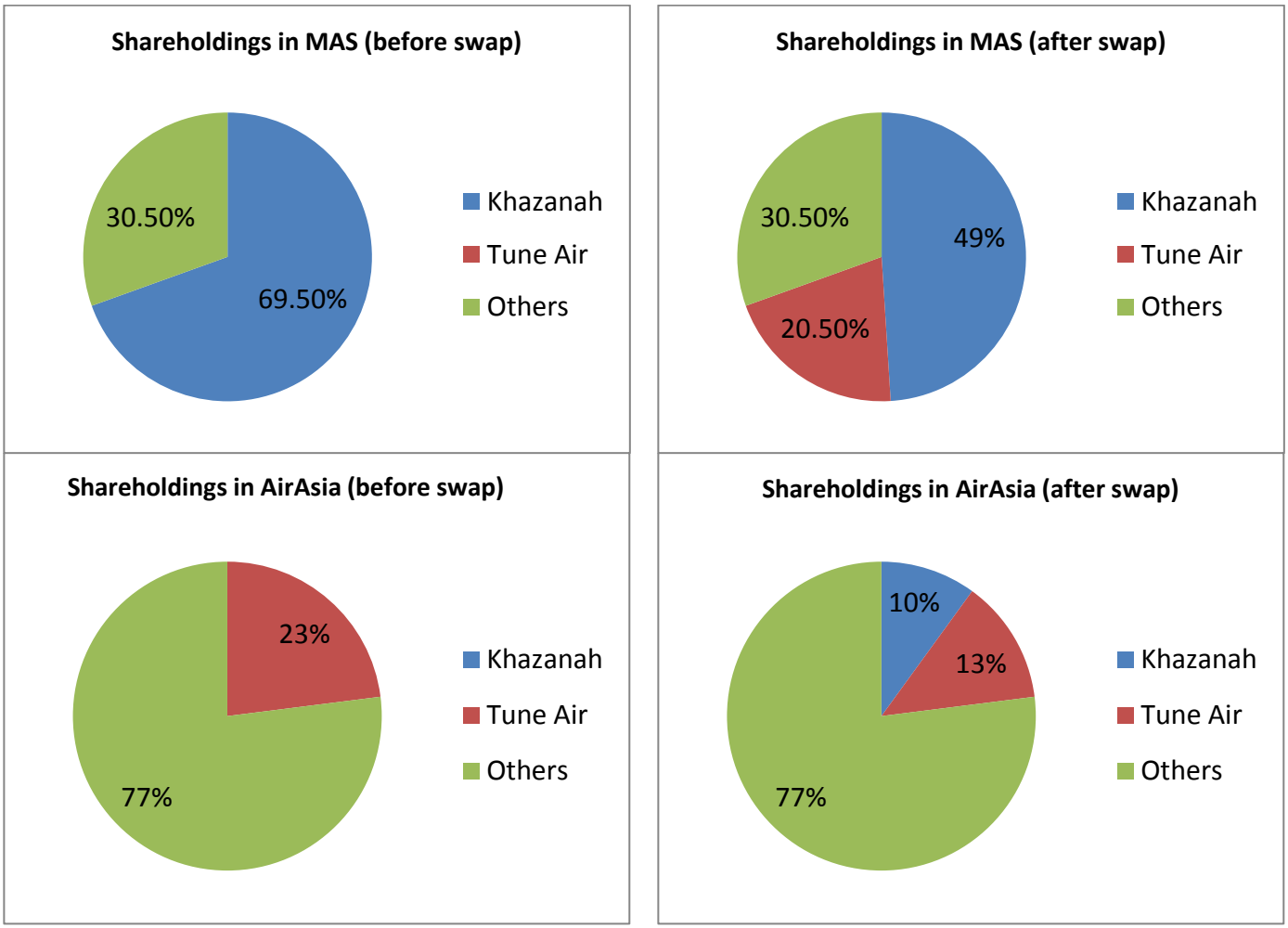

Exhibit 9

Share Swap Press Release

Share swap press release

Press Release

MALAYSIAN AIRLINE SYSTEM BERHAD, AIRASIA BERHAD AND AIRASIA X SDN BHD ENTER INTO COMPREHENSIVE COLLABORATION FRAMEWORK TO LEVERAGE ON RESPECTIVE CORE STRENGTHS

Kuala Lumpur, 9 August 2011

Malaysian Airline System Berhad ("MAS"), AirAsia Berhad and AirAsia X Sdn Bhd today entered into a Comprehensive Collaboration Framework ("CCF") which includes a Collaboration Agreement to explore opportunities to co-operate on a broad range of areas. Under the CCF, all parties will strive to complement each other's businesses so as to leverage on their respective core competencies and optimise efficiency for the benefit of consumers.

To strengthen the collaboration and to establish a mutuality of interest, MAS and AirAsia are issuing free warrants to each other's shareholders. Independent advisers will be appointed to advise minority shareholders on the proposed warrants. A MAS shareholder will be granted approximately one warrant in AirAsia for every 30 MAS shares held. An AirAsia shareholder will be granted approximately one MAS warrant for every 10 AirAsia shares held. In addition, Tune Air Sdn Bhd ("Tune Air") and Khazanah Nasional Berhad ("Khazanah"), the major shareholders of AirAsia and MAS respectively, have agreed to acquire from each other existing shares of both companies. As a result, Tune will hold 20.5% of shares in MAS and Khazanah will hold 10% of shares in AirAsia. Khazanah will continue to be the single largest and major shareholder of MAS, the national flag carrier. In addition, Khazanah proposes to acquire 10% of shares in AirAsia X on terms and at a price to be mutually agreed later.

Broadly, the Collaboration Agreement enables MAS, AirAsia and AirAsia X to respectively focus on business segments in which they are capable of developing the most value. Under the Collaboration Agreement, the parties shall assess and review their network services to enhance their offering of services and customer experience. This will include partial interlining and flights to new destinations currently not served by any of the airlines.

The early phase for collaboration shall focus on immediate synergy opportunities which can be realised without significant effect on any party's operations. This means the companies will potentially be able to realize savings and increase revenues in the areas of aircraft purchasing, engineering, ground support services, cargo services, catering and training.

The agreement envisages more detailed terms of collaboration following completion of a full anti-trust review by all three companies.

The Collaboration Agreement will come into effect immediately upon its execution, and shall remain in effect for a period of five years from the date of the Collaboration Agreement with an option for a further five-year renewal.

In addition, a Joint Collaboration Committee ("JCC") has been formed to implement the Collaboration Agreement which will be chaired by MAS board member Datuk Mohamed Azman Yahya with other members including MAS Executive Director Mohammed Rashdan Mohd Yusof, AirAsia Group Chief Executive Officer Tan Sri Tony Fernandes and AirAsia Deputy Group CEO Dato' Kamarudin Meranun.

MAS Chairman Tan Sri Md Nor Yusof said: "The signing of the Collaboration Agreement heralds an exciting new era of cooperation whereby the airlines involved will stand to gain significantly by tapping the benefits of working together. We believe that the joint collaboration will help MAS focus on our strengths in our core markets and work towards deriving higher loads and more efficient resource utilization. We will also be able to offer services in engineering and other areas to both AirAsia and AirAsia X. Firefly's resources would be refocused to launch a new regional full service airline operation."

AirAsia Chief Executive Officer and AirAsia X Director, Tan Sri Tony Fernandes said: "By focusing on core competencies, it will enable both parties to increase product offerings to our respective customers. AirAsia and AirAsia X see growth opportunities in new routes and destinations. Our business model requires us to continue to reduce prices in order to increase volumes for consumers in the low cost travel segment which we can now focus on in a more significant way."

Khazanah Managing Director Tan Sri Azman Mokthar said: "This historic collaboration we believe is both synergistic and pragmatic. It will sharpen the focus of core competencies, deliver better product and choice for customers and ultimately create greater value for all stakeholders. Aviation has a very high economic multiplier, estimated at some 12 times according to a study commissioned by Khazanah. In that regard, this will significantly enhance national competitiveness in line with the Government's Economic Transformation Programme."

He added: "The transaction has been pragmatically structured in that the business models, brands, Boards, governance structure, and indeed culture remain distinct and separate yet is now complemented by the Comprehensive Collaboration Framework. Malaysia Airlines position as the national carrier is also unquestioned with Khazanah firmly positioned as its 49% and single largest shareholder augmented by the special shareholder position of the Government. Concurrently, Khazanah is also very pleased to be investing in and in collaboration with a home-grown regional champion, AirAsia. All this we believe will also augur well for better connectivity and KLIA's position as a hub and Khazanah's adjacent investments in airports, leisure and tourism and Iskandar Malaysia."

Tune Air co-founder and major shareholder Dato' Kamarudin Meranun said: "We are delighted with Khazanah's entry as a major shareholder in AirAsia. Tune Air is also excited to become a significant shareholder in MAS. We see great value creation opportunities in the three companies for the benefit of all shareholders. This also augurs well with the Tune Group's pursuit of providing comprehensive lifestyle products and experience, both affordable and premium, through our existing investments in sports and entertainment."

An advisory panel, chaired by Tun Abdullah Hj Ahmad Badawi, has also been set up to ensure that all parties involved in the CCF, operate in the interests of the public and reflects the aspirations of all consumers.

End

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Exhibit 10

Share Trading Data

Share Trading Data

	Malaysia Airlines		AirAsia	
Date	Closing price	Shares traded	Closing price	Shares traded
7/4/2011	0.71	3,288,227	3.46	9,463,100
7/5/2011	0.71	4,520,090	3.49	9,823,000
7/6/2011	0.72	3,559,377	3.50	5,314,100
7/7/2011	0.73	4,127,602	3.45	13,002,900
7/8/2011	0.71	3,338,802	3.45	13,731,000
7/11/2011	0.70	2,693,864	3.45	3,730,300
7/12/2011	0.69	2,380,851	3.47	3,058,900
7/13/2011	0.70	1,928,013	3.52	6,378,700
7/14/2011	0.70	646,425	3.55	9,586,200
7/15/2011	0.70	1,930,351	3.49	3,830,500
7/18/2011	0.69	2,010,889	3.48	2,592,400
7/19/2011	0.68	3,684,964	3.55	6,341,800
7/20/2011	0.71	3,145,427	3.50	3,232,900
7/21/2011	0.71	3,473,314	3.67	7,984,400
7/22/2011	0.71	2,950,776	3.76	18,545,400
7/25/2011	0.70	2,805,001	3.74	6,217,900
7/26/2011	0.71	1,425,876	3.79	6,623,200
7/27/2011	0.70	2,009,189	3.93	11,644,500
7/28/2011	0.70	1,118,388	3.90	8,830,600
7/29/2011	0.70	2,330,701	3.93	7,123,300
8/1/2011	0.72	4,141,415	3.99	8,956,500
8/2/2011	0.71	4,252,340	4.14	13,248,400
8/3/2011	0.75	15,192,908	4.11	15,965,500
8/4/2011	0.79	27,104,601	4.10	18,175,800
8/5/2011	0.75	35,130,305	3.95	36,778,400
*8/10/2011	0.81	121,729,198	3.54	90,575,500
8/11/2011	0.85	57,753,066	3.50	53,205,000
8/12/2011	0.88	55,162,903	3.45	39,929,600
8/15/2011	0.89	47,384,761	3.67	26,988,400
8/16/2011	0.87	27,724,676	3.75	31,635,000
8/17/2011	0.85	14,614,057	3.73	18,666,700
8/18/2011	0.82	16,102,408	3.72	12,669,900
8/19/2011	0.78	35,840,480	3.64	23,091,500

*- Trading in the shares of both companies was suspended Monday and Tuesday, August 8-9, 2011. Trading resumed on Wednesday, August 10.

Exhibit 11

Khazanah Media Statement - 2 May 2012

Khazanah Media Statement, Kuala Lumpur, 2 May 2012

KHAZANAH NASIONAL

MEDIA STATEMENT
Kuala Lumpur, 2 May 2012

Khazanah Strengthens Support for MAS Turnaround Plan and Collaboration, Reverses Share Swap with Tune Air

Khazanah Nasional Berhad ("Khazanah") today announced the reversal of the share swap with Tune Air Sdn. Bhd. ("Tune Air") while reemphasising its support for greater collaboration between Malaysia Airline System Berhad ("MAS"), AirAsia Berhad ("AirAsia") and AirAsia X Sdn. Bhd. ("AirAsia X") as part of a broader turnaround plan for MAS.

Khazanah Managing Director, Tan Sri Dato' Azman Haji Mokhtar said: "Aviation remains a highly critical sector for national development, especially for an open and growing economy such as ours. A healthy aviation sector is not possible without a strong national airline and it was in this context that collaboration between MAS and AirAsia was undertaken as part of a broader turnaround plan for our national carrier.

"Khazanah remains supportive of the compelling logic of proper collaboration between airlines so long as it complies with anti-competition laws, but we also acknowledge the unintended and unfortunate confusion and distraction of the share swap arrangement that has become an impediment to the more important task of turning around the national carrier. As such, the share swap reversal to reinstate the original shareholding positions is done simultaneously with strengthening proper collaboration areas between the competing airlines. In addition, MAS will be further strengthened with, among others, a fleet renewal programme."

"Further, in reviewing the previous arrangements, Khazanah has initiated discussions with the Government of Malaysia to request for the mutual establishment of a more clearly defined regulatory, policy and coordination environment for the aviation industry with sufficient safeguards for public and consumer interests. As the major shareholder, Khazanah will continue to play its required role in support of MAS as the national carrier and the national aviation industry." "In return for the substantial public funds that has been expended, we will need all parties including the Board, management, staff, unions and other stakeholders of MAS to close ranks, improve productivity and turnaround the airline together. With this reset, we hope and believe that it will give all parties renewed impetus to refocus and move forward together in the interest of MAS and in the interest of the nation."

In August 2011, a Comprehensive Collaboration Framework ("CCF") was established to enable MAS, AirAsia and AirAsia X to explore opportunities to co-operate on a broad range of areas so as to leverage on their respective core competencies and optimise efficiencies. As part of the CCF, Khazanah and Tune Air entered into a share swap agreement to align the interests of the primary shareholders of MAS and AirAsia, thereby strengthening the potential for collaboration. "The cross-holding of shares was well-intended to simply better align the economic interests on the part of the major shareholders, Khazanah and Tune Air. After eight months however, our assessment now is that the cross-holding of shares has become a distraction to management's efforts to turnaround MAS and win stakeholders' support for collaboration. We have therefore agreed to unwind the cross-holding of shares and revert to the original structure of major shareholdings of the two companies.

"To be clear, it is also worth noting that contrary to some reports, the CCF did not cause or contribute to the recent losses that were announced by MAS as this was incurred well before the CCF was in place. Neither did the Government at any time cede control of MAS by virtue of its 49% shareholding and the golden share," added Tan Sri Azman.

The unwinding of the share swap will see Khazanah transfer its 10% or 277,650,600 ordinary shares in AirAsia back to Tune Air, while Tune Air will transfer its 20.5% or 685,142,000 ordinary shares in MAS back to Khazanah. This transaction will be conducted based on the same swap ratio of 2.05 based on the prices at the time the share swap was announced in August 2011, where MAS was valued at RM1.60 per share and AirAsia's share at RM3.95. No cash will change hands.

Given that Khazanah had met the criteria under paragraph 21.1(d) of Practice Note 9 of the Malaysian Code on Take-Overs and Mergers 2010, Khazanah had applied for and obtained from the Securities Commission an exemption from the obligation to undertake a mandatory general offer for the remaining shares in MAS.

Pursuant to the unwinding of the share swap, the nominee director of Khazanah on AirAsia's Board of Directors and Tune Air's nominee directors on MAS' Board will resign immediately.

"Our focus continues to be one of supporting MAS in its efforts to improve its financial and operational performance. The collaboration remains a key instrument of MAS' turnaround plan. After this extended period working closely together under the original CCF, the companies believe that the economic rationale for collaboration in their mutual interests is strong enough for them to move ahead without the cross-holding of shares. I am pleased to see that MAS, AirAsia and AirAsia X are now in a position to move forward on the collaboration," said Tan Sri Azman.

End

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About Khazanah Nasional Berhad

Khazanah is the strategic investment fund of the Government of Malaysia entrusted to hold and manage the commercial assets of the Government and to undertake strategic investments. Khazanah is involved in various sectors such as power, telecommunications, banking, airport management, infrastructure, property development, broadcasting, semiconductor, steel production, electronics, investment holding, technology and venture capital. Some of the key listed companies in Khazanah's investment portfolio include Telekom Malaysia Berhad, Tenaga Nasional Berhad, CIMB Group, PLUS Expressway Berhad, Malaysia Airlines System Berhad, Malaysia Airport Berhad, UEM Land Holdings Berhad, Axiata Group Berhad and Time dotCom Berhad.

For further information on Khazanah, please visit www.khazanah.com.my.

Exhibit 12

MAS Announcement - 2 May 2012

MAS Announcement - 2 May 2012

MALAYSIAN AIRLINE SYSTEM BERHAD ("MAS" OR "COMPANY")

(I) SUPPLEMENTAL AGREEMENT TO THE COLLABORATION AGREEMENT BETWEEN THE COMPANY, AIRASIA BERHAD ("AIRASIA") AND AIRASIA X SDN BHD ("AAX") ("SUPPLEMENTAL AGREEMENT");

(II) NEW MEMORANDUMS OF UNDERSTANDING WITH AIRASIA AND AAX ("MOU"); AND

(III) TERMINATION OF THE PROPOSED WARRANTS EXCHANGE EXERCISE WITH AIRASIA ("PROPOSED WARRANTS EXCHANGE").

---

1. INTRODUCTION

Reference is made to the announcement dated 9 August 2011 in relation to the Collaboration Agreement and announcements dated 9 August 2011, 21 October 2011, 4 November 2011 and 4 January 2012 in relation to the Proposed Warrants Exchange (collectively "**Announcements**").

Unless otherwise stated or defined herein, all abbreviations used in this announcement shall have the same meanings as those defined in the said Announcements.

1.1 Supplemental Agreement and MOU

On behalf of MAS, we wish to announce that the Company has today, 2 May 2012:

(i) entered into a Supplemental Agreement to vary the terms and scope of the Collaboration Agreement; and

(ii) pursuant to the Supplemental Agreement, MAS has separately entered into memorandums of understanding in respect of the following:

(a) to jointly explore the setting up of the joint-venture company by MAS, AirAsia and AAX to provide aircraft component maintenance support and repair services ("**MOU 1**"); and

(b) to establish the broad set of business principles for the proposed establishment of a special purpose vehicle ("**SPV**") by MAS, AirAsia and AAX to improve value for money and increase competitiveness and benefits to customers through procurement synergies by outsourcing to the SPV the procurement processes for identified goods and services in agreed categories ("**MOU 2**").

The details of the Supplemental Agreement and the MOUs are set out below.

1.2 Proposed Warrants Exchange

In addition, the Company had received a letter dated 30 April 2012 from Khazanah and Tune Air, the major shareholders of MAS and AirAsia respectively, stating that they have agreed to terminate the earlier Share Swap ("Termination of Share Swap"). Pursuant to the Termination of Share Swap, Khazanah will be acquiring 685,142,000 ordinary shares of RM1.00 each in MAS held by Tune Air, representing 20.50% ordinary equity interest in MAS. Similarly, Tune Air will be acquiring 277,650,600 ordinary shares of RM0.10 each in AirAsia held by Khazanah, representing approximately 9.99% equity interest in AirAsia.

Consequently in view of the Termination of Share Swap, the Board has agreed to mutually terminate the Proposed Warrants Exchange and the warrants exchange agreement entered into between the Company and AirAsia on 21 October 2011 ("Termination"). In relation to the Termination, MAS and AirAsia will enter into a formal termination agreement in due course.

2. SALIENT TERMS OF THE SUPPLEMENTAL AGREEMENT

The salient terms of the Supplemental Agreement are as follows:

Salient Terms	Description
Cessation of the joint collaboration committee ("JCC")	The parties agree to disband the JCC with immediate effect, and to continue with the relevant co-operative efforts at their respective operational levels as the JCC has completed its review on matters to be proposed for exploration or assessment under the Collaboration Agreement prior to their implementation in accordance with the scope determined by the JCC.
Cessation of focus areas	The respective focus areas of MAS, AirAsia and AAX as stated in the Collaboration Agreement, namely: • MAS to focus on being a full-service premium carrier; • AirAsia to focus on being a regional low-cost carrier ("LCC"); and • AAX to focus on being a medium-to-long haul LCC; shall cease to be operative.
Areas for Continued Collaboration	The parties agree that they shall proceed to mutually discuss and agree, in good faith, terms for joint ventures and collaborations in the areas of: • procurement; • training; • aircraft component repairs; • technical and operational efficiency; and • mutually championing common industry issues.

	The parties will further proceed to discuss and agree the workstreams, timelines and milestones that are required to give effect to the proposed execution of these arrangements. Notwithstanding the above, the parties may decide to explore new areas of collaboration.
Network	The parties agree that at this time, the parties will not undertake any further assessment, review and implementation for or of any collaboration or other arrangement in respect of the provision of network services.
Anti-trust	The parties reiterate their obligations in the Collaboration Agreement to ensure that nothing will be or is done which will breach any applicable legal requirements in respect of anti-trust laws and the entry into the non-binding term sheets or any other documents will be subject to and will not be implemented until the relevant parties have obtained all necessary or desirable anti-trust clearances or exemptions in Malaysia or internationally

3. DETAILS OF THE MOUs

3.1 MOU 1

The purpose of MOU 1 is to jointly explore the setting up of a joint-venture company by MAS, AirAsia and AAX to provide aircraft component maintenance support and repair services.

Pursuant to MOU 1, MAS, AirAsia and AAX will establish a working group to produce a consolidated proposal identifying, amongst others, the viability and method of pursuing the same. The key objective of the working group is developing a viable business approach, which will include, without limitation:

(i) identifying and assessing the scope, approach and requirements for setting up a viable and sustainable component support and maintenance joint venture that will meet the needs of the parties and other third party airline customers. The joint venture may include other partners that are able to contribute capital, expertise and baseload to the joint venture;
(ii) agreeing on the implementation timeline; and
(iii) agreeing on the terms for the joint-venture company with the view to execute the relevant agreements ("**Definitive Agreements**").

MOU 1 will come into effect on the date of signing and will remain in effect for a period of 6 months ("**Term**") unless terminated or extended by mutual agreement of the parties, evidenced in writing. This MOU will terminate on the earlier of the execution of the Definitive Agreements or the end of the Term.

MAS, AirAsia and AAX agree that they shall not discuss, talk or negotiate with, or provide any assistance, directly or indirectly, to any third party who

may be interested in setting up and/or collaborating in the development of a joint venture, association, partnership or other concept in relation to this MOU for a period of 180 days from date of this MOU ("**Lock-Up Period**"). The Lock-Up Period will survive any earlier termination of this MOU for the full 180-day period and the parties agree that any extension of the Term will extend the duration of this Lock-Up Period correspondingly.

The entry into MOU 1 or any other document arising from the said MOU 1 will be subject to and will not be implemented until the MAS, AirAsia and AAX have obtained all necessary or desirable anti-trust clearance or exemptions in Malaysia or internationally.

This MOU is not intended to have a legal and binding effect save for certain clauses therein relating to amongst others, exclusivity, confidentiality and Lock-Up Period.

A detailed announcement on the proposed joint venture will be made upon the finalisation of the terms and conditions of the proposed joint venture and the execution of the Definitive Agreements.

3.2 MOU 2

The purpose of MOU 2 is to establish the broad set of business principles for the proposed establishment of a SPV by MAS, AirAsia and AAX to improve value for money and to increase competitiveness and benefits to customers through procurement synergies

It is the intent of MAS, AirAsia and AAX that the shareholding of the SPV shall be in the ratio of 50%:35%:15% respectively.

The SPV will provide services to MAS, AirAsia and AAX primarily comprising strategic sourcing services involving the design, strategy and conduct of procurement processes directed at achieving overall efficiencies and improved value for money for identified goods and services. The procurement processes will result in separate supply agreements between each party and each supplier that are then separately managed by the party on a day to day basis. The governance of the SPV and the procurement processes will be conducted in accordance with an engagement protocol that ensures the parties comply with all anti-trust laws and relevant activities and communications are kept separate between the parties.

Pursuant to MOU 2, MAS, AirAsia and AAX will establish a working group to produce a consolidated business plan identifying, amongst others, the viability and method of pursuing the same. The key objective of the working group is developing a viable business approach, which will include, without limitation:

(i) identifying and assessing the procurement categories which would include but not be limited to fuel and oils, marketing, insurance, aircraft components, parts and services, communications and information technology, and ground handling;
(ii) agreeing on the implementation timeline;
(iii) agreeing on the organisation structure and key management positions of the SPV;
(iv) agreeing on the governance of the SPV including the number of Directors to be nominated by MAS, AirAsia and AAX to the Board of Directors of the SPV; and
(v) agreeing on the terms for the SPV with a view to executing the Definitive Agreements.

MOU 2 will come into effect on the date of signing and will remain in effect for a period of 6 months ("**Term**") unless terminated or extended by mutual agreement of the parties, evidenced in writing. This MOU will terminate on the earlier of the execution of the Definitive Agreements or the end of the Term.

MAS, AirAsia and AAX agree that they shall not discuss, talk or negotiate with, or provide any assistance, directly or indirectly, to any third party who may be interested in setting up and/or collaborating in the development of a joint venture, association, partnership or other concept in relation to this MOU for a period of 180 days from date of this MOU. The Lock-Up Period will survive any earlier termination of this MOU for the full 180-day period and the parties agree that any extension of the Term will extend the duration of this Lock-Up Period correspondingly.

The entry into MOU 2 or any other document arising from the said MOU 2 will be subject to and will not be implemented until the MAS, AirAsia and AAX have obtained all necessary or desirable anti-trust clearance or exemptions in Malaysia or internationally.

This MOU is not intended to have a legal and binding effect save for certain clauses therein relating to amongst others, exclusivity, confidentiality and Lock-Up Period.

A detailed announcement on the proposed joint venture will be made upon the finalisation of the terms and conditions of the proposed joint venture and the execution of the Definitive Agreements.

4. RATIONALE

4.1 Supplemental Agreement and MOUs

Further to the JCC's findings after its review of matters under the Collaboration Agreement, the parties aim to refine the focus of the

Collaboration Agreement on specific areas of potential cost synergies which would result in achievable benefits and cost savings to the parties. The MOUs are intended to enable the parties to further identify and evaluate opportunities to collaborate via joint procurement and aircraft component maintenance support and repair services.

4.2 Termination of Proposed Warrants Exchange

The rationale for the Proposed Warrants Exchange as stated in the previous announcement of the Company dated 9 August 2011 was to provide an opportunity for the alignment of the common interests of AirAsia and MAS shareholders by enabling them to participate in the other company's equity at a predetermined exercise price during the tenure of the warrants to be exchanged by MAS and AirAsia.

Pursuant to the Termination of Share Swap, the rationale for the Proposed Warrants Exchange is no longer applicable as Khazanah and Tune Air no longer hold shares in AirAsia and MAS respectively. As such, the Board of Directors of both MAS and AirAsia have decided to terminate the Proposed Warrants Exchange following the Termination of Share Swap.

5. APPROVALS OF SHAREHOLDERS AND AUTHORITIES

The Supplemental Agreement, MOUs and the Termination are not subject to the approval of the shareholders or any other regulatory authorities.

6. FINANCIAL EFFECTS

The Supplemental Agreement, MOUs and the Termination will not have any effect on the issued and paid-up share capital of the Company and are not expected to have any material effect on the earnings, gearing and net assets of MAS group for the financial year ending 31 December 2012.

7. DIRECTORS' AND MAJOR SHAREHOLDERS' INTEREST

7.1 Major shareholders' interests

Save as disclosed below, none of the major shareholders and/or persons connected with them has any interest, direct or indirect, in the Supplemental Agreement, MOUs and the Termination

As at 1 May 2012, the following major shareholders of MAS are also the major shareholders of AirAsia:

	Shareholdings in MAS			
	Direct		Indirect	
Major Shareholders	**No. of MAS Shares**	**%**	**No. of MAS Shares**	**%**
Khazanah	1,633,335,827	48.87	-	-
Tune Air	685,142,000	20.50	-	-

	Shareholdings in AirAsia			
	Direct		Indirect	
Major Shareholders	**No. of AirAsia Shares**	**%**	**No. of AirAsia Shares**	**%**
Khazanah	277,650,600	10.00	-	-
Tune Air	362,957,782	13.07	-	-

Accordingly, Khazanah and Tune Air ("Interested Major Shareholders") are deemed interested in the Supplemental Agreement, MOUs and the Termination.

However, pursuant to the Termination of Share Swap, Tune Air will cease to be a shareholder of MAS and Khazanah will cease to be a shareholder of AirAsia.

7.2 Directors' interests

Save as disclosed below, none of the directors of the Company and/or persons connected with them has any interest, direct or indirect, in the Supplemental Agreement, MOUs and the Termination:

Director	Board of MAS	Board of AirAsia
Datuk Mohamed Azman bin Yahya	Non-Independent Non-Executive Director	Non-Independent Non-Executive Director (resigned on 30 April 2012)
Encik Mohammed Rashdan bin Mohd Yusof	Non-Independent Non-Executive Director	-
Tan Sri Dr. Anthony Francis Fernandes	Non-Independent and Non-Executive Director (resigned on 30 April 2012)	Group Chief Executive Officer
Dato' Kamarudin bin Meranun	Non-Independent and Non-Executive Director (resigned on 30 April 2012)	Deputy Group Chief Executive Officer & President of Group Finance, Treasury, Corporate Finance and Legal

Pursuant to the Termination of Share Swap, Datuk Mohamed Azman bin Yahya resigned from the Board of AirAsia on 30 April 2012. He has abstained and will continue to abstain from deliberating and voting on the Collaboration Agreement, Supplemental Agreement, MOUs and the Termination at the relevant Board meetings.

Encik Mohammed Rashdan bin Mohd Yusof is a director nominated by Khazanah (an Interested Major Shareholder). He has abstained and will continue to abstain from deliberating and voting on the Collaboration Agreement, Supplemental Agreement, MOUs and the Termination at the relevant Board meetings.

Tan Sri Dr. Anthony Francis Fernandes and Dato' Kamarudin bin Meranun have resigned from the Board of MAS on 30 April 2012 and as such, did not deliberate and vote on the Supplemental Agreement, MOUs and the Termination.

Tan Sri Md Nor Md Yusof is not deemed interested in the Supplemental Agreement, MOUs and the Termination. However, as he is the Non-Independent and Non- Executive Chairman of the Company and a director of Khazanah, he has voluntarily decided to abstain and will continue to abstain from deliberating and voting on the Collaboration Agreement, Supplemental Agreement, MOUs and the Termination at the relevant Board meetings.

This announcement is dated 2 May 2012.

Exhibit 13

AirAsia Announcement - 2 May 2012

AirAsia announcement - 2 May 2012

AIRASIA BERHAD ("AIRASIA" OR "COMPANY")

(I) SUPPLEMENTAL AGREEMENT TO THE COLLABORATION AGREEMENT BETWEEN THE COMPANY, MALAYSIAN AIRLINE SYSTEM BERHAD ("MAS") AND AIRASIA X SDN BHD ("AAX") ("SUPPLEMENTAL AGREEMENT");

(II) NEW MEMORANDUMS OF UNDERSTANDING WITH MAS AND AAX ("MOU"); AND

(III) TERMINATION OF THE PROPOSED WARRANTS EXCHANGE EXERCISE WITH MAS ("PROPOSED WARRANTS EXCHANGE").

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1. INTRODUCTION

Reference is made to the announcement dated 9 August 2011 in relation to the Collaboration Agreement and announcements dated 9 August 2011, 21 October 2011, 4 November 2011 and 4 January 2012 in relation to the Proposed Warrants Exchange (collectively "**Announcements**").

Unless otherwise stated or defined herein, all abbreviations used in this announcement shall have the same meanings as those defined in the said Announcements.

1.1 Supplemental Agreement and MOU

On behalf of AirAsia, we wish to announce that the Company has today, 2 May 2012:

(i) entered into a Supplemental Agreement to vary the terms and scope of the Collaboration Agreement; and

(ii) pursuant to the Supplemental Agreement, AirAsia has separately entered into memorandums of understanding in respect of the following:

(a) to jointly explore the setting up of the joint-venture company by AirAsia, MAS and AAX to provide aircraft component maintenance support and repair services ("**MOU 1**"); and

(b) to establish the broad set of business principles for the proposed establishment of a special purpose vehicle ("**SPV**") by AirAsia, MAS and AAX to improve value for money and increase competitiveness and benefits to customers through procurement synergies by outsourcing to the SPV the

procurement processes for identified goods and services in agreed categories ("**MOU 2**").

The details of the Supplemental Agreement and the MOUs are set out below.

1.2 Proposed Warrants Exchange

In addition, the Company had received a letter dated 30 April 2012 from Tune Air and Khazanah, the major shareholders of AirAsia and MAS respectively, stating that they have agreed to terminate the earlier Share Swap ("**Termination of Share Swap**"). Pursuant to the Termination of Share Swap, Tune Air will be acquiring 277,650,600 ordinary shares of RM0.10 each in AirAsia held by Khazanah, representing approximately 9.99% equity interest in AirAsia. Similarly, Khazanah will be acquiring 685,142,000 ordinary shares of RM1.00 each in MAS held by Tune Air, representing 20.50% ordinary equity interest in MAS.

Consequently in view of the Termination of Share Swap the Board, has agreed to mutually terminate the Proposed Warrants Exchange and the warrants exchange agreement entered into between the Company and MAS on 21 October 2011 ("**Termination**"). In relation to the Termination, AirAsia and MAS will enter into a formal termination agreement in due course.

2. SALIENT TERMS OF THE SUPPLEMENTAL AGREEMENT

The salient terms of the Supplemental Agreement are as follows:

Salient Terms	Description
Cessation of the joint collaboration committee("JCC")	The parties agree to disband the JCC with immediate effect, and to continue with the relevant co-operative efforts at their respective operational levels as the JCC has completed its review on matters to be proposed for exploration or assessment under the Collaboration Agreement prior to their implementation in accordance with the scope determined by the JCC
Cessation of focus areas	The respective focus areas of MAS, AirAsia and AAX as stated in the Collaboration Agreement, namely: • MAS to focus on being a full-service premium carrier; • AirAsia to focus on being a regional low-cost carrier ("LCC"); and • AAX to focus on being a medium-to-long haul LCC; shall cease to be operative.
Areas for Continued Collaboration	The parties agree that they shall proceed to mutually discuss and agree, in good faith, terms for joint ventures and collaborations in the areas of: • procurement; • training; • aircraft component repairs; • technical and operational efficiency; and • mutually championing common industry issues.

	The parties will further proceed to discuss and agree the workstreams, timelines and milestones that are required to give effect to the proposed execution of these arrangements. Notwithstanding the above, the parties may decide to explore new areas of collaboration.
Network	The parties agree that at this time, the parties will not undertake any further assessment, review and implementation for or of any collaboration or other arrangement in respect of the provision of network services.
Anti-trust	The parties reiterate their obligations in the Collaboration Agreement to ensure that nothing will be or is done which will breach any applicable legal requirements in respect of anti-trust laws and the entry into the non-binding term sheets or any other documents will be subject to and will not be implemented until the relevant parties have obtained all necessary or desirable anti-trust clearances or exemptions in Malaysia or internationally.

3. DETAILS OF THE MOUs

3.1 MOU 1

The purpose of MOU 1 is to jointly explore the setting up of a joint-venture company by AirAsia, MAS and AAX to provide aircraft component maintenance support and repair services.

Pursuant to MOU 1, AirAsia, MAS and AAX will establish a working group to produce a consolidated proposal identifying, amongst others, the viability and method of pursuing the same. The key objective of the working group is developing a viable business approach, which will include, without limitation:

(i) identifying and assessing the scope, approach and requirements for setting up a viable and sustainable component support and maintenance joint venture that will meet the needs of the parties and other third party airline customers. The joint venture may include other partners that are able to contribute capital, expertise and baseload to the joint venture;
(ii) agreeing on the implementation timeline; and
(iii) agreeing on the terms for the joint-venture company with the view to execute the relevant agreements ("**Definitive Agreements**").

MOU 1 will come into effect on the date of signing and will remain in effect for a period of 6 months ("**Term**") unless terminated or extended by mutual agreement of the parties, evidenced in writing. This MOU will terminate on the earlier of the execution of the Definitive Agreement or the end of the Term.

AirAsia, MAS and AAX agree that they shall not discuss, talk or negotiate with, or provide any assistance, directly or indirectly, to any third party who may be interested in setting up and/or collaborating in the development of a joint venture, association, partnership or other concept in relation to this

MOU for a period of 180 days from date of this MOU ("**Lock-Up Period**"). The Lock-Up Period will survive any earlier termination of this MOU for the full 180-day period and the parties agree that any extension of the Term will extend the duration of this Lock-Up Period correspondingly.

The entry into MOU 1 or any other document arising from the said MOU 1 will be subject to and will not be implemented until the AirAsia, MAS and AAX have obtained all necessary or desirable anti-trust clearance or exemptions in Malaysia or internationally.

The MOU is not intended to have a legal and binding effect save for certain clauses therein relating to amongst others, exclusivity, confidentiality and Lock-Up Period.

A detailed announcement on the proposed joint venture will be made upon the finalisation of the terms and conditions of the proposed joint venture and the execution of the Definitive Agreements.

3.2 MOU 2

The purpose of MOU 2 is to establish the broad set of business principles for the proposed establishment of a SPV by AirAsia, MAS and AAX to improve value for money and to increase competitiveness and benefits to customers through procurement synergies.

It is the intent of AirAsia, MAS and AAX that the shareholding of the SPV shall be in the ratio of 35%:50%:15% respectively.

The SPV will provide services to AirAsia, MAS and AAX primarily comprising strategic sourcing services involving the design, strategy and conduct of procurement processes directed at achieving overall efficiencies and improved value for money for identified goods and services. The procurement processes will result in separate supply agreements between each party and each supplier that are then separately managed by the party on a day to day basis. The governance of the SPV and the procurement processes will be conducted in accordance with an engagement protocol that ensures the parties comply with all anti-trust laws and relevant activities and communications are kept separate between the parties.

Pursuant to MOU 2, AirAsia, MAS and AAX will establish a working group to produce a consolidated business plan identifying, amongst others, the viability and method of pursuing the same. The key objective of the working group is developing a viable business approach, which will include, without limitation:

(i) identifying and assessing the procurement categories which would include but not be limited to fuel and oils, marketing, insurance,

aircraft components, parts and services, communications and information technology, and ground handling;

(ii) agreeing on the implementation timeline;

(iii) agreeing on the organisation structure and key management positions of the SPV;

(iv) agreeing on the governance of the SPV including the number of Directors to be nominated by AirAsia, MAS and AAX to the Board of Directors of the SPV; and

(v) agreeing on the terms for the SPV with a view to executing the Definitive Agreements.

MOU 2 will come into effect on the date of signing and will remain in effect for a period of 6 months ("**Term**") unless terminated or extended by mutual agreement of the parties, evidenced in writing. This MOU will terminate on the earlier of the execution of the Definitive Agreement or the end of the Term.

AirAsia, MAS and AAX agree that they shall not discuss, talk or negotiate with, or provide any assistance, directly or indirectly, to any third party who may be interested in setting up and/or collaborating in the development of a joint venture, association, partnership or other concept in relation to this MOU for a period of 180 days from date of this MOU. The Lock-Up Period will survive any earlier termination of this MOU for the full 180-day period and the parties agree that any extension of the Term will extend the duration of this Lock-Up Period correspondingly.

The entry into MOU 2 or any other document arising from the said MOU 2 will be subject to and will not be implemented until the AirAsia, MAS and AAX have obtained all necessary or desirable anti-trust clearance or exemptions in Malaysia or internationally.

This MOU is not intended to have a legal and binding effect save for certain clauses therein relating to amongst others, exclusivity, confidentiality and Lock-Up Period.

A detailed announcement on the proposed joint venture will be made upon the finalisation of the terms and conditions of the proposed joint venture and the execution of the Definitive Agreements.

4. RATIONALE

4.1 Supplemental Agreement and MOUs

Further to the JCC's findings after its review of matters under the Collaboration Agreement, the parties aim to refine the focus of the Collaboration Agreement on specific areas of potential cost synergies which would result in achievable benefits and cost savings to the parties. The MOUs

are intended to enable the parties to further identify and evaluate opportunities to collaborate via joint procurement, and aircraft component maintenance support and repair services.

4.2 Termination of Proposed Warrants Exchange

The rationale for the Proposed Warrants Exchange as stated in the previous announcement of the Company dated 9 August 2011 was to provide an opportunity for the alignment of the common interests of AirAsia and MAS shareholders by enabling them to participate in the other company's equity at a predetermined exercise price during the tenure of the warrants to be exchanged by AirAsia and MAS.

Further to the Termination of Share Swap, the rationale for the Proposed Warrants Exchange is no longer applicable as Tune Air and Khazanah no longer hold shares in MAS and AirAsia respectively. As such, the Board of Directors of both AirAsia and MAS have decided to terminate the Proposed Warrants Exchange following the Termination of Share Swap.

5. APPROVALS OF SHAREHOLDERS AND AUTHORITIES

The Supplemental Agreement, MOUs and the Termination are not subject to the approval of the shareholders or any other regulatory authorities.

6. FINANCIAL EFFECTS

The Supplemental Agreement, MOUs and the Termination will not have any effect on the issued and paid-up share capital of the Company and are not expected to have any material effect on the earnings, gearing and net assets of AirAsia group for the financial year ending 31 December 2012.

7. DIRECTORS' AND MAJOR SHAREHOLDERS' INTEREST

7.1 Major shareholders' interests

Save as disclosed below, none of the major shareholders and/or persons connected with them has any interest, direct or indirect, in the Supplemental Agreement, MOUs and the Termination.

As at 1 May 2012, the following major shareholders of AirAsia are also the major shareholders of MAS:

	Shareholdings in AirAsia			
	Direct		**Indirect**	
Major Shareholders	**No. of AirAsia Shares**	**%**	**No. of AirAsia Shares**	**%**
Khazanah	277,650,600	9.99	-	-
Tune Air	362,957,782	13.06	-	-
Tan Sri Dr. Anthony Francis Fernandes	3,227,010	0.12	362,957,782(1)	13.06
Dato' Kamarudinbin Meranun	1,692,900	0.06	362,957,782(1)	13.06

	Shareholdings in MAS			
	Direct		**Indirect**	
Major Shareholders	**No. of MAS Shares**	**%**	**No. of MAS Shares**	**%**
Khazanah	1,633,335,827	48.87	-	-
Tune Air	685,142,000	20.50	-	-
Tan Sri Dr. Anthony Francis Fernandes	-	-	685,142,000(1)	20.50
Dato' Kamarudin bin Meranun	-	-	685,142,000(1)	20.50

Note:
Deemed interested by virtue of Section 6A of the Companies Act, 1965 through a shareholding of more than 15.00% in Tune Air.

Accordingly, Tune Air and Khazanah ("**Interested Major Shareholders**") are deemed interested in the Supplemental Agreement, MOUs and the Termination.

However, pursuant to the Termination of Share Swap, Khazanah will cease to be a shareholder of AirAsia and Tune Air will cease to be a shareholder of MAS.

7.2 Directors' interests

Save as disclosed below, none of the directors of the Company and/or persons connected with them has any interest, direct or indirect, in the Supplemental Agreement, MOUs and the Termination:

Director	Board of AirAsia	Board of MAS
Tan Sri Dr. Anthony Francis Fernandes	Group Chief Executive Officer	Non-Independent and Non-Executive Director (resigned on 30 April 2012)
Dato' Kamarudin bin Meranun	Deputy Group Chief Executive Officer & President of Group Finance, Treasury, Corporate Finance and Legal	Non-Independent and Non-Executive Director (resigned on 30 April 2012)
Dato' Abdel Aziz @ Abdul Aziz bin Abu Bakar	Non-Independent Non-Executive Chairman	-
Datuk Mohamed Azman bin Yahya	Non-Independent and Non-Executive Director (resigned on 30 April 2012)	Non-Independent Non-Executive Director

Pursuant to the Termination of Share Swap, Tan Sri Dr. Anthony Francis Fernandes and Dato' Kamarudin bin Meranun have resigned from the Board of MAS on 30 April 2012.

In addition, Tan Sri Dr. Anthony Francis Fernandes, Dato' Kamarudin bin Meranun and Dato' Abdel Aziz @ Abdul Aziz bin Abu Bakar will cease to be major shareholders of MAS, via their shareholdings in Tune Air, after the Termination of Share Swap (whereby Tune Air will cease to be a major shareholder in MAS).

Tan Sri Dr. Anthony Francis Fernandes, Dato' Kamarudin bin Meranun, and Dato' Abdel Aziz @ Abdul Aziz bin Abu Bakar have abstained and will continue to abstain from deliberating and voting on the Collaboration Agreement, Supplemental Agreement, MOUs and the Termination at the relevant Board meetings.

Datuk Mohamed Azman bin Yahya resigned from the Board of AirAsia on 30 April 2012 and as such, did not deliberate and vote on the Supplemental Agreement, MOUs and the Termination.

This announcement is dated 2 May 2012.

Exhibit 14

Timeline of Key Events

Timeline of Key Events

Date/Period	Remarks
1937	Malayan Airways Limited began operations
1965	Singapore separates from Malaysia – Malayan Airways Limited changes to Malaysia-Singapore Airlines ("MSA")
1972	MSA split into Malaysia Airline System ("MAS") and Singapore International Airways ("SIA")
1985	48% of MAS listed on Kuala Lumpur Stock Exchange
1993	Air Asia Berhad ("AA") founded
1994	MAS sells 32% stake to Tajudin Ramli for RM1.8billion
1996	AA began operations
1997-2000	Air traffic declines due to Asian financial crisis MAS loses RM1.2billion
2001	Government repurchases Tajudin's shares for RM1.8billion HICOM Holdings Bhd sells AA to Tune Air Sdn Bhd for RM1
2001 and 2002	MAS's operating loss equals RM1.2billion
2002	Through Penerbangan Malaysia Bhd, MoF establishes special purpose vehicle, Aircraft Business Malaysia Sdn Bhd; i.e. "Widespread Asset Unbundling"
2002-2005	MAS accumulates profits of RM1.1billion
2005	MAS loses RM1.3billion
2006	MAS gets new management team – Business Turnaround Plan
2007	Low cost carrier, Firefly launched AirAsiaX ("AAX") launched
8 August 2011	Trading of MAS and AA suspended
9 August 2011	Collaboration Agreement to swap shares signed
11 August 2011	Appointment of new directors on MAS Board from AA
13 August 2011	Malaysian Airlines System Employees Union ("MASEAU") president asks to consider all staff issues before making any changes in MAS
End 2011	Shila Dorai Raj, CEO of Malaysia Competition Commission ("MyCC") receives complaints on share swap
1 January 2012	Competition Act comes into effect
24 February 2012	MyCC receives letter of complaint from Federation Of Malaysian Consumers Association ("FOMCA") against cooperation between MAS and AA
4 April 2012	MyCC issues written notice to MAS and AA regarding investigation of Collaboration Agreement
2 May 2012	Collaboration Agreement terminated via Supplemental Agreement
6 September 2013	MyCC serves Proposed Decision on MAS and AA
17 October 2013	MAS responds to Proposed Decision

Date/Period	Remarks
18 October 2013	AA responds to Proposed Decision
15 January 2014	MAS and AA make oral representations to MyCC
31 March 2014	Decision by MyCC on MAS, AA, AAX share swap exercise: Infringement of Section 4(2)(b) of the Act and imposition of financial penalty of RM10m on MAS and AA respectively