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

FORM 20-F

☐ **REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

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

For the fiscal year ended December 31, 2012

OR

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

For the transition period from _________ to

OR

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

Date of event requiring this shell company report _____________

Commission file number 1-14660

中国南方航空股份有限公司
(Exact name of Registrant as specified in its charter)

CHINA SOUTHERN AIRLINES COMPANY LIMITED

(Translation of Registrant's name into English)

THE PEOPLE'S REPUBLIC OF CHINA

(Jurisdiction of incorporation or organization)

278 JI CHANG ROAD
GUANGZHOU, 510405

PEOPLE'S REPUBLIC OF CHINA

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(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

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

Title of each class	Name of each exchange on which registered
Ordinary H Shares of par value RMB1.00 per share represented by American Depositary Receipts	*New York Stock Exchange*

Securities registered or to be registered pursuant to Section 12(g) of the Act:

None

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act.

None

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report: 7,022,650,000 A Shares of par value RMB1.00 per share and 2,794,917,000 H Shares of par value RMB1.00 per share.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

☐ Yes ☑ No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

☐ Yes ☑ No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

☑ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

☐ Yes ☑ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☑ Accelerated filer ☐ Non-accelerated filer ☐

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP ☐ International Financial Reporting Standards ☑ as issued by the International Accounting Standards Board Other ☐

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow.

☐ Item 17 ☐ Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

☐ Yes ☑ No

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FORWARD-LOOKING STATEMENTS

This Annual Report contains forward-looking statements. These statements appear in a number of different places in this Annual Report. A forward-looking statement is usually identified by the use in this Annual Report of certain terminology such as "estimate", "project", "expect", "intend", "believe", "plan", "anticipate", "may", or their negatives or other comparable words. Also look for discussions of strategy that involve risks and uncertainties. Forward-looking statements include statements regarding the outlook for our future operations, forecasts of future costs and expenditures, evaluation of market conditions, the outcome of legal proceedings (if any), the adequacy of reserves, or other business plans. You are cautioned that such forward-looking statements are not guarantees and involve risks, assumptions and uncertainties. Our actual results may differ materially from those in the forward-looking statements due to risks facing the Company or due to actual facts differing from the assumptions underlying those forward-looking statements.

Some of these risks and assumptions, in addition to those identified under Item 3, "Key Information - Risk Factors," include:

- general economic and business conditions in markets where the Company operates, including changes in interest rates;
- the effects of competition on the demand for and price of our services;
- natural phenomena;
- the impact of unusual events on our business and operations;
- actions by government authorities, including changes in government regulations, and changes in the CAAC's regulatory policies;
- our relationship with China Southern Air Holding Company (the "CSAHC");
- uncertainties associated with legal proceedings;
- technological development;
- our ability to attract key personnel and attract new talent;
- future decisions by management in response to changing conditions;
- the Company's ability to execute prospective business plans;
- the availability of qualified flight personnel and airport facilities; and
- misjudgments in the course of preparing forward-looking statements.

The Company advises you that these cautionary remarks expressly qualify in their entirety all forward-looking statements attributable to the Company, the Group and persons acting on their behalf.

INTRODUCTORY NOTE

In this Annual Report, unless the context indicates otherwise, the "Company", "we", "us" and "our" means China Southern Airlines Company Limited, a joint stock company incorporated in China on March 25, 1995, the "Group" means the Company and its consolidated subsidiaries, and "CSAHC" means China Southern Air Holding Company, the Company's parent company which holds a 53.12% interest in the Company as of April 19, 2013.

References to "China" or the "PRC" are to the People's Republic of China, excluding Hong Kong, Macau and Taiwan. References to "Renminbi" or "RMB" are to the currency of China, references to "U.S. dollars", "$" or "US$" are to the currency of the United States of America (the "U.S." or "United States"), and reference to "HK$" is to the currency of Hong Kong. Reference to the "Chinese government" is to the national government of China. References to "Hong Kong" or "Hong Kong SAR" are to the Hong Kong Special Administrative Region of the PRC. References to "Macau" or "Macau SAR" are to the Macau Special Administrative Region of the PRC.

The Company presents its consolidated financial statements in Renminbi. The consolidated financial statements of the Company for the year ended December 31, 2012 (the "Financial Statements") have been prepared in accordance with all applicable International Financial Reporting Standards ("IFRSs"), which collective term includes all applicable individual IFRSs, International Accounting Standards ("IASs") and Interpretations issued by the International Accounting Standards Board (the "IASB").

Solely for the convenience of the readers, this Annual Report contains translations of certain Renminbi amounts into U.S. dollars at the rate of US$1.00 = RMB6.2855, which is the average of the buying and selling rates as quoted by the People's Bank of China at the close of business on December 31, 2012. No representation is made that the Renminbi amounts or U.S. dollar amounts included in this Annual Report could have been or could be converted into U.S. dollars or Renminbi, as the case may be, at any particular rate or at all. Any discrepancies in the tables included herein between the amounts listed and the totals are due to rounding.

GLOSSARY OF AIRLINE INDUSTRY TERMS

In this Annual Report, unless the context indicates otherwise, the following terms have the respective meanings set forth below.

Capacity Measurements

"available seat kilometers" or "ASKs"	the number of seats made available for sale multiplied by the kilometers flown
"available ton kilometers" or "ATKs"	the tons of capacity available for the transportation of revenue load (passengers and cargo) multiplied by the kilometers flown

Traffic Measurements

"cargo ton kilometers"	the load in tons multiplied by the kilometers flown
"revenue passenger kilometers" or "RPKs"	the number of passengers carried multiplied by the kilometers flown
"revenue ton kilometers" or "RTKs"	the load (passenger and cargo) in tons multiplied by the kilometers flown

Yield Measurements

"average yield"	revenue from airline operations (passenger and cargo) divided by RTKs
"cargo yield"	revenue from cargo operations divided by cargo ton kilometers
"passenger yield"	revenue from passenger operations divided by RPKs
"ton"	a metric ton, equivalent to 2,204.6 pounds

Load Factors

"breakeven load factor"	the load factor required to equate scheduled traffic revenue with operating costs assuming that total operating surplus is attributable to scheduled traffic operations
"overall load factor"	RTKs expressed as a percentage of ATKs
"passenger load factor"	RPKs expressed as a percentage of ASKs

Utilization

"utilization rates"	the actual number of flight and taxi hours per aircraft per operating day

Equipment

"expendables"	aircraft parts that are ordinarily used up and replaced with new parts
"rotables"	aircraft parts that are ordinarily repaired and reused

Others

"ADR"	American Depositary Receipt
"A Shares"	Shares issued by the Company to investors in the PRC for subscription in RMB, with par value of RMB1.00 each
"CAAC"	Civil Aviation Administration of China
"CAOSC"	China Aviation Oil Supplies Company

"CSRC"	China Securities Regulatory Commission
"H Shares"	Shares issued by the Company, listed on The Stock Exchange of Hong Kong Limited and subscribed for and traded in Hong Kong dollars, with par value of RMB1.00 each
"Nan Lung"	Nan Lung Holding Limited (a wholly-owned subsidiary of CSAHC)
"NDRC"	National Development and Reform Commission of China
"SA Finance"	Southern Airlines Group Finance Company Limited
"SAFE"	State Administration of Foreign Exchange of China
"SEC"	United States Securities and Exchange Commission

PART I

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS.

Not applicable.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE.

Not applicable.

ITEM 3. KEY INFORMATION.

A. Selected Financial Data.

The following tables present selected financial data for the five-year period ended December 31, 2012. The selected consolidated income statement data for the three-year period ended December 31, 2010, 2011 and 2012 and selected consolidated statement of financial position data as of December 31, 2011 and 2012 excluding basic and diluted earnings per ADR, are derived from the audited consolidated financial statements of the Company, including the related notes, included elsewhere in this Annual Report. The selected consolidated income statement data for the years ended December 31, 2008 and 2009 and selected consolidated statement of financial position data as of December 31, 2008, 2009 and 2010 are derived from the Company's audited consolidated financial statements that are not included in this Annual Report.

Moreover, the selected financial data should be read in conjunction with our consolidated financial statements together with accompanying notes and "Item 5. Operating and Financial Review and Prospects" which are included elsewhere in this Annual Report. Our consolidated financial statements are prepared and presented in accordance with International Financial Reporting Standards, or IFRSs.

	Year ended December 31,					
	2012 US$	**2012 RMB**	**2011 RMB**	**2010 RMB**	**2009 RMB**	**2008 RMB**
	(in million, except per share and per ADR data)					
Consolidated Income Statement Data:						
Operating revenue	15,832	99,514	90,395	76,495	54,802	55,288
Operating expenses	(15,254)	(95,877)	(87,063)	(70,689)	(55,355)	(61,771)
Operating profit/(loss)	811	5,099	4,353	6,282	1,436	(5,650)
Profit/(loss) before taxation	754	4,738	6,930	8,089	428	(4,728)
Profit/(loss) for the year	602	3,784	6,090	6,412	524	(4,789)
Profit/(loss) attributable to:						
Equity shareholders of the Company	417	2,619	5,110	5,792	327	(4,826)
Non-controlling interests	185	1,165	980	620	197	37
Basic and diluted earnings/(loss) per share	0.04	0.27	0.52	0.70	0.05	(0.74)
Basic and diluted earnings/(loss) per ADR[1]	2.12	13.34	26.02	34.83	2.31	(36.78)

(1) Basic and diluted earnings/(loss) per share have been computed by dividing profit/(loss) attributable to equity shareholders of the Company by the weighted average number of shares in issue. Basic and diluted earnings/(loss) per ADR have been computed as if all of our issued or potential ordinary shares, including domestic shares and H shares, are represented by ADRs during each of the years presented. Each ADR represents 50 shares.

	Year ended December 31,					
	2012 US$	2012 RMB	2011 RMB	2010 RMB	2009 RMB	2008 RMB
	(in million)					
Consolidated Statement of Financial Position Data:						
Cash and cash equivalents	1,604	10,082	9,863	10,404	4,343	4,649
Other current assets	1,067	6,705	9,622	5,455	4,785	4,599
Asset classified as held for sale	-	-	-	-	529	-
Property, plant and equipment, net	15,916	100,040	87,711	80,214	63,673	53,237
Total assets	22,664	142,454	129,412	111,335	94,856	83,151
Bank and other loans, including long-term bank and other loans due within one year	3,484	21,899	18,789	9,324	17,452	22,178
Short-term financing bills	-	-	-	-	-	2,000
Obligations under capital leases due within one year	397	2,494	1,784	1,654	1,431	1,781
Bank and other loans, excluding balance due within one year	4,804	30,196	29,037	31,876	27,875	17,429
Obligations under capital leases, excluding balance due within one year	3,082	19,371	14,053	12,776	11,887	11,157
Total equity	6,322	39,734	37,777	30,316	13,368	9,588
Number of shares (in million)	9,818	9,818	9,818	9,818	8,003	6,561

Selected Operating Data

The operating data and the profit analysis and comparison for other years below is calculated and disclosed in accordance with the statistical standards, which have been implemented by the Group since January 1, 2001. See “Glossary of Airline Industry Terms” at the front of this Annual Report for definitions of certain terms used herein.

	Year ended December 31,				
	2012	2011	2010	2009	2008
Capacity					
ASK (million)	169,569	151,064	140,498	123,441	112,767
ATK (million)	23,065	20,795	19,140	15,446	14,276
Kilometers flown (thousand)	1,052,495	939,233	872,899	746,133	686,236
Hours flown (thousand)	1,681	1,507	1,392	1,195	1,106
Number of landing and take-offs	757,022	702,264	686,223	616,296	556,914
Traffic					
RPK (million)	135,535	122,344	111,328	93,002	83,184
RTK (million)	16,160	14,461	13,104	10,067	9,200
Passengers carried (thousand)	86,485	80,677	76,456	66,281	58,237
Cargo and mail carried (tons)	1,232,000	1,135,000	1,117,000	862,000	835,000
Load Factors					
Passenger load factor (RPK/ASK) (%)	79.9	81.0	79.2	75.3	73.8
Overall load factor (RTK/ATK) (%)	70.1	69.5	68.5	65.2	64.4
Breakeven load factor (%)	69.9	69.4	65.3	68.1	73.8
Yield					
Yield per RPK (RMB)	0.66	0.67	0.62	0.54	0.61
Yield per cargo and mail ton kilometers (RMB)	1.59	1.61	1.70	1.63	1.96
Yield per RTK (RMB)	5.95	6.03	5.66	5.26	5.86
Fleet					
— Boeing	243	223	208	194	179
— Airbus	225	208	191	157	133
— McDonnell Douglas	-	-	12	16	25
— Others	23	13	11	11	11
Total aircraft in service at period end	491	444	422	378	348
Overall utilization rate (hours per day)	9.8	9.8	9.6	9.4	9.1

Exchange Rate Information

The following table sets forth certain information concerning exchange rates, based on the noon buying rates in New York City for cable transfers in foreign currencies, as certified for customs purposes by the Federal Reserve Bank of New York (the "Noon Buying Rate"), between Renminbi and U.S. dollars for the five most recent financial years.

Period	Period End	Average (1) (RMB per US$)	High	Low
Annual Exchange Rate				
2008	6.8225	6.9477	7.2946	6.7800
2009	6.8259	6.8307	6.8470	6.8176
2010	6.6000	6.7696	6.8330	6.6000
2011	6.2939	6.4630	6.6364	6.2939
2012	6.2301	6.3088	6.3879	6.2221

(1) Determined by averaging the rates on the last business day of each month during the relevant period.

The following table sets out the range of high and low exchange rates, based on the Noon Buying Rate, between Renminbi and U.S. dollars, for the following periods.

Period	High	Low
Monthly Exchange Rate		
October 2012	6.2877	6.2372
November 2012	6.2454	6.2221
December 2012	6.2502	6.2251
January 2013	6.2303	6.2134
February 2013	6.2438	6.2213
March 2013	6.2246	6.2105
April 2013 (up to April 12, 2013)	6.2078	6.1914

B. Capitalization and Indebtedness.

Not applicable.

C. Reasons for the Offer and Use of Proceeds.

Not applicable.

D. Risk Factors.

Risks Relating to our Business

We are indirectly majority owned by the Chinese government, which may exert influence in a manner that may conflict with the interests of holders of ADRs, H Shares and A Shares.

Major Chinese airlines are wholly- or majority-owned either by the Chinese government or by provincial or municipal governments in China. CSAHC, an entity wholly-owned by the Chinese government, holds and exercises the rights of ownership of 53.12% of the equity of the Company. In addition, CSAHC also has the right to subscribe up to 487,804,878 A shares at RMB4.1 each pursuant to the A Share Subscription Agreement dated June 11, 2012. As of the date of this annual report, the proposed transaction is pending for the approval of CSRC. The interests of the Chinese government in the Company and in other Chinese airlines may conflict with the interests of the holders of the ADRs, H Shares and A Shares. The public policy considerations of the Chinese government in regulating the Chinese commercial aviation industry may also conflict with its indirect ownership interest in the Company. In addition, the Company may accept further capital injection from CSAHC through non-public subscriptions, which may have dilutive impact for other holders of ADRs, H Shares and A Shares.

Due to high degree of operating leverage and high fixed costs, a decrease in revenues of the Group could result in a disproportionately higher decrease in its profit for the year. The results of the Group's operations are also significantly exposed to fluctuations in foreign exchange rates.

The airline industry is generally characterized by a high degree of operating leverage. In addition, due to high fixed costs, the expenses relating to the operation of any flight do not vary proportionately with the number of passengers carried, while revenues generated from a flight are directly related to the number of passengers carried and the fare structure of such flight. Accordingly, a decrease in revenues could result in a disproportionately higher decrease in its profit for the year. Moreover, as the Group has substantial obligations denominated in foreign currencies, its results of operations are significantly affected by fluctuations in foreign exchange rates, particularly by fluctuations in the Renminbi-U.S. dollar exchange rate. Net exchange gain decreased by RMB2,488 million, from RMB2,755 million in 2011 to RMB267 million in 2012 mainly attributable to the exchange gain arising from translation and settlement of bank and other loans balances and finance lease obligations denominated in U.S. dollars, which was mainly because the exchange rate of Renminbi to U.S. dollar appreciated significantly in 2011 while remained stable in 2012.

The Group has significant committed capital expenditures in the next three years, but may face challenges and difficulties as it seeks to maintain liquidity.

We have a substantial amount of debt, lease and other obligations, and will continue to have a substantial amount of debt, lease and other obligations in the future. As of December 31, 2012, the Group's current liabilities exceeded its current assets by RMB31,944 million. The Group generally maintains sound operating cash flow. However, our substantial indebtedness and other obligations may in the future negatively impact our liquidity. In addition, the Group has significant committed capital expenditures in the next three years, due to aircraft acquisitions. In 2012 and thereafter, the liquidity of the Group is primarily dependent on its ability to maintain adequate cash inflow from operations to meet its debt obligations as they fall due, and its ability to obtain adequate external financing to meet its committed future capital expenditures. If our operating cash flow is materially and adversely affected by factors such as increased competition, a significant decrease in demand for our services, or a significant increase in jet fuel prices, our liquidity would be materially and adversely affected. Moreover, the Group may not be able to meet its debt obligations as they fall due and commit future capital expenditures if certain assumptions about the availability of external financing on acceptable terms are inaccurate. In particular, our ability to obtain adequate external funding may be impacted by the economic stagnation globally. If we are unable to obtain adequate financing for our capital requirements, our liquidity and operations would be materially and adversely affected.

As of December 31, 2012, the Group had banking facilities with several PRC commercial banks for providing loan finance up to approximately RMB173,162 million, of which approximately RMB60,369 million was utilized. Our directors believe that sufficient financing will be available to the Group in 2013. However there can be no assurance that such loan financing will be available on terms acceptable to the Group or at all.

CSAHC will continue to be our controlling shareholder, and its interests may conflict with those of the Group. CSAHC and certain of its affiliates will continue to provide certain important services to the Group. Any disruption of the provision of services by CSAHC or its affiliates could affect the Group's operations and financial conditions.

CSAHC will continue to be the controlling shareholder of the Company. CSAHC and certain of its affiliates will continue to provide certain important services to the Group, including the import and export of aircraft spare parts and other flight equipment, advertising services, provision of air ticket selling services, property management services, leasing of properties and financial services, and repair, overhaul and maintenance services on jet engines. The interests of CSAHC may conflict with those of the Group. In addition, any disruption of the provision of services by CSAHC's affiliates or a default by CSAHC of its obligations owed to the Group could affect the Group's operations and financial conditions. In particular, as part of its cash management system, the Group periodically places certain amount of demand deposits after independent shareholders' approval with SA Finance, a PRC authorized financial institution controlled by CSAHC and an associate of the Company. The Group has taken certain measures to monitor the fund flows between itself and SA Finance and the placement of funds by SA Finance. Such monitoring measures may help to enhance the safety of the Group's deposits with SA Finance. In addition, we have received a letter of undertakings from CSAHC dated March 31, 2009, in which, among other things, CSAHC warranted that the Group's deposits and loans with SA Finance were definitely secure and that SA Finance would continue to operate in strict compliance with the relevant rules and regulations. However, the deposits may be exposed to risks associated with the business of SA Finance over which the Group does not have control. As of December 31, 2011 and 2012, the Group had deposits of RMB2,493 million and RMB2,307 million, respectively, with SA Finance.

Both international and domestic economic fluctuations and Chinese government's macroeconomic controls affect the demand for air travel, which will in turn cause volatility to the Group's business and results of our operations.

Both international and domestic economic fluctuations and Chinese macroeconomic controls affect the demand for air travel. For example, the demand for air travel significantly decreased during the past few years as result of the U.S. subprime crisis and European debt crisis. In addition, the continuing global economic slowdown may have a negative effect on the growth rate of the Chinese economy. Chinese macroeconomic controls, taken to counteract such slowdown, such as financing adjustments, credit adjustments, price controls and exchange rate policies, would present unexpected changes to the aviation industry. As a result, the changing economic situation and Chinese macroeconomic controls may cause volatility to the Group's business and results of our operations.

The financial crisis and other global events may reduce consumer spending or cause shifts in spending. A general reduction or shift in discretionary spending can result in decreased demand for leisure and business travel and can also impact the Group's ability to raise fares to counteract increased fuel and labor costs. No assurance can be given that capacity reductions or other steps we may take will be adequate to offset the effects of reduced demand.

The Group could be adversely affected by an outbreak of a disease or large scale natural disasters that affect travel behavior.

The outbreak of the H1N1 swine flu in March 2009 has had an adverse impact on the aviation industry globally (including the Group). The spread of the swine flu adversely affected the Group's international routes operations in 2009. Recently there have been over 100 cases of reported infection of H7N9 bird flu in China. Even though there is no indication of human-to-human transmission yet, if H7N9 bird flu spreads further in China and other countries of the world, our regional and domestic route operations and therefore our results of operation will be materially adversely affected. If there were another outbreak of a disease that affects travel behavior in the future, it could have a material adverse impact on us.

In 2011, a number of large-scale natural disasters occurred globally, such as the nuclear meltdown in Japan caused by earthquakes and subsequent tsunami, the hurricane on the East Coast of the United States, the flooding in Thailand and the typhoon in the Philippines. Disasters such as these can affect the aviation industry and the Group by reducing revenues and impacting travel behavior.

Lack of adequate documentation for land use rights and ownership of buildings subjects us to challenges and claims by third parties with respect to the Company's use of such land and buildings.

Although systems for registration and transfer of land use rights and related real property interests in China have been implemented, such systems do not yet comprehensively account for all land and related property interests. The Group leased certain properties and buildings from CSAHC which are located in Guangzhou, Wuhan, Haikou and other PRC cities. However, CSAHC lacks adequate documentation evidencing CSAHC's rights to such land and buildings, and, as a result, the lease agreements between CSAHC and the Company for such land have not been registered with the relevant authorities. As a result, such lease agreements may not be enforceable. Lack of adequate documentation for land use rights and ownership of buildings subjects the Company to challenges and claims by third parties with respect to the Company's use of such land and buildings.

As of the date of this Annual Report, we had been occupying all of the land and buildings described above without challenge or claim by third parties. However, if any challenges to the property ownership or other claims are successful, our operation and business may be materially adversely affected. CSAHC has agreed to indemnify us against any loss or damage caused by or arising from any challenge of, or interference with, the Company's right to use certain land and buildings.

Any discontinuity or disruption in the direct flight arrangement between Taiwan and Mainland China may negatively affect the Group's results.

The policy restraint on direct flights between Taiwan and Mainland China has been further loosen in the past few years. As of April 19, 2013, there were 616 cross-Strait direct passenger flights per week. The Company was the first Chinese carrier to operate non-stop flights from Mainland China to Taiwan and as a result has benefited from the operation of such flights. However, given the cross-Strait flight arrangement is subject to the political relationship between Taiwan and Mainland China, any deterioration in such political relationship may cause the discontinuity or disruption in the flight arrangement, and therefore may have a material adverse impact on the Group's results.

Terrorist attacks or the fear of such attacks, even if not made directly on the airline industry, could adversely affect the Company and the airline industry as a whole. The travel industry continues to face on-going security concerns and cost burdens.

The aviation industry as a whole has been beset with high-profile terrorist attacks, most notably the attack on September 11, 2001 in the United States. Terrorist attacks could also affect the aviation industry in China. Airlines in China have experienced several incidents of terrorist attacks or threats recently. For example, on March 7, 2008, on a China Southern Airlines flight boarding in Urumqi, crew members discovered a terrorist suspect. On July 14, 2010, a passenger jet en route from Urumqi to Guangzhou was forced to make an emergency landing after receiving an anonymous call claiming there was a bomb on the aircraft. On June 29, 2012, there was an attempted hijacking on a passenger flight operated by Tianjin Airlines between Hotan and Urumqi in China's Xinjiang region. CAAC has enhanced security measures, but the effectiveness of such measures cannot be ascertained. Additional terrorist attacks, even if not made directly on the airline industry, or the fear of or the precautions taken in anticipation of such attacks (including elevated threat warnings or selective cancellation or redirection of flights) could materially and adversely affect the Company and the aviation industry. Potential impacts that terrorist attacks could have on the Company include substantial flight disruption costs caused by grounding of fleet, significant increase in security costs and associated passenger inconvenience, increased insurance costs, substantially higher ticket refunds and significant decrease in traffic measured in revenue passenger kilometer. Additionally, increasingly strict security measures make air travel a hassle in the eyes of some consumers. These factors can have an uncertain impact on the development of the aviation industry.

We may suffer losses in the event of an accident involving our aircraft or the aircraft of any other airline.

An accident involving one of our aircraft could require repair or replacement of a damaged aircraft, and result in its consequential temporary or permanent loss from service and/or significant liability to injured passengers and others. Although we believe that we currently maintain liability insurance in amounts and of the types generally consistent with industry practice, the amounts of such coverage may not be adequate to fully cover the costs related to the accident or incident, which could result in harm to our results of operations and financial condition. In addition, any aircraft accident, even if fully insured, could cause a public perception that we are not as safe or reliable as other airlines, which would harm our competitive position and result in a decrease in our operating revenues. Moreover, a major accident involving the aircraft of any of our competitors may cause demand for air travel to decrease in general, which would adversely affect our results of operations and financial condition.

The Group could be adversely affected by a failure or disruption of our computer, communications or other technology systems.

The Group is increasingly dependent on technology to operate its business. In particular, to enhance its management of flight operations, the Group launched the computerized flight operations control system in May 1999. The system utilizes advanced computer and telecommunications technology to manage the Group's flights on a centralized, real-time basis. The Group believes that the system will enhance the efficiency of flight schedule, increase the utilization of aircraft and improve the coordination of the Group's aircraft maintenance and ground servicing functions. However, the computer and communications systems on which we rely could be disrupted due to various factors, some of which are beyond our control, including natural disasters, power failures, terrorist attacks, equipment failures, software failures and computer viruses and hackers. The Group has taken certain steps to reduce the risk of some of these potential disruptions. There can be no assurance, however, that the measures we have taken are adequate to prevent or remedy disruptions or failures of those systems. Any substantial or repeated failure of those systems could adversely affect our operations and customer services, result in the loss of important data, loss of revenues, and increased costs, and generally harm our business. Moreover, a failure of certain of our vital systems could limit our ability to operate our flights for an extended period of time, which would have a material adverse effect on our operations and our business.

We may lose investor confidence in the reliability of our financial statements if we fail to achieve and maintain effective internal control over financial reporting, which in turn could harm our business and negatively impact the trading prices of our ADRs, H Shares or A Shares.

The United States Securities and Exchange Commission, or the SEC, as required by Section 404 of the Sarbanes-Oxley Act of 2002, adopted rules requiring every public company in the United States to include a management report on such company's internal control over financial reporting in its annual report, which contains management's assessment of the effectiveness of the company's internal control over financial reporting. In addition, the Company's independent registered public accounting firm is required to report on the effectiveness of the Company's internal control over financial reporting.

Since 2011, pursuant to the Basic Standard for Enterprise Internal Control jointly issued by the Ministry of Finance, China Securities Regulatory Commission ("CSRC") and other three PRC authorities on May 22, 2008, and its application guidelines and other relevant regulations issued subsequently (collectively, "PRC internal control requirements") , the Company has carried out a self-assessment of the effectiveness of its internal control and issue a self-assessment report annually in accordance with the PRC internal control requirements, and the Company's auditor for its PRC GAAP financial statements (the "PRC Auditor") is required to report on the effectiveness of the Company's internal control over financial reporting.

However, our independent registered public accounting firm or PRC Auditor may not be satisfied with our internal controls, the level at which our controls are documented, designed, operated and reviewed. Our independent registered public accounting firm or PRC Auditor may also interpret the requirements, rules and regulations differently, and reach a different conclusion regarding the effectiveness of our internal control over financial reporting. Although our management have concluded that our internal control over financial reporting as of December 31, 2012 was effective, we may discover deficiencies in the course of our future evaluation of our internal control over financial reporting and may be unable to remediate such deficiencies in a timely manner. If we fail to maintain the adequacy of our internal control over financial reporting, we may not be able to conclude that we have effective internal control over financial reporting on an ongoing basis, as required under the above mentioned rules and regulations. Moreover, effective internal control is necessary for us to produce reliable financial reports and is important to prevent fraud. As a result, our failure to achieve and maintain effective internal control over financial reporting could result in the loss of investor confidence in the reliability of our financial statements, which in turn could harm our business and negatively impact the trading prices of our ADRs, H Shares or A Shares.

The Company could be classified as a passive foreign investment company by the United States Internal Revenue Service and may therefore be subject to adverse tax impact.

Depending upon the relative values of our passive assets and income as compared to our total assets and income each taxable year, we could be classified as a passive foreign investment company, or PFIC, by the United States Internal Revenue Service, or IRS, for U.S. federal income tax purposes. The Company believes that it was not a PFIC for the taxable year 2012. However, there can be no assurance that we will not be a PFIC for the taxable year 2013 and/or later taxable years, as PFIC status is re-tested each year and depends on the facts in such year.

The Company will be classified as a PFIC in any taxable year if either: (1) the average value during the taxable year of its assets that produce passive income, or are held for the production of passive income, is at least 50% of the average value of its total assets for such taxable year (the "Asset Test") or (2) 75% or more of its gross income for the taxable year is passive income (such as certain dividends, interest or royalties) (the "Income Test"). For purposes of the Asset Test: (1) any cash, cash equivalents, and cash invested in short-term, interest bearing, debt instruments, or bank deposits that is readily convertible into cash, will generally count as producing passive income or as being held for the production of passive income and (2) the average values of the Company's passive and total assets is calculated based on its market capitalization.

If we were a PFIC, you would generally be subject to additional taxes and interest charges on certain "excess distributions" the Company makes regardless of whether we continue to be a PFIC in the year in which you receive an "excess distribution". An "excess distribution" would be either (1) the excess amount of a distribution with respect to ADRs during a taxable year in which distributions to you exceed 125% of the average annual distributions to you over the preceding three taxable years or, if shorter, your holding period for the ADRs, or (2) 100% of the gain from the disposition of ADRs. For more information on the United States federal income tax consequences to you that would result from our classification as a PFIC, please see Item 10, "Taxation — United States Federal Income Taxation — U.S. Holders — Passive Foreign Investment Company".

We may be unable to retain key management personnel.

We are dependent on the experience and industry knowledge of our key management employees, and there can be no assurance that we will be able to retain them. Any inability to retain our key management employees, or attract and retain additional qualified management employees, could have a negative impact on us.

Risks Relating to the Chinese Commercial Aviation Industry

The Group's business is subject to extensive government regulations, and there can be no assurance as to the equal treatment of all airlines under those regulations.

The Group's ability to implement its business strategy will continue to be affected by regulations and policies issued or implemented by relevant government agencies, particularly CAAC, which encompasses substantially all aspects of the Chinese commercial aviation industry, such as the approval of route allocation, the administration of certain airport operations and air traffic control. Such regulations and policies limit the flexibility of the Group to respond to market conditions, competition or changes in the Group's cost structure. The implementation of specific government policies could from time to time adversely affect the Group's operations.

The Group's results may be negatively impacted by the fluctuation in domestic prices for jet fuel, and we would be adversely affected by disruptions in the supply of fuel.

The availability and cost of jet fuel have a significant impact on the Group's results of operations. The Group's jet fuel cost for 2012 accounted for 68.4% of its flight operations expenses. All of the domestic jet fuel requirements of Chinese airlines (other than at the Shenzhen, Zhuhai, Sanya, Haikou, Shanghai Pudong and other small airports) must be purchased from the exclusive providers, CAOSC and Bluesky Oil Supplies Company, which are supervised by the CAAC. Chinese airlines may also purchase jet fuel at the Shenzhen, Zhuhai, Sanya, Haikou, Shanghai Pudong and other small airports from joint ventures in which the CAOSC is a partner. Jet fuel obtained from the CAOSC's regional branches is purchased at uniform prices throughout China that are determined and adjusted by the CAOSC from time to time with the approval of the CAAC and the pricing department of the NDRC based on market conditions and other factors. As a result, the costs of transportation and storage of jet fuel in all regions of China are spread among all domestic airlines.

Domestic prices for jet fuel has experienced fluctuations in the past few years. The Group's profit for the year may suffer from an unexpected change in the fuel surcharge collection policies and other factors beyond our control. For more information on the jet fuel prices, please see " Item 4, Information on the Company - Business Overview - Jet Fuel" section below for further discussion.

In summary, given the constant fluctuation of volatile fuel price, no assurance can be given that the Group's operation and financial results will not be negatively impacted by the fluctuation in domestic prices for jet fuel.

In addition, China has experienced jet fuel shortages. On some rare occasions prior to 1993, the Group had to delay or even cancel flights. Although such shortages have not materially affected the Group's operations since 1993, there can be no assurance that such a shortage will not occur in the future. If such a shortage occurs in the future to the extent that the Group has to delay or cancel flights due to fuel shortage, its operational reputation among passengers as well as its operations may suffer.

In 2012, a reasonable possible increase or decrease of 10% in jet fuel price with volume of fuel consumed and all other variables held constant, would have increased or decreased the Group's annual fuel costs by approximately RMB3,740 million. Accordingly, even if the jet fuel supply remains stable, increases in jet fuel prices will nevertheless adversely impact our financial results.

The Group's profit for the year may suffer from an unexpected volatility caused by any fluctuation in the level of fuel surcharges.

The level of fuel surcharges, which is regulated by Chinese government, affects domestic customers' air travel demand as well as the Group's ability to generate profits. On January 14, 2009, the NDRC and the CAAC jointly announced the collection of passenger fuel surcharge for domestic routes should be suspended from January 15, 2009 onwards. Subsequently, in response to the increase in international fuel prices, the NDRC and CAAC issued a notice on November 11, 2009 to introduce a new pricing mechanism of fuel surcharge that links it with airlines' jet fuel costs, which was further adjusted subsequently. We cannot guarantee that fuel surcharges would not be adjusted further in the future or adjusted in our favor. If fuel surcharges are not adjusted in correspondence to the increase in jet fuel, our profit for the year may be materially adversely affected.

The Group's results of operations are subject to seasonality.

The Group's operating revenue is substantially dependent on the passenger and cargo traffic volume carried, which is subject to seasonal and other changes in traffic patterns, the availability of appropriate time slots for the Group's flights and alternative routes, the degree of competition from other airlines and alternate means of transportation, as well as other factors that may influence passenger travel demand and cargo and mail volume. In particular, the Group's airline revenue is generally higher in the second and third quarters than in the first and fourth quarters. As a result, the Group's results may fluctuate from season to season.

The Group's operations may be adversely affected by insufficient aviation infrastructure in Chinese commercial aviation industry.

The rapid increase in air traffic volume in China in recent years has put pressure on many components of the Chinese commercial aviation industry, including China's air traffic control system, the availability of qualified flight personnel and airport facilities. Airlines, such as the Group, which have route networks that emphasize short- to medium-haul routes, are generally more affected by insufficient aviation infrastructure in terms of on-time performance and high operating costs due to fuel inefficiencies resulting from the relatively short segments flown, as well as the relatively high proportion of time on the ground during turnaround. All of these factors may adversely affect the perception of the service provided by an airline and, consequently, the airline's operating results. In recent years, the CAAC has placed increasing emphasis on the safety of Chinese airline operations and has implemented measures aimed at improving the safety record of the industry. The ability of the Group to increase utilization rates and to provide safe and efficient air transportation in the future will depend in part on factors such as the improvement of national air traffic control and navigation systems and ground control operations at Chinese airports, factors which are beyond the control of the Group.

The Group faces increasingly intense competition both in domestic aviation industry and in the international market, as well as from alternative means of transportation.

The CAAC's extensive regulation of the Chinese commercial aviation industry has had the effect of managing competition among Chinese airlines. Nevertheless, competition has become increasingly intense in recent years due to a number of factors, including relaxation of certain regulations by the CAAC and an increase in the capacity, routes and flights of Chinese airlines. Competition in the Chinese commercial aviation industry has led to widespread price-cutting practices that do not in all respects comply with applicable regulations. Until the interpretation of CAAC regulations limiting such price-cutting has been finalized and strictly enforced, discounted tickets from competitors will continue to have an adverse effect on the Group's sales.

The Group faces varying degrees of competition on its regional routes from certain Chinese airlines and Cathay Pacific Airways, Dragonair and Air Macau, and on its international routes, primarily from non-Chinese airlines, most of which have significantly longer operating histories, substantially greater financial and technological resources and greater name recognition than the Group. In addition, the public's perception of the safety and service records of Chinese airlines could adversely affect the Group's ability to compete against its regional and international competitors. Many of the Group's international competitors have larger sales networks and participate in reservation systems that are more comprehensive and convenient than those of the Group, or engage in promotional activities, which may enhance their ability to attract international passengers.

Furthermore, for short-distance transportation, airplanes, trains and buses are alternatives to each other. Given the recent development of high-speed trains (as discussed below), the construction of nationwide high-speed railway network and the improvement of inter-city expressway network, the commercial aviation sector as a whole faces increasing competition from the alternative means of transportation such as railways and highways.

We expect to face substantial competition from the rapid development of the Chinese rail network.

The PRC government is aggressively implementing the expansion of its high-speed rail network, which will provide train services at a speed of up to 300km per hour connecting major cities such as Beijing, Shanghai, Wuhan, Qingdao, Guangzhou, Dalian and Hong Kong. In December 2012, the Beijing-Guangzhou and Harbin-Dalian High-Speed Railways commenced operation, the expansion of the coverage of this network and improvements in railway service quality, increased passenger capacity and stations located closer to urban centers than competing airports could enhance the relative competitiveness of the railway service and affect our market share on some of our key routes, in particular routes below 800km. The construction of all railways in China's "Four Longitudinal and one Horizontal" high-speed railway network is expected to complete in October 2013. We expect it will bring further negative impact on the domestic aviation industry. Increased competition and pricing pressures from railway service may have a material adverse effect on our financial condition and results of operations.

Due to limitation on foreign ownership imposed by Chinese government policies, the Company may have limited access to the international equity capital markets.

Chinese government policies limit foreign ownership in Chinese airlines. Under these policies, the percentage ownership of our total outstanding ordinary shares held by investors in Hong Kong and any country outside China ("Foreign Investors") may not in the aggregate exceed 49%. Currently, we estimate that 28.47% of the total outstanding ordinary shares of the Company are held by Foreign Investors. For so long as the limitation on foreign ownership is in force, we will have limited access to the international equity capital markets.

The European Emissions Trading Scheme may increase operational cost of the Group.

Starting on January 1, 2012, aviation sector will be included in the European Emissions Trading Scheme (ETS), EU's mandatory cap-and-trade system for reduction of greenhouse gas emissions. Airline operators in the EU will receive tradable emission permits (aviation allowances) covering a certain level of their CO_2 emissions per year for their flights operating to and from EU airports. If an airline fails to obtain free-of-charge emission permits from the EU, it will have to buy around EUR10 million (RMB 100 million) worth of CO_2 emissions allowances from other greener industries. In March 2011, a group representing China's largest airlines sent a formal notice to the EU expressing strong opposition to non-member-state airlines' inclusion in the EU's Emissions Trading Scheme. Also, in early February 2012, CAAC issued instructions to various airlines announcing that without approval from the relevant government authorities, the major airlines are prohibited from joining the ETS and the transport airlines are also prohibited from raising the freight price or increasing fee items by adducing this reason. On November 12, 2012 , EU announced to temporarily suspend the implementation of the ETS in the aviation sector in 2013 in order to forge a positive negotiation environment for all parties. A new globally recognized implementation proposal is expected to be reached in October 2013. There can be no assurance that the new implementation proposal will not have negative impact on our financial condition and result of operation.

We may utilize fuel hedging arrangements which may result in losses.

While we have not entered into any fuel hedging transactions since the fourth quarter of 2008, we have obtained the approval from the board and may in the future consider to hedge a portion of our future fuel requirements through various financial derivative instruments linked to certain fuel commodities to lock in fuel costs within a hedged price range. However, these hedging strategies may not always be effective and high fluctuations in aviation fuel prices exceeding the locked-in price ranges may result in losses. Significant declines in fuel prices may substantially increase the costs associated with our fuel hedging arrangements. In addition, where we seek to manage the risk of fuel price increases by using derivative contracts, we cannot assure you that, at any given point in time, our fuel hedging transactions will provide any particular level of protection against increased fuel costs.

Risks Relating to the PRC

The Group has significant exposure to foreign currency risk as majority of the Group's lease obligations and bank and other loans are denominated in foreign currencies. Due to rigid foreign exchange control by Chinese government, the Group may face difficulties in obtaining sufficient foreign exchange to pay dividends or satisfy our foreign exchange liabilities.

Under current Chinese foreign exchange regulations, the Renminbi is fully convertible for current account transactions, but is not freely convertible for capital account transactions. All foreign exchange transactions involving Renminbi must take place either through the People's Bank of China or other institutions authorized to buy and sell foreign exchange or at a swap centre.

The Group has significant exposure to foreign currency risk as substantially all of the Group's obligations under leases, bank and other loans and operating lease commitment are denominated in foreign currencies, principally U.S. dollars, Singapore dollars and Japanese Yen. Depreciation or appreciation of the Renminbi against foreign currencies affects the Group's results significantly because the Group's foreign currency liabilities generally exceed its foreign currency assets. The Group is not able to hedge its foreign currency exposure effectively other than by retaining its foreign currency denominated earnings and receipts to the extent permitted by SAFE, or subject to certain restrictive conditions, entering into foreign exchange forward option contracts with authorized banks. However, SAFE may limit or eliminate the Group's ability to purchase and retain foreign currencies in the future. In addition, foreign currency transactions under the capital account are still subject to limitations and require approvals from SAFE. This may affect our ability to obtain foreign exchange through debt or equity financing, including by means of loans or capital contributions. No assurance can be given that the Group will be able to obtain sufficient foreign exchange to pay dividends or satisfy our foreign exchange liabilities.

The Group also has exposure to foreign currency risk in respect of net cash inflow denominated in Japanese Yen from ticket sales in overseas branch office after payment of expenses. The Group entered into certain foreign exchange forward option contracts, which were fully settled in 2011, to manage this foreign currency risk. However, like other derivative products, there can be no assurance that such option contracts can provide, at any given time, particular level of protection against foreign exchange risks.

The Group's operations are subject to immature development of legal system in China. Lack of uniform interpretation and effective enforcement of laws and regulations may cause significant uncertainties to the Group's operations.

The members of the Group are organized under the laws of China. The Chinese legal system is based on written statutes and is a system, unlike common law systems, in which decided legal cases have little precedential value. Since 1979, the Chinese government has been developing a comprehensive system of commercial laws and considerable progress has been made in the promulgation of laws and regulations dealing with economic matters, such as corporate organization and governance, foreign investments, commerce, taxation and trade. These laws, regulations and legal requirements are relatively recent, and, like other laws, regulations and legal requirements applicable in China (including with respect to the commercial aviation industry), their interpretation and enforcement involve significant uncertainties.

The PRC new tax law may in the future deprive us of preferential income tax rates, which we currently enjoy.

On March 16, 2007, the Fifth Plenary Session of the Tenth National People's Congress passed the Corporate Income Tax Law of the PRC which took effect on January 1, 2008. As a result of the new tax law, the statutory income tax rate adopted by the Company and its subsidiaries has been changed to 25% with effect starting from January 1, 2008. Prior to enactment of the new tax law, certain branches and subsidiaries of the Company were taxed at rates ranging from 15% to 33%. Pursuant to the new tax law, the income tax rates of entities that previously enjoyed preferential tax rates of 15% and 18% have been revised to 18%, 20%, 22%, 24% and 25% for 2008, 2009, 2010, 2011 and 2012 onwards respectively. To the extent that there are any withdrawals of, or changes in, the preferential tax treatment that we currently enjoy, our tax liability may increase correspondingly and our results of operations and financial condition may be adversely affected.

Pursuant to Cai Shui [2012] No. 71 jointly issued by the PRC Ministry of Finance ("MoF") and the State Administration of Taxation ("SAT") on July 31, 2012, the pilot program regarding the transition from business tax to Value Added Tax ("VAT") was launched in certain provinces since November 1, 2012, including Guangdong and Fujian. Under this pilot program, the traffic revenue and the other revenues, including ground service income, cargo handling income and others, generated in locations that fall into the scope of this pilot program are subjected to VAT levied at rates of 17%, 11% or 6% from November 1, 2012; while the revenue generated in other locations continue to be subject to business tax at applicable tax rates.

The PRC new tax law may have negative tax impact on holders of H Shares or ADRs of the Company, by requiring the imposition of a withholding tax on dividends paid by a Chinese company to a non-resident enterprise.

The new tax law generally provides for a withholding tax on dividends paid by a Chinese company to a non-resident enterprise at a rate of 10%.

For individuals, Chinese tax law generally provides that an individual who receives dividends from the Company is subject to a 20% income tax. A 50% reduction of taxable income is granted by Chinese tax law for an individual receiving dividends from a listed company on Shanghai Stock Exchange or Shenzhen Stock Exchange. As a result, the effective tax rate for dividends received by A Share individual holders is 10% in 2012. Dividend received by any foreign individual that holds overseas shares in Chinese enterprise is generally subject to individual income tax at a flat rate of 20%, subject to exemption or reduction by an applicable double-taxation treaty.

Our investors in the U.S. who rely on our auditor's audit reports currently do not have the benefit of PCAOB oversight.

Under the Sarbanes-Oxley Act of 2002, the Public Company Accounting Oversight Board, or PCAOB, has the authority and is required to conduct continuing inspections of registered public accounting firms that provide audit services to public companies subject to the reporting requirements of the SEC. Our external auditor is registered with the PCAOB and is subject to inspections by the PCAOB. However, the PCAOB is currently unable to inspect a registered public accounting firm's audit work relating to a company's operations in China where the documentation of such audit work is located in China, such as our registered public accounting firm's audit work relating to our operations in China. As a result, our investors may be deprived of the benefits of PCAOB's oversight of our independent registered public accounting firm through such inspections.

ITEM 4. INFORMATION ON THE COMPANY.

A. History and Development of the Company

We were incorporated under PRC laws on March 25, 1995 as a joint stock company with limited liability under the name of China Southern Airlines Company Limited. The address of our principal place of business is 278 Ji Chang Road, Guangzhou, People's Republic of China 510405. Our telephone number is +86 20 8612 4462 and our website is www.csair.com.

In July 1997, we issued 1,174,178,000 H Shares, par value RMB1.00 per share, and completed the listing of the H Shares on the Stock Exchange of Hong Kong Limited (the "Hong Kong Stock Exchange") and the ADRs representing our H shares on the New York Stock Exchange.

On March 13, 2003, we obtained an approval certificate from the Ministry of Commerce to change to a permanent limited company with foreign investments and on October 17, 2003 obtained a business license for its new status, as a permanent limited company with foreign investments issued by the State Administration of Industry and Commerce of the People's Republic of China.

In July 2003, we issued 1,000,000,000 A Shares, par value RMB1.00 per share, and completed the listing of the A shares on the Shanghai Stock Exchange.

Pursuant to a sale and purchase agreement dated November 12, 2004 between the Company, CSAHC, China Northern Airlines (“CNA”) and Xinjiang Airlines (“XJA”), which was approved by our shareholders in an extraordinary general meeting held on December 31, 2004, we acquired the airline operations and certain related assets of CNA and XJA with effect from December 31, 2004 at a total consideration of RMB1,959 million.

On May 30, 2007, we, together with an independent third party, established Chongqing Airlines Company Limited (“Chongqing Airlines”). As of December 31, 2012, the Company had transferred four aircraft to Chongqing Airlines as capital contribution. We own a total of 60% equity interest in Chongqing Airlines.

On August 14, 2007, we acquired a 51% equity interest in Nan Lung International Freight Limited beneficially owned by and registered in the name of Nan Lung Travel & Express (Hong Kong) Limited, and a 100% equity interest in China Southern Airlines Group Air Catering Company Limited, both a wholly owned subsidiary of CSAHC, for a total consideration of RMB112 million.

In December 2008, we acquired a 26% equity interest in China Southern West Australian Flying College Pty Ltd. (“Flying College”) from CSAHC, and Flying College became a 91% owned subsidiary of the Company.

In June 2009, we acquired a 50% equity interest in Beijing Southern Airlines Ground Services Company Limited (“Beijing Ground Service”) from the other shareholder, and Beijing Ground Service became a wholly-owned subsidiary of the Company.

On September 28, 2009, we entered into an agreement with CSAHC to sell our 50% equity interest in MTU Maintenance Zhuhai Co., Ltd (“Zhuhai MTU”), a jointly controlled entity of the Company, to CSAHC at a consideration of RMB1,607,850,000. The transfer was completed in February 2010.

On June 2, 2010, a third party company injected capital to Flying College, which diluted the Company’s interest in Flying College from 91% to 48.12%. Flying College became a jointly controlled entity of the Company since then. The retained non-controlling equity interest in Flying College is re-measured to its fair value at the date when control was lost and a gain on deemed disposal of a subsidiary of RMB17 million was recorded in 2010.

In December 2010, we entered into an agreement with Xiamen Jianfa Group Co., Ltd. and Hebei Aviation Investment Group Corporation Limited (“Hebei Investment”), pursuant to which Hebei Investment agreed to inject a cash capital of RMB1,460 million into Xiamen Airlines Company Limited (“Xiamen Airlines”). In March 2011, the capital injection was received in full and the Company’s equity interest in Xiamen Airlines was diluted from 60% to 51%. Xiamen Airlines remains a subsidiary of the Company.

On June 29, 2012 , Xiamen Airlines, a subsidiary of the Company and Southern Airlines Culture and Media Co., Ltd. (“SACM”) entered into an agreement, pursuant to which Xiamen Airlines agreed to sell and SACM agreed to purchase 51% equity interests in Xiamen Airlines Media Co., Ltd.(“XAMC”), at a consideration of approximately RMB 43.12 million. Immediate prior to the transaction, XAMC was wholly owned by Xiamen Airlines and primarily engaged in providing advertising, corporate branding, publicity and exhibition services and was responsible for the overall brand building and publicity of Xiamen Airlines.

Aircraft Acquisitions

Pursuant to an aircraft acquisition agreement dated April 18, 2008 between Xiamen Airlines and the Boeing Company (“Boeing”), Xiamen Airlines will acquire 20 Boeing B737 series aircraft from Boeing. According to the information provided by Boeing, the aggregate catalogue price for those aircraft including the airframe and engines is around US$1.5 billion. The aggregate consideration for the acquisition will be partly payable in cash by Xiamen Airlines, and partly through financing arrangements with banking institutions. The Boeing aircraft will be delivered in stages to Xiamen Airlines during the period commencing from April 2014 to October 2015.

Pursuant to an A320 Series Aircraft Purchase Agreement dated January 20, 2010 between the Company and Airbus SNC, we will acquire 20 Airbus 320 series aircraft from Airbus SNC. According to the information provided by Airbus SNC, the catalogue price of an Airbus 320 aircraft, including airframe and engines, is around US$76.9 million. The aggregate consideration for the acquisition will be partly payable in cash and partly through financing arrangements with banking institutions. The Airbus aircraft will be delivered in stages to the Company from 2011 to 2013.

On September 30, 2010, Xiamen Airlines entered into a supplemental agreement with Boeing to purchase additional 10 Boeing B737 series aircraft. The aggregate catalogue price for those aircraft, including airframe and engines, is around US$699 million. According to the information provided by Boeing, the aggregate consideration for the acquisition will be partly payable in cash by Xiamen Airlines, and partly through financing arrangements with banking institutions. The Boeing aircraft will be delivered in stages to Xiamen Airlines during the period commencing from 2015 to October 2016.

On November 4, 2010, we entered into an A320 series aircraft purchase agreement and an A330-300 aircraft purchase agreement with Airbus S.A.S. to purchase 30 Airbus A320 series aircraft and six Airbus A330 series aircraft. According to the information provided by Airbus S.A.S., the catalogue price of six Airbus A330 series aircraft and 30 Airbus A320 series aircraft, including airframe and engines, is US$1.205 billion and US$2.575 billion, respectively. The aggregate consideration for the acquisition will be partly payable by cash and partly by financing arrangements with banking institutions. The six Airbus A330 aircraft will be delivered in stages to the Company during the period commencing from 2013 to 2014 and the 30 Airbus A320 series aircraft will be delivered in stages to the Company during the period commencing from 2012 to 2015.

On May 31, 2011, we entered into an aircraft acquisition agreement with Boeing to purchase six Boeing B777F freighters. According to the information provided by Boeing, the catalogue price of six Boeing B777F aircraft, including airframe and engines, is US$1,584 million. The aggregate consideration for the Acquisition will be partly payable by cash and partly by financing arrangements with banking institutions. The six Boeing B777F freighters will be delivered in stages to us during the period commencing from 2013 to 2015.

On May 9, 2011, Xiamen Airlines entered into an aircraft acquisition agreement to purchase six Boeing B787 series aircraft. According to the information provided by Boeing, the aggregate catalogue price, including airframe and engines, for the six Boeing B787 series aircraft is US$1,098 million. The aggregate consideration for the acquisition will be partly payable in cash and partly through financing arrangements with banking institutions. The Boeing aircraft will be delivered in stages to Xiamen Airlines during the period commencing from 2014 to 2015.

On February 28, 2012, we entered into an agreement with the Boeing Company to purchase 10 Boeing 777-300ER aircraft. According to the information provided by Boeing, the catalogue price of one Boeing B777-300ER aircraft, including airframe and engines, is around US$298 million. The aggregate consideration for the acquisition will be partly payable in cash and partly through financing arrangements with banking institutions. The Boeing aircraft will be delivered in stages to the Company during the period from 2014 to 2016.

On August 3, 2012, Xiamen Airlines entered into an agreement with Boeing to purchase 40 Boeing B737 series aircraft from Boeing. The aggregate catalogue price of the 40 Boeing B737 series aircraft is US$3.36 billion. The aggregate consideration for the acquisition will be partly payable by cash and partly by financing arrangements with banking institutions. The Boeing aircraft will be delivered in stages to Xiamen Airlines during the period commencing from 2016 to 2019.

On December 5, 2012, we entered into the Airbus aircraft acquisition agreement with Airbus S.A.S. to purchase 10 Airbus A330-300 aircraft. The catalogue price of one Airbus A330-300 aircraft is US$188 million. The aggregate consideration for the acquisition will be partly payable by cash and partly by financing arrangements with banking institutions. The Airbus aircraft will be delivered in stages to the Company during the period commencing from 2014 to 2016.

Capital Expenditure

The Group had RMB23,911 million, RMB23,428 million and RMB17,082 million capital expenditures in 2012, 2011 and 2010, respectively. Of such capital expenditures in 2012, RMB8,178 million was financed by capital leases, RMB15,418 million was financed by bank borrowings while the remaining RMB315 million was financed by internal resources. The capital expenditures were primarily incurred on the additional investments in aircraft and flight equipment under the Group's fleet expansion plans and, to a small extent, additional investments in other facilities and buildings for operations.

B. Business Overview

General

The Group provides commercial airline services throughout Mainland China, Hong Kong, Macau and Taiwan regions, Southeast Asia and other parts of the world. Based on the statistics from the CAAC, the Group is one of the largest Chinese airlines and, as of the year end of 2012, ranked first in terms of number of passengers carried, number of scheduled flights per week, number of hours flown, number of routes and size of aircraft fleet. During the three years ended December 31, 2012, the Group's RPKs increased at a compound annual growth rate of 10.3% from 111,328 million in 2010 to 122,344 million in 2011, and 135,535 million in 2012 while its capacity, measured in terms of ASKs, increased at a compound annual growth rate of 9.9%, from 140,498 million in 2010 to 151,064 million in 2011 and 169,569 million in 2012. In 2012, the Group carried 86.48 million passengers and had passenger revenue of RMB89,544 million (US$14,246 million).

The Group conducts a portion of its airline operations through its airline subsidiaries namely Xiamen Airlines, Shantou Airlines Company Limited ("Shantou Airlines"), Zhuhai Airlines Company Limited ("Zhuhai Airlines"), Guizhou Airlines Company Limited ("Guizhou Airlines") and Chongqing Airlines Company Limited ("Chongqing Airlines") (collectively, the "Airline Subsidiaries"). In 2012, the Airline Subsidiaries carried 24.64 million passengers and had passenger revenue of RMB22,240 million (US$3,538 million) and accounted for 28% and 25% of the Group's passengers carried and passenger revenue, respectively.

The Group also provides air cargo and mail services. The cargo and mail revenue of the Group increased by 13.8% to RMB6,556 million (US$1,043 million) in 2012 as compared with that of 2011. The Group's airline operations are fully integrated with its airline-related businesses, including aircraft and engine maintenance, flight simulation and air catering operations.

As of December 31, 2012, the Group operated 758 routes, of which 608 were domestic, 110 were international and 40 were regional. The Group operates the most extensive domestic route network among all Chinese airlines. Its route network covers commercial centers and rapidly developing economic regions in Mainland China.

The Group's corporate headquarters and principal base of operations are located in Guangzhou, the capital of Guangdong Province and the largest city in southern China. Located in the rapidly developing Pearl River Delta region, Guangzhou is also the transportation hub of southern China and one of China's major gateway cities. Guangzhou's significance has increased as the transportation infrastructure of Guangdong Province has developed through the construction and development of expressways, an extensive rail network and the port cities of Guangzhou, Shenzhen, Zhanjiang, Zhuhai and Shantou.

In December 2005, we established a branch company in Beijing and have added wide-body airplanes to our operation base in Beijing, with the view to expanding our Beijing aviation business and building another main hub there in addition to our Guangzhou base. The establishment of Guangzhou and Beijing hubs will facilitate strategic refinement and enhancement of our route network operations, putting us in a better position to explore and seize the opportunities in the aviation market.

The Group's operations primarily focus on the domestic market. In addition, the Group also operates regional routes and international flights. As of December 31, 2012, the Group had 40 regional routes and 110 international routes. The Group's regional operations include flights between destinations in Mainland China, Hong Kong, Macau and Taiwan. The Group's international operations include scheduled services to cities in Australia, Austria, Bangladesh, United Kingdom, Burma, Cambodia, Canada, Dutch, France, Georgia, German, India, Indonesia, Japan, Kazakhstan, Kyrgyzstan, Malaysia, Maldives, Nepal, New Zealand, Pakistan, Philippines, Russia, Saudi, Singapore, South Korea, Tajikistan, Thailand, Turkey, Turkmenistan, United Arab Emirates (UAE), United States of American (USA), Vietnam and other destinations.

After joining Skyteam Alliance, the Group has established a network reaching over 1000 destinations globally, connecting 187 countries and regions and covering major cities around the world.

As of December 31, 2012, the Group had a fleet of 491 aircraft, consisting primarily of Boeing 737 series, 747, 757, 777, Airbus 320 series, 330, 380 etc. The average age of the Group's registered aircraft was 6.32 years as of December 31,2012.

Restructuring and Initial Public Offering

As part of China's economic reforms in the 1980's, the PRC State Council directed the CAAC to separate its governmental, administrative and regulatory role from the commercial airline operations that were being conducted by the CAAC and its regional administrators. As a result, CSAHC was established on January 26, 1991 for the purpose of assuming the airline and airline-related commercial operations of the Guangzhou Civil Aviation Administration, one of the then six regional bureaus of the CAAC. CSAHC was one of the 55 large-scale enterprises designated by the Chinese government to play a leading role in their respective industries.

CSAHC was restructured in 1994 and 1995 in anticipation of our initial public offering. The restructuring was effective through the establishment of the Company and the execution of the De-merger Agreement on March 25, 1995 by and between CSAHC and the Company. Upon the restructuring, the Company assumed substantially the entire airline and airline-related businesses, assets and liabilities of CSAHC, and CSAHC retained its non-airline-related businesses, assets and liabilities. All interests, rights, duties and obligations of CSAHC, whenever created or accrued, were divided between the Company and CSAHC based on the businesses, assets and liabilities assumed by each of them under the De-merger Agreement. Under the De-merger Agreement, CSAHC agreed not to conduct or participate or hold any interest in, either directly or indirectly, any business, activity or entity in or outside China that competes or is likely to compete with the commercial interests of the Group, although CSAHC may continue to hold and control its affiliates existing on the date of the De-merger Agreement and may continue to operate the businesses of such associates. Under the De-merger Agreement, CSAHC and the Company also agreed to indemnify each other against any losses, claims, damage, debts or expenses arising out of or in connection with the restructuring. As of the date of this Annual Report, no indemnity has been provided by either CSAHC or us.

In July 1997, we completed a private placement of 32,200,000 H Shares to certain limited partnership investment funds affiliated with Goldman Sachs & Co. and an initial public offering of 1,141,978,000 H Shares, par value RMB1.00 per share, and the listing of the H Shares on the Hong Kong Stock Exchange and ADRs on the New York Stock Exchange. Prior to the private placement and the initial public offering, all of our issued and outstanding shares of capital stock, consisting of 2,200,000,000 non-tradable domestic shares ("Domestic Shares"), par value RMB1.00 per share, were owned by CSAHC, which owned and exercised, on behalf of the Chinese government and under the supervision of the CAAC, the rights of ownership of such Domestic Shares. After giving effect to the private placement and the initial public offering, CSAHC maintained its ownership of the 2,200,000,000 Domestic Shares (representing approximately 65.2% of the total share capital of the Company), and became entitled to elect all the directors of the Company and to control the management and policies of the Group. The Domestic Shares and H Shares are both ordinary shares of the Company.

In July 2003, we issued 1,000,000,000 A Shares, par value of RMB1.00 per share, and listed these shares on the Shanghai Stock Exchange. Subsequent to the issuance of the A Shares, the shareholding of CSAHC in the Company was reduced from 65.2% to 50.30%.

Share Reform Scheme

Pursuant to relevant PRC laws, we launched the share reform scheme in May 2007, whereby all the 2,200,000,000 non-tradable Domestic Shares held by CSAHC would be converted into tradable A Shares. Upon the completion of such scheme on June 20, 2008, all the non-tradable Domestic Shares have been successfully converted into tradable A Shares, subject to the restriction that CSAHC shall not transfer or trade these shares within 36 months after the commencement date of the share reform scheme (which is June 18, 2007).

Bonus Shares Issue by Conversion of Share Premium

On June 25, 2008, our shareholders approved issuance of bonus shares by way of conversion of share premium, and on August 14, 2008, the Ministry of Commerce approved the bonus share issue. The issue has been effected by conversion of share premium on the basis of 5 new shares, credited as fully paid, for every 10 existing shares. Upon the completion of the bonus share issue, which is based on 4,374,178,000 shares in issue as of December 31, 2007, the number of paid up shares has increased by 2,187,089,000 shares to 6,561,267,000 shares.

Non-Public Subscriptions

On December 10, 2008, we entered into an A Shares subscription agreement with CSAHC, pursuant to which CSAHC conditionally agreed to subscribe and the Company conditionally agreed to allot and issue 721,150,000 new A Shares for a consideration of RMB2,278,834,000, equivalent to the subscription price of RMB3.16 per new A Share. Separately and on the same date, the Company and Nan Lung (a wholly-owned subsidiary of CSAHC) entered into an H Shares subscription agreement, pursuant to which Nan Lung conditionally agreed to subscribe and the Company conditionally agreed to allot and issue 721,150,000 new H Shares for a consideration of RMB721,150,000, equivalent to the subscription price of RMB1.00 (equivalent to approximately HK$1.13) per new H Share. The subscription agreements were approved in the Extraordinary General Meeting and the respective Class Meetings of shareholders of A and H Shares on February 26, 2009. On June 3, 2009, we received the formal approval from CSRC for the proposed non-public issue of H Shares. On August 14, 2009, we received the formal approval from CSRC for the proposed non-public issue of A Shares. The issuance of 721,150,000 new A Shares to CSAHC and 721,150,000 new H Shares to Nan Lung were completed on August 20, 2009 and August 21, 2009, respectively.

On March 8, 2010, our board approved the placement of up to 1,766,780,000 new A shares to not more than 10 specific investors including CSAHC and the placement of not more than 312,500,000 new H shares to Nan Lung, a wholly-owned subsidiary of CSAHC. On the same date, the Company entered into the A shares subscription agreement with CSAHC, pursuant to which CSAHC conditionally agreed to subscribe and the Company conditionally agreed to allot and issue new A shares of not more than 132,510,000 at the subscription price of not less than RMB5.66 per A share. In addition, the Company and Nan Lung entered into the H shares subscription agreement, pursuant to which Nan Lung conditionally agreed to subscribe and the Company conditionally agreed to allot and issue new H shares of not more than 312,500,000 at the subscription price of not less than HKD2.73 per H share. The above placement and subscription agreements were approved in the Extraordinary General Meeting and the respective Class Meetings of shareholders of A and H shares on April 30, 2010. On September 8, 2010, we received the formal approval from CSRC for the proposed non-public issuance of H Shares. On September 15, 2010, we received the formal approval from CSRC for the proposed non-public issue of A Shares. In November 2010, we completed the placements of 1,501,500,000 new A shares and 312,500,000 H shares, among which 123,900,000 new A shares were issued to CSAHC at the subscription price of RMB6.66 per share, and 312,500,000 H shares were issued to Nan Lung at the subscription price of HKD2.73 per share.

On June 11, 2012, we entered into an A Shares subscription agreement with CSAHC, pursuant to which CSAHC conditionally agreed to subscribe and we conditionally agreed to allot and issue up to 487,804,878 A Shares for a consideration of not more than RMB2 billion, equivalent to the subscription price of approximately RMB4.1 per new A Share. The subscription agreement was approved in the Extraordinary General Meeting on August 3, 2012. As of the date of this Annual Report, the proposed transaction is pending for the approval of CSRC.

Issuance of Short-term Financing Bills and Medium Term Notes

On April 18, 2008, our Board approved the proposed issuance of short-term financing bills in the principal amount of up to RMB4 billion in the PRC, and the submission of this proposal to the annual general meeting for the shareholders' approval. On June 25, 2008, our shareholders approved such proposed bill issuance at the annual general meeting for the year 2007. We believed that the bill issuance would provide a further source of funding at an interest rate which was expected to be lower than that for loans from commercial banks, lower the financing cost of borrowings for us, and was in the interests of us and our shareholders as a whole. The Company received the acceptance from National Association of Financial Market Institutional Investors to register the Company's short-term financing bills in the amount of RMB3.5 billion for a period up to September 10, 2010. The bills were jointly underwritten by China CITIC Bank Cooperation Limited and Bank of China Limited. In October 2008, we issued short-term financing bills with total face value of RMB2 billion with a bearing coupon interest rate at 4.7% and a maturity period of one year for funding of the business activities of the Company.

On May 28, 2008, the Board approved the proposed issuance of medium term notes by the Company in the principal amount of up to RMB1.5 billion and the submission of such proposal to the shareholders for their consideration and approval. On June 25, 2008, shareholders of the Company approved such notes issuance at the annual general meeting for the year 2007. The Company believed that the notes issue would provide a further source of medium to long term funding at an interest rate lower than the best lending rate for loans from commercial banks, lower the finance costs of borrowings for us and improve our debt structure. As of the date of this Annual Report, We have not issued any medium term notes, even though it has been approved by the Board and shareholders.

In order to capitalize on opportunities in the market and improve the flexibility and efficiency of financing, on June 25, 2012, the Board resolved to obtain a general and unconditional mandate from shareholders to issue potential debt financing instruments, in one or multiple tranches, within the permissible size for debt issuance in accordance with the provisions of the applicable laws and regulations. On the extraordinary general meeting held on August 10, 2012, shareholders approved the authorization given to the Board, generally and unconditionally, to determine the specific debt financing instruments and issuance plan, and to issue, in one or multiple tranches, debt financing instruments within the permissible size for debt issuance in accordance with the provisions of the applicable laws and regulations. According to the resolution, on October 31, 2012, the Board approved to apply to National Association of Financial Market Institutional Investors for registration to issue, in one or multiple tranches, ultra-short-term financing bills with an aggregate principal amount of to RMB10 billion, according to its capital needs and the market conditions. The Company has completed the issuance of the first tranche of ultra-short-term financing bills on February 8, 2013. The total issuance amount of the first tranche financing bills was RMB0.5 billion, with a maturity period of 180 days, a par value per unit of RMB100 and a nominal interest rate of 3.9%.

Traffic

The following table sets forth certain statistical information with respect to the Group's passenger, cargo and mail traffic for the years indicated.

	Passenger carried		Cargo and Mail arrived (tons)		Total traffic (tons kilometers)	
Year	Total (in millions)	Increase (decrease) over previous year (%)	Total (in thousands)	Increase (decrease) over previous year (%)	Total (in millions)	Increase (decrease) over previous year (%)
2010	76.46	15.4	1,117.0	29.6	13,104.0	30.2
2011	80.68	5.5	1,135.0	1.6	14,461.0	10.4
2012	86.48	7.2	1,232.0	8.5	16,160.0	11.7

Route Network

Overview

The Group operates the most extensive route network among all Chinese airlines. As of December 31, 2012, the Group operated 758 routes consisting of 608 domestic routes, 40 regional routes and 110 international routes.

The Group continually evaluates its network of domestic, regional and international routes in light of its operating profitability and efficiency. The Group seeks to coordinate flight schedules with the Airline Subsidiaries on shared routes to maximize load factors and utilization rates. The acquisition of domestic, regional and international routes is subject to approval of the CAAC, and the acquisition of regional and international routes is also subject to the existence and the terms of agreements between the Chinese government and the government of the Hong Kong SAR, the government of the Macau SAR, the government of Taiwan province and the government of the proposed foreign destination.

In order to expand the Group's international route network, the Group has entered into code-sharing agreements with several international airlines, including Delta Airlines, Air France, KLM Royal Dutch Airlines, Asiana Airlines, Korean Air, Japan Airlines Company Limited, Vietnam Airlines, Garuda Indonesian, Malaysian Airline, Kenya Airways, Pakistan International Airlines, Aeroflot-Russian Airlines, Czech Airlines, China Eastern Airlines, China Airlines, Mandarin Airlines. Under the code-sharing agreements, the participating airlines are permitted to sell tickets on certain international routes operated by the Group to passengers using the Group's codes. Similarly, the Group is permitted to sell tickets for the other participating airlines using its "CZ" code. The code-sharing agreements help increase the number of the Group's international sales outlets. After joining Skyteam Alliance, the Group has further established a network reaching over 1000 destinations globally, connecting 187 countries of regions and covering major cities around the world.

Route Bases

In addition to its main route bases in Guangzhou and Beijing, the Group maintains regional route bases in Zhengzhou, Wuhan, Changsha, Shenzhen, Shenyang, Changchun, Dalian, Harbin, Urumqi, Haikou, Zhuhai, Xiamen, Shanghai, Xi'an, Fuzhou, Nanning, Guilin, Shantou, Guiyang, Chongqing and Sanya. Most of its regional route bases are located in provincial capitals or major commercial centers in the PRC.

The Group believes that its extensive network of route bases enable it to coordinate flights and deploy its aircraft more effectively and to provide more convenient connecting flight schedules and access service and maintenance facilities for its aircraft. The Group believes that the number and location of these route bases may enhance the Group's ability to obtain the CAAC's approval of requests by the Group to open new routes and provide additional flights between these bases and other destinations in China. Current regulations of the CAAC generally limit airlines to operations principally conducted from their respective route bases.

Domestic Routes

The Group's domestic routes network serves substantially all provinces and autonomous regions in China, including Guangdong, Fujian, Hubei, Hunan, Hainan, Guangxi, Guizhou, Henan, Heilongjiang, Jilin, Liaoning and Xinjiang, and serves all four centrally-administered municipalities in China, namely, Beijing, Shanghai, Tianjin, and Chongqing. In 2012, the Group's most profitable domestic routes were between: Guangzhou-Beijing, Beijing-Guangzhou, Shenzhen-Beijing, Fuzhou-Beijing, Beijing-Shenzhen, Shanghai-Guangzhou, Guangzhou-Shanghai, Xiamen-Beijing, Urumqi-Beijing, and Beijing-Urumqi.

Regional Routes

The Group offers scheduled service between Hong Kong and Guangzhou, Shenyang, Wuyishan, Zhangjiajie, Changchun, Yinchuan, Xiamen, Shantou, Beijing, Guilin, Meixian, Haikou, Wuhan, Zhengzhou, Nanning, Changsha, Sanya and Hohhot; between Macau and Hangzhou, Xiamen and Tianjin; and between Taipei and Guangzhou, Shanghai, Fuzhou, Hangzhou, Xiamen, Shenyang, Changsha, Wuhan, Dalian, Guilin, Harbin, Guiyang, Zhengzhou and Shenzhen. In 2012, the most profitable scheduled regional routes were between: Taipei-Shanghai, Xiamen-Hong Kong, Shanghai-Taipei, Xiamen-Taipei, Taipei-Guangzhou, Fuzhou-Taipei, Guangzhou-Taipei, Hong Kong-Beijing, Changchun-Guangzhou-Hong Kong, and Hong Kong-Wuhan.

In 2012, the Group conducted a total of 16,031 flights on its regional routes, accounting for approximately 23.4% of all passengers carried by Chinese airlines on routes between Hong Kong, Macau or Taiwan and destinations in Mainland China according to CAAC statistics.

Previously, direct flights between Taiwan and Mainland China were only available during certain festivals. Other than that, travelers between Taiwan and China had to make use of intermediate stops in Hong Kong or elsewhere. Since July, 2008, however, the ban on direct flights was further liberalized to allow direct charter flights on weekends. We were the first Chinese carrier to fly nonstop to Taiwan. On November 4, 2008, the Mainland China and Taiwan agreed to have regular direct passenger charter flights across the Taiwan Strait. On August 31, 2009, the Mainland China and Taiwan increased the number of regular cross-Strait direct passenger flights from 108 to 270 a week. Cross-Strait direct passenger flights were further increased in the following years. As of April 19, 2013, there were 616 cross-Strait direct passenger flights a week.

In order to further strengthen its presence in Taiwan, the Company entered into a memorandum of cooperation with China Airlines on June 23, 2008, which is the largest carrier in Taiwan in terms of route network. Based on the memorandum, the scope of cooperation between the parties will cover passenger and cargo carrying, maintenance, and ground handling services.

International Routes

The Group is the principal Chinese airline serving Southeast Asian destinations, including Singapore and major cities in Bangladesh, Indonesia, Thailand, Malaysia, Philippines, Vietnam, Myanmar and Cambodia.

In addition, the Group also provides scheduled services to cities in Australia, Austria, Canada, France, Germany, Georgia, India, Japan, Kazakhstan, Korea, Kyrgyzstan, Maldives, Nepal, Netherlands, Nigeria, New Zealand, Pakistan, Russia, Saudi Arabia, Tajikistan, Turkmenistan, Turkey , UAE , UK and USA.

After joining Skyteam Alliance, the Group has established a network reaching over 1000 destinations globally, connecting 187 countries of regions and covering major cities around the world.

In 2012, the Group's most profitable international routes were: Tianjin-Xiamen-Singapore, Beijing-Guangzhou-Phnom Penh, Guangzhou-Beijing-Amsterdam, Guangzhou-Sydney, Guangzhou-Los Angeles, Phnom Penh-Guangzhou-Beijing, Singapore-Guangzhou-Shenyang, Guangzhou-Tokyo, Beijing-Guangzhou-Hanoi, Shenyang-Guangzhou-Singapore.

Aircraft Fleet

The Group's fleet plan in recent years has emphasized expansion and modernization through the acquisition of new aircraft and the retirement of less efficient and old aircraft. As of December 31, 2012, the Group operated a fleet of 491 aircraft with an average age of 6.32 years. Most aircraft of the Group are Boeing and Airbus aircraft. The Group has the largest fleet among Chinese airline companies. Among all the aircraft, 265 aircraft operated by the Group are leased pursuant to various types of leasing arrangements. Please see the table below for an analysis of our aircraft in terms of average age and average passenger capacity.

Model	Number of Aircraft	Average Age (years)	Average Passenger Capacity
Boeing 777-200A	4	16.52	373
Boeing 777-200B	6	14.20	282
Boeing 757-200	19	15.04	192/197/204
Boeing 747-400F	2	10.43	n/a
Boeing 737-800	131	4.60	160/163/170
Boeing 737-700	54	6.95	120/128/138
Boeing 737-300	21	18.48	137/145
Boeing 777-200F	6	2.42	n/a
Airbus 319-100	44	6.32	121
Airbus 380-800	4	0.85	506
Airbus 320-200	94	5.71	151/156
Airbus 321-200	59	4.88	178/182
Airbus 330-200	16	3.65	216/256
Airbus 330-300	8	4.55	283
EMB190	17	0.87	98
EMB145	6	8.24	50
Total	491	6.32	

In 2012, the Group continued to expand and modernize its aircraft fleet. During the year, the Group (i) took scheduled delivery of forty-four aircraft, including ten A320-200 aircraft, two A321-200 aircraft, two A380 aircraft, three A330-200 aircraft, four B737-700 aircraft and twenty-three B737-800 aircraft; (ii) took scheduled delivery of ten EMB190 aircraft under operating leases; (iii) returned three aircraft under operating leases upon expiry, including two B757-200 aircraft and one B737-300 aircraft; (iv) disposed four aircraft, including three B737-300 aircraft and one B737-800 aircraft; (v) exercised the purchase options stipulated in the aircraft finance lease agreements and two A321-200 aircraft were reclassified as owned aircraft from finance leased aircraft.

In February 2012, we entered into an agreement with the Boeing Company for the acquisition of ten Boeing B777-300ER aircraft. In August 2012, Xiamen Airlines, our subsidiary, entered into an agreement with the Boeing Company for the acquisition of 40 Boeing B737 series aircraft. In December 2012, we entered into an agreement with Airbus S.A.S. for the acquisition of ten Airbus A330-300 aircraft. Aircraft under these acquisition agreements are scheduled for delivery during the period from 2014 to 2019.

Aircraft Financing Arrangements

Overview

A significant portion of the Group's aircraft is acquired under long-term capital or operating leases or long-term mortgage loans with remaining terms to maturity ranging from one to eleven years. As of December 31, 2012, 97 of the Group's 491 aircraft were operated under capital leases, 168 were operated under operating leases, 226 were either owned aircraft financed by long-term mortgage loans, or acquired either with cash proceeds or acquired by exercising the purchase options upon expiry of the respective capital leases. The Group's planned acquisition of aircraft in the foreseeable future will generally be made through acquisition by bank loans and the Group's own funds, and pursuant to operating leases or capital leases. The Group's determination as to its acquisition strategy depends on the Group's evaluation at the time of its capacity requirements, anticipated deliveries of aircraft, the Group's capital structure and cash flow, prevailing interest rates and other general market conditions.

The following table sets forth, as of December 31, 2012, the number of aircraft operated by the Group pursuant to capital and operating leases and the remaining terms, of such leases.

Model	Capital Lease Year	Operating Lease Year	Average Remaining Lease Term Year
Boeing 777-200A and 777-200B	0	4	0.10
Boeing 737-700	12	15	2.91
Boeing 737-800	22	47	5.36
Boeing 737-300	0	3	0.30
Boeing 777F	2	0	7.02
Airbus 319-100	6	30	3.30
Airbus 380-800	1	0	11.32
Airbus 320-200	32	22	7.48
Airbus 321-200	11	20	7.32
Airbus 330-200	11	2	8.03
Airbus 330-300	0	8	7.81
EMB190	0	17	7.24
Total	97	168	

Capital leases

The majority of the capital leases in respect to aircraft and related equipment have terms of ten to twelve years expiring during the years 2015 to 2024. As of December 31, 2012, the Group's aggregate future minimum lease payments (including future finance charges) required under its capital leases were RMB24,596 million. The Group's capital leases typically cover a significant portion of the relevant aircraft's useful life and transfer the benefits and risks of ownership to the Group. Under its capital leases, the Group generally has an option to purchase the aircraft at or near the end of the lease term. As is customary in the case of capital leases, the Group's obligations are secured by the related aircraft, as well as other collateral.

Operating Leases

As of December 31, 2012, the Group's aggregate future minimum lease payments required under its operating leases were RMB22,161 million. As of the year end of 2012, the Group's operating leases had original terms generally ranging from five to fifteen years from the date of delivery of the relevant aircraft, and the remaining terms of these leases ranged from one to eleven years. Pursuant to the terms of the operating leases, the Group is obligated to make rental payments based on the lease term, with no termination payment obligations or purchase option, and the lessor bears the economic benefits and risks of ownership. Under its operating leases, the Group has no option to purchase the aircraft and is required to return the aircraft in the agreed condition at the end of the lease term. Although title to the aircraft remains with the lessor, the Group is responsible during the lease term for the maintenance, servicing, insurance, repair and overhaul of the aircraft.

For capital leases or operating leases, the Group is obligated to indemnify the lessors against any withholding or similar taxes that may be imposed on the lessors by taxing authorities in China with regard to payments made pursuant to such leases. In accordance with relevant PRC tax regulations, a PRC lessee is liable to withhold PRC withholding tax in respect of any lease payments regularly made to an overseas lessor. Depending on the circumstances, this tax is generally imposed at a fixed rate ranging from 0% to 11.6% of the lease payments, or in certain cases, the interest components of such payments for capital lease. The PRC withholding tax payable in respect of the lease arrangements amounting RMB182 million, RMB172 million and RMB318 million during 2012, 2011 and 2010 respectively, has been included as part of the lease charges.

Aircraft Flight Equipment

The jet engines used in the Group's aircraft fleet are manufactured by General Electric Corporation, Rolls-Royce plc, United Technologies International, Inc., CFM International, Inc. and International Aviation Engines Corporation. The Group had 79 and 74 spare jet engines for its fleet as of the year end of 2012 and 2011, respectively. The Group determines its requirements for jet engines based on all relevant considerations, including manufacturers' recommendations, the performance history of the jet engines and the planned utilization of its aircraft. Acquisition of rotables and certain of the expendables for the Group's aircraft are generally handled by Southern Airlines (Group) Import and Export Trading Company Limited ("SAIETC"), a subsidiary of CSAHC acting as agent for the Group, in consideration of an agency fee. The Group arranges the ordering of aircraft, jet engines and other flight equipment for the Airline Subsidiaries and keeps an inventory of rotables and expendables for the Airline Subsidiaries.

Aircraft Maintenance

A major part of the maintenance for the Group's fleet other than overhauls of jet engines is performed by Guangzhou Aircraft Maintenance Engineering Company Limited ("GAMECO"), an entity jointly controlled by the Company, Hutchison Whampoa ("Hutchison") and South China International Aircraft Engineering Company Limited, consistent with the Group's strategy to achieve fully integrated airline operations and to assure continued access to a stable source of high quality maintenance services. The remaining part of the maintenance for the Group's fleet other than overhauls of jet engines is performed by service providers in China and overseas. GAMECO performs all types of maintenance services, ranging from maintenance inspections performed on aircraft ("line maintenance services") to major overhaul performed at specified intervals. GAMECO was the first of three aircraft maintenance facilities in China having been certified as a repair station by both the CAAC and the Federal Aviation Administration. In March 1998, GAMECO received an approval certificate from the United Kingdom Civil Aviation Authority for the repair and maintenance of aircraft and aircraft engines.

The Group believes that GAMECO performs major maintenance checks on the Group's aircraft within time periods generally consistent with those of large international airline maintenance centers. GAMECO's repair and maintenance capacity include overhaul of more than 70% of the Group's aircraft. Although rotables for the Group's aircraft are generally imported through SAIETC, a portion of expendables and other maintenance materials are directly imported by GAMECO. GAMECO also provides line maintenance services to other 10 Chinese airlines and 23 international airlines. GAMECO provides heavy maintenance services to 7 other Chinese airlines and 12 international airlines. Our agreement with GAMECO usually has a term of one year.

Overhauls of jet engines are performed by Zhuhai MTU, a former jointly controlled entity of the Company and MTU Aero Engines GmbH, and also by overseas qualified service providers in Germany, Malaysia, Canada and Poland. On September 28, 2009, the Company entered into an agreement with CSAHC to sell its 50% equity interest in Zhuhai MTU to CSAHC at a consideration of RMB1,607,850,000. The transfer was completed in February 2010.

The amounts incurred by the Group for comprehensive maintenance services provided by GAMECO and Zhuhai MTU were RMB2,298 million, RMB2,018 million and RMB1,742 million for the years ended December 31, 2012, 2011 and 2010, respectively.

Safety

The Group endeavors to maintain strict compliance with all laws and regulations applicable to flight safety. In addition, the Group has adopted measures to eliminate or minimize factors that may impair flight safety, including specialized training programs and safety manuals. The Air Safety Management Department of the Company implements safety-related training programs on an ongoing basis in all of the Group's operations to raise the safety awareness of all employees. As a result, overall flight safety has gradually improved. For minor "incidents" which include various events and conditions prescribed by the CAAC which do not involve serious personal injury or material damage to flight equipment, the Group has kept the number consistently below what is prescribed by the CAAC. For example, the Company's "Accident Signs Per Ten Thousands Hours Ratio" was 0.036, 0, and 0.008 in 2012, 2011 and 2010, respectively. In comparison, CAAC's published maximum acceptable Accident Signs Per Ten Thousands Hours Ratio was 0.5, 0.5 and 0.5 in 2012, 2011 and 2010, respectively. This ratio is defined as the occurrence of one incident for every 10,000 hours of flight time. In 2012, the Group strengthened its flight safety management on the internal and external safety requirements. In 2008, the Group received the "Five-Star Flight Safety Award" from CAAC, making it the first in the aviation industry to receive such a great honor. Subsequently in 2012, we were awarded the "Safe Flight Diamond Award" by CAAC due to our 10,000,000 safety flight hours record, also the first in the aviation industry to receive such a great honor. By December 31, 2012, the Company's continuous safe flight span totaled to 10.37 million hours.

Jet Fuel

Jet fuel costs typically represent a major component of an airline's operating expenses. The Group's jet fuel costs accounted for 39.0%, 37.5% and 33.2% of the Group's operating expenses for the years ended December 31, 2012, 2011 and 2010, respectively. Like all Chinese airlines, the Group is generally required by the Chinese government to purchase its jet fuel requirements from regional branches of CAOSC and Bluesky Oil Supplies Company, except at the Shenzhen, Zhuhai, Sanya, Haikou, Shanghai Pudong and other small airports where jet fuel is supplied by Sino-foreign joint venture in which CAOSC is a joint venture partner. CAOSC is a State-owned organization controlled and supervised by the CAAC that controls the importation and distribution of jet fuel throughout China.

Jet fuel obtained from CAOSC's regional branches is purchased at uniform prices throughout China that are determined and adjusted by CAOSC from time to time with the approval of the CAAC and the pricing department of the NDRC based on market conditions and other factors. As a result, the costs of transportation and storage of jet fuel in all regions of China are spread among all domestic airlines. Jet fuel costs in China are influenced by costs at State-owned oil refineries and limitations in the transportation infrastructure, as well as by insufficient storage facilities for jet fuel in certain regions of China.

Prior to 1994, domestic jet fuel prices were generally below international jet fuel prices. The Chinese government had gradually increased domestic jet fuel prices in order to reflect more accurately the costs of supplying jet fuel in China. As a result, domestic jet fuel prices have become higher than those in the international market since the beginning of 1994. In 2007 through the first half of 2008, the crude oil prices in the international market reached historic highs. In response to the pressure imposed by such soaring prices, on November 1, 2007 and June 20, 2008, respectively, NDRC increased the domestic price for jet fuel. Thereafter, in order to reduce fuel cost pressure faced by Chinese airlines, NDRC approved reductions in domestic prices for jet fuel in 2008 and 2009. However, starting from February 2009, the crude oil price in the international market continued to increase and maintained at a high level in 2012. As a result, the domestic price for jet fuel has increased significantly from RMB4,020 per ton on May 19, 2009 to RMB7,926 per ton on October 1, 2012. Our jet fuel costs increased from RMB32,675 million in 2011 to RMB37,401 million in 2012 as a result of an increase of flights and an increase in average jet fuel price of 0.9%.

In addition to purchases of jet fuel from CAOSC, the Group is also permitted by the Chinese government to purchase a portion of its jet fuel requirements for its international flights from foreign fuel suppliers located outside China at prevailing international market prices. Jet fuel purchased from such sources outside China accounted for approximately 12% and 11% of the Group's total jet fuel consumption in 2012 and 2011, respectively.

Fuel Surcharge

The NDRC has lowered the rate of fuel surcharge from 0.00002691 per km to 0.00002541 per km, starting from April 1, 2012 and ending on March 31, 2013. Based on that rate, for every RMB100 by which the cost of jet fuel exceeds RMB4,140 per ton, the airlines are allowed to charge RMB0.00002541 per km for the flight distance. The Group's profit for the year may suffer from an unexpected change in the fuel surcharge collection policies and other factors beyond our control.

Flight Operations

Flight operations for the Group's flights originating in Guangzhou are managed by our flight operations and marketing divisions, which are responsible for formulating flight plans and schedules consistent with route and flight approvals received from the CAAC. The Company's flight operations center in Guangzhou is responsible for the on-site administration of flights, including the dispatch and coordination of flights, deployment of aircraft, ground services and crew staffing. In addition, each of the Airline Subsidiaries maintains flight operations centers at all servicing airports for on-site administration of their flights. Our general dispatch offices are responsible for monitoring conditions of the Group's route network, administering the Group's flight plans, collecting and monitoring navigation data and analyzing and monitoring airport conditions.

To enhance its management of flight operations, the Group's computerized flight operations control system (SOC) began operation in May 1999. The system utilizes advanced computer and telecommunications technology to manage the Group's flights on a centralized, real-time basis. The Group believes that the system will assist it to (i) compile flight schedules more efficiently; (ii) increase the utilization of aircraft; (iii) allow real-time tracking of all of the Group's flights; and (iv) improve coordination of the Group's aircraft maintenance and ground servicing functions.

Training of Pilots and Flight Attendants

The Group believes that its pilot training program, which was established in cooperation with the CAAC affiliated Beijing University of Aeronautics and Aviation (the "BUAA"), has significantly improved the quality of the training received by the Group's pilots and has helped maintain the quality of the Group's staff of pilots at a level consistent with the expansion of operations called for by the Group's business strategy.

In the Group's pilot training program, trainees have two years of theoretical training at the BUAA. After successful completion of academic and physical examinations, the trainees receive flight training for a period of approximately 20 months at the Flying College, a company that is 48.12% owned by the Company, 4.76% owned by CSAHC and 47.12% owned by a third party shareholder. Each trainee at the Flying College is required to fly at least 250 hours before being awarded a flight certificate. Graduates of the BUAA and the Flying College are hired by the Group as trainee pilots after passing a CAAC-administered examination to obtain a pilot license. The total training period for the Group's trainee pilots is approximately four years. The Group has about 2,128 trainees as of April 19, 2013 about 450 trainees are expected to graduate by the end of 2013.

As part of the pilot training program, trainee pilots receive their initial training in the operation of a specific aircraft with Zhuhai Xiang Yi Aviation Technology Company Limited ("Zhuhai Xiang Yi"), a jointly controlled entity between the Company and CAE International Holdings Limited, which also provides training to pilots from other Chinese airlines. Zhuhai Xiang Yi is equipped with simulators for majority models of aircraft currently operated by the Group and provides flight simulation training services to the Group.

The Group's pilots are required to be licensed by the CAAC, which requires an annual proficiency check. The Group's pilots attend courses in simulator training twice annually and in emergency survival training once annually. The Group also conducts regular advanced training courses for captains and captain candidates. Pilots advance in rank based on number of hours flown, types of aircraft flown and their performance history.

The Group funded the training of its recruited pilots in previous years and, as a result, incurred significant costs over the years. Recently, there has been a trend in the financing of pilot training worldwide from employer-sponsored to self-sponsored scheme. Such a change will not only cut down the Group's training expenses significantly, but also ensures the long-term dedicated service of the pilots. Starting from 2007, the Group began to recruit pilots under the self-sponsored training arrangement. On December 5, 2007, August 27, 2008, August 27, 2009, August 26, 2010 and September 9, 2011, the Board approved the Company to provide a guarantee with joint liability for the loans incurred under the self-sponsored pilot training program in an aggregate amount of RMB90,858,000, not more than RMB213,600,000, not more than RMB184,750,000, not more than RMB179,269,600 and not more than RMB83,850,000, respectively. On December 29, 2009, Xiamen Airlines, 51% owned subsidiary of the Company agreed to provide a guarantee with joint liability for the loans incurred under the partial self-sponsored pilot training program in an aggregate amount of not more than RMB100 million up to December 31, 2012. As of December 31, 2012, the Group has provided guarantees with joint liability for the loans of such self-sponsored pilots in an aggregate amount of RMB581,000,000, under which an aggregate of personal bank loans of RMB398,000,000 were drawn down from the banks. For the year ended December 31, 2012, the Group made repayments of RMB3,000,000 due to the default of payments of certain pilot trainees.

Under the program, the self-sponsored pilots are bound to enter into service contracts with the Group when they finish their training courses. They have the choice to repay their loans in advance or in installments.

The Group conducts theoretical and practical training programs for its flight attendants at its Flight Attendants Training Center in Guangzhou (the "Guangzhou Training Center"). The Guangzhou Training Center is equipped with computerized training equipment, as well as simulator cabins for all models of aircraft currently operated by the Group. At the Guangzhou Training Center, flight attendants of the Group receive comprehensive training in areas such as in-flight service, emergency evacuation and water rescue.

Ground Services

The Group makes arrangements with airport authorities, other airlines or ground services companies for substantially all ground facilities, including jet-ways, waiting areas, ticket counters and support services buildings, at each airport that it serves. The Group pays landing, parking and other fees to such airports, including Guangzhou Baiyun International Airport (the "Guangzhou Baiyun Airport"). At domestic airports, such fees are generally determined by the CAAC.

At Guangzhou Baiyun Airport, the Group operates its own passenger check-in, cargo, mail and baggage handling, aircraft maintenance and cleaning services. The Group also provides such services to its customer airlines that operate in Guangzhou Baiyun Airport.

Ground services at the airports, such as those in Shenzhen, Changsha, Wuhan, Zhengzhou, Haikou, Zhuhai, Xiamen, Fuzhou, Guilin, Shantou, Guiyang, Shenyang, Harbin, Dalian, Changcun, Sanya, Nanning, Chongqing, Shanghai Hongqiao, Shanghai Pudong and Urumqi, are operated directly by the Group. Ground services at the airport in Beijing have been primarily provided by Beijing Ground Service, which became a wholly-own subsidiary of the Company in June 2009. Ground services at other airports in China are provided to the Group by local airport authorities or local airlines pursuant to various service agreements. Ground services and other services at airports outside China are provided to the Group by foreign services providers pursuant to various service agreements with such parties. All such agreements of the Group are short-term and otherwise on terms that are customary in the industry.

Air Catering

We own a 55% equity interest in Guangzhou Nanland Air Catering Company Limited ("Nanland")**.** Nanland provides in-flight meals, snacks, drinks and related services for all of the Group's flights originating in Guangzhou and substantially all other flights departing from Guangzhou Baiyun Airport. The Group contracts with various air catering suppliers with respect to in-flight catering services for flights originating from other airports, generally on an annual basis and otherwise on terms that are customary in the industry.

In order to optimize assets structure, tighten cost control, reduce the number of connected transactions and enhance the independence of operations in the long-run, the Company acquired a 100% equity interest in China Southern Airlines Group Air Catering Company Limited ("SAG Air Catering") on August 31, 2007 from CSAHC. SAG Air Catering provides in-flight meals for flights of the Company originating or stopping at domestic airports, mainly in northern China and Xinjiang regions.

Cargo and Mail

The Group also provides air cargo and mail services. A significant portion of these services are combined with passenger flights services. Currently, the Group has two Boeing 747 freighters and six Boeing 777 freighters, mainly servicing eight international cargo routes, Shanghai to Amsterdam, Frankfurt, Vienna, Los Angeles, Chicago, Anchorage, Vancouver, Osaka and Guangzhou to Amsterdam and Los Angeles, Chongqing to Amsterdam, and Qingdao to Los Angeles. The Group conducts its cargo business primarily through its cargo hubs in Guangzhou and Shanghai.

Sales, Reservations and Marketing

Passenger Ticket Sales and Reservations

The Group's ticket sales and reservations are conducted by or through independent sales agents and the Group's own network of exclusive sales offices as well as the CAAC's sales offices and CSAHC's affiliates. The Group has sales offices in Guangzhou and its other route bases. In addition, the Group maintains regional sales offices in other cities in China, including Beijing and Shanghai. The Group maintains international sales offices in Almaty, Amsterdam, Ashkhabad, Auckland, Baku, Bangkok, Bishkek, Brisbane, Busan, Chicago, Daegu, Daejeon, Delhi, Dubai (Sharjah), Dushanbe, Frankfurt, Fukuoka, Hanoi, Hiroshima, Ho Chi Minh City, Irkutsk, Islamabad, Jakarta, Jeddah, Kathmandu, Khabarovsk, Khudzhand, Kitakyushu, Kuala Lumpur, London, Los Angeles, Manila, Melbourne, Moscow, Nagoga, Niigata, Novosibirsk, Oakland, Osaka, Osh, Paris, Penang, Perth, Phnom Penh, Phuket, Sapporo, Sendai, Seoul, Siem Reap, Singapore, Sydney, Tashkent, Tehran, Tokyo, Toyama, Tbilisi, Vancouver, Vladivostok, Vienna and Yangon.

The Group has agency agreements with airlines in the Asia-Pacific region, Europe, the United States and Africa for the processing of ticket sales and reservations on a reciprocal basis. In 2012, approximately 15% of all ticket sales for the Group's scheduled flights were made by the Group's network of sales offices and CSAHC's affiliates. The Group also sells tickets and accepts reservations through an extensive network of non-exclusive independent sales agents. Under the agency agreements with these sales agents, the Group pays commissions based on the value of tickets sold. The Group pays independent sales agents a commission of 5%-6% of the ticket price. Sales agents are typically permitted to withhold their commission from the proceeds of ticket sales that are remitted to the Group. In 2012, independent sales agents accounted for approximately 85% of the Group's ticket sales for its scheduled flights.

Substantially all of the Group's sales offices and agents in China are linked electronically to the CAAC's computerized ticketing and reservations system, which is in turn linked to all domestic airlines for flights throughout China. The Group has also entered into membership agreements with several international reservation systems, including ABACUS in Southeast Asia, SABRE and GALILEO in the United States, AMADEUS in Europe and INFINI in Japan. These systems facilitate reservations and sales of tickets for the Group's international flights. In 2008, the Group further improved and optimized its online sales network, and launched Tencent sales counters in cooperation with Tencent Technology Limited, thus expanded the consumer sales network of the Group. Meanwhile, the Group upgraded and reconstructed the SMS platform, which provide SMS information services on mileage, flight schedule, flight status and air ticket price, and launched the "95539" services hotlines.

Cargo

The Group's cargo and mail services are promoted through its own cargo divisions and independent cargo agents both within and outside China that track available space among all airlines. In particular, the Group employs a number of cargo agents in the Pearl River Delta region. The Group generally pays such agents a commission of 3%-4% of the relevant cargo freight rate for domestic and international services.

Promotional and Marketing Activities

The Group engages in regular promotional and marketing activities in an effort to increase its market share. The Group's promotional and marketing activities for domestic routes emphasize safety, passenger comfort and the frequency of the Group's flights. The Group's promotional and marketing activities for international and regional passengers emphasize the Group's quality of service, extensive route network in China and greater frequency of flights relative to other Chinese airlines. The Group is among the first to launch premium economy class of seating. In addition, the Group also promotes and markets its regional and international routes on the basis of price.

The Group has been seeking to increase its name recognition by offering new services to passengers. For example, the Group was the first Chinese airline to provide off-airport check-in services. The Group also offers transfer and baggage "through-handling" services to passengers connecting to other airlines, including passengers connecting in Hong Kong for flights to Taiwan. The Group widened its use of information technology and introduced new services such as cell phone check-in and SMS platforms. During the Beijing Olympic Games, the Group launched a special promotion known as "Welcome the Olympic Games with Gold Medal Services" and successfully fulfilled its duties to deliver quality services for the Beijing Olympic Games and Paralympics Games. In 2010, the Group successfully completed its missions to deliver quality services for the 16th Asian Games held in Guangzhou and the World Exposition Shanghai. In preparation for the hosting of the Asian Games, Guangzhou has made a huge investment in urban renovation and the construction of sports facilities. In addition, there has been high consumption before, during and after the Asian Games. Ever since the successful bidding for hosting the Asian Games in 2004, Guangzhou has achieved a faster growth and improvement in its economy. Even though during the Asian Games, the aviation market did not show a marked growth trend due to a stricter security policy and there was little change in the pattern of the cycle of travelers entering and leaving Guangzhou, which was basically following the trend in the normal cycle, in the long run, the Asian Games will have a positive impact on the tourism and the aviation market in Guangzhou to a certain extent.

On the wake of permitted direct flights on weekends between Taiwan and Mainland China starting from July 4, 2008, the Company became the first Chinese carrier to fly nonstop to Taiwan. By taking advantage of such further liberalized air travel policy between Taiwan and Mainland China, the Company has taken measures to explore opportunities presented by and increase its name recognition in Taiwan market. On June 23, 2008, the Company entered into a memorandum of cooperation with China Airlines, which is the largest carrier in Taiwan by route network. Based on the memorandum, the scope of cooperation between the parties will cover passenger, cargo, maintenance and ground handling services. The Company believes that its strategic collaboration with China Airlines will be beneficial to both parties, expand their route network worldwide, increase their freight load factors, reduce labor and operating costs, and enhance the competitiveness of both airlines in the global air travel market.

To enhance relationships with its passengers, the Group has launched two frequent flyer programs, namely the "China Southern Airlines Sky Pearl Club" and the "Xiamen Airlines' Egret Card Frequent Flyer Program". By the end of 2012, the Group had approximately 18,190,000 members (including those of Xiamen Airlines) under these programs.

Regulation

The Chinese commercial aviation industry is subject to a high degree of regulation and oversight by the CAAC. Regulations and policies issued or implemented by the CAAC encompass substantially all aspects of airline operations, including route allocation, pricing of domestic airfare, the administration of air traffic control systems and certain airports, air carrier certifications and air operator certification and aircraft, registration and aircraft airworthiness certification. The Civil Aviation Law, which became effective in March 1996, provides a framework for regulation of many of these aspects of commercial aviation activities. Although China's airlines operate under the supervision and regulation of the CAAC, they are accorded an increasingly significant degree of operational autonomy, including with respect to the application for domestic, regional and international routes, the allocation of aircraft among routes, the purchase of flight equipment, the pricing of air fares within a certain range, the training and supervision of personnel and their day-to-day operations.

As an airline providing services on international routes, the Group is also subject to a variety of bilateral civil air transport agreements that provide for the exchange of air traffic rights between China and various other countries. In addition, China is a contracting state, as well as a permanent member, of the International Civil Aviation Organization (the "ICAO"), an agency of the United Nations established in 1947 to assist in the planning and development of international air transport, and is a party to many other international aviation conventions. The ICAO establishes technical standards for the international aviation industry. The Group believes that it, in all material respects, complies with all such technical standards.

Route Rights

Domestic Routes. The right of any Chinese airline to carry passengers or cargo on any domestic route must be obtained from the CAAC. Non-Chinese airlines are not permitted to provide domestic air service between destinations in China. The CAAC's policy is to assign a domestic route to the Chinese airline that is best suited to serve the route based, in part, on the location of the airline's main or regional base at the point of origin. Under current regulations, airlines are generally expected to operate mainly from their route bases, and flights within a particular region are expected to be served by airlines based in that region. The Group believes that these regulatory parameters benefit airlines, such as the Group, that have a large number of regional route bases. The CAAC also considers other factors that may make a particular airline suitable to operate a domestic route, including the applicant's general operating authority, compliance with pricing regulations and regulations applicable to safety and service quality, market demand, the ability of the applicant in terms of its existing routes, airport facilities and related support services.

The CAAC considers market conditions for a domestic route in determining whether the route should be allocated to one or more airlines. Generally, the CAAC requires the passenger load factor on certain route should be above the average rate of the whole market in the last flight season before additional flights and participants may be put on that route.

Regional Routes. Hong Kong and Macau routes and landing rights are derived from agreements between the Chinese government and the government of the Hong Kong SAR, and between the Chinese government and the government of Macau SAR. The rights to fly between Beijing and Hong Kong, Beijing and Macau, Shanghai and Hong Kong and Shanghai and Macau are allocated by the CAAC among the four Chinese airlines. The Group understands that the criteria for determining whether a Hong Kong and Macau route will be allocated to a particular airline include market demand, the ability of the airline to service the route and the appropriateness of the airline's aircraft for such route.

A number of Hong Kong routes are operated by Chinese airlines on a "charter" flight basis. Permission to operate these flights is in theory subject to monthly review by the CAAC and the Hong Kong Civil Aviation Department. The CAAC has informally indicated that it primarily considers market demand and airline capability in granting permission for such flights.

Previously, direct flights between Taiwan and Mainland China were only available during certain festivals. Since July 4, 2008, however, the ban on direct flights has been further liberalized to allow direct charter flights on weekends. On November 4, 2008, the Mainland China and Taiwan agreed to regular direct passenger charter flights across the Taiwan Strait. On August 31, 2009, the Mainland China and Taiwan extended the number of regular cross-Strait direct passenger flights from 108 to 270 a week. Cross-Strait direct passenger flights were further increased in the following years. As of April 19, 2013, there were 616 cross-Strait direct passenger flights a week.

International Routes. International route rights, as well as the corresponding landing rights, are derived from air services agreements negotiated between the Chinese government, through the CAAC, and the government of the relevant foreign country. Each government grants to the other the right to designate one or more domestic airlines to operate scheduled service between certain destinations within each of such countries. Upon entering into an air services agreement, the CAAC determines the airline to be awarded such routes based on various criteria, including the availability of appropriate aircraft, flight and management personnel, safety record, the overall size of the airline, financial condition and sufficiency of assets to bear civil liabilities in international air services. These route rights may be terminated by the CAAC under special circumstances.

The criteria for determining whether an international route will be allocated to a second airline generally include (i) the terms of the relevant bilateral civil aviation agreement; (ii) consistency with overall national plans and the national interest and the enhancement of reasonable competition; and (iii) whether the international airports to be used are sufficient for the aircraft flown and employ security measures consistent with international standards.

In addition, if the relevant bilateral civil aviation agreement permits more than one Chinese airline to operate a particular international route, the CAAC will only permit a second airline to operate on such route if during a specific season, the average load factor is more than 75%, or for a particular international route, if the flight capacity provided by Chinese airlines is 50% less than that provided by foreign airlines.

Air Fare Pricing Policy

Pursuant to "Pricing Reform of Domestic Civil Aviation" as approved by the State Council of the PRC effective on April 20, 2004, prices on domestic routes now fluctuate freely within a predetermined range. Instead of direct supervision by setting prices of air tickets through a local price bureau, the government now provides guidance on domestic flights and domestic civil aviation is controlled by the government indirectly. Market-oriented pricing policy was introduced and pricing system has been adjusted as a result of the above pricing reform. The CAAC and NDRC issued a notice on April 13, 2010, effective on June 1, 2010, pursuant to which, airlines may set first-class and business-class airfares freely in accordance with market prices, subject to relevant PRC laws. The economy-class airfares remain to be subject to the predetermined range.

Published air fares of Chinese airlines for the Hong Kong and Macau routes are determined by the CAAC and the relevant civil aviation authorities in Hong Kong or Macau, subject to consultation between the relevant Chinese airlines and Hong Kong or Macau airlines. Airlines may offer discounts on flights on their Hong Kong regional routes. With respect to the Taiwan routes, the air fares are currently determined by Chinese airlines at their own discretion and may be subject to certain pricing guidance to be issued by the CAAC in the future.

Published air fares of Chinese airlines for international routes are determined through consultation between the relevant Chinese airlines and foreign airlines in accordance with the civil aviation agreements between the Chinese government and the relevant foreign government, taking into account the international air fare standards established through the International Air Transport Association. All air fares for international routes must be approved by the CAAC. Discounting of published international air fares is permitted.

Acquisition of Aircraft and Flight Equipment

If a Chinese airline plans to acquire an aircraft, the airline must first seek approval from the CAAC and NDRC. The airline must, as a condition of approval, provide specific acquisition plans, which are subject to modification by the CAAC and NDRC. If the CAAC and NDRC approve an aircraft acquisition, the airline negotiates the terms of the acquisition with the manufacturer together with China Aviation Suppliers Import and Export Corporation ("CASC"), an entity controlled by CAAC, because CASC possesses the license required to import or export aircraft, and CASC receives a commission in respect thereof. Most Chinese airlines are also required to acquire their aircraft engines, spare parts and other flight equipment through CASC. The Company and a few other Chinese airlines are permitted to import jet engines and other flight equipment for their own use without the participation of CASC. In the case of the Company, SAIETC acts as its import agent and receives an agency fee for its services.

Jet Fuel Supply and Pricing

CAOSC and Bluesky Oil Supplies Company, companies supervised by the CAAC, are the only jet fuel supply companies in China, with the exception of the joint venture jet fuel supply companies that supply Shenzhen, Zhuhai, Sanya, Haikou, Shanghai Pudong and other small airports, in each of which CAOSC is a partner. Airlines are generally not permitted to buy jet fuel from other suppliers in their domestic operations, since the direct import of jet fuel for domestic purposes is prohibited. As a result, all Chinese airlines purchase their domestic jet fuel supply requirements (other than the above mentioned exceptions) from the seven regional branches of CAOSC. Jet fuel obtained from such regional branches is purchased at uniform prices throughout China that are determined and adjusted by CAOSC from time to time with the approval of the CAAC and the pricing department of the NDRC based on market conditions and other factors.

Safety

The CAAC has made the improvement of air traffic safety in China a high priority and is responsible for the establishment of operational safety, maintenance and training standards for all Chinese airlines. The Chinese airlines are required to provide monthly flight safety reports to the CAAC, including reports of flight or other incidents or accidents and other safety related problems involving such airline's aircraft occurring during the relevant reporting period. The CAAC periodically conducts safety inspections on individual airlines.

Every pilot is required to pass CAAC-administered examinations before obtaining a pilot license and is subject to an annual recertification examination.

All aircraft operated by Chinese airlines, other than a limited number of leased aircraft registered in foreign countries, are required to be registered with the CAAC. All aircraft operated by Chinese airlines must have a valid certificate of airworthiness, which is issued annually by the CAAC. In addition, maintenance permits are issued to a Chinese airline only after its maintenance capabilities have been examined and assessed by the CAAC. Such maintenance permits are renewed annually. All aircraft operated by Chinese airlines may be maintained and repaired only by CAAC-certified maintenance facilities, whether located within or outside China. Aircraft maintenance personnel must be certified by the CAAC before assuming aircraft maintenance posts.

Security

The CAAC establishes and supervises the implementation of security standards and regulations for the Chinese commercial aviation industry. Such standards and regulations are based on Chinese laws, as well as standards developed by international commercial aviation organizations. Each airline and airport in China is required to submit to the CAAC an aviation security handbook describing specific security procedures established by such airline or airport for the day-to-day operations of commercial aviation and procedures for staff training on security. Such security procedures must be based on relevant CAAC regulations and international commercial aviation treaties. Chinese airports and airlines that operate international routes must also adopt security measures in accordance with the requirements of the relevant international agreements.

Noise and Environmental Regulation

All airlines in China must comply with the noise and environmental regulations of the PRC State Environmental Protection Agency. Applicable regulations of the CAAC permit Chinese airports to refuse to grant take-off and landing rights to any aircraft that does not comply with noise regulations.

Chinese Airport Policy

The CAAC supervises and regulates all civilian airports in China. The local government of the PRC manages the administration of most civilian airports in China. Airports in China are also subject to regulation and ongoing review by the CAAC, which determines take-off and landing charges, as well as charges for the use of airports and airport services.

Competition

The CAAC's extensive regulation of the Chinese commercial aviation industry has had the effect of managing competition among Chinese airlines. Nevertheless, competition has become increasingly intense in recent years due to a number of factors, including relaxation of certain regulations by the CAAC, an increase in the number of Chinese airlines and an increase in the capacity, routes and flights of Chinese airlines.

In the Chinese aviation industry, the three dominant airlines are the Group, Air China Limited (the "Air China") and China Eastern Airlines Corporation Limited (the "China Eastern Airlines"). In 2012, these three airlines together controlled approximately 69.8% of the commercial aviation market in China as measured by passengers carried.

Most major Chinese airlines have in recent years significantly expanded their fleets, while at the same time passenger traffic may not increased proportionately. In some years, this has resulted in a reduction in our passenger load factors. As a result, we are required to be more competitive with respect to, for example, quality of service, including ticketing and reservations, in-flight services, flight scheduling and timeliness.

The Group expects that competition in China's commercial aviation industry will continue to be intense. The Group will also face increasing competition from alternative means of transport, such as highway and rail, as China's transportation infrastructure improves. In particular, the so-called "Four Longitudinal and One Horizontal" high-speed railways have brought negative impact to the domestic commercial aviation sector.

In June 2011, the Beijing-Shanghai High-Speed Railway commenced operation. We currently have only one daily flight on the Beijing-Shanghai aviation route. The opening of the Beijing-Shanghai High-Speed Railway has had a little direct impact on us. The aviation routes along the way, in particular, short-haul routes have experienced a greater loss of customers, but such losses are within our expectations and have had minimal impact on the entire industry. In December 2012, the Beijing-Guangzhou and Harbin-Dalian High-Speed Railways commenced operation and the construction of all railways in China's "Four Longitudinal and One Horizontal" high-speed railway network is expected to complete in October 2013. We expect it will bring further negative impact on the domestic aviation industry.

From the perspective of long term development, with the continuous improvement in the high-speed railway lines and services, the domestic flights of the airlines will face competition from all sides, which spurs the airlines to constantly improve its network of aviation routes while stepping up efforts to upgrade service quality and brand influence for the enhancement of its competitiveness as a whole.

The Group believes that it possesses certain competitive advantages as compared to other Chinese airlines. The Group has the most extensive route network and the largest number of regional route bases among Chinese airlines, which the Group believes places it in a favorable position in the route allocation process. The Group also has the largest aircraft fleet among all Chinese airlines, which, together with the Group's planned aircraft acquisitions, will permit the Group to expand its operations and to improve the deployment of the aircraft in its fleet. The Group also believes that its dominant presence in the populous and economically developed southern and central regions of China provides it with a competitive advantage in attracting new customers and that its fully integrated flight training, aircraft and engine maintenance and air catering operations enable it to achieve and maintain high quality service to its customers. In light of increasing competition from high speed trains, the Group intends to place more flight fleet to the international routes, where the Group will make an effort for a stronger market position. The Group also believes that its optimized route network, increased operational efficiency and improved service quality will attract more customers. The proposed cooperation between the Company and the high speed trains operators will also enable the Group to render a seamless air-ground service to customers which will bring a win-win situation for both the Group and the high speed trains operators.

According to CAAC statistics, the following table sets forth the Group's market share of passengers carried, cargo and mail carried and total traffic of Chinese airlines for the years indicated.

	Passenger Carried		Cargo and Mail Carried (tons)		Total Traffic (tons kilometers)	
Year	**Industry Total (in millions)**	**Group's Share (% of total)**	**Industry Total (in thousands)**	**Group's Share (% of total)**	**Industry Total (in billions)**	**Group's Share (% of total)**
2008	192.5	30.3	4,076	20.5	37.7	24.4
2009	230.5	28.8	4,455	19.3	42.7	23.6
2010	267.7	28.6	5,630	19.8	53.8	24.3
2011	292.2	27.6	5,528	20.5	57.3	25.2
2012	319.0(1)	27.1(1)	5,416(1)	22.7(1)	60.8(1)	26.6(1)

(1) The numbers of market shares in 2012 originate from CAAC's preliminary report and may be subject to changes and thus differ from the final CAAC statistics.

Domestic Routes

The Group competes against its domestic competitors primarily on the basis of flight schedule, route network, quality of service, safety, type and age of aircraft and, to a lesser extent and until recently, price. The Group competes against other major Chinese airlines in its various domestic route markets. Of these competitors, the largest are two airlines owned or controlled by the Chinese government, and the remaining airlines are operated by or under the control of various Chinese provincial or municipal governments.

The following table sets forth the Group's market share in terms of passengers carried, cargo and mail carried on departing flights and total departing flights at the ten busiest airports in China in 2012 according to passenger volume data from CAAC statistics.

Airport	Passenger Carried (% of total)	Cargo and Mail Carried (% of total)	Departing Flight (% of total)
Beijing	17.24%	11.4%	17.31%
Guangzhou	51.38%	30.17%	51.74%
Shanghai Pudong	8.83%	7.38%	9.77%
Shanghai Hongqiao	13.18%	18.05%	13.61%
Shenzhen	27.97%	16.06%	26.11%
Chengdu	12.59%	11.62%	12.41%
Kunming	15.33%	18.83%	14.60%
Xi'an	16.12%	20.59%	16.65%
Hangzhou	31.98%	24.19%	31.38%
Chongqing	24.68%	24.22%	25.92%

The following table sets forth the Group's market share in terms of passengers carried, cargo and mail carried on departing flights and total departing flights at eight busiest airports in southern and central China (excluding Guangzhou and Shenzhen, which are included in the table above) in 2012 according to passenger volume data from CAAC statistics.

Airport	Passenger Carried (% of total)	Cargo and Mail Carried (% of total)	Departing Flight (%of total)
Wuhan	38.85%	44.74%	35.36%
Changsha	39.35%	52.76%	39.64%
Haikou	25.66%	29.16%	23.90%
Sanya	27.18%	33.20%	27.30%
Zhengzhou	47.12%	37.56%	45.05%
Guilin	37.66%	49.55%	38.46%
Nanning	32.68%	39.84%	30.45%
Zhang Jia Jie	26.27%	30.42%	28.67%

Regional Routes

In 2012, the Group conducted a total of 16,031 flights on its regional routes, accounting for approximately 23.4% of all passengers carried by Chinese airlines on routes between Hong Kong, Macau or Taiwan and destinations in China. The Group faces less competition on regional routes than that on domestic and international, and earns higher operating margin. Air China, Eastern Airlines, Air Macau, Dragon Air and Cathay Pacific Airways compete with the Group in the regional traffic markets.

International Routes

The Group competes with Air China, China Eastern Airlines and many well-established foreign airlines on its international routes. Most of these international competitors have significantly longer operating histories, substantially greater financial and technological resources and greater name recognition than the Group. In addition, the public's perception of the safety and service records of Chinese airlines may adversely affect the Group's ability to compete against its regional and international competitors. Many of the Group's international competitors have larger sales networks and participate in reservation systems that are more comprehensive and convenient than those of the Group, or engage in promotional activities that may enhance their ability to attract international passengers.

In Southeast Asian routes, our competitors mainly include Thai Airways International, Singapore Airlines, Malaysian Airlines System, Air China and China Eastern Airlines. In European routes, our competitors mainly include Air China, China Eastern Airlines, Cathay Pacific Airways and Lufthansa German Airlines. In U.S. routes, our competitors mainly include Air China, China Eastern Airlines, Cathay Pacific Airways and United Airlines. In Australian routes, our competitors include Air China, China Eastern Airlines, Cathay Pacific Airways and Quantas Airways. The Group competes in the international market primarily on the basis of safety, price, timeliness and convenience of scheduling.

Airline Subsidiaries

The Airline Subsidiaries are joint ventures established by the Company and local companies in the provinces or special economic zones where the Airline Subsidiaries are based and are engaged in providing airline and related services. As of December 31, 2012, the Company owns a 51% or 60% equity interest in each of the Airline Subsidiaries.

As of December 31, 2012, Xiamen Airlines operated under its own "MF" code with a fleet of 86 aircraft on 130 domestic routes, 5 international routes and 13 regional routes. In 2012, Xiamen Airlines carried a total of about 16.84 million passengers, or approximately 19.5% of the passengers carried by the Group in that year, and had RMB15,761 million in traffic revenue

As of December 31, 2012, Shantou Airlines operated under the Group's "CZ" code with a fleet of 11 aircraft. In 2012, under the centralized allocation of flight routes of the Group, Shantou Airlines carried a total of about 2.54 million passengers, or 2.9% of the passengers carried by the Group in that year. Total traffic revenue of Shantou Airlines for the year ended December 31, 2012 was RMB2,235 million.

As of December 31, 2012, Chongqing Airlines operated under the "OQ" code with a fleet of nine aircraft. In 2012, under the centralized allocation of flight routes of the Group, Chongqing Airlines carried a total of about 1.87 million passengers, or 2.2% of the total number of passengers carried by the Group in that year. Total traffic revenue of Chongqing Airlines for the year ended December 31, 2012 was RMB1,521 million.

As of December 31, 2012, Zhuhai Airlines operated under the "CZ" code with a fleet of six aircraft. In 2012, under the centralized allocation of flight routes of the Group, Zhuhai Airlines carried a total of about 1.17 million passengers, or approximately 1.4% of the total number of passengers carried by the Group in that year. Total traffic revenue of Zhuhai Airlines for the year ended December 31, 2012 was RMB1,172 million.

As of December 31, 2012, Guizhou Airlines operated under the "CZ" code with a fleet of 12 aircraft. In 2012, under the centralized allocation of flight routes of the Group, Guizhou Airlines carried a total of about 2.22 million passengers, or approximately 2.6% of the total number of passengers carried by the Group in that year. Total traffic revenue of Guizhou Airlines was approximately RMB2,115 million for the year ended December 31, 2012.

Insurance

The CAAC maintains fleet and legal liability insurance on behalf of the Group and all other Chinese airlines with PICC Property and Casualty Company Limited, or PICCP&C, and China Pacific Property Insurance Company Ltd., under the PICCP&C master policy. The Group maintains aviation hull all risks, spares and airline liability insurance, aircraft hull all risks and spare engines deductible insurance, aviation hull war and allied perils policy of the type and in the amount customary in the Chinese aviation industry.

Under the relevant PRC laws, civil liability of Chinese airlines for death or injuries suffered by passengers on domestic flights is limited to RMB400,000 (approximately US$63,639) per passenger. As of July 31, 2006, the Convention for the Unification of Certain Rules for International Carriage by Air of 1999, or Montreal Convention, became effective in China. Under the Montreal Convention, carriers of international flights are strictly liable for proven damages up to 100,000 Special Drawing Rights and beyond that, carriers are only able to exclude liability if they can prove that the damage was not due to negligence or other wrongful act of the carrier (and its agents), or the damage arose solely from the negligence or other wrongful act of a third party. The Group believes that it maintains adequate insurance coverage for the civil liability that can be imposed in respect of death or injuries to passengers under Chinese law, the Montreal Convention and any agreement which the Group is subject to.

The CAAC allocates insurance premiums payable in respect of the PICCP&C master policy to each participating airline based on the value of the airline's insured aircraft or, in the case of leased aircraft, based on the amount required by the terms of the lease. Insurance claims made by any participating airline may cause the premiums paid by the Group under the PICCP&C master policy to increase. PICCP&C's practice has been to reinsure a substantial portion of its aircraft insurance business through reinsurance brokers on the London reinsurance market.

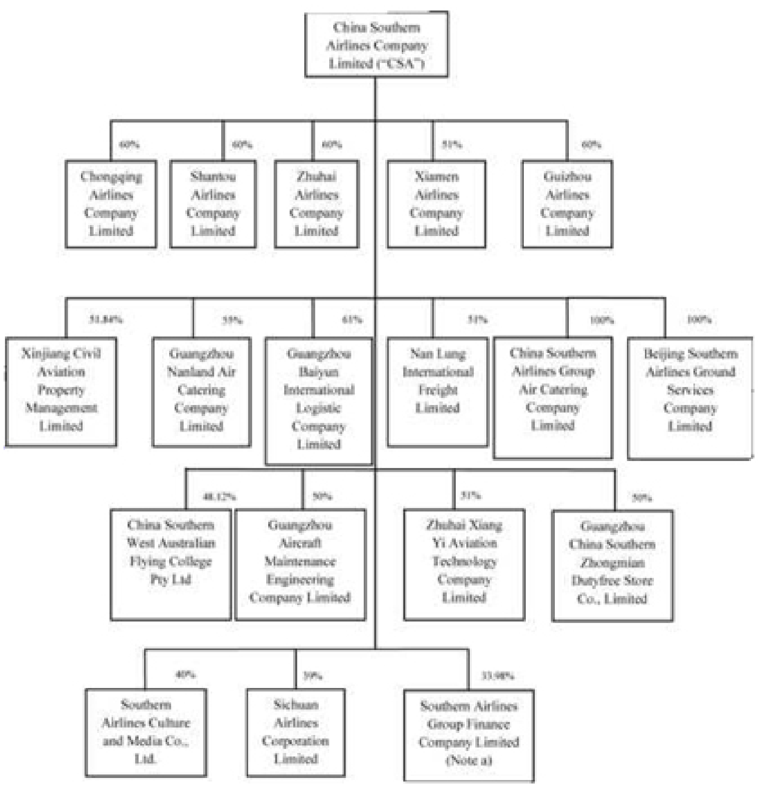
Intellectual Property

The Group's businesses and operations, other than the businesses and operations of Xiamen Airlines and Chongqing Airlines, are conducted under the names "China Southern" and "China Southern Airlines" in both English and Chinese. The Group uses as its logo a stylized rendition of a kapok plant. Xiamen Airlines conducts its businesses and operations under the name of "Xiamen Airlines" in English and Chinese and uses its own logo depicting a stylized rendition of an egret. Chongqing Airlines conducts its business and operations under the name of "Chongqing Airlines" in English and Chinese and uses its own logo depicting a cross of two rivers.

We own various trademarks and trade names related to our business. The names "China Southern" and "China Southern Airlines" contain Chinese words of common usage and are therefore not eligible for registration as trade names under current Chinese law. The kapok logo is a trademark registered in China and recorded with the International Air Transport Association ("IATA"), the rights to which are owned by CSAHC. The Company and CSAHC have entered into a trademark license agreement (the "Trademark License Agreement"), pursuant to which CSAHC has licensed to the Group the right to use the names "China Southern" and "China Southern Airlines" in both English and Chinese and granted the Company a 10-year renewable license from 1997 to use the kapok logo on a world-wide basis. CSAHC has retained the right to use the kapok logo in connection with its non-airline related businesses conducted as of the date of the Trademark License Agreement and to permit its affiliates that do not compete, directly or indirectly, with the Group to use the kapok logo. Unless CSAHC gives a written notice of termination three months before the expiration of the agreement, the agreement will be automatically renewed for another ten-year term. In May of 2007, the Trademark License Agreement has been automatically renewed by the two parties for another ten-year term ending 2017. Xiamen Airlines owns all rights to its egret logo, which is a trademark registered in China, and recorded with the IATA. Chongqing Airlines also owns all rights to its logo, which is a trademark registered in China, and recorded with the IATA.

C. Organizational Structure.

The following chart illustrates the corporate structure of the Group as of December 31, 2012 and the aggregate effective equity interest of the Company in each of its principal subsidiaries, associates and jointly controlled entities.



Note a: Including 12.89% ownership interest held by CSA's subsidiaries.

The particulars of the Group's principal subsidiaries as of December 31, 2012 are as follows:

Name of Company	Place and Date of Establishment/Operation	Proportion of Ownership Interest Held by the Company
Shantou Airlines Company Limited	PRC July 20, 1993	60%
Zhuhai Airlines Company Limited	PRC May 8, 1995	60%
Xiamen Airlines Company Limited	PRC August 11, 1984	51%
Guizhou Airlines Company Limited	PRC November 12, 1991	60%
Chongqing Airlines Company Limited	PRC May 30, 2007	60%
Guangzhou Nanland Air Catering Company Limited	PRC November 21, 1989	55%
Guangzhou Baiyun International Logistic Company Limited	PRC July 23, 2002	61%
Xinjiang Civil Aviation Property Management Limited	PRC December 12, 2002	51.84%
China Southern Airlines Group Air Catering Company Limited	PRC December 25, 2003	100%
Nan Lung International Freight Limited	Hong Kong October 1, 1996	51%
Beijing Southern Airlines Ground Services Company Limited	PRC April 1, 2004	100%

The particulars of the Group's principal associates and jointly controlled entities as of December 31, 2012 are as follows:

		Proportion of Ownership Interest Held by		
Name of Company	Place and Date of Establishment/Operation	Group Effective Interest	The Company	Subsidiaries
Guangzhou Aircraft Maintenance Engineering Company Limited	PRC October 28, 1989	50%	50%	—
Southern Airlines Group Finance Company Limited	PRC June 28, 1995	33.98%	21.09%	12. 89%
Sichuan Airlines Corporation Limited	PRC August 28, 2002	39%	39%	—
Zhuhai Xiang Yi Aviation Technology Company Limited	PRC July 10, 2002	51%	51%	—
Southern Airlines Culture and Media Co., Ltd.	PRC May 13, 2004	40%	40%	—
China Southern West Australian Flying College Pty Ltd.	Australia October 1,1993	48.12%	48.12%	—
Guangzhou China Southern Zhongmian Dutyfree Store Co., Limited	PRC September 29, 2006	50%	50%	—

We will also establish a joint venture subsidiary, China Southern Airlines Henan Company Limited, with Henan Civil Aviation Development and Investment Co., Ltd., but the establishment is still subject to government approvals.

D. Property, Plant and Equipment.

For a discussion of the Group's aircraft, see Item 4 "Information on the Company — History and development of the Company — Aircraft Acquisitions."

The Company's headquarters in Guangzhou occupy an area of approximately 1,272,201 square meters of land and a total gross floor area of approximately 713,506 square meters. The Company leases from CSAHC the land in Guangzhou on which the Company's headquarters and other facilities are located. The Company also leases from CSAHC certain buildings mainly at the Haikou, Wuhan, Nanyang, Shenyang, Dalian, Jilin, Harbin, Xinjiang and other PRC cities.

The Company's principal properties are located at its headquarters site and at its route bases. The following table sets forth certain information with respect to the Company's properties at its headquarters in Guangzhou and certain route bases as of the date hereof.

	Land (in square meters)		Building (in square meters)	
	Owned	Leased	Owned	Leased
Guangzhou	1,172,531	99,670	693,860	19,646
Shenzhen	246,397	—	101,311	—
Zhuhai	170,062	—	18,791	—
Changsha	173,351	6,629	70,338	12,536
Zhengzhou	425,336	—	56,915	2,325
Haikou	5,265	1,711	83,923	6,583
Wuhan	16,712	47,882	29,893	46,167
Nanyang	—	—	18,156	60,035
Sanya	106,680	—	16,968	1,082
Shenyang	142,199	103,715	101,224	6,674
Dalian	—	14,403	36,188	32,862
Jilin	134,488	65,076	42,312	7,767
Harbin	2,499	278,973	36,925	26,322
Xinjiang	2,143	631,094	138,081	3,396
Guangxi	86,201	—	73,143	2,892
Beijing	85,453	—	46,414	19,790
Shanghai	227,775	—	34,295	10,427
Chengdu	—	—	1,340	—
Sydney	—	—	1,151	—

The following table sets forth certain information with respect to the properties of the Airline Subsidiaries as of the date hereof.

	Land (in square meters)		Building (in square meters)	
	Owned	**Leased**	**Owned**	**Leased**
Xiamen Airlines	1,055,746	—	552,787	51,290
Shantou Airlines	263,598	53,000	76,838	2,407
Zhuhai Airlines	99,306	—	57,730	1,800
Guizhou Airlines	259,879	—	106,245	1,364
Chongqing Airlines	82,449	—	9,161	3,660

As systems for registration and transfer of land use rights and related real property interests in China have been implemented relatively recently, such systems do not yet comprehensively account for all land and related property interests. The land in Guangzhou on which the Company's headquarters and other facilities are located and the buildings that the Company uses at its route base in Wuhan and Haikou are leased by the Company from CSAHC. However, CSAHC lacks adequate documentation evidencing CSAHC's rights to such land and buildings, and, as a consequence, the lease agreements between CSAHC and the Company for such land may not be registered with the relevant authorities. Lack of registration may affect the validity of such lease agreements. There are certain other parcels of land and buildings owned or used by the Group that lack adequate documentation. Lack of adequate documentation for land use rights and ownership of buildings may impair the ability of the Group to dispose of or mortgage such land use rights and buildings. As of April 19, 2013, the Group was in the process of applying for the land use right certificates and property title certificates in respect of the properties located in Guangzhou (including Guangzhou Baiyun International Airport), Xiamen, Heilongjiang, Jilin, Dalian, Nanning, Hunan, Beijing, Shanghai, Sanya, Zhuhai, Shenzhen,Shenyang, Xinjiang, Henan, Chengdu and Shantou in which the Group has interests and for which such certificates have not been granted. The directors of the Company are of the opinion that the use of and the conduct of operating activities at the properties referred to above are not affected by the fact that the Group has not yet obtained the relevant land use right certificates and property title certificates.

ITEM 4A. UNRESOLVED STAFF COMMENTS.

Not applicable.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS.

The following discussion and analysis should be read in conjunction with the Financial Statements of the Group contained elsewhere in this Annual Report. The Group maintains its books and accounts in accordance with the Accounting Standards for Business Enterprises-Basic Standard and 38 Specific Standards, application guidance, bulletins and other relevant accounting regulations (collectively "PRC GAAP") and prepares its financial statements in accordance with both PRC GAAP and IFRSs. The Financial Statements contained elsewhere in this Annual Report have been prepared in accordance with IFRSs.

The discussion and analysis of the Group's financial position and results of operations are based on the consolidated financial statements, which have been prepared in accordance with IFRSs.

Critical Accounting Policies

The preparation of the consolidated financial statements requires the Group to make estimates and judgments that affect the reported amount of assets and liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Actual results may differ from these estimates under different assumptions or conditions.

Critical accounting policies are defined as those that are reflective of significant judgments and uncertainties, and potentially result in materially different results under different assumptions and conditions. Our principal accounting policies are set forth in Note 2 to the consolidated financial statements. The Group believes that the following critical accounting policies involve the most significant judgments and estimates used in the preparation of our financial statements.

Impairment for Long-lived Assets

If circumstances indicate that the carrying amount of a long-lived asset may not be recoverable, the asset may be considered "impaired", and an impairment loss may be recognized in accordance with IAS 36, Impairment of Assets. The carrying amounts of long-lived assets are reviewed periodically in order to assess whether the recoverable amounts have declined below the carrying amounts. These assets are tested for impairment whenever events or changes in circumstances indicate that their recorded carrying amounts may not be recoverable. When such a decline has occurred, the carrying amount is reduced to the recoverable amount. The recoverable amount is the greater of the fair value less costs to sell and value in use. In determining the value in use, expected cash flows generated by the asset are discounted to their present value, which requires significant judgment relating to the level of traffic revenue and the amount of operating costs. The Group uses all readily available information in determining an amount that is a reasonable approximation of recoverable amount, including estimates based on reasonable and supportable assumptions for projections of traffic revenue and amount of operating costs.

Depreciation

Property, plant and equipment are depreciated on a straight-line basis over the estimated useful lives, after taking into account the estimated residual value. The Group reviews the estimated useful lives of assets annually in order to determine the amount of depreciation expense to be recorded during any financial year. The useful lives are based on the Group's historical experience with similar assets and take into account anticipated technological changes. The depreciation expense for future periods is adjusted if there are significant changes from previous estimates.

Provision for Major Overhauls

Provision for the cost of major overhauls for airframes and engines under operating leases is accrued and charged to the consolidated income statement over the estimated overhaul period. This requires estimation of the expected overhaul cycle and overhaul cost, which are based on the historical experience of actual cost incurred for overhauls of airframes and engines of the same or similar types. Different estimates could significantly affect the estimated provision and the results of operations.

Frequent Flyer Revenue

The amount of revenue attributable to the mileages earned by the members of the Group's frequent flyer award programs is estimated based on the fair value of the mileages awarded and the expected redemption rate. The fair value of the mileages awarded is estimated by reference to external sales. The expected redemption rate was estimated based on historical experience, future redemption pattern and program design.

Recently Pronounced International Financial Reporting Standards

Information relating to the recently pronounced IFRSs is presented in Note 54 to the consolidated financial statements.

Overview

In 2012, affected by several factors such as slower economic growth rate of the developed economies including the European and the U.S. and the slowdown in economic growth of emerging economies, global economy recovered at a slow pace. Facing weak external demand, slower economic growth rate and other challenges, China promptly strengthened and improved its macroeconomic control and promoted the adjustment of economic structure, which maintained a moderate and steady economic growth in spite of the adverse internal and external environment. In 2012, international aviation markets continued to be sluggish under influence of the global economic situation. Benefitted from the steady growth of the China's economy and the growing household consumption demand, the domestic civil aviation demand maintained a growth. However, due to several factors such as rapid growth in capacity of the industry, intensified market competition, high jet fuel price and a significant decrease in exchange gain, the operation of airlines was adversely affected. Facing the serious economic environment, we actively responded to the challenge of the decrease in the growth of the traffic volume in global aviation market by seizing the strategic opportunity of rapid development in China's civil aviation. Through strengthening safety management, accelerating strategic transformation, actively adjusting and optimizing market structure and significantly raising our service standards, we maintained the best safety record among airlines in China, thereby effectively enhancing our comprehensive competitiveness and achieved good operating results.

In 2012, we further strengthened the idea of "unceasing safety" by continuously increasing safety management and committing to enhancing safe aviation quality and safety management level, thus achieved a good safety performance. In 2012, we completed a total of 1,680,700 safe flight hours, representing an increase of 173,400 hours as compared with the previous year and accumulating safe flight hours to over 10,000,000, and maintained 158 consecutive months of aviation safety and 222 consecutive months of aviation security. We maintained the best safety record among airlines in China and was granted the "Safe Flight Diamond Award" by the Civil Aviation Administration of China.

In 2012, facing the difficult business environment, we actively adjusted and optimized the structure by untiringly consolidating the domestic market and developing international market and took efforts to increase income and strictly control cost, thereby effectively offset risks accompanying the economic downturn and the stagnation in the industry , and maintained our status in the industry. Furthermore, 7 aircraft were retired or returned upon expiration of lease terms and 54 new aircraft were added, which further optimized the fleet structure.

In 2012, we, aiming to become an energy saving company and bearing in mind our social responsibility, actively practiced the idea of "green flight" and advocated lowcarbon travel to our customers. In 2012, our energy efficiency was the same as 2011, which maintained a high standard and brought us inro rankings such as "China Top Green Companies 2012" and "Top 100 Enterprises of Social Responsibility". In 2012, we donated RMB10.12 million to Foundation for Poverty Alleviation in Guangdong Province and different types of schools, thereby effectively performed our social responsibility.

Nevertheless, the development of the airlines industry meets with a number of challenges, such as more factors making the recovery of global economy unstable and uncertain, faster growth in the total traffic capacity of the industry, impact of substitutive services such as Express Rail, as well as sharp fluctuation in oil price.

Because the Group finances its aircraft acquisitions mainly through capital leases or bank loans in U.S. dollars, and there are a substantial amount of transactions and obligations denominated in U.S. dollars in relation to its global purchases of jet fuel, lease and purchase of aviation equipment as well as major repairs, in addition to the landing fees of its international flights in the airports of other countries, the Group benefited from the RMB appreciation. RMB appreciation has brought exchange gain to the Group and reduced its operating costs which are denominated in foreign currencies. However, RMB appreciation also presents the Group with a challenge in price competition in international route operations.

The Group's operating revenue is substantially dependent on the passenger and cargo traffic volume carried, which is subject to seasonal and other changes in traffic patterns, the availability of appropriate time slots for the Group's flights and alternative routes, the degree of competition from other airlines and alternate means of transportation, as well as other factors that may influence passenger travel demand and cargo and mail volume. In particular, the Group's airline revenue is generally higher in the second and third quarters than in the first and fourth quarters.

Like most airlines, the Group is subject to a high degree of financial and operating leverage. A significant percentage of the Group's operating expenses are fixed costs that do not vary proportionally based on the Group's yields or the load factors. These fixed costs include depreciation expense, jet fuel costs, landing and navigation fees, financing costs, operating lease payments, aircraft maintenance costs and labor for flight crew, cabin crew and ground personnel. Thus, a minor change in the Group's yields or load factors would have a material effect on the Group's results of operations. In addition, certain of these expenses, primarily financing costs and operating lease payments, labor costs and depreciation do not vary based on the number of flights flown. Thus, the Group's operating results can also be substantially affected by minor changes in aircraft utilization rates. The Group is and will continue to be highly leveraged with substantial obligations denominated in foreign currencies and, accordingly, the results of its operations are significantly affected by fluctuations in foreign exchange rates, particularly for the U.S. dollar. Net exchange gain decreased by RMB2,488 million, from RMB2,755 million in 2011 to RMB267 million in 2012, mainly attributable to the exchange rate of Renminbi to U.S. dollar appreciated significantly in 2011 while remained stable in 2012.

A number of other external variables, including political and economic conditions in China, tend to have a major impact on the Group's performance. The Group's financial performance is also significantly affected by factors arising from operating in a regulated industry. As substantially all aspects of the Group's airline operations are regulated by the PRC government, the Group's operating revenues and expenses are directly affected by the PRC government's policies with respect to domestic air fares, jet fuel prices and landing and navigation fees, among others. The nature and extent of airline competition and the ability of Chinese airlines to expand are also affected by CAAC's control over route allocations. Any changes in the PRC government's regulatory policies or any implementation of such policies could have a significant impact on the Group's future operations and its ability to implement its operating strategy.

Certain Financial Information and Operating Data by Geographic Region

The following table sets forth certain financial information and operating data by geographic region for the years ended December 31, 2012, 2011 and 2010:

	Year ended December 31,			2012 vs. 2011 % increase (decrease)	2011 vs. 2010 % increase (decrease)
Traffic	**2012**	**2011**	**2010**		
RPK (million)					
Domestic	107,278.56	99,673.63	94,014.39	7.6	6.0
Regional	2,536.91	2,082.35	1,787.59	21.8	16.5
International	25,719.26	20,588.31	15,525.54	24.9	32.6
Total	135,534.73	122,344.29	111,327.52	10.8	9.9
RTK (million)					
Domestic	10,924.30	10,195.00	9,715.15	7.2	4.9
Regional	242.43	197.93	170.98	22.5	15.8
International	4,993.39	4,068.09	3,217.48	22.7	26.4
Total	16,160.12	14,461.02	13,103.61	11.7	10.4
Passengers carried (thousand)					
Domestic	77,634.23	72,926.29	69,726.51	6.5	4.6
Regional	1,928.54	1,766.56	1,572.76	9.2	12.3
International	6,922.22	5,984.18	5,156.34	15.7	16.1
Total	86,484.99	80,677.03	76,455.61	7.2	5.5
Cargo and mail carried (thousand tons)					
Domestic	890.38	856.91	873.74	3.9	(1.9)
Regional	15.66	12.77	11.98	22.6	6.6
International	325.82	265.45	231.63	22.7	14.6
Total	1,231.86	1,135.13	1,117.35	8.5	1.6

Capacity	Year ended December 31, 2012	2011	2010	2012 vs. 2011 %increase (decrease)	2011 vs. 2010 %increase (decrease)
ASK (million)					
Domestic	131,821.86	120,462.20	117,383.08	9.4	2.6
Regional	3,464.29	2,752.53	2,352.78	25.9	17.0
International	34,282.98	27,849.37	20,762.51	23.1	34.1
Total	169,569.13	151,064.10	140,498.37	12.2	7.5
ATK (million)					
Domestic	15,069.70	14,145.21	13,890.30	6.5	1.8
Regional	396.74	316.35	268.90	25.4	17.6
International	7,598.25	6,333.84	4,980.66	20.0	27.2
Total	23,064.69	20,795.40	19,139.86	10.9	8.6
Load Factors					
Passenger load factor (RPK/ASK) (%)					
Domestic	81.4	82.7	80.1	(1.6)	3.2
Regional	73.2	75.7	76.0	(3.3)	(0.4)
International	75.0	73.9	74.8	1.5	(1.2)
Overall	79.9	81.0	79.2	(1.4)	2.3
Overall load factor (RTK/ATK) (%)					
Domestic	72.5	72.1	69.9	0.6	3.1
Regional	61.1	62.6	63.6	(2.4)	(1.6)
International	65.7	64.2	64.6	2.3	(0.6)
Overall	70.1	69.5	68.5	0.9	1.5
Yield					
Yield per RPK (RMB)					
Domestic	0.69	0.68	0.62	1.5	9.7
Regional	0.84	0.88	0.85	(4.5)	3.5
International	0.53	0.56	0.58	(5.4)	(3.4)
Overall	0.66	0.67	0.62	(1.5)	8.1
Yield per RTK (RMB)					
Domestic	6.96	6.90	6.20	0.9	11.3
Regional	9.20	9.69	9.29	(5.1)	4.3
International	3.57	3.67	3.84	(2.7)	(4.4)
Overall	5.95	6.03	5.66	(1.3)	6.5
Financial					
Passenger revenue (RMB million)					
Domestic	73,845	68,222	58,155	8.2	17.3
Regional	2,133	1,834	1,521	16.3	20.6
International	13,566	11,436	9,028	18.6	26.7
Total	89,544	81,492	68,704	9.9	18.6
Cargo and mail revenue (RMB million)	6,556	5,760	5,436	13.8	6.0

A. Operating Results

The historical results of operations discussed below may not be indicative of the Group’s future operating performance. In addition to the factors discussed under “Overview” above, the Group’s future operations will be affected by, among other things, changes in the aviation market, the cost of jet fuel, aircraft acquisition and leasing costs, aircraft maintenance expenses, take-off and landing charges, wages, salaries and benefits and other operating expenses, foreign exchange rates and the rates of income taxes paid.

2012 Compared With 2011

The profit attributable to equity shareholders of the Company of RMB2,619 million was recorded in 2012 as compared to the profit attributable to equity shareholders of the Company of RMB5,110 million in 2011. The Group's operating revenue increased by RMB9,119 million or 10.1% from RMB90,395 million in 2011 to RMB99,514 million in 2012. Passenger load factor decreased by 1.1 percentage points from 81.0% in 2011 to 79.9% in 2012. Passenger yield (in passenger revenue per RPK) decreased by 1.5% from RMB0.67 in 2011 to RMB0.66 in 2012. Average yield (in traffic revenue per RTK) decreased by 1.3% from RMB6.03 in 2011 to RMB5.95 in 2012. Operating expenses increased by RMB8,814 million or 10.1% from RMB87,063 million in 2011 to RMB95,877 million in 2012. Operating profit of RMB5,099 million was recorded in 2012 as compared to operating profit of RMB4,353 million in 2011, increased by RMB746 million.

Operating Revenue

	2012		2011		
	Operating revenue RMB million	**Percentage %**	**Operating revenue RMB million**	**Percentage %**	**Change in revenue %**
Traffic revenue	96,100	96.6	87,252	96.5	10.1
Including: Passenger revenue	89,544		81,492		9.9
– Domestic	73,845		68,222		8.2
– Hong Kong, Macau and Taiwan	2,133		1,834		16.3
– International	13,566		11,436		18.6
Cargo and mail revenue	6,556		5,760		13.8
Other operating revenue	3,414	3.4	3,143	3.5	8.6
Mainly including: Commission income	757		643		17.7
Hotel and travel services income	647		614		5.4
Ground services income	350		368		(4.9)
Expired sales in advance of carriage	495		309		60.2
General aviation income	445		322		38.2
Aircraft wet lease income	2		319		(99.4)
Total operating revenue	99,514	100.0	90,395	100.0	10.1
Less: fuel surcharge income	(13,378)		(11,699)		
Total operating revenue excluding fuel surcharge	86,136		78,696		

Traffic revenue composition

	2012		2011		
	Traffic revenue RMB million	**Percentage %**	**Traffic revenue RMB million**	**Percentage %**	**Change in traffic revenue %**
Passenger Revenue	89,544	93.2	81,492	93.4	9.9
Cargo and Mail Revenue	6,556	6.8	5,760	6.6	13.8
Traffic revenue	96,100	100.0	87,252	100.0	10.1

Passenger revenue composition

	2012		2011		
	Passenger revenue RMB million	**Percentage %**	**Passenger revenue RMB million**	**Percentage %**	**Change in passenger revenue %**
Domestic	73,845	82.5	68,222	83.7	8.2
Hong Kong, Macao and Taiwan	2,133	2.4	1,834	2.3	16.3
International	13,566	15.1	11,436	14.0	18.6
Passenger revenue	89,544	100.0	81,492	100.0	9.9

Substantially all of the Group's operating revenue is attributable to airline and airline-related operations. Traffic revenue accounted for 96.6% and 96.5% of total operating revenue in 2012 and 2011 respectively. Passenger revenue and cargo and mail revenue accounted for 93.2% and 6.8% respectively of the total traffic revenue in 2012. The other operating revenue is mainly derived from commission income, hotel and travel services income, fees charged for ground services rendered to other Chinese airlines, income from expired sales in advance of carriage and general aviation income.

The increase in operating revenue was primarily due to a 9.9% increase in passenger revenue from RMB81,492 million in 2011 to RMB89,544 million in 2012. The total number of passengers carried increased by 7.2% to 86.48 million passengers in 2012. RPKs increased by 10.8% from 122,344 million in 2011 to 135,535 million in 2012, primarily as a result of the increase in number of passengers carried. Passenger yield per RPK decreased from RMB0.67 in 2011 to RMB0.66 in 2012.

Domestic passenger revenue, which accounted for 82.5% of the total passenger revenue in 2012, increased by 8.2% from RMB68,222 million in 2011 to RMB73,845 million in 2012. Domestic passenger traffic in RPKs increased by 7.6%, while passenger capacity in ASKs increased by 9.4%, resulting in a decrease in passenger load factor by 1.3 percentage points from 82.7% in 2011 to 81.4% in 2012. Domestic passenger yield per RPK increased from RMB0.68 in 2011 to RMB0.69 in 2012.

Hong Kong, Macau and Taiwan passenger revenue, which accounted for 2.4% of total passenger revenue, increased by 16.3% from RMB1,834 million in 2011 to RMB2,133 million in 2012. For Hong Kong, Macau and Taiwan flights, passenger traffic in RPKs increased by 21.8%, while passenger capacity in ASKs increased by 25.9%, resulting in a decrease in passenger load factor by 2.5 percentage points from 75.7% in 2011 to 73.2% in 2012. Passenger yield per RPK decreased from RMB0.88 in 2011 to RMB0.84 in 2012.

International passenger revenue, which accounted for 15.1% of total passenger revenue, increased by 18.6% from RMB11,436 million in 2011 to RMB13,566 million in 2012. For international flights, passenger traffic in RPKs increased by 24.9%, while passenger capacity in ASKs increased by 23.1%, resulting in a 1.1 percentage points increase in passenger load factor from 73.9% in 2011 to 75.0% in 2012. Passenger yield per RPK decreased from RMB0.56 in 2011 to RMB0.53 in 2012.

Cargo and mail revenue, which accounted for 6.8% of the Group's total traffic revenue and 6.6% of total operating revenue, increased by 13.8% from RMB5,760 million in 2011 to RMB6,556 million in 2012. The increase was attributable to the increase in cargo traffic volume.

Other operating revenue increased by 8.6% from RMB3,143 million in 2011 to RMB3,414 million in 2012. The increase was primarily due to the general growth in income from various auxiliary operations.

Operating Expenses

Total operating expenses in 2012 amounted to RMB95,877 million, representing an increase of RMB8,814 million or 10.1% over 2011, primarily due to the total effect of increases in jet fuel costs, landing and navigation fees, maintenance expenses and other operating costs. Total operating expenses as a percentage of total operating revenue remained at 96.3% in 2011 and 2012.

		2012		2011		
		Operating expense RMB million	**Percentage %**	**Operating expense RMB million**	**Percentage %**	**Change in operating expenses %**
Flight operations		54,690	57.0	48,344	55.5	13.1
Mainly including:	Jet fuel costs	37,401		32,675		14.5
	Operating lease charges	4,897		4,654		5.2
	Flight personnel payroll and welfare	5,051		4,412		14.5
Maintenance		7,971	8.3	7,531	8.7	5.8
Aircraft and traffic servicing		14,072	14.7	12,337	14.2	14.1
Promotion and sales		7,134	7.5	6,568	7.5	8.6
General and administrative		2,425	2.5	2,807	3.2	(13.6)
Impairment on property, plant and equipment		-	-	584	0.7	(100.0)
Depreciation and amortization		8,264	8.6	7,689	8.8	7.5
Others		1,321	1.4	1,203	1.4	9.8
Total operating expenses		95,877	100.0	87,063	100.0	10.1

Flight operations expenses, which accounted for 57.0% of total operating expenses, increased by 13.1% from RMB48,344 million in 2011 to RMB54,690 million in 2012, primarily as a result of increase in jet fuel costs derived from increased consumption of jet fuel and fuel prices. Jet fuel costs, which accounted for 68.4% of flight operations expenses in 2012, increased by 14.5% from RMB32,675 million in 2011 to RMB37,401 million in 2012.

Maintenance expenses, which accounted for 8.3% of total operating expenses, increased by 5.8% from RMB7,531 million in 2011 to RMB7,971 million in 2012. The increase was mainly due to the increase in number of engines repaired and routine maintenance during the year.

Aircraft and traffic servicing expenses, which accounted for 14.7% of total operating expenses, increased by 14.1% from RMB12,337 million in 2011 to RMB14,072 million in 2012. The increase was primarily due to a 6.6% rise in landing and navigation fees from RMB8,426 million in 2011 to RMB8,984 million in 2012, resulted from the increase in number of flights, and increase of rental expenses in 2012.

Promotion and sales expenses, which accounted for 7.5% of total operating expenses, increased by 8.6% from RMB6,568 million in 2011 to RMB7,134 million in 2012.

General and administrative expenses, which accounted for 2.5% of the total operating expenses, decreased by 13.6% from RMB2,807 million in 2011 to RMB2,425 million in 2012.

Depreciation and amortization, which accounted for 8.6% of total operating expenses, increased by 7.5% from RMB7,689 million in 2011 to RMB8,264 million in 2012, mainly due to the additional depreciation charges on aircraft delivered in 2012.

Operating Profit

Operating profit of RMB5,099 and RMB4,353 million was recorded in 2012 and 2011 respectively. The increase in profit was mainly due to the net effect of increase in operating revenue by RMB9,119 million or 10.1% in 2012 and increase in operating expenses by RMB8,814 million or 10.1%.

Other Income or Expenses

Other net income increased by RMB441 million from RMB1,021 million in 2011 to RMB1,462 million in 2012, mainly due to the increase of government grants.

Interest expense increased by RMB309 million from RMB1,067 million in 2011 to RMB1,376 million in 2012 was mainly due to the increase in weighted average bank and other loans balances during the year.

Net exchange gain of RMB267 million and RMB2,755 million was recorded in 2012 and 2011, respectively. The significant decrease was mainly due to the exchange rate of Renminbi to U.S. dollar appreciated significantly in 2011 while remained stable in 2012.

Income Tax

Our effective income tax rates were 20.1% and 12.1% in 2012 and 2011, respectively. The effective income tax rates differs from the PRC statutory income tax rate of 25% primarily due to the effect of non-taxable share of results of associates and jointly controlled entities of RMB110 million and RMB145 million in 2012 and 2011 respectively, and the recognition of unrecognized deferred tax assets of RMB29 million and RMB688 million in 2012 and 2011 respectively.

2011 Compared With 2010

The profit attributable to equity shareholders of the Company of RMB5,110 million was recorded in 2011 as compared to the profit attributable to equity shareholders of the Company of RMB5,792 million in 2010. The Group's operating revenue increased by RMB13,900 million or 18.2% from RMB76,495 million in 2010 to RMB90,395 million in 2011. Passenger load factor increased by 1.8 percentage points from 79.2% in 2010 to 81.0% in 2011. Passenger yield (in passenger revenue per RPK) increased by RMB0.05 or 8.1% from RMB0.62 in 2010 to RMB0.67 in 2011. Average yield (in traffic revenue per RTK) increased by 6.5% from RMB5.66 in 2010 to RMB6.03 in 2011. Operating expenses increased by RMB16,374 million or 23.2% from RMB70,689 million in 2010 to RMB87,063 million in 2011. As a result of the increase in operating expenses, operating profit of RMB4,353 million was recorded in 2011 as compared to operating profit of RMB6,282 million in 2010, down by RMB1,929 million.

Operating Revenue

	2011		2010		
	Operating revenue RMB million	Percentage %	Operating revenue RMB million	Percentage %	Change in revenue %
Traffic revenue	87,252	96.5	74,140	96.9	17.7
Including: Passenger revenue	81,492		68,704		18.6
– Domestic	68,222		58,155		17.3
– Hong Kong, Macau and Taiwan	1,834		1,521		20.6
– International	11,436		9,028		26.7
Cargo and mail revenue	5,760		5,436		6.0
Other operating revenue	3,143	3.5	2,355	3.1	33.5
Mainly including: Commission income	643		469		37.1
Hotel and travel services income	614		477		28.7
Ground service income	368		390		(5.6)
Expired sales in advance of carriage	309		249		24.1
General aviation income	322		283		13.8
Aircraft wet lease income	319		50		>100.0
Total operating revenue	90,395	100.0	76,495	100.0	18.2
Less: fuel surcharge income	(11,699)		(5,583)		
Total operating revenue excluding fuel surcharge	78,696		70,912		

Traffic Revenue Composition

	2011		2010		
	Traffic revenue RMB million	Percentage %	Traffic revenue RMB million	Percentage %	Change in traffic revenue %
Passenger Revenue	81,492	93.4	68,704	92.7	18.6
Cargo and Mail Revenue	5,760	6.6	5,436	7.3	6.0
Traffic revenue	87,252	100.0	74,140	100.0	17.7

Passenger Revenue Composition

	2011		2010		
	Passenger revenue RMB million	Percentage %	Passenger revenue RMB million	Percentage %	Change in passenger revenue %
Domestic	68,222	83.7	58,155	84.7	17.3
Hong Kong, Macao and Taiwan	1,834	2.3	1,521	2.2	20.6
International	11,436	14.0	9,028	13.1	26.7
Passenger revenue	81,492	100.0	68,704	100.0	18.6

Substantially all of the Group's operating revenue is attributable to airline and airline-related operations. Traffic revenue accounted for 96.5% and 96.9% of total operating revenue in 2011 and 2010 respectively. Passenger revenue and cargo and mail revenue accounted for 93.4% and 6.6% respectively of the total traffic revenue in 2011. The other operating revenue is mainly derived from commission income, hotel and travel services income, fees charged for ground services rendered to other Chinese airlines, income from expired sales in advance of carriage and aircraft wet lease income.

The increase in operating revenue was primarily due to an 18.6% increase in passenger revenue from RMB68,704 million in 2010 to RMB81,492 million in 2011. The total number of passengers carried increased by 5.5% to 80.68 million passengers in 2011. RPKs increased by 9.9% from 111,328 million in 2010 to 122,344 million in 2011, primarily as a result of the increase in number of passengers carried. Passenger yield per RPK increased from RMB0.62 in 2010 to RMB0.67 in 2011.

Domestic passenger revenue, which accounted for 83.7% of the total passenger revenue in 2011, increased by 17.3% from RMB58,155 million in 2010 to RMB68,222 million in 2011. Domestic passenger traffic in RPKs increased by 6.0%, while passenger capacity in ASKs increased by 2.6%, resulting in an increase in passenger load factor by 2.6 percentage points from 80.1% in 2010 to 82.7% in 2011. Domestic passenger yield per RPK increased from RMB0.62 in 2010 to RMB0.68 in 2011, mainly resulted from the increase of domestic passenger revenue and fuel surcharge income during the year.

Hong Kong, Macau and Taiwan passenger revenue, which accounted for 2.3% of total passenger revenue, increased by 20.6% from RMB1,521 million in 2010 to RMB1,834 million in 2011. For Hong Kong, Macau and Taiwan flights, passenger traffic in RPKs increased by 16.4%, while passenger capacity in ASKs increased by 17.0%, resulting in a decrease in passenger load factor by 0.3 percentage points from 76.0% in 2010 to 75.7% in 2011. Passenger yield per RPK increased from RMB0.85 in 2010 to RMB0.88 in 2011, mainly resulted from the increase of Hong Kong, Macau and Taiwan passenger revenue.

International passenger revenue, which accounted for 14.0% of total passenger revenue, increased by 26.7% from RMB9,028 million in 2010 to RMB11,436 million in 2011. For international flights, passenger traffic in RPKs increased by 32.6%, while passenger capacity in ASKs increased by 34.1%, resulting in a 0.9 percentage point decrease in passenger load factor from 74.8% in 2010 to 73.9% in 2011. Passenger yield per RPK decreased from RMB0.58 in 2010 to RMB 0.56.

Cargo and mail revenue, which accounted for 6.6% of the Group’s total traffic revenue and 6.4% of total operating revenue, increased by 6.0% from RMB5,436 million in 2010 to RMB5,760 million in 2011. The increase was attributable to the increase in cargo traffic volume and fuel surcharge income.

Other operating revenue increased by 33.5% from RMB2,355 million in 2010 to RMB3,143 million in 2011. The increase was primarily due to the general growth in income from various auxiliary operations.

Operating Expenses

Total operating expenses in 2011 amounted to RMB87,063 million, representing an increase of 23.2% or RMB16,374 million over 2010, primarily due to the total effect of increases in jet fuel costs, landing and navigation fees, maintenance expenses and other operating costs. Total operating expenses as a percentage of total operating revenue increased from 92.4% in 2010 to 96.3% in 2011.

		2011		2010		
		Operating expense RMB million	**Percentage %**	**Operating expense RMB million**	**Percentage %**	**Change in operating expenses %**
Flight operations		48,344	55.5	38,593	54.6	25.3
Mainly including:	Jet fuel costs	32,675		23,492		39.1
	Operating lease charges	4,654		5,298		(12.2)
	Flight personnel payroll and welfare	4,412		3,420		29.0
Maintenance		7,531	8.7	5,586	7.9	34.8
Aircraft and traffic servicing		12,337	14.2	10,968	15.5	12.5
Promotion and sales		6,568	7.5	5,555	7.9	18.2
General and administrative		2,807	3.2	2,266	3.2	23.9
Impairment on property, plant and equipment		584	0.7	212	0.3	>100.0
Depreciation and amortization		7,689	8.8	7,065	10.0	8.8
Others		1,203	1.4	444	0.6	>100.0
Total operating expenses		87,063	100.0	70,689	100.0	23.2

Flight operations expenses, which accounted for 55.5% of total operating expenses, increased by 25.3% from RMB38,593 million in 2010 to RMB48,344 million in 2011, primarily as a result of increase in jet fuel costs because of greater consumption of jet fuel and increase in average fuel prices. Jet fuel costs, which accounted for 67.6% of flight operations expenses, increased by 39.1% from RMB23,492 million in 2010 to RMB32,675 million in 2011.

Maintenance expenses, which accounted for 8.7% of total operating expenses, increased by 34.8% from RMB5,586 million in 2010 to RMB7,531 million in 2011. The increase was mainly due to the increase in number of engines repaired and routine maintenance during the year.

Aircraft and traffic servicing expenses, which accounted for 14.2% of total operating expenses, increased by 12.5% from RMB10,968 million in 2010 to RMB12,337 million in 2011. The increase was primarily due to an 8.1% rise in landing and navigation fees from RMB7,792 million in 2010 to RMB8,426 million in 2011, resulted from the increase in number of flights.

Promotion and sales expenses, which accounted for 7.5% of total operating expenses, increased by 18.2% from RMB5,555 million in 2010 to RMB6,568 million in 2011.

General and administrative expenses, which accounted for 3.2% of the total operating expenses, increased by 23.9% from RMB2,266 million in 2010 to RMB2,807 million in 2011.

Impairment on property, plant and equipment increased by RMB372 million from RMB212 million in 2010 to RMB584 million in 2011.

Depreciation and amortization, which accounted for 8.8% of total operating expenses, increased by 8.8% from RMB7,065 million in 2010 to RMB7,689 million in 2011, mainly due to the additional depreciation charges on aircraft delivered in 2011.

Operating Profit

Operating profit of RMB4,353 million was recorded in 2011 (2010: RMB6,282 million). The decrease in profit was mainly due to the net effect of increase in operating revenue by RMB13,900 million or 18.2% in 2011 and increase in operating expenses by RMB16,374 million or 23.2%.

Other Net Income

Other net income increased by RMB545 million from RMB476 million in 2010 to RMB1,021 million in 2011, mainly due to the increase of government grants and gain on disposal of aircraft.

Interest expense decreased by RMB198 million from RMB1,265 million in 2010 to RMB1,067 million in 2011 was mainly due to the decrease in weighted average bank and other loans balances during the year.

Net exchange gain of RMB2,755 million was recorded in 2011, an increase of RMB1,009 million from RMB1,746 million in 2010, mainly due to Renminbi appreciated significantly against U.S. dollar in 2011.

Income Tax

Our effective tax rates were 12.1% and 20.7% in 2011 and 2010, respectively. The effective income tax rates differs from the PRC statutory income tax rate of 25% primarily due to the effect of non-taxable share of results of associates and jointly controlled entities of RMB145 million and RMB42 million in 2011 and 2010 respectively, and the recognition of unrecognized deferred tax assets of RMB688 million and RMB364 million in 2011 and 2010 respectively.

B. Liquidity and Capital Resources

Generally, the Group meets its working capital and capital expenditure requirements through cash from its operations, the proceeds of certain long-term and short-term bank loans, capital lease financing and rebates available under certain of the Group's aircraft leases.

As of December 31, 2012, the Group had banking facilities with several PRC commercial banks for providing loan finance up to an approximate amount of RMB173,162 million to the Group. As of December 31, 2012, an approximate amount of RMB60,369 million was utilized. As of December 31, 2012 and 2011, the Group's cash and cash equivalents totaled RMB10,082 million and RMB9,863 million, respectively.

Net cash inflows from operating activities in 2012, 2011 and 2010 were RMB11,704 million, RMB12,557 million and RMB11,442 million, respectively. Operating cash inflows of the Group are primarily derived from the provision of air transportation and related service for customers. The vast majority of tickets are purchased prior to the day on which transportation is provided. Operating cash outflows primarily are related to the recurring operating expenses, including flight operation, maintenance, aircraft and traffic servicing, etc.

Net cash used in investing activities in 2012, 2011 and 2010 was RMB12,153 million, RMB21,957 million and RMB11,568 million, respectively. Cash capital expenditures in 2012, 2011 and 2010 were RMB15,733 million, RMB20,038 million and RMB13,469 million, respectively, reflecting predominantly additional investments in aircraft and flight equipment under the Group's fleet expansion plans and Guangzhou new airport, and, to a small extent, additional investments in other facilities and buildings used in operations.

Financing activities resulted in net cash inflows of RMB668 million, RMB8,859 million and RMB6,187 million in 2012, 2011 and 2010, respectively. Net cash inflow/(out flow) from new bank and other loans and repayments of bank and other loans amounted to RMB4,407 million, RMB9,254 million and RMB (2,876) million in 2012, 2011 and 2010, respectively. The additions of bank loan were used for capital expenditures and general working capital. Repayment of capital leases in 2012, 2011 and 2010 was RMB1,978 million, RMB1,702 million and RMB1,505 million, respectively, resulting from the aircraft acquisitions under capital leases.

As of December 31, 2012, the Group's aggregate long-term bank and other loans and obligations under capital leases (including loans and capital leases obligations due within one year) totaled RMB63,241 million. In 2013, 2014, 2015, 2016 and thereafter, amounts payable under such loans and obligations will be RMB13,674 million, RMB9,639 million, RMB10,759 million, RMB6,087 million and RMB23,082 million respectively. Such borrowings were denominated in United States dollars, Singapore dollars and Japanese Yen with a significant portion being floating interest rate borrowings. In the normal course of business, the Group is exposed to fluctuations in foreign currencies. The Group's exposure to foreign currencies primarily results from its foreign currency liabilities. Depreciation or appreciation of the Renminbi against foreign currencies affects the Group's results significantly because the Group's foreign currency liabilities generally exceed its foreign currency assets. The Group is not able to hedge its foreign currency exposure effectively other than by retaining its foreign currency denominated earnings and receipts to the extent permitted by the SAFE, or subject to certain restrictive conditions, entering into forward foreign exchange contracts with authorized banks.

As of December 31, 2012, the Group's short-term bank loans were RMB10,719 million. The Group's weighted average interest rate on short-term bank loans was 2.47% per annum as of December 31, 2012. The primary use of the proceeds of the Group's short-term bank loans is to finance working capital and capital expenditure needs. The Group has generally been able to arrange short-term bank loans with domestic banks in China as necessary and believes it can continue to obtain them based on its well-established relationships with various lenders.

As of December 31, 2012, the Group had obligations under operating leases totaling RMB22,161 million, predominately for aircraft. Of such amount, RMB4,110 million, RMB3,678 million, RMB3,305 million, RMB2,998 million, RMB2,551 million and RMB5,519 million respectively, is due in 2013, 2014, 2015, 2016, 2017 and thereafter.

As of December 31, 2012, the Group had a working capital deficit of RMB31,944 million, as compared to a working capital deficit of RMB24,928 million as of December 31, 2011. Historically, the Group operated in a negative working capital position, relying on cash inflow from operating activities and renewal of short-term bank loans to meet its short-term liquidity and working capital needs. In 2013 and thereafter, the liquidity of the Group is primarily dependent on its ability to maintain adequate cash inflows from operations to meet its debt obligations as they fall due, and its ability to obtain adequate external financing to meet its committed future capital expenditure. As of December 31, 2012, the Group had banking facilities with several PRC commercial banks for providing loan finance up to approximately RMB173,162 million (2011: RMB127,448 million), of which approximately RMB60,369 million (2011: RMB36,414 million) was utilized.

The directors of the Company have carried out a detailed review of the cash flow forecast of the Group for the twelve months ending December 31, 2013. Based on such forecast, the directors have determined that adequate liquidity exists to finance the working capital, capital expenditure requirements and dividend payments of the Group during that period. In preparing the cash flow forecast, the directors have considered historical cash requirements of the Group as well as other key factors, including the availability of the above-mentioned bank financing which may impact the operations of the Group during the next twelve-month period. The directors of the Company are of the opinion that the assumptions and sensitivities which are included in the cash flow forecast are reasonable. However, as with all assumptions in regard to future events, these are subject to inherent limitations and uncertainties and some or all of these assumptions may not be realized.

As the Group is subject to a high degree of operating leverage, a minor decrease in the Group's yield and/or load factor could result in a significant decrease in its operating revenue and hence its operating cash flows. This could arise in such circumstances as where competition between Chinese airlines increases or where PRC aviation demand decreases. Similarly, a minor increase in the jet fuel prices, particularly in the domestic market, could result in a significant increase in the Group's operating expenses and hence a significant decrease in its operating cash flows. This could be caused by fluctuations in supply and demand in international oil market. Currently, the Group's existing loans and lease facilities do not contain any financial covenants. Nevertheless, as the Group is subject to a high degree of financial leverage, an adverse change in the Group's operating cash flows could adversely affect its financial health and hence weaken its ability to obtain additional loans and lease facilities and to renew its short-term bank loans facilities as they fall due.

As of December 31, 2012, the Group had capital commitments as follows:

	2013	2014	2015	2016	2017 and afterwards	Total
			(RMB million)			
Acquisition of aircraft and related equipment	23,671	19,951	14,990	6,589	6,108	71,309
Others	1,784	1,291	483	262	-	3,820
Total capital commitments	25,455	21,242	15,473	6,851	6,108	75,129

Others mainly represent airport and office facilities and equipment, overhaul and maintenance bases and training facilities.

As of December 31, 2012, the cash and cash equivalents of the Group totaled RMB10,082 million. Of such balance, 10% was denominated in U.S. Dollars, Hong Kong Dollars, Australian Dollars, Japanese Yen and other foreign currencies.

In view of the unutilized bank facilities of RMB112,793 million, the Group expects that it will have sufficient funding sources to meet its cash requirements in the foreseeable future.

C. Research and Development, Patents and Licenses, etc.

None.

D. Trend Information

Other than as disclosed in the foregoing disclosures and elsewhere in this Annual Report, we are not aware of any trends, uncertainties, demands, commitments or events for the period from January 1, 2013 to December 31, 2013 that are reasonably likely to have a material adverse effect on our net revenues, income, profitability, liquidity or capital resources, or that would cause our disclosed financial information to be not necessarily indicative of future operating results or financial conditions.

E. Off-Balance Sheet Arrangements

We have not entered into any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition that is material to investors. In particular, we (i) have not entered into any financial guarantees or other commitments to guarantee the payment obligations of any unconsolidated entity; (ii) have not entered into any derivative contracts that are both indexed to our own stock and classified in stockholders' equity, or not reflected in our statement of financial position; and (iii) do not have any retained or contingent interest in assets transferred to an unconsolidated entity that serves as credit, liquidity or market risk support to such entity.

F. Tabular Disclosure of Contractual Obligations

The following table sets forth the Group's obligations and commitments to make future payments under contracts and under commitments as of December 31, 2012.

	As of December 31, 2012 Payment due by period					As of December 31, 2011
	Total	Less than 1 year	1-3 years	3-5 years	After 5 years	Total
Short-term bank loans (note 1)	10,833	10,833	-	-	-	7,060
Long-term bank and other loans (note 1)	44,103	12,032	16,282	7,403	8,386	45,303
Bills payable	-	-	-	-	-	50
Obligations under capital leases	24,596	3,021	6,023	6,025	9,527	17,952
Operating lease commitments	22,161	4,110	6,983	5,549	5,519	25,139
Aircraft purchase commitments (Note 2)	71,309	23,671	34,941	12,697	-	61,250
Other capital commitments	3,820	1,784	1,774	262	-	3,790
Investment commitments	239	239	-	-	-	239
Total	177,061	55,690	66,003	31,936	23,432	160,783

Note 1 Interest on variable rate loans was estimated based on the current rate in effect at December 31, 2012.

Note 2 Amounts shown are net of previously paid purchase deposits.

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES.

A. Directors, Senior Management and Employees.

The following table sets forth certain information concerning directors, senior management and supervisors of the Company in 2012. There were certain changes in the Company's directors, senior management and supervisors in 2012, details of which are set forth below.

Name	Position	Gender	Age
Si Xian Min	Chairman of the Board, Non-executive Director	Male	55
Tan Wan Geng (1)	Executive Director, Vice Chairman of the Board and President	Male	48
Wang Quan Hua	Non-executive Director	Male	58
Yuan Xin An	Non-executive Director	Male	56
Yang Li Hua (2)	Non-executive Director	Female	57
Zhang Zi Fang	Executive Director and Executive Vice President	Male	54
Xu Jie Bo (3)	Executive Director, Senior Executive Vice President and Chief Financial Officer	Male	47
Li Shao Bin (4)	Executive Director	Male	47
Chen Zhen You	Executive Director (Retired on December 6, 2012)	Male	61
Gong Hua Zhang	Independent Non-executive Director	Male	67
Wei Jin Cai	Independent Non-executive Director	Male	63
Ning Xiang Dong	Independent Non-executive Director	Male	47
Liu Chang Le	Independent Non-executive Director	Male	61
Pan Fu	Chairman of the Supervisory Committee	Male	50
Li Jia Shi	Supervisor	Male	51
Zhang Wei	Supervisor	Female	46
Yang Yi Hua	Supervisor	Female	52
Liang Zhong Gao	Supervisor	Male	56
Ren Ji Dong	Executive Vice President	Male	48
Liu Qian	Executive Vice President	Male	48
Dong Su Guang	Executive Vice President	Male	59
Chen Gang	Executive Vice President	Male	47
Zhou Yue Hai (5)	Executive Vice President	Male	52
Wang Zhi Xue (6)	Executive Vice President, Chief Pilot	Male	51
Zhang Zheng Rong (7)	Former Chief Pilot and Former COO Flight Safety	Male	51
Hu Chen Jie	Chief Information Officer	Male	44
Su Liang	Chief Economist	Male	50
Chen Wei Hua	Chief Legal Adviser	Male	46
Yuan Xi Fan (8)	Chief Engineer	Male	50
Tian Xiao Dong (9)	COO Flight Operations	Male	43
Guo Zhi Qiang (10)	COO Marketing & Sales	Male	49
Xie Bing	Company Secretary	Male	40

(1) On January 24, 2013, Mr. Tan Wan Geng was elected as the Vice Chairman of the Board at the ninth meeting of the six session of the Board of Directors of the Company.

(2) On January 24, 2013, Ms. Yang Li Hua was appointed as a Non-executive Director of the Company at the first extra general meeting for 2013 of the Company.

(3) On September 27, 2012, Mr. Xu Jie Bo was appointed as the Senior Executive Vice President, Chief Financial Officer and Chief Accountant of the Company.

(4) On January 24, 2013, Mr. Li Shao Bin was appointed as an Executive Director of the Company at the first extra general meeting for 2013 of the Company.

(5) On August 3, 2012, Mr. Zhou Yue Hai was appointed as an Executive Vice President by the Board.

(6) On August 3, 2012, Mr. Wang Zhi Xue was appointed as an Executive Vice President and Chief Pilot by the Board.

(7) On June 6, 2012, Mr. Zhang Zheng Rong was appointed as Chief Pilot, COO Flight Safety by the Board. On July 20, 2012, we received a letter of resignation from Mr. Zhang in respect of his position as Chief Pilot and COO Flight Safety of the Company with effect from the same date due to the work arrangement.

(8) On April 27, 2012, Mr. Yuan Xi Fan was appointed as Chief Engineer.

(9) On June 6, 2012, Mr. Tian Xiao Dong was appointed as COO Flight Operations by the Board.

(10) On September 27, 2012, Mr. Guo Zhi Qiang was appointed as COO Marketing & Sales by the Board.

Board of Directors

Si Xian Min, aged 55, graduated with an Executive Master of Business Administration (EMBA) degree from Tsinghua University. He began his career in 1975. Mr. Si served as the Director of the political division of China Southern Airlines Henan Branch; as the party secretary and vice president of Guizhou Airlines Company Limited; as the Deputy Party Secretary and Secretary of the Disciplinary Committee of the Company; and as the Party Secretary of CSAHC Northern Division. He has been the President of the Company from October 2004 to January 2009. Since December 31, 2004, Mr. Si has been the Director of the Company. Since January 2009, Mr. Si has been the President and Deputy Party Secretary of CSAHC and the Chairman of the Board.

Tan Wan Geng, aged 48, is an economist graduated from Zhongshan University, majoring in economic geography, with qualification of postgraduate degree. Mr. Tan began his career in civil aviation in 1990 and served as the head of the Infrastructure Department and Director of Human Resources and Administration Department of the Beijing Aircraft Maintenance and Engineering Corporation, the Deputy Director General of Human Resources Division (Personnel and Education Division) of the Civil Aviation Administration of China (CAAC), and has been the Director General and Party Secretary of Civil Aviation Administration of China Northeastern Region. He has been the Party Secretary and Executive Vice President of the Company from January 2006 to February 2007; the Party Member of CSAHC and the Party Secretary and Executive Vice President of the Company from February 2007 to January 2009; the Party Member of CSAHC and the President and Party Secretary of the Company from January 2009 to February 2009; the Party Member of CSAHC and the President and Deputy Party Secretary of the Company from February 2009 to May 2011. Since May 2011, Mr. Tan has been the Party Secretary of CSAHC and the President of the Company. Mr. Tan has been the Director of the Company since June 15, 2006 and has been the Vice Chairman of the Board since January 24, 2013.

Wang Quan Hua, aged 58, graduated with a university degree from the Party School of the Central Committee of CPC majoring in economic management. Mr. Wang began his career in 1972. Mr. Wang served as the Director of the Planning and Operation Division of CSAHC; the General Manager of Strategy and Development Department of CSAHC; the Assistant to the President and the Director of the Strategy and Development Department and the Vice President of CSAHC. Mr. Wang has served as the Executive Vice President of CSAHC since September 2002. Since May 13, 2003, Mr. Wang has been the Director of the Company. Currently, Mr. Wang is also the Chairman of Nan Lung Holding Limited, Guangzhou Southern Airline Construction Company Limited, the director of TravelSky Technology Limited, Solar Insurance Group Company Limited, Yazhou Travel Investment Company Limited and China National Aviation Corp (HK) Ltd.

Yuan Xin An, aged 56, received university education in Aeronautical Machinery from Air Force Engineer University and is a senior engineer. Mr. Yuan began his career in December 1976 and served as the Vice President of Engineering Department of China Southern Airlines Company, the Vice President of Guangzhou Aircraft Maintenance Engineering Co., Ltd., the Chief Engineer and the General Manager of Engineering Department of the Company. Mr. Yuan served as the Executive Vice President of the Company from April 2002 to September 2007; the Executive Vice President of CSAHC since September 2007; the Executive Vice President and Chief Legal Adviser of CSAHC since July 2008. Since November 30, 2011, Mr. Yuan has been the Director of the Company. Currently, Mr. Yuan is also the Chairman of Southern Airlines (Group) Import and Export Trading Company Limited, China Southern Airlines Group Construction and Development Company Limited, MTU Maintenance Zhuhai Co., Ltd., Dalian Acacia Town Villa Co., Ltd. and Shenzhen Air Catering Co., Ltd, and a director of China Aircraft Services Limited.

Ms. Yang Li Hua, aged 57, graduated with a master degree from the Party School of the Central Committee of CPC majoring in economics and management and is a senior expert of political science. Ms. Yang began her career in Air China International Corporation in 1973, and served as the head of the in-flight service team, manager of in-flight service division and deputy head of the Chief Flight Team of Air China International Corporation. Subsequently, she was appointed as the General Manager of the Passenger Cabin Service Division of Air China International Corporation in September 2000, the Vice President of Air China International Corporation in October 2002, the Vice President of Air China Limited in September 2004, and Executive Vice President of CSAHC in May 2009. From July 2010 to August 2012, Ms. Yang also acted as the Chairman of the Labour Union of CSAHC. Since January 24, 2013, Ms. Yang has been the Director of the Company. Currently, Ms. Yang is also the Chairman of Southern Airlines Culture and Media Co., Ltd.

Zhang Zi Fang, aged 54, graduated with an Executive Master of Business Administration (EMBA) degree from Tsinghua University and is a senior expert of political science. Mr. Zhang began his career in 1976. He served as the Deputy Commissar and subsequently the Commissar of the pilot corps of China Northern Airlines Company; as the Party Secretary of the Jilin Branch of China Northern Airlines Company; as the General Manager of Dalian Branch of CSAHC Northern Airlines; as the Director of Political Works Department of CSAHC. Mr. Zhang was the Deputy Party Secretary and Secretary of the Disciplinary Committee of the Company from February 2005 to December 2007. He has been the Executive Vice President and the Deputy Party Secretary of the Company from December 2007 to February 2009. Since February 2009, he has been the Party Secretary and Executive Vice President of the Company. Mr. Zhang has been the Director of the Company since June 30, 2009. Currently, Mr. Zhang is also the Vice Chairman of Southern Airlines Culture and Media Co., Ltd.

Xu Jie Bo, aged 47, graduated with a university degree from Tianjin University majoring in infrastructure and engineering management, and was subsequently awarded with a master degree in Business Administration from Hong Kong Baptist University and an Executive Master of Business Administration (EMBA) degree from Tsinghua University and is a qualified senior accountant. Mr. Xu began his career in 1986. He served as the Director of the Financial Department of Central and Southern Administration of CAAC; as the Chief Accountant and General Manager of the Financial Department of the Company. Mr. Xu served as the Director, Chief Financial Officer and Chief Accountant of the Company since April 2001 and as the Director, Executive Vice President, Chief Financial Officer and Chief Accountant of the Company from August 2003 to September 2012. Mr. Xu has been the Director, Senior Executive Vice President, Chief Financial Officer and Chief Accountant of the Company since September 2012. Currently, Mr. Xu is also the Chairman of Guizhou Airlines Company Limited and the Vice Chairman of Sichuan Airlines Corporation Limited.

Mr. Li Shao Bin, aged 47, graduated with a university degree from the Party School of the Central Committee of CPC majoring in economics and management and is an expert of political science. Mr. Li began his career in 1984, and served as the Deputy Head of Promotion Department of the Company, the Director of Political Department of Guangzhou Flight Operations Division of the Company, and the Director of Political Department and Deputy Party Secretary of Guangzhou Flight Operations Division of the Company. Subsequently, he was appointed as Party Secretary of Guangzhou Flight Operations Division of the Company in May 2004. Mr. Li served as the Party Secretary and Deputy General Manager of Guangzhou Flight Operations Division of the Company from March 2006 to August 2012. Mr. Li has been the Chairman of the Labour Union of the Company since August 2012 and the Director of the Company since January 24, 2013.

Gong Hua Zhang, aged 67, a senior accountant at professor level. With over 40 years of accounting experience, Mr. Gong served as the Deputy Chief Accountant, the director of the Financial Division of China Petroleum Pipeline Bureau, the director of Financial Bureau of China National Petroleum Corporation; as the Chief Accountant of China National Petroleum Corporation. He served as the director of PetroChina Company Limited from October 1999 to May 2008, the Chairman of the Board of PetroChina Finance Company Limited from May 1999 to September 2009 and the director of China Cheung Kong Electric Power Co., Ltd. from September 2002 to June 2010. Mr. Gong has been the Independent Non-executive Director of the Company since June 28, 2007. Currently, Mr. Gong is also the Vice President of Accounting Society of China, member of the Accounting Standards Committee of the Ministry of Finance and member of China Valuation Standards Committee. He is also the independent director of China Shenhua Energy Company Limited, the external director of China Dongfang Electricity Group Company Limited, the independent director of Nanyang Commercial Bank (China) Company Limited, the independent director of China Railway Group Limited and the external director of COFCO Corporation.

Wei Jin Cai, aged 63, graduated from the Party School of the Central Committee of CPC majoring in economics and management. Mr. Wei has many years of experiences in civil aviation. He conducted an in-depth study on the operation and management of civil aviation and is influential in the civil aviation industry. Mr. Wei served as the Deputy Party Secretary of the Party Committee of the headquarter of CAAC, the Party Secretary of Civil Aviation Management Institute of China from March 1993 to November 2008 and the President of Civil Aviation Management Institute of China from November 2008 to August 2010. Mr. Wei has been the Independent Non-executive Director of the Company since December 29, 2010. Currently, he is also the independent director of Xiamen International Airport Co., Ltd. and the independent non-executive director of ASR Holdings Limited.

Ning Xiang Dong, aged 47, graduated from the Quantitative Economics Faculty of the School of Economics and Management of Tsinghua University with a doctor degree. Mr. Ning began his career in 1990 and served as the assistant, lecturer and associate professor at Tsinghua University and the Executive Deputy Director of the National Center for Economic Research (NCER) at Tsinghua University. He was also a visiting scholar at Harvard Business School, University of Illinois, University of New South Wales, University of Sydney and Chinese University of Hong Kong. Currently, he serves as the professor and the doctorate-tutor of the School of Economics and Management of Tsinghua University and the executive director of Centre for Corporate Governance of Tsinghua University. Mr. Ning has been the Independent Non-executive Director of the Company since December 29, 2010. He is also the independent director of Hong Yuan Securities Co., Ltd., GoerTek Inc., Aerospace Hi-Tech Holding Group Co., Ltd. and Sichuan ChangHong Electric Company Limited.

Liu Chang Le, aged 61, was conferred an honorary doctoral degree in literature by the City University of Hong Kong and is a founder of Phoenix Satellite Television. Mr. Liu has been the Chairman and Chief Executive Officer of Phoenix Satellite Television Company Limited since 1996 and the Chairman and Chief Executive Officer of Phoenix Satellite Television Holdings Limited, a company listed on the Stock Exchange since 2000. Mr. Liu gained widespread recognition both locally and overseas for his enthusiasm for and achievements in the media industry. Mr. Liu is the recipient of numerous titles and awards, among which include “Wiseman of the Media Industry”, “the Most Innovative Chinese Business Leaders in the Asia Pacific Region”, “the Most Entrepreneurial Chinese Business Leaders”, and has been awarded the “Robert Mundell Successful World CEO Award”, the “Man of Year for Asia Brand Innovation Award”, the “Person of the Year” award of the Chinese Business Leaders Annual Meeting and “Business Person of the Year at DHL/SCMP Hong Kong Business Awards 2012”. Since 2005, Mr. Liu has been the Chairman of the iEMMYs Festival, which is run by the International Academy of Television Arts & Sciences. In November 2008, Mr. Liu received the International Emmy Directorate Award. Mr. Liu was appointed as honorary chairman of “World Chinese-language Media Cooperation Alliance” in 2009 and appointed as special consultant to the Eighth Council of the Buddhist Association of China in 2010. Mr. Liu was a member of the Tenth and the Eleventh National Committee of the Chinese People’s Political Consultative Conference, served as the Vice Chairman of the sub-committee on Education, Science, Culture, Health and Sport of the Eleventh National Committee of the Chinese People’s Political Consultative Conference, and is a member of standing committee of the Twelfth National Committee of the Chinese People’s Political Consultative Conference. Mr. Liu has been appointed a Justice of the Peace by the government of the Hong Kong Special Administrative Region. In July 2010, Mr. Liu was awarded the Silver Bauhinia Star by the Hong Kong Special Administrative Region. Mr. Liu has become an Independent Non-executive Director of the Company since November 30, 2011.

Supervisory Committee

As required by the Company Law of the PRC and the Articles of Association of the Company, we have a supervisory committee (the “Supervisory Committee”) which is primarily responsible for the supervision of senior management of the Company, including the Board, executive officers and other senior management personnel, to ensure that they act in the interests of the Company, its shareholders and employees, as well as in compliance with applicable law. The Supervisory Committee consists of five Supervisors. Three of the Supervisors are appointed by shareholders, and the other two Supervisors are representatives of our employees. The Supervisors serve terms of three years and may serve consecutive terms.

Pan Fu, aged 50, graduated with a master degree from Chongqing University majoring in power systems and automation, and is a senior engineer. Mr. Pan began his career in 1986, and served successively as the Deputy Chief Engineer of Test Research Institute of Electric Power Bureau of Yunnan Province and the Deputy Head of the Planning Department of Electric Power Industry Bureau of Yunnan Province (Group Company), the Deputy Director of the Planning & Development Department of Yunnan Electric Power Group Co., Ltd., the Deputy Director and Director of Kunming Power Plant, the Deputy Chief Engineer and Chief Engineer of Yunnan Electric Power Corporation, the Deputy Director and Director of the Department of Security Supervision of China Southern Power Grid Company Ltd., the Director of the China Southern Power Grid Technology and Research Center. He served as the General Manager and Deputy Party Secretary of the Guizhou Power Grid Corporation from January 2005 to November 2007, and served as the Director of the Planning Development Department of China Southern Power Grid Company Ltd. from November 2007 to November 2010. Mr. Pan has been the Team Leader of the Discipline Inspection Commission of CSAHC since November 2010 and the Chairman of the Supervisory Committee of the Company since December 29, 2010. Currently, he is also the Chairman of China Southern Airlines Group Passenger and Cargo Agent Company Limited.

Li Jia Shi, aged 51, graduated from Guangdong Polytechnic Normal University majoring in economics and mathematics and obtained an Executive Master of Business Administration (EMBA) degree from Tsinghua University and is an expert of political science. Mr. Li began his career in 1976. He served as the Deputy Head of the Organization Division of the Party Committee of the Company, Party Secretary and Deputy General Manager of Guangzhou Nanland Air Catering Company Limited, the Head of the Organization Division of the Party Committee of the Company, the Chairman of Southern Airlines Ka Yuen (Guangzhou) Aviation Supply Company Limited and Guangzhou Nanland Air Catering Company Limited. He served as the Deputy Secretary of the Disciplinary Committee and the Director of the Disciplinary Committee Office of the Company from December 2003 to December 2007. Mr. Li has been the Secretary of the Disciplinary Committee of the Company since December 2007 and has been the Deputy Team Leader of the Discipline Inspection Commission of CSAHC and the Secretary of Disciplinary Committee of the Company since February 2012. Mr. Li has been the Supervisor of the Company since June 30, 2009.

Zhang Wei, aged 46, graduated with a master degree from Tianjin University majoring in investment skills and economics and obtained an Executive Master of Business Administration (EMBA) degree from Tsinghua University and is a senior accountant. Ms. Zhang began her career in 1988 and served as the General Manager Assistant and Deputy General Manager of the Finance Department of the Company, the Deputy Director of the Supervisory Bureau and the Director of the Audit Division of CSAHC and the General Manager of SA Finance. Ms. Zhang served as the Deputy Director of the Supervisory Bureau and the Director of the Audit Division of CSAHC from October 2007 to October 2008. Since October 2008, she has been the Director of the Audit Division of CSAHC. Ms. Zhang has been the Supervisor of the Company since June 2008. Currently, Ms. Zhang is also the Chairman of Supervisory Committee of Southern Airlines Culture and Media Co., Ltd, SA Finance, Southern Airlines (Group) Import and Export Trading Company Limited and China Southern Airlines Group Construction and Development Company Limited and the Director of Guangzhou Southern Airline Construction Company Limited.

Yang Yi Hua, aged 52, has a university degree, and is an accountant and an International Certified Internal Auditor. Ms. Yang served as the Manager of the Financial Office of the Company's Financial Division, and Deputy General Manager of the Company's Audit Department. Ms. Yang has been the General Manager of the Company's Audit Department since May 2002 and the Supervisor of the Company since June 2004. Currently, Ms. Yang is also the Chairman of the Supervisory Committee of Guizhou Airlines, Guangzhou Baiyun International Logistic Company Limited, Beijing China Southern Airlines Ground Service Company Limited and Nan Lung International Freight Limited and the supervisor of Xiamen Airlines, SA Finance and Chongqing Airlines.

Liang Zhong Gao, aged 56, graduated from Nanjing Institute of Politics, majoring in economics and management and is an expert of political science. Mr. Liang began his aviation career since 1998 and served as Deputy General Manager of the Guangzhou Sales Office of the Company, Deputy Party Secretary and Secretary of the Disciplinary Committee of the Passenger Traffic Department of the Company, Party Secretary of the Passenger Traffic Department of the Company and General Manager of the Aviation Service Quality Control Department of the Company. Mr. Liang served as the Director of the Disciplinary Supervision Department of the Company from February 2007 to December 2012 and was appointed as the Deputy Party Secretary and Deputy General Manager of Basic Construction Project Management Department of the Company in December 2012. Mr. Liang has been the Supervisor of the Company since June 2007.

Senior Management

Ren Ji Dong, aged 48, graduated from Nanjing University of Aeronautics and Astronautics, majoring in aircraft engine design and obtained an Executive Master of Business Administration (EMBA) degree from Tsinghua University, and he is a senior engineer. Mr. Ren began his career in 1986 and served as the Deputy Director of Urumqi Civil Aviation Administration, the Vice President of Xinjiang Airlines, the Party Secretary and the Vice President of the Xinjiang branch of the Company, the Executive Vice President of the Company from March 2005 to January 2007, and the President of the Xinjiang branch of the Company from January 2007 to April 2009. He has been the Executive Vice President of the Company since May 2009.

Liu Qian, aged 48, graduated from China Civil Aviation Flying College majoring in aircraft piloting. Mr. Liu served the CAAC as an assistant researcher of the Piloting Skills Supervision Division of the Piloting Standards Department, an assistant researcher of the Operation Supervision Division, an assistant researcher and the Deputy Head of the Piloting Standards Division, and the Deputy Chief Pilot and Chief Pilot of the Company. He has been the Executive Vice President of the Company since August 2007. Currently, Mr. Liu is also the Chairman of Zhuhai Xiang Yi Aviation Technology Company Limited and China Southern West Australian Flying College Pty Ltd.

Dong Su Guang, aged 59, graduated from Northwestern Polytechnical University majoring in aircraft design. Mr. Dong began his career in 1970 and served as the Vice President of Guangzhou Aircraft Maintaining and Engineering Co., Ltd. ("GAMECO"), the Chief Engineer and the General Manager of Engineering Department of the Company. He has been the Executive Vice President of the Company since December 2007. Currently, Mr. Dong is also the Chairman of Shantou Airlines, GAMECO and Shenyang Northern Aircraft Maintenance Engineering Co., Ltd.

Chen Gang, aged 47, graduated from Zhongnan Finance and Economics University majoring in industrial enterprise management and obtained an Executive Master of Business Administration (EMBA) degree from Tsinghua University. He began his career in 1987 and served as the Vice President of Henan branch of the Company, the President of Hubei branch of the Company and the Director of Commercial Steering Committee of the Company. He has been the Executive Vice President of the Company since August 2009. Currently, Mr. Chen is also the Chairman of CSN – ETC E-commerce Limited.

Zhou Yue Hai, aged 52, has a university degree and obtained an Executive Master of Business Administration (EMBA) degree from Tsinghua University on-the-job. Mr. Zhou began his career in 1980. He served as the Deputy Director of the Flight Safety Technology Division, the Deputy Director of the Flight Technology Management Division, the Deputy General Manager of the Flight Safety Technology Department, the Deputy General Manager of the Flight Operation Division of the Company, the Party Secretary and Vice President of Guizhou Airlines Company Limited. Mr. Zhou served as the General Manager of China Southern Airlines Jilin Branch from September 2004 to January 2009 and the General Manager of China Southern Airlines Northern Branch from January 2009 to July 2012. Mr. Zhou has been the Executive Vice President of the Company since August 2012. Currently, Mr. Zhou is also the Vice Chairman of Shenyang Airport Logistics Company Limited and the Chairman of Southern Airlines Ka Yuen (Guangzhou) Aviation Supply Company Limited and Guangzhou Nanland Air Catering Company Limited.

Wang Zhi Xue, aged 51, has a university degree. Mr. Wang began his career in 1981. He served as the Manager of the Flight Safety Technology Inspection Division of Zhuhai Airlines Company Limited, Deputy Chief Pilot and Director of the Flight Safety Technology Division as well as the Vice President of Shantou Airlines Company Limited. He served as the General Manager of the Flight Management Division of the Company from October 2004 to February 2009 and the General Manager of the Flight Operation Division of the Company in Guangzhou from February 2009 to July 2012. Mr. Wang has been the Executive Vice President and Chief Pilot of the Company since August 2012.

Zhang Zheng Rong, aged 51, graduated from China Civil Aviation Flying College majoring in aircraft piloting and obtained an Executive Master of Business Administration (EMBA) degree from Tsinghua University. Mr. Zhang began his career in 1982 and served as the Deputy General Manager of the Flight Operations Division and the Captain of the First Squadron, the General Manager of the Aviation Safety Monitoring Division and the General Manager of the Guangzhou Flight Operation Division of the Company. He was the Chief Pilot of the Company from August 2007 to July 20, 2012 and COO Flight Safety of the Company from June 2012 to July 20, 2012. Currently, Mr. Zhang is also the director of Aviation Data Communication Corporation.

Hu Chen Jie, aged 44, graduated from Beijing University Aeronautics and Astronautics majoring in information management. Mr. Hu served as a software engineer in the Computer Center of CAAC, senior software engineer in Wei Hong International Technology Company (Singapore), the Deputy Director of the Computer Center of the Company, the senior project manager of SITA INC. (U.S.) and the General Manager of CSN-ETC e-Commerce Limited. He has been the Chief Information Officer of the Company since June 2007. Currently, Mr. Hu is also the director of Guangzhou Aircraft Hang Yi Information Technology Co., Ltd. and Chairman of Guang Dong China Southern Airlines Tian He Information Technology Company Limited.

Su Liang, aged 50, graduated from the University of Cranfield, United Kingdom with a master degree in Air Transport Management Engineering and obtained an Executive Master of Business Administration (EMBA) degree from Tsinghua University. Mr. Su was in charge of the flight operations, planning and international cargo project of the Company. From July 2000 to November 2007, Mr. Su was the Company Secretary of the Company. He has been the Chief Economist of the Company since December 2007. Currently, Mr. Su is also the director of Xiamen Airlines and Sichuan Airlines Corporation Limited.

Chen Wei Hua, aged 46, graduated from the School of Law of Peking University and obtained an Executive Master of Business Administration (EMBA) degree from Tsinghua University. He is a qualified lawyer in the PRC and a qualified corporate legal counselor. Mr. Chen joined the aviation industry in 1988. He served as Deputy Director, Director of the Legal Affairs Office of the Company. Mr. Chen has been the Chief Legal Adviser of the Company and Director of the Legal Department of the Company since January 2004. Currently, Mr. Chen is also the director of Xiamen Airlines.

Yuan Xi Fan, aged 50, graduated from Civil Aviation Institute of China majoring in Aviation Radio, and was subsequently awarded with a master degree in Aviation Safety Management from the École Nationale de l'Aviation Civile (ENAC) and Ecole Nationale Superieure d'Ingenieurs de Construction Aeronautique (ENSICA) in France and an Executive Master of Business Administration (EMBA) degree from Tsinghua University, and is a senior engineer. Mr. Yuan began his career in 1982. Mr. Yuan served as the Deputy Director of Repair and Maintenance Workshop of Guangzhou Aircraft Maintenance Engineering Co., Ltd., the Deputy General Manager of the Aircraft Maintenance Engineering Division, the Director of Quality Management and Director of Integrated Business Management of Aircraft Maintenance Engineering Division of the Company, and the Deputy General Manager of MTU Maintenance Zhuhai Co., Ltd. Mr. Yuan served as the Deputy General Manager of Guangzhou Aircraft Maintenance Engineering Co., Ltd. from March 2009 to January 2011. Mr. Yuan served as the General Manager of the Aircraft Engineering Division of the Company since 2011. Mr. Yuan has been the Chief Engineer of the Company and the General Manager of the Aircraft Engineering Division of the Company since April 2012.

Tian Xiao Dong, aged 43, graduated from Beijing Institute of Meteorology majoring in aviation meteorology, and was subsequently awarded with a master degree in Aeronautical Engineering from Beijing University of Aeronautics and Astronautics and obtained an Executive Master of Business Administration (EMBA) degree from Tsinghua University, and is a senior engineer. Mr. Tian began his career in 1989. Mr. Tian served as the Deputy Manager of Flight Operation Office of General Dispatching Office, the Manager of Planning and Dispatch Office of System Operation Control Center (SOC), the Deputy Director of Operation Control Division and the Deputy General Manager of SOC. Mr. Tian has been the general manager of SOC since December 2006 and he has been the COO Flight Operations of the Company and the general manager of SOC since June 2012.

Guo Zhi Qiang, aged 49, economist, graduated with a master degree from Party School of Xinjiang Uyghur Autonomous Region majoring in Business Administration. Mr. Guo began his career in 1980 and served as the Manager of Transportation Department of Xinjiang Airlines; the Deputy General Manager of Xinjiang Company of China Southern Air Holding Company; the General Manager of China Southern Airlines Beijing Office; the Deputy General Manager of China Southern Airlines Xinjiang Branch. Mr. Guo served as the Deputy General Manager of the Shenzhen Branch of the Company from December 2005 to February 2008 and the President and Chief Executive Officer of Chongqing Airlines Company Limited from December 2008 to May 2009, and served as the Deputy Director General of the Commercial Steering Committee of the Company from May 2009 to September 2009 and the Director General of the Commercial Steering Committee of the Company from September 2009 to September 2012. Mr. Guo has been the COO Marketing & Sales of the Company and the Director General of the Commercial Steering Committee of the Company. Currently, Mr. Guo is also the director of Xiamen Airlines Company Limited.

Xie Bing, aged 40, graduated from Nanjing University of Aeronautics and Astronautics, majoring in civil aviation management. He subsequently received a master degree of business administration, a master degree of international finance and an Executive Master of Business Administration (EMBA) degree from Jinan University, the University of Birmingham, Britain and Tsinghua University, respectively. Mr. Xie is a senior economist. Mr. Xie used to work in the Planning and Development Department, Company Secretary Office of the Company and Office of CSAHC. He has been the Company Secretary and the Director of Company Secretary Office of the Company since November 2007.

Save as disclosed above, none of the above Directors or Supervisors, senior management of the Company has any relationship with any Directors, Supervisors, senior management, substantial shareholders of the Company.

B. Compensation.

The aggregate compensation paid to all Directors, Supervisors and Senior Management for 2012 was RMB15,957,000. For the year ended December 31, 2012, the Company paid an aggregate of approximately RMB1,303,000 on behalf of its executive Directors, Supervisors and Senior Management pursuant to the pension scheme and the retirement plans operated by various municipal and provincial governments in which the Company participates.

Details of the remuneration of directors' and supervisors' remuneration for the year ended December 31, 2012 are set out below:

	Directors' fees RMB'000	Salaries, allowances and benefits in kind RMB'000	Discretionary bonus RMB'000	Retirement scheme contributions RMB'000	Total RMB'000
Non-executive Directors					
Si Xian Min	-	-	-	-	-
Wang Quan Hua	-	-	-	-	-
Yuan Xin An	-	-	-	-	-
Independent Non-executive Directors					
Gong Hua Zhang	150	-	-	-	150
Wei Jin Cai	150	-	-	-	150
Ning Xiang Dong	150	-	-	-	150
Liu Chang Le	150	-	-	-	150
Executive Directors					
Tan Wan Geng	-	-	-	-	-
Zhang Zi Fang	-	743	-	70	813
Xu Jie Bo	-	710	-	70	780
Chen Zhen You	-	576	-	44	620
Supervisors					
Pan Fu	-	-	-	-	-
Li Jia Shi	-	710	-	69	779
Zhang Wei	-	-	-	-	-
Yang Yi Hua	-	346	-	68	414
Liang Zhong Gao	-	352	-	69	421
Total	600	3,437	-	390	4,427

On November 30, 2011, the Company's General Meeting, approved the "H Share Appreciation Rights Scheme of China Southern Airlines Company Limited" and "Initial Grant under the H Share Appreciation Rights Scheme of China Southern Airlines Company Limited" ("the Scheme").

Under the Scheme, 24,660,000 units of Share Appreciation Rights were granted to 118 employees of the Group at the exercise price of HK$3.92 per unit prior to or on at December 31, 2011. No shares will be issued under the Scheme and each of the SAR is notionally linked to one existing H Share of the Company. Upon exercise of the Share Appreciation Rights, a recipient will receive an amount of cash equal to the difference between the market share price of the relevant H Share and the exercise price.

The Share Appreciation Rights will have an exercise period of six years from the date of grant. Upon the satisfaction of certain performance conditions after the second, third and fourth anniversary of the date of grant, each one third of the Share Appreciation Rights will become exercisable.

A dividend of RMB0.2 (equivalent to HK$0.25) (inclusive of applicable tax) per share was approved by the Company's General Meeting on May 31, 2012, therefore, the exercise price for the Share Appreciation Rights was adjusted to HK$3.67 per share in accordance with the predetermined formula stipulated in the Scheme. During the year, 940,000 units of Share Appreciation Rights were forfeited.

The fair value of the liability for Share Appreciation Rights is measured using the Black-Scholes option pricing model. The risk free rate, expected dividend yield and expected volatility of the share price are used as the inputs into the model. The fair value of the liability for Share Appreciation Rights as of December 31, 2012 was RMB2,303,000 and a corresponding staff costs of RMB2,072,000 was recognized during 2012.

C. Board Practices.

Each Director's service contract with the Company or any of its subsidiaries provides prorated monthly salary upon termination of employment in accordance with his contract. The Director is entitled to paid leave under his contract. The term of office of a director is three years. The term of office of the current directors will end in 2013. A Director may serve consecutive terms upon re-election.

Audit Committee

The Audit Committee is appointed by the Board of Directors and consists of three independent Non-executive Directors. The current members of the Audit Committee are Gong Hua Zhang, Wei Jin Cai and Ning Xiang Dong. Gong Hua Zhang is the Chairman of the Audit Committee. The term of office of each member will end in 2013. A member may serve consecutive terms upon re-election. At least once a year, the committee is required to meet with the Company's external auditors without any executive members of the Board in attendance. The quorum necessary for the transaction of any business is two committee members. The Audit Committee held five meetings in 2012, which were attended by all members.

The Audit Committee is required, amongst other things, to oversee the relationship with the external auditors, to review the Group's interim results and annual financial statements, to monitor compliance with statutory and listing requirements, to review the scope, if necessary, to engage independent legal or other advisers as it determines is necessary and to perform investigations. In addition, the Audit Committee also examines the effectiveness of the Company's internal controls, which involves regular reviews of the internal controls of various corporate structures and business processes on a continuous basis, and takes into account their respective potential risks and severity, in order to ensure the effectiveness of the Company's business operations and the realization of its corporate objectives and strategies. The scope of such examinations and reviews includes finance, operations, regulatory compliance and risk management. The Audit Committee also reviews the Company's internal audit plan, and submits relevant reports and concrete recommendations to the Board on a regular basis.

The Company has an internal audit department which reviews procedures in all major financial and operational activities. This department is led by the head of internal audit.

Remuneration and Assessment Committee

The Remuneration and Assessment Committee is comprised of three members. Currently, the Remuneration and Assessment Committee is chaired by Independent Non-executive Director Ning Xiang Dong with Independent Non-executive Director Gong Hua Zhang and Non-executive Director Wang Quan Hua as members. The term of office of each member is three years. The term of office of the current members will end in 2013. A member may serve consecutive terms upon re-election. The Remuneration and Assessment Committee held two meetings in 2012, which were attended by all members.

The responsibilities of the Remuneration and Assessment Committee are to make recommendations on the remuneration policy and structure for Directors and senior management of the Company, to establish regular and transparent procedures on remuneration policy development and improvement and submit the Company's "Administrative Measures on Remuneration of Directors" and "Administrative Measures on Remuneration of Senior Management". In particular, the Remuneration and Assessment Committee has the duty to ensure that the Directors or any of their associates shall not be involved in the determination of their own remuneration packages.

The Remuneration and Assessment Committee consulted, when appropriate, the Chairman and/or the President about its proposals relating to the remuneration of other executive Directors. The Remuneration and Assessment Committee is provided with sufficient resources to discharge its duties and professional advice is available if necessary. The Remuneration and Assessment Committee is also responsible for assessing performance of executive Directors and approving the terms of executive Directors' service contracts. The Remuneration and Assessment Committee has performed all its responsibilities under its terms of reference in 2012.

Nomination Committee

The Nomination Committee was established on June 28, 2007. Before that, nomination of Directors and other senior management was mainly undertaken by the Board. According to the Articles of Association, the Board has the authority to appoint from time to time any person as Director to fill a vacancy or as additional Director. In selecting candidate Directors, the Board focuses on their qualifications, technical skills, experiences (in particular, the experience in the industry in which the Group operates in case of candidates of executive directors) and expected contributions to the Group.

As of December 31, 2012, the Nomination Committee consists of three members, including Si Xian Min as Chairman and Wei Jin Cai (Independent Non-executive Director) and Gong Hua Zhang (Independent Non-executive Director) as members. The responsibilities of the Nomination Committee are to make recommendations to the Board in respect of the size and composition of the Board based on the operational activities, assets and shareholding structure of the Company; study the selection criteria and procedures of Directors and executives and give advice to the Board; identify qualified candidates for Directors and executives; investigate and propose candidates for Directors and managers and other senior management members to the Board.

In accordance with relevant laws and regulations as well as the provisions of the Articles of Association of the Company, the Nomination Committee shall study and resolve on the selection criteria, procedures and terms of office for directors and managers with reference to the Company's actual situation. Any resolution made in this regard shall be filed and proposed to the Board for approval and shall be implemented accordingly. The Nomination Committee is provided with sufficient resources to discharge its duties and independently engages intermediate agencies to provide professional advice on its proposals if necessary.

The Nomination Committee held five meetings in 2012, which was attended by all members.

D. Employees.

As of December 31, 2012, the Group had 73,668 employees, including 5,876 pilots, 12,009 flight attendants, 10,848 maintenance personnel, 7,674 passenger transportation personnel, 6,041 cargo transportation personnel, 7,760 ground service personnel, 2,299 flight operation officers, 617 flight security guards, 969 information system personnel, 2,331 financial personnel, and 17,244 other personnel. All of our pilots, flight attendants, maintenance personnel, administrative personnel and sales and marketing personnel are contract employees.

The Company's employees are members of a trade union organized under the auspices of the All-China Federation of Trade Unions, which is established in accordance with the Trade Union Law of China. Two representatives of the Company labor union currently serve on the Supervisory Committee of the Company. Each of the Company's subsidiaries has its own trade union. The Group has not experienced any strikes, slowdowns or labor disputes that have interfered with its operations, and the Group believes that its relations with its employees are good.

All employees of the Group receive cash remuneration and certain non-cash benefits. Cash remuneration consists of salaries, bonuses and cash subsidies provided by the Group. Salaries are determined in accordance with the national basic wage standards. The total amount of wages payable by the Group to its employees is subject to a maximum limit based on the profitability of the Group and other factors. Bonuses are based on the profitability of the Group. Cash subsidies are intended as a form of cost-of-living adjustment. In addition to cash compensation, the Group's contract employees receive certain non-cash benefits, including housing, education and health services, and the Group's temporary employees also receive certain health services, housing fund and education.

Employee benefits

Employee benefits are all forms of considerations given and other related expenditures incurred in exchange for services rendered by employees. Except for termination benefits, employee benefits are recognized as a liability in the period in which the associated services are rendered by employees, with a corresponding increase in cost of relevant assets or expenses in the current period.

Retirement benefits

Employees of the Group participate in several defined contribution retirement schemes organized separately by the PRC municipal and provincial governments in regions where the major operations of the Group are located. The Group is required to contribute to these schemes at rates ranging from 8% to 25% (2011: 8% to 24%) of salary costs including certain allowances. A member of the retirement schemes is entitled to pension benefits from the Local Labor and Social Security Bureau upon his/her retirement. The retirement benefit obligations of all retired staff of the Group are assumed by these schemes.

In addition, the Group has established a supplementary defined contribution retirement scheme for the benefit of employees in accordance with relevant regulations in the PRC. Employees of the Group participate in a supplementary defined contribution retirement scheme whereby the Group is required to make contributions not exceeding one-twelfth of the prior year's total salaries.

Housing fund and other social insurances

The Group contributes on a monthly basis to housing funds organized by municipal and provincial governments based on certain percentages of the salaries of employees. The Group's liability in respect of these funds is limited to the contributions payable in each year. In addition to the housing funds, certain employees of the Group are eligible to one of the following housing benefit schemes:

(1) Pursuant to a staff housing benefit scheme effective in September 2002, the Group agreed to pay lump sum housing allowances to certain employees who have not received living quarters from CSAHC or the Group according to the relevant PRC housing reform policy. An employee who leaves the Company prior to the end of the vesting benefit period is required to pay back a portion of the lump sum housing benefits determined on a pro rata basis of the vesting benefit period. The Group has the right to effect a charge on the employee's house and to enforce repayment through the sale of the house in the event of default in repayment. Any remaining shortfall is reflected in the consolidated income statement. The amount was fully amortized in 2012.

(2) The Group also pays cash housing subsidies on a monthly basis to eligible employees. The monthly cash housing subsidies are reflected in the consolidated income statement.

Termination benefits

When the Group terminates the employment relationship with employees before the employment contracts expire, or provides compensation as an offer to encourage employees to accept voluntary redundancy, a provision for the termination benefits provided is recognized in the consolidated income statement when both of the following conditions are satisfied:

- The Group has a formal plan for the termination of employment or has made an offer to employees for voluntary redundancy, which will be implemented shortly; and

- The Group is not allowed to withdraw from termination plan or redundancy offer unilaterally.

Workers' Compensation

There is no workers' compensation or other similar compensation scheme under the Chinese labor and employment system. As required by Chinese law, however, the Group, subject to certain conditions and limitations, pays for the medical expenses of any contract employee who suffer a work-related illness, injury or disability, and continues to pay the full salary of, and provides all standard cash subsidies to, such employee during the term of such illness, injury or disability. The Group also pays for certain medical expenses of its temporary employees.

E. Share Ownership.

On November 30, 2011, the Company's General Meeting, approved the "H Share Appreciation Rights Scheme of China Southern Airlines Company Limited" and "Initial Grant under the H Share Appreciation Rights Scheme of China Southern Airlines Company Limited" ("the Scheme").

Under the Scheme, 24,660,000 units of Share Appreciation Rights were granted to 118 employees of the Group at the exercise price of HK$3.92 per unit prior to or on at December 31, 2011. No shares will be issued under the Scheme and each of the SAR is notionally linked to one existing H Share of the Company. Upon exercise of the Share Appreciation Rights, a recipient will receive an amount of cash equal to the difference between the market share price of the relevant H Share and the exercise price.

The Share Appreciation Rights will have an exercise period of six years from the date of grant. Upon the satisfaction of certain performance conditions after the second, third and fourth anniversary of the date of grant, each one third of the Share Appreciation Rights will become exercisable.

A dividend of RMB0.2 (equivalent to HK$0.25) (inclusive of applicable tax) per share was approved by the Company's General Meeting on May 31, 2012, therefore, the exercise price for the Share Appreciation Rights was adjusted to HK$3.67 per share in accordance with the predetermined formula stipulated in the Scheme. During the year, 940,000 units of Share Appreciation Rights were forfeited.

The fair value of the liability for Share Appreciation Rights is measured using the Black-Scholes option pricing model. The risk free rate, expected dividend yield and expected volatility of the share price are used as the inputs into the model. The fair value of the liability for Share Appreciation Rights as of December 31, 2012 was RMB2,303,000 and a corresponding staff costs of RMB2,072,000 was recognized during 2012.

None of our directors and senior management own any shares or options in the Group as of April 19, 2013.

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS.

A. **Major Shareholders.**

The table below sets forth information regarding the ownership of our share capital as of April 19, 2013 by all persons who are known to us to be the beneficial owners of 5.0% or more of each class of our voting securities.

Title of Shares	Identity of Person or Group	Beneficially Owned(1)	Percentage of the Respective Class of Shares(2)	Percentage of Total Shares(2)
A shares	CSAHC	4,150,050,000	59.10%	42.27%
H shares	HKSCC Nominees Limited(3)	1,750,227,298	62.62%	17.83%
H shares	CSAHC(4)	1,064,770,000	38.10%	10.85%
H shares	Nan Lung Holding Limited	1,033,650,000	36.98%	10.53%
H shares	FIL Limited	167,462,000(5)	5.99%	1.71%

(1) Beneficial ownership is determined in accordance with the rules of the SEC.
(2) Percentage of A shares and percentage of H shares is based on 7,022,650,000 A shares and 2,794,917,000 H shares, respectively, issued as of April 19, 2013. Percentage of total shares is based on 9,817,567,000 shares issued as of April 19, 2013.
(3) As custodian of the Depositary for American Depositary Shares representing H Shares. Amount of shares owned by HKSCC Nominees Limited also includes 167,462,000 H shares held by FIL Limited.
(4) Includes (i) 31,120,000 H Shares held by Yazhou Travel Investment Company Limited, representing 1.11% of the total number of H shares and 0.32% of the total number of all outstanding shares, and 1,033,650,000 H Shares held by Nan Lung, representing 36.98% of the total number of H shares and 10.53% of the total number of all outstanding shares.
(5) Beneficial ownership calculation is based solely on a review on April 25, 2013 of disclosure of interest forms filed by FIL Limited with the Hong Kong Stock Exchange.

Shareholders of H Shares and A shares enjoy the same voting rights with respect to each share. None of our major shareholders has voting rights that differ from the voting rights of other shareholders. We are not aware of any arrangement which may at a subsequent date result in a change of control of our Company.

As of April 19, 2013, there were 44 registered holders of 1,943,151 American Depositary Shares in the United States, consisting of 0.99% of our outstanding shares. Since certain of the ADSs are held by nominees, the above number may not be representative of the actual number of U.S. beneficial holders of ADSs or the number of ADSs beneficially held by U.S. persons.

Our Company is currently a majority-owned subsidiary of CSAHC, which is an entity wholly-owned by the Chinese government.

B. **Related Party Transactions.**

For a detailed description of our related party transactions, please see Note 44 to the Financial Statements. In particular, the following arrangements, which the Company believes are material to its operations, have been made between the Company and CSAHC and its affiliates during the year ended December 31, 2012 and up to the latest practicable date. The Company believes that these arrangements have been entered into by the Company in the ordinary course of business and in accordance with the agreements governing such transactions.

Arrangements with CSAHC

De-merger Agreement

The De-merger Agreement dated March 25, 1995 (such agreement was amended by the Amendment Agreement No.1 dated May 22, 1997) was entered into between CSAHC and the Company for the purpose of defining and allocating the assets and liabilities between CSAHC and the Company. Under the De-merger Agreement, CSAHC and the Company have agreed to indemnify the other party against claims, liabilities and expenses incurred by such other party relating to the businesses, assets and liabilities held or assumed by CSAHC or the Company pursuant to the De-merger Agreement.

Neither the Company nor CSAHC has made any payments in respect of such indemnification obligations from the date of the De-merger Agreement up to the date of this Annual Report.

Trademark License Agreement

The Company and CSAHC entered into a ten-year trademark license agreement dated May 22, 1997. Pursuant to which CSAHC acknowledges that the Company has the right to use the name "China Southern" and "China Southern Airlines" in both Chinese and English, and grants the Company a renewable and royalty free license to use the kapok logo on a worldwide basis in connection with the Company's airline and airline-related businesses. Unless CSAHC gives a written notice of termination three months before the expiration of the agreement, the agreement will be automatically renewed for another ten-year term. In May 2007, the trademark license agreement entered into by the Company and CSAHC was automatically renewed for 10 years.

Leases

The Group (as lessee) and CSAHC (as lessor) entered into lease agreements as follows:

(1) On December 29, 2008, the Company renewed a master asset lease agreement with CSAHC with a term valid from January 1, 2009 to December 31, 2011 (the "existing Asset Lease Agreement").

The Company and CSAHC entered into the new Asset Lease Agreement (the "New Asset Lease Agreement") on September 25, 2012 to renew the leases transactions for a term of three years from January 1, 2012 to December 31, 2014. Pursuant to the New Asset Lease Agreement, CSAHC agrees to continue to lease to the Company certain parcels of land, properties, and civil aviation structures and facilities at existing locations in Guangzhou, Haikou, Wuhan, Hengyang, Jingzhou (previously known as "Shashi"), Zhanjiang and Changsha. The annual rents payable to CSAHC under the New Asset Lease Agreement is RMB35,924,000 for the three years ending December 31, 2014.

The Company also entered into the individual lease agreement (the "Tenancy Contract") with CSAHC on September 25, 2012 in relation to certain fragemented leases for properties located in Harbin, Changchun, Dalian, Beijing and Shanghai as originally covered in the existing Asset Lease Agreement for an aggregate annual rental of RMB4,437,000 for a term of two years from January 1, 2012 to December 31, 2013.

The Company further entered into the Lease Agreement of Nanyang Base Assets (the "Nanyang Asset Lease Agreement") with CSAHC on January 24, 2013 for the leases transaction relating to certain lands and properties at Nanyang Jiangying Airport as originally covered in the existing Asset Lease Agreement for the period from January 1, 2012 to December 31, 2012. The rent payable under the Nanyang Asset Lease Agreement was RMB12,441,000.

For the year ended December 31, 2012, the rent incurred by the Group amounted to RMB52,802,000 pursuant to the New Asset Lease Agreement, Tenancy Contract and Nanyang Asset Lease Agreement.

(2) The Company and CSAHC entered into an indemnification agreement dated May 22, 1997 in which CSAHC has agreed to indemnify the Company against any loss or damage caused by or arising from any challenge of, or interference with, the Company's right to use certain lands and buildings.

(3) On February 14, 2011, in order to ensure normal operation of the Company, the Company, based on the actual leasing requirement, once again reviewed the land and properties contemplated under the lease, adjusted part of these projects, and engaged a real estate appraisal company to assess the rent of land, properties, structures and pipes under the lease. It then determined the rent according to the assessment and re-entered into the Land Lease Contract and the Tenancy Contract. Pursuant to the Land Lease Contract, the parties agreed that the annual rent for land from 2011 to 2013 would be RMB56,329,131. Pursuant to the Tenancy Contract, the annual rent for properties, structures and pipes leased by the Company from CSAHC from 2011 to 2013 would be RMB42,975,542.

For the year ended December 31, 2012, the rents for land lease and property lease incurred by the Group amounted to RMB56,329,000 and RMB42,606,000 respectively pursuant to the lease agreements.

Southern Airlines (Group) Import and Export Trading Company Limited ("SAIETC"), a wholly-owned subsidiary of CSAHC

On January 28, 2011, the Company renewed the Import and Export Agency Framework Agreement with SAIETC. The scope of cooperation under the agreement covers import and export services, custom clearing services, customs declaration and inspection services, and tendering and agency services etc. The agreement is effective for a period from January 1, 2011 to December 31, 2013, with the annual cap for the commission not exceeding RMB97,200,000.

For the year ended December 31, 2012, the agency fee incurred by the Group in respect of the above import and export services was RMB96,157,000.

Southern Airlines Culture and Media Co., Ltd. ("SACM"), which is 40% owned by the Company and 60% owned by CSAHC

On May 11, 2010, the Company renewed the Media Services Framework Agreement with SACM, for a term of three years commencing from January 1, 2010. Pursuant to the agreement, the Company has appointed SACM to provide advertising agency services, production of in-flight TV and movie program agency services, public relations services relating to recruitments of airhostess, and services relating to the distribution of newspapers and magazines. The parties have determined the various rates for providing advertising services after negotiations on an arm's length basis, and SACM has promised that the advertising fees for which they charged the Company were all based on the prevailing market prices for similar businesses which were accepted by the Company. The annual cap under the agreement for each year is RMB40,000,000, RMB48,000,000 and RMB58,000,000, respectively.

For the year ended December 31, 2012, the media fees incurred by the Group for the media services amounted to RMB49,273,000.

Southern Airlines Group Finance Company Limited ("SA Finance"), which is 66% owned by CSAHC, 21% owned by the Company and 13% owned in aggregate by four subsidiaries of the Company

On November 8, 2010, the Company renewed the Financial Services Framework Agreement with SA Finance for a term of three years starting from January 1, 2011 to December 31, 2013.

Under such agreement, SA Finance agrees to provide to the Company deposit and loan services. SA Finance shall pay interests to the Company regularly at a rate not lower than the current deposit rates set by the People's Bank of China. The Group's deposits placed with SA Finance were re-deposited in a number of banks. SA Finance has agreed that the loans provided to CSAHC and its subsidiaries other than the Group should not exceed the sum of SA Finance's shareholders' equity, capital reserves and total deposits received from other companies (excluding the Group). The rates should be determined on an arm's length basis and based on fair market rate, and should not be higher than those available from independent third parties. The parties agreed that the balance of the Group's deposits placed with SA Finance (including accrued interests) should not at any time exceed RMB4,000,000,000, nor should the balance of loans borrowed from SA Finance at any time exceed the above-mentioned level. The annual cap of fees payable to SA Finance for the other financial services should not exceed RMB5,000,000.

On March 16, 2012, the Company entered into a supplemental agreement to the Financial Services Framework Agreement with SA Finance, for a term effective from May 31, 2012, the date of passing of the resolution at the General Meeting, to December 31, 2013. In line with the Company's business requirement, the parties agreed that deposit balance placed with SA Finance (including interest payable accrued thereon) in any day may not exceed RMB6,000,000,000, and the balance for provision of loan service to the Company by SA Finance (including total interests paid) in any day may not exceed the above level.

As of December 31, 2012, the Group's deposits placed with SA Finance amounted to RMB2,307,449,000.

China Southern Airlines Group Passenger and Cargo Agent Company Limited ("PCACL"), a wholly-owned subsidiary of CSAHC

The Company and PCACL have entered into a new Sales Agency Services Framework Agreement dated January 28, 2011, which is valid from January 1, 2011 to December 31, 2013. Pursuant to the agreement, the cooperative scope of both parties thereto mainly comprises extended businesses including air ticket sales agency services, airfreight forwarding sales agency services, chartered flight and pallets agency services, internal operation services for the inside storage area, and delivery services for the outside storage area and chartered flight and pallets sales agency business. PCACL charges commission with reference to the prevailing market rate. Besides, the Company has other air ticket sales agents in China who also charge commission at the same rates. PCACL also acts as the ticket sales agents of other airline companies in China, and charge commission at the same rates offered to the Group. The annual transaction cap of the sales value shall not exceed RMB250,000,000.

For the year ended December 31, 2012, the commission expense and goods handling fee paid to PCACL were RMB18,292,000 and RMB18,325,000 respectively, and the income relating to other services was RMB88,347,000.

Guangzhou China Southern Airlines Property Management Company Limited (the "GCSAPMC"), a wholly-owned subsidiary of CSAHC

The Company and GCSAPMC renewed the Framework Agreement for the Engagement of Property Management (the "existing Property Management Framework Agreement") on December 29, 2008 for a term of three years.

The Company has entered into a New Framework Agreement for Engagement of Property Management (the "New Property Management Framework Agreement") on December 28, 2012 to renew the property management transactions for a term of three years from January 1, 2012 to December 31, 2014. Pursuant to the New Property Management Framework Agreement, the Company has renewed the appointment of GCSAPMC for provision of property management and maintenance services for the Company's leased properties in the airport terminal, the base and the 110KV transformer substation at the new Baiyun International Airport (other than certain properties in the Company's headquarter located in the old Baiyun Airport which were covered in the existing Property Management Framework Agreement) to ensure the ideal working conditions of the Company's production and office facilities and physical environment, and the normal operation of equipment.

The Company has further entered into the airport property management framework agreement (the "Airport Property Management Framework Agreement") on January 11, 2013 to renew the property management at the old Baiyun Airport for a term of three years from January 1, 2012 to December 31, 2014. Pursuant to the Airport Property Management Framework Agreement, the Company has renewed the appointment of GCSAPMC for the provision of property management and maintenance services for the Company's properties at the old Baiyun Airport and surrounding in Guangzhou.

The fee charging schedule (or charge standard) under the New Property Management Framework Agreement and the Airport Property Management Framework Agreement shall be determined on an arm's length basis between both parties, and shall not be higher than the one charged by any independent third parties in the similar industry. The annual cap for the New Property Management Framework Agreement and the Airport Property Management Framework Agreement are set at RMB32,750,000 and RMB22,250,000, respectively.

For the year ended December 31, 2012, the property management and maintenance fee incurred by the Group amounted to RMB49,822,000 pursuant to the New Property Management Framework Agreement and the Airport Property Management Framework Agreement.

Zhuhai MTU, which is 50% owned by CSAHC

The Company entered into an agreement relating to continuing connected transactions with CSAHC, MTU Aero Engines GmbH ("MTU GmbH") and Zhuhai MTU on September 28, 2009, by which Zhuhai MTU shall continue to provide the Company with engine repair and maintenance services subject to the international competitiveness and at the net most favorable terms, while the Company shall make relevant payment to Zhuhai MTU according to related charging standard. The agreement is effective from its date to April 5, 2031. The maximum aggregate annual consideration for the continuing connected transactions under the above agreement were disclosed in the announcement of the Company dated September 28, 2009 and such maximum aggregate annual consideration for the year ended December 31, 2012 is RMB1.2 billion.

For the year ended December 31, 2012, the Group's engine repair and maintenance service fees incurred under the agreement amounted to RMB830,147,000.

Sale of Aircraft to Hebei Airlines Company Limited ("Hebei Airlines") by Xiamen Airlines

On September 26, 2012, the Board announced that Xiamen Airlines and Hebei Airlines entered into the Aircraft Sale Agreement, pursuant to which Xiamen Airlines agreed to sell and Hebei Airlines agreed to purchase one B737-800 aircraft at the consideration of approximately RMB257 million.

Sale of 51% Equity Interests in XAMC

On June 29, 2012, the Board announced that Xiamen Airlines and SACM entered into an agreement, pursuant to which Xiamen Airlines agreed to sell and SACM agreed to purchase 51% equity interests in XAMC at the consideration of RMB43.12 million. The Company believes that the disposal of the 51% equity interests in XAMC can promote the integration of media resources owned by SACM and XAMC, and they can achieve a better development by mutual use of the platforms and resources owned by each other. As XAMC shall be owned as to 49% by Xiamen Airlines, Xiamen Airlines shall continue to benefit from long-term development of XAMC.

Subscription of New A Shares by CSAHC

On June 11, 2012, the Board approved the proposed issuance of not more than 487,804,878 new A Shares (after the adjustment with reference to the profit distribution proposal for 2011) to CSAHC at the subscription price of RMB4.10 (after the adjustment with reference to the profit distribution proposal for 2011) per A Share (the "Non public A Share Issue"). The proceeds to be raised from the proposed Non public A Share Issue will be not more than RMB2 billion. CSAHC entered into the Subscription Agreement with the Company, pursuant to which CSAHC has conditionally agreed to subscribe for and the Company has conditionally agreed to allot and issue not more than 487,804,878 new A Shares for an aggregate consideration of not more than RMB2 billion, equivalent to the subscription price of RMB4.10 per new A Share (the "Subscription"). As of April 19, 2013, the proposed transaction is pending for the approval of CSRC.

All related party transactions have been approved by Independent Non-executive Directors.

C. **Interests of Experts and Counsel.**

Not applicable.

ITEM 8. FINANCIAL INFORMATION.

A. Consolidated Statements and Other Financial Information.

Our audited consolidated financial statements are set forth beginning on page F-1, which can be found after Item 19.

Legal Proceedings

The Company received a claim on July 11, 2011 from an overseas entity (the "claimant") against the Company for the alleged breach of certain terms and conditions of an aircraft acquisition agreement. The claimant has made a claim against the Company for an indemnity of US$46 million, or for the refund of the down payments of US$12 million and the interest thereon, which is calculated in accordance with Clause 35A, United Kingdom Supreme Court Act 1981. The claim is still under investigation and the directors are of the opinion that the claim is without merit and the Company has involved its legal advisor to defend the claim and filed a defense to the claimant declining all the claims and made a counter claim for an indemnity of around US$34 million caused by the claimant's non-execution of the aircraft sale agreement. During the year, the claimant subsequently changed its claim for the refund of the down payment of US$12 million to US$13 million. The directors are of the opinion that an outflow of resource embodying economic benefits is not probable to occur.

Dividend Information

A dividend in respect of the year ended December 31, 2012 of RMB0.05 (inclusive of applicable tax) per share, amounting to a total dividend of RMB490,878,350 was proposed by the Directors on March 26, 2013. The final dividend proposed after the end of the financial year has not been recognized as a liability at the end of the financial year.

Our Board declares dividends, if any, in Renminbi with respect to H Shares on a per share basis and pays such dividends in HK dollars. Any final dividend for a fiscal year is subject to shareholders' approval. Bank of New York Mellon, as depositary, converts the HK dollar dividend payments and distributes them to holders of ADSs in U.S. dollars, less expenses of conversion. Under the Company Law of the PRC and our Articles of Association, all of our shareholders have equal rights to dividends and distributions. The holders of the H Shares share proportionately on a per share basis in all dividends and other distributions declared by our Board, if any, based on the foreign exchange conversion rate published by the People's Bank of China, or PBOC, on the date of the distribution of the cash dividend.

We believe that our dividend policy strikes a balance between two important goals providing our shareholders with a competitive return on investment and assuring sufficient reinvestment of profits to enable us to achieve our strategic objectives. The declaration of dividends is subject to the discretion of our Board, which takes into account the following factors:

- our financial results;
- capital requirements;
- contractual restrictions on the payment of dividends by us to our shareholders or by our subsidiaries to us;
- our shareholders interests;
- the effect on our creditworthiness;
- general business and economic conditions; and
- other factors our Board may deem relevant.

Pursuant to PRC laws and regulations and the Articles of Association of the Company, dividends may only be distributed after allowance has been made for: (i) recovery of losses, if any, and (ii) allocations to the statutory surplus reserve. The allocation to the statutory surplus reserve is 10% of our net profit determined in accordance with PRC GAAP. Our distributable profits for the current fiscal year will be equal to our net profits determined in accordance with IFRSs, less allocations to the statutory surplus reserve.

B. Significant Changes.

No significant changes have occurred since the date of the consolidated financial statements.

ITEM 9. THE OFFER AND LISTING.

A. Offer and Listing Details.

The principal trading market for the Company's H Shares is the Hong Kong Stock Exchange, and the Company's trading code is "1055". The Company completed its initial public offering of H Shares on July 30, 1997. The ADRs, each representing 50 H Shares, have been listed for trading on the New York Stock Exchange since July 31, 1997, under the symbol "ZNH".

The principal trading market for the Company's A Shares is the Shanghai Stock Exchange with trading code of "600029". On July 25, 2003, the Company completed its initial public offering of A Shares.

Set forth below for the periods indicated are the high and low sales prices of H Shares on the Hong Kong Stock Exchange, ADRs on the New York Stock Exchange and A Shares on the Shanghai Stock Exchange.

	The Hong Kong Stock Exchange Price per H Share (HK$)		**The New York Stock Exchange Price per ADR (US$)**		**The Shanghai Stock Exchange Price per A Share (RMB)**	
	High	**Low**	**High**	**Low**	**High**	**Low**
Annual Market Prices						
Fiscal Year ended December 31, 2008	10.44	0.83	65.31	5.56	28.68	2.72
Fiscal Year ended December 31, 2009	2.99	1.14	19.45	7.09	7.22	3.28
Fiscal Year ended December 31, 2010	5.91	2.47	38.65	15.98	12.58	5.84
Fiscal Year ended December 31, 2011	5.37	3.08	35.40	20.02	10.13	4.57
Fiscal Year ended December 31, 2012	4.54	3.22	29.72	20.20	5.48	3.28
Quarterly Market Prices						
Fiscal Year ended December 31, 2011						
First Quarter	4.89	3.08	31.59	20.02	10.13	8.04
Second Quarter	4.51	3.24	28.89	20.77	9.07	7.15
Third Quarter	5.37	3.58	35.40	22.53	8.68	6.42
Fourth Quarter	4.83	3.16	31.80	21.34	6.80	4.57
Fiscal Year ended December 31, 2012						
First Quarter	4.54	3.40	29.72	22.31	5.48	4.47
Second Quarter	3.66	3.22	23.52	20.20	5.02	4.51
Third Quarter	3.90	3.25	25.40	20.93	4.77	3.28
Fourth Quarter	4.00	3.40	26.07	21.40	3.91	3.30
Monthly Market Prices						
October 2012	3.78	3.41	24.44	21.72	3.68	3.40
November 2012	3.78	3.40	24.24	21.40	3.72	3.30
December 2012	4.00	3.44	26.07	22.08	3.91	3.33
January 2013	4.67	3.89	30.00	25.35	4.18	3.79
February 2013	4.68	4.12	29.71	26.30	4.21	3.69
March 2013	4.44	4.12	28.82	26.67	3.90	3.64
April 2013 (up to April 19, 2013)	4.34	3.87	28.26	24.26	3.65	3.40

B. Plan of Distribution.

Not applicable.

C. Markets.

See "Offer and Listing Details" above.

D. Selling Shareholders.

Not applicable.

E. Dilution.

Not applicable.

F. Expenses of the Issue.

Not applicable.

ITEM 10. ADDITIONAL INFORMATION.

A. Share Capital.

Not applicable.

B. Memorandum and Articles of Association.

The following is a summary of certain provisions of our Articles of Association. As this is a summary, it does not contain all the information that may be important to you. You and your advisors should read the text of our most updated Articles of Association for further information, which is filed as an exhibit to this Annual Report.

General

The Company is registered with and has obtained a business license from the State Administration Bureau of Industry and Commerce of the People's Republic of China on March 25, 1995. On March 13, 2003, the Company obtained an approval certificate from the Ministry of Commerce to change to a permanent limited company with foreign investments.

Other Senior Administrative Officers

Pursuant to the Article 16 of the Articles of Association, other senior administrative officers of the Company refer to executive vice president, chief financial officer, the board secretary, chief economist, chief engineer, chief pilot, and chief legal adviser and chief information officer.

Objects and Purposes

Pursuant to the Article 18 of the Articles of Association, the scope of business of the Company includes: (I) provision of scheduled and non-scheduled domestic, regional and international air transportation services for passengers, cargo, mail and luggage; (II) undertaking general aviation services; (III) provision of aircraft repair and maintenance services; (IV) acting as agent for other domestic and international airlines; (V) provision of air catering services; (VI) provision of hotel business; (VII) acting as sale agent for aircraft leasing and aviation accident insurance; (VIII) engaging in other airline or airline-related business, including advertising for such services; and (IX) insurance agency business. (subject to approved of State Administration of Industry and Commerce).

Directors

Pursuant to Article 243 of the Articles of Association, where a Director of the Company is in any way, directly or indirectly, materially interested in a contract, transaction or arrangement or proposed contract, transaction or arrangement with the Company, other than his contract of service with the Company, he shall declare the nature and extent of his interests to the Board of Directors at the earliest opportunity, whether or not the contract, transaction or arrangement or proposal is otherwise subject to the approval of the Board of Directors. For the purposes of this Article, a director is deemed to be interested in a contract, transaction or agreement in which an associate of him is interested.

Pursuant to Article 173 of the Articles of Association, where a Director is interested in any resolution proposed at a board meeting, such Director shall not be present and shall not have a right to vote. Such Director shall not be counted in the quorum of the relevant meeting. Such directors also shall not vote on behalf of other directors. Board meetings may be convened by more than half of the directors who are not interested in the proposal. Resolutions of board meetings shall be passed by more than half of directors who are not interested in the proposal.

Pursuant to Article 251 of the Articles of Association, the Company shall, with the prior approval of shareholders in general meeting, enter into a contract in writing with a Director wherein his emoluments are stipulated. The aforesaid emoluments include, emoluments in respect of his service as Director, Supervisor or senior administrative officer of the Company or any subsidiary of the Company, emoluments in respect of the provision of other services in connection with the management of the affairs of the Company and any of its subsidiaries, and payment by way of compensation for loss of office, or as consideration for or in connection with his retirement from office. There is no specific provisions concerning a director's power, in the absence of an independent quorum, to vote compensation to themselves or any members of their body, other than the above Article 173 with respect to a director's voting power in matters he is materially interested.

Ordinary Shares

Pursuant to Article 26 of the Articles of Association, subject to the approval of the securities authority of the State Council, the Company may issue and offer shares to domestic investors or foreign investors for subscription. Foreign investors are those investors of foreign countries and regions of Hong Kong, Macau and Taiwan who subscribe for shares issued by the Company. Domestic investors are those investors within the territory of the PRC (excluding investors of the regions referred to in the preceding sentence) who subscribe for shares issued by the Company.

Pursuant to Article 27 of the Articles of Association, shares issued by the Company to domestic investors for subscription in Renminbi shall be referred to as “Domestic-Invested Shares”. Shares issued by the Company to foreign investors for subscription in foreign currencies shall be referred to as “Foreign-Invested Shares”. Foreign-Invested Shares which are listed overseas are called “Overseas-Listed Foreign-Invested Shares”. The foreign currencies mean the legal currencies (apart from Renminbi) of other countries or districts which are recognized by the foreign exchange control authority of the state and can be used to pay the Company for the share price.

Pursuant to Article 28 of the Articles of Association, Domestic-Invested Shares issued by the Company are called “A Shares”. Overseas-Listed Foreign-Invested Shares issued by the Company and listed in Hong Kong are called “H Shares”. H Shares are shares which have been admitted for listing on the Stock Exchange of Hong Kong Limited, the par value of which is denominated in Renminbi and which are subscribed for and traded in Hong Kong dollars. H Shares can also be listed on a stock exchange in the United States of America in the form of ADR. Shares issued by the Company, including A Shares and H Shares, are all ordinary shares.

Pursuant to Article 62 of the Articles of Association, the ordinary shareholders of the Company shall enjoy the following rights:

(1) the right to attend or appoint a proxy to attend shareholders’ general meetings and to vote thereat;

(2) the right to dividends and other distributions in proportion to the number of shares held;

(3) the right of supervisory management over the Company’s business operations, and the right to present proposals or enquiries;

(4) the right to transfer, donate or pledge his shares in accordance with laws, administrative regulations and provisions of these Articles of Association;

(5) the right of knowledge and decision making power with respect to important matters of the Company in accordance with laws, administrative regulations and these Articles of Association;

(6) the right to obtain relevant information in accordance with the provisions of these Articles of Association, including:

- (i) the right to obtain a copy of these Articles of Association, subject to payment of the cost of such copy;
- (ii) the right to inspect and copy, subject to payment of a reasonable charge;
- (iii) all parts of the register of shareholders;
  - (a) personal particulars of each of the Company’s directors, supervisors, president and other senior administrative officers, including:
    - (aa) present name and alias and any former name or alias;
    - (bb) principal address (residence);
    - (cc) nationality;
    - (dd) primary and all other part-time occupations and duties;
    - (ee) identification documents and their relevant numbers;
  - (b) state of the Company’s share capital;
  - (c) reports showing the aggregate par value, quantity, highest and lowest price paid in respect of each class of shares repurchased by the Company since the end of last accounting year and the aggregate amount paid by the Company for this purpose;
  - (d) minutes of shareholders’ general meetings; and
  - (e) interim and annual reports of the Company.

(7) in the event of the termination or liquidation of the Company, to participate in the distribution of surplus assets of the Company in accordance with the number of shares held; and

(8) other rights conferred by laws, administrative regulations and these Articles of Association.

According to Article 266, dividends shall be distributed in accordance with the proportion of shares held by shareholders.

According to Article 67 of the Articles of Association, shareholders of the company have the obligation not to withdraw their shares unless required by laws and regulations.

According to Article 37 of the Articles of Association, the Company may repurchase its issued shares under the following circumstances: (1) cancellation of shares for the reduction of its capital; (2) merging with another company that holds shares in the Company; (3) awarding its employees with shares; (4) at the request of the dissenting shareholders; and (5) other circumstances permitted by laws and administrative regulations.

According to Article 41 of the Articles of Association, unless the Company is in the course of liquidation, it must comply with the following provisions in relation to repurchase of its issued shares: (1) where the Company repurchases shares of the Company at par value, payment shall be made out of book surplus distributable profits of the Company or out of proceeds of a fresh issue of shares made for that purpose; (2) where the Company repurchases shares of the Company at a premium to its par value, payment up to the par value may be made out of the book surplus distributable profits of the Company or out of the proceeds of a fresh issue of shares made for that purpose; and (3) payment by the Company in consideration of the following shall be made out of the Company's distributable profits: (i) acquisition of rights to repurchase shares of the Company; (ii) Variation of any contract to repurchase shares of the Company; and (iii) release of any of the Company's obligation under any contract to repurchase shares of the Company.

According to Article 263 of the Articles of Association, when distributing each year's after-tax profits, the Company shall set aside 10% of such profits for the Company's statutory common reserve fund, except where the accumulated balance of the said fund has reached 50% of the Company's registered capital. After the Company has allocated its after-tax profits to the statutory common reserve fund, it may, with the approval of the shareholders by way of resolution in a shareholders' general meeting, further allocate its after-tax profits to the discretionary common reserve fund.

According to Article 67 of the Articles of Association, shareholders are not liable to make any further contribution to the share capital other than as agreed by the subscriber of the relevant shares on subscription.

The Articles of Association does not have specific provisions discriminating against any existing or prospective holder of such securities as a result of other shareholders owning a substantial number of shares.

Action Necessary to Change Rights of Shareholders

Pursuant to Article 151 of the Articles of Association, shareholders who hold different classes of shares are shareholders of different classes. The holders of the Domestic Shares and holders of Overseas Listed Foreign Shares are deemed to be shareholders of different classes.

Pursuant to Article 152 of the Articles of Association, rights conferred on any class of shareholders in the capacity of shareholders ("class rights") may not be varied or abrogated unless approved by a special resolution of shareholders in general meeting and by holders of shares of that class at a separate meeting.

Pursuant to Article 154 of the Articles of Association, shareholders of the affected class, whether or not otherwise having the right to vote at shareholders' general meetings, shall nevertheless have the right to vote at class meetings in respect of the following matters: (i) to effect an exchange of all or part of the shares of such class into shares of another class or to effect an exchange or create a right of exchange of all or part of the shares of another class into the shares of such class; (ii) to restrict the transfer or ownership of the shares of such class or add to such restriction; (iii) to restructure the Company where the proposed restructuring will result in different classes of shareholders bearing a disproportionate burden of such proposed restructuring; and (iv) to vary or abrogate the provisions of these Articles of Association. However, interested shareholder(s) shall not be entitled to vote at class meetings.

Pursuant to Article 155 of the Articles of Association, resolutions of a class of shareholders shall be passed by votes representing more than two-thirds of the voting rights of shareholders of that class represented at the relevant meeting who are entitled to vote at class meetings.

Pursuant to Article 156 of the Articles of Association, written notice of a class meeting shall be given forty-five days before the date of the class meeting to notify all of the shareholders in the share register of the class of the matters to be considered, the date and the place of the class meeting. A shareholder who intends to attend the class meeting shall deliver his written reply concerning attendance at the class meeting to the Company twenty days before the date of the class meeting. If the number of shares carrying voting rights at the meeting represented by the shareholders who intend to attend the class meeting reaches more than one half of the voting shares at the class meeting, the Company may hold the class meeting; if not, the Company shall within five (5) days notify the shareholders again by public notice of the matters to be considered, the date and the place for the class meeting. The Company may then hold the class meeting after such publication of notice.

Pursuant to Article 157 of the Articles of Association, notice of class meetings need only be served on shareholders entitled to vote thereat. Meeting of any class of shareholders shall be conducted in a manner as similar as possible to that of general meetings of shareholders. The provisions of these Articles of Association relating to the manner to conduct any shareholders' general meeting shall apply to any meeting of a class of shareholders.

Meetings of Shareholders

According to Article 78, shareholders' general meetings are divided into annual general meetings and extraordinary general meetings. Shareholders' general meetings shall be convened by the Board of Directors. Annual general meetings are held once every year and within six months from the end of the preceding financial year.

According to Article 79, under any of the following circumstances, the Board of Directors shall convene an extraordinary general meeting within two months: (1) the number of directors is less than that is required by the Company Law or two thirds of the number of directors specified in these Articles of Association; (2) the accrued losses of the Company amount to one third of the total amount of its share capital; (3) shareholder(s) individually or jointly holding 10% or more of the Company's issued and outstanding shares carrying voting rights request(s) in writing the convening of an extraordinary general meeting; (4) it is deemed necessary by the Board of Directors or requested by the supervisory committee to convene an extraordinary general meeting; (5) more than one half of the independent directors propose to convene the meeting.

According to Article 91 of the Articles of Association, notice of a shareholders' general meeting shall be given by way of announcement or by any other manner as provided in these Articles of Association (if necessary), not less than forty-five days (including forty-five days) before the date of the meeting to notify all of the shareholders in the share register of the matters to be considered, the date and the place of the meeting.

According to Article 92 of the Articles of Association, the Company shall, based on the written replies received twenty days before the date of the shareholders' general meeting from the shareholders, calculate the number of voting shares represented by the shareholders who intend to attend the meeting. If the number of voting shares represented by the shareholders who intend to attend the meeting reaches one half or more of the Company's total voting shares, the Company may hold the meeting; if not, then the Company shall within five days notify the shareholders again by public notice of the matters to be considered, the place and date for, the meeting. The Company may then hold the meeting after such publication of notice.

Limitation on Right to Own Securities

The Articles of Association does not specifically provide for the limitations on the rights to own securities by certain shareholders, however, the PRC Special Regulations on Overseas Offering and the Listing of Shares by Companies Limited by Share (the "Special Regulations") and the Mandatory Provisions for Articles of Association of Companies to be Listed Overseas (the "Mandatory Provisions") provide for different classes of shares to be subscribed for and traded by local and overseas investors respectively. Shares which can be traded by overseas investors must be in registered form and while denominated in Renminbi, they are traded in foreign currency with dividends payable in foreign currency. Local investors are prohibited from dealing in such shares.

Merger, Acquisition or Corporate Restructuring

Pursuant to Article 291 of the Articles of Association, in the event of the merger or division of the Company, a plan shall be presented by the Company's Board of Directors and shall be approved in shareholders' general meeting and the relevant examining and approving formalities shall be processed as required by law. A shareholder who objects to the plan of merger or division shall have the right to demand the Company or the shareholders who consent to the plan of merger or division to acquire that dissenting shareholder's shareholding at a fair price. The contents of the resolution of merger or division of the Company shall be made into special documents for shareholders' inspection. Such special documents shall be sent by mail to holders of Overseas-Listed Foreign-Invested Shares.

Ownership to Be Disclosed

The Articles of Association do not contain any provisions governing the ownership threshold above which shareholder ownership must be disclosed.

C. Material Contracts.

Other than such contracts as are described in our disclosure in Item 4 "Information on the Company" and Item 7 "Related Party Transactions", we have not entered into any material contracts outside the ordinary course of our business within the two years preceding the date of this annual report.

D. Exchange Controls.

Under current Chinese foreign exchange regulations, Renminbi is fully convertible for current account transactions, but is not freely convertible for capital account transactions. Current account foreign currency transactions can be undertaken without prior approval from the relevant Chinese government agencies by producing commercial documents evidencing such transactions, provided that they are processed through Chinese banks licensed to engage in foreign currency transactions. Conversion from Renminbi into a foreign currency or vice versa for purposes of capital account transactions requires prior approvals of relevant Chinese government agencies. This restriction on capital account transactions could affect the ability of the Company to acquire foreign currency for capital expenditures.

The Company is generally required by law to sell all its foreign currency revenues to Chinese banks. The Company may purchase foreign currency directly from Chinese banks for any current account transactions, such as trade transactions in its usual and normal course of business, including acquisition of aircraft, jet fuel and flight equipment (such acquisition requires approvals from the relevant Chinese government agencies). Payment of dividends by the Company to holders of the Company's H Shares and ADRs is also considered a current account transaction under Chinese law. Therefore, there is no legal restriction on the conversion of Renminbi into foreign currency for the purpose of paying dividends to such holders of H Shares and ADRs. In addition, the Company's Articles of Association require the Company to pay dividends to holders of the Company's H Shares and ADRs in foreign currency.

On July 21, 2005, the PRC government changed its policy of pegging the value of the Renminbi to the U.S. dollar so that the Renminbi is now permitted to fluctuate within a band against a basket of certain foreign currencies. On May 18, 2007, the People's Bank of China announced that the floating band of Renminbi trading prices against U.S. dollar in the inter-bank spot foreign exchange market would be permitted to rise or fall by as much as 0.5%. The floating band was subsequently expanded to 1% by the People's Bank of China, effective from April 16, 2012.

The PRC government has stated publicly that it intends to further liberalize its currency policy, which could result in a further and more significant change in the value of the Renminbi against the U.S. dollar. Any significant revaluation of the Renminbi may have a material adverse effect on the Company's financial performance, and the value of, and any dividends payable on, the Company's H Shares and ADRs in foreign currency terms.

Other Limitations

There are no limitations on the right of non-resident or foreign owners to hold or vote H Shares or ADRs imposed by Chinese law or by the Articles of Association or other constituent documents of the Company. However, under current Chinese law, foreign ownership of the Company may not exceed 49%.

E. Taxation.

Chinese Taxation

The following is a general summary of certain Chinese tax consequences of the acquisition, ownership and disposition of A Shares, H Shares and ADRs. This summary is based upon tax laws of China as in effect on the date of this Annual Report, including the income tax treaty between the United States and China (the "U.S.-PRC Tax Treaty"), all of which are subject to change or different interpretation.

In general, for Chinese tax purposes, holders of ADRs will be treated as the owners of the H Shares represented by those ADRs, and exchanges of H Shares for ADRs, and ADRs for H Shares, will not be subject to taxation under the laws of China.

This summary does not purport to address all material tax consequences for holders or prospective purchasers of A Shares, H Shares or ADRs, and does not take into account the specific circumstances of such investors. Investors should consult their own tax advisors as to Chinese or other tax consequences of the acquisition, ownership and disposition of A shares, H Shares or ADRs.

As a result of the new corporate income tax law, the statutory corporate income tax rate adopted by the Company and its subsidiaries has been changed from 33% to 25% with effect from January 1, 2008. Pursuant to new corporate income tax law, the corporate income tax rates of entities that previously enjoyed preferential tax rates of 15% have been revised to 18%, 20%, 22%, 24% and 25% for 2008, 2009, 2010, 2011 and 2012 onwards, respectively.

Dividends

The new corporate income tax law and its relevant regulations generally provide for the imposition of a withholding tax on dividends paid by a Chinese company to a non-resident enterprise at a rate of 10%.

China currently has double-taxation treaties with a number of countries, such as Australia, Canada, France, Germany, Japan, Malaysia, the Netherlands, Singapore, the United Kingdom and the United States. Under the U.S.-PRC Tax Treaty, China may tax a dividend paid by the Company to a U.S. holder up to a maximum of 10% of the gross amount of such dividend.

For individuals, Chinese tax law generally provides that an individual who receives dividends from Chinese companies is subject to a 20% individual income tax. A 50% reduction of taxable income is granted by Chinese tax law for an individual receiving dividends from a listed company on Shanghai Stock Exchange or Shenzhen Stock Exchange. As a result, the effective tax rate for dividends received by A share individual holder is 10% in 2012. Dividend income received by any foreign individual that holds overseas shares in Chinese enterprise is generally subject to individual income tax at a flat rate of 20%, subject to exemption or reduction by an applicable double-taxation treaty.

Capital Gains from Transfer or Disposition of Shares

The new corporate income tax law and its relevant regulations generally provides that a non-resident enterprise is subject to a 10% capital gains tax for the transfer or disposition of shares of a Chinese company.

For individual shareholders, Chinese tax law generally provide that an individual who transfers or otherwise disposes of a company's shares of capital stock is subject to a 20% individual income tax on the capital gain, if any. Currently, all individuals are temporarily exempt from individual income tax on transfers of shares of joint stock companies listed on Shanghai Stock Exchange or Shenzhen Stock Exchange, such as the Company. Should such temporary exemption be discontinued, such holders may be subject to a 20% individual income tax on the capital gain, if any, unless reduced by an applicable double-taxation treaty.

United States Federal Income Taxation

This discussion describes general U.S. federal income tax consequences of the purchase, ownership and disposition of the Company's ADRs. This discussion does not address any aspect of U.S. federal gift or estate tax, or the state, local or foreign tax consequences of an investment in the Company's ADRs. This discussion applies to you only if you hold and beneficially own the Company's ADRs as capital assets for tax purposes. This discussion does not apply to you if you are a member of a class of holders subject to special rules, such as:

- dealers in securities or currencies;
- traders in securities that elect to use a mark-to-market method of accounting for securities holdings;
- banks or other financial institutions;
- insurance companies;
- tax-exempt organizations, retirement plans, individual retirement accounts or tax deferred accounts;
- partnerships or other pass-through entities (including entities treated as partnerships for U.S. federal income tax purposes) or persons holding ADRs through any such entities;
- persons that hold ADRs as part of a hedge, straddle, constructive sale, conversion transaction or other integrated investment;
- persons whose functional currency for tax purposes is not the U.S. dollar;
- persons who are U.S. expatriates;
- persons liable for alternative minimum tax; or
- persons who directly, indirectly or constructively own 10% or more of the total combined voting power of all classes of the Company's shares (including ADRs) entitled to vote.

This discussion is based on the U.S. Internal Revenue Code of 1986, as amended, which is referred to in this discussion as the Code, its legislative history, existing and proposed regulations promulgated thereunder, published rulings and court decisions, all as currently in effect. These laws are subject to change, possibly on a retroactive basis. In addition, this discussion relies on the assumptions regarding the value of the Company's shares and the nature of its business over time. Finally, this discussion is based in part upon the representations of the depositary and the assumption that each obligation in the deposit agreement and any related agreement will be performed in accordance with its terms. For U.S. federal income tax purposes, as a holder of ADRs, you are treated as the owner of the underlying ordinary shares represented by such ADRs.

The discussions and comments included herein are only a general description of the tax aspects and they do not constitute a tax advice or opinion. Therefore, you should consult your own tax advisor concerning the particular U.S. federal income tax consequences to you of the purchase, ownership and disposition of the Company's ADRs, as well as the consequences to you arising under the laws of any other taxing jurisdiction.

For purposes of the U.S. federal income tax discussion below, you are a "U.S. Holder" if you beneficially own ADRs and are:

- a citizen or resident of the United States for U.S. federal income tax purposes;
- a corporation, or other entity taxable as a corporation, that was created or organized in or under the laws of the United States or any political subdivision thereof;
- an estate the income of which is subject to U.S. federal income tax regardless of its source; or

- a trust if (a) a court within the United States is able to exercise primary supervision over its administration and one or more U.S. persons have the authority to control all substantial decisions of the trust, or (b) the trust has a valid election in effect to be treated as a U.S. person.

If you are not a U.S. person, please refer to the discussion below under "Non-U.S. Holders."

U.S. Holders

Dividends on ADRs

Subject to the Passive Foreign Investment Company ("PFIC") discussion below, if the Company makes distributions and you are a U.S. Holder, the gross amount of any distributions you receive on your ADRs will generally be treated as dividend income if the distributions are made from the Company's current or accumulated earnings and profits, calculated according to U.S. federal income tax principles. Dividends will generally be subject to U.S. federal income tax as ordinary income on the day you actually or constructively receive such income. However, if you are an individual and have held your ADRs for a sufficient period of time, dividend distributions on the Company's ADRs will generally constitute qualified dividend income taxed at a preferential rate as long as the Company is not treated as a PFIC, the Company's ADRs continue to be readily tradable on the New York Stock Exchange and certain other conditions apply. You should consult your own tax adviser as to the rate of tax that will apply to you with respect to dividend distributions, if any, you receive from us.

Distributions in excess of current and accumulated earnings and profits, as determined for U.S. federal income tax purposes, will be treated as a non-taxable return of capital to the extent of your adjusted tax basis in the ADRs and thereafter as capital gain. However, the Company does not intend to maintain calculations of its earnings and profits in accordance with U.S. federal income tax principles, so each U.S. Holder should therefore assume that any distribution by the Company with respect to the ADRs will constitute ordinary dividend income. Even if you are a corporation, you will not be entitled to claim a dividends-received deduction with respect to distributions you receive from the Company. Dividends generally will constitute foreign source passive income for U.S. foreign tax credit limitation purposes. You should consult your own tax advisor to determine the foreign tax credit implications of owning ADRs.

Sales and other dispositions of ADRs

Subject to the PFIC discussion below, when you sell or otherwise dispose of the Company's ADRs, you will generally recognize capital gain or loss in an amount equal to the difference between the amount realized on the sale or other disposition and your adjusted tax basis in the ADRs, both as determined in U.S. dollars. Your adjusted tax basis will generally equal the amount you paid for the ADRs. Any gain or loss you recognize is long-term capital gain or loss if your holding period in the Company's ADRs is more than one year at the time of disposition. If you are an individual, any such long-term capital gain is eligible for preferential rates. Your ability to deduct capital losses is subject to various limitations.

Passive Foreign Investment Company

If the Company is currently or were to become a PFIC, as a U.S. Holder, you would generally be subject to adverse U.S. tax consequences, in the form of increased tax liabilities and special U.S. tax reporting requirements.

The Company will be classified as a PFIC in any taxable year if either: (1) the average value during the taxable year of its assets that produce passive income, or are held for the production of passive income, is at least 50% of the average value of its total assets for such taxable year (the "Asset Test"); or (2) 75% or more of its gross income for the taxable year is passive income (such as certain dividends, interest or royalties)(the "Income Test"). For purposes of the Asset Test: (1) any cash, cash equivalents, and cash invested in short-term, interest bearing, debt instruments, or bank deposits that is readily convertible into cash, will generally count as producing passive income or as being held for the production of passive income; and (2) the average values of the Company's passive and total assets is calculated based on its market capitalization. In the case of publicly traded corporations, fair market value must be used for purposes of applying the Asset Test. In addition, regarding the above two tests, there are complex look-through rules to consider with respect to the assets and activities of related corporations from which the Company either receives income or in which it holds an interest. More specifically, certain adjustments are made to exclude certain income received from a related party or to include income earned and assets held by a 25% or more owned subsidiary in determining whether the Company qualifies as a PFIC under the two tests. In particular: 1) passive income received from a related party is excluded if it is properly allocable to the non-passive income of the related party, and 2) if the Company owns directly or indirectly 25% or more of the stock of another corporation, the Company is treated as if it owned directly a proportionate share of that corporation's assets and income.

The Company believes that it was not a PFIC for the taxable year 2012. However, there can be no assurance that the Company will not be a PFIC for the taxable year 2013 and/or later taxable years, as PFIC status is re-tested each year and depends on the facts in such year. For example, the Company would be a PFIC for the taxable year 2012 if the sum of its average market capitalization, which is its share price multiplied by the total amount of its outstanding shares, and its liabilities over that taxable year is not more than twice the value of its cash, cash equivalents, and other assets that are readily converted into cash.

If the Company were a PFIC, you would generally be subject to additional taxes and interest charges on certain "excess distributions" the Company makes regardless of whether the Company continues to be a PFIC in the year in which you receive an "excess distribution". An "excess distribution" would be either (1) the excess amount of a distribution with respect to ADRs during a taxable year in which distributions to you exceed 125% of the average annual distributions to you over the preceding three taxable years or, if shorter, your holding period for the ADRs, or (2) 100% of the gain from the disposition of ADRs.

To compute the tax on "excess" distributions or any gain, (1) the "excess distribution" would be allocated ratably to each day in your holding period, (2) the amounts allocated to the current year and to any tax year before the first day on which the Company became a PFIC would be taxed as ordinary income in the current year, (3) the amount allocated to other taxable years would be taxable at the highest applicable marginal rate in effect for that year, and (4) an interest charge at the rate for underpayment of U.S. federal income tax for any period described under (3) above would be imposed with respect to any portion of the "excess" distribution that is allocated to such period. In addition, if the Company were a PFIC, no distribution that you receive from the Company would qualify for taxation at the preferential rate discussed in the "Dividends on ADRs" section above.

If the Company were a PFIC in any year, as a U.S. Holder, you would be required to make an annual return on IRS Form 8621 "Information Return by a Shareholder of a Passive Foreign Investment Company or a Qualified Electing Fund." However, the Company does not intend to generate, or share with you, information that you might need to properly complete IRS Form 8621. You should consult with your own tax adviser regarding reporting requirements with regard to your ADRs.

If the Company were a PFIC in any year, you would generally be able to avoid the "excess" distribution rules described above by making a timely so-called "mark-to-market" election with respect to your ADRs provided the Company's ADRs are "marketable". The Company's ADRs will be "marketable" as long as they remain regularly traded on a national securities exchange, such as the New York Stock Exchange. If you made this election in a timely fashion, you would generally recognize as ordinary income or ordinary loss the difference between the fair market value of your ADRs on the first day of any taxable year and their value on the last day of that taxable year. Any ordinary income resulting from this election would generally be taxed at ordinary income rates and would not be eligible for the reduced rate of tax applicable to qualified dividend income. Any ordinary losses would be limited to the extent of the net amount of previously included income as a result of the mark-to-market election, if any. Your basis in the ADRs would be adjusted to reflect any such income or loss. Any gains recognized on the sale or other disposition of the ADRs would be treated as ordinary income and any losses would be treated as ordinary losses (but only to the extent of the net amount of previously included income as a result of the mark-to-market election, if any). You should consult with your own tax adviser regarding potential advantages and disadvantages to you of making a "mark-to-market" election with respect to your ADRs.

Separately, if the Company were a PFIC in any year, you would be able to avoid the "excess" distribution rules by making a timely election to treat us as a so-called "Qualified Electing Fund" or "QEF". You would then generally be required to include in gross income for any taxable year (1) as ordinary income, your pro rata share of the Company's ordinary earnings for the taxable year, and (2) as long-term capital gain, your pro rata share of the Company's net capital gain for the taxable year. However, the Company does not intend to provide you with the information you would need to make or maintain a "QEF" election and you will, therefore, not be able to make or maintain such an election with respect to your ADRs.

Medicare Tax

Recently enacted legislation requires certain U.S. Holders who are individuals, estates or trusts to pay up to an additional 3.8% tax on, among other things, dividends and capital gains for tax years beginning after December 12, 2012.

Non-U.S. Holders

If you beneficially own ADRs and are not a U.S. Holder for U.S. federal income tax purposes (a "Non-U.S. Holder"), you generally will not be subject to U.S. federal income tax or U.S. withholding tax on dividends received from the Company with respect to ADRs unless that income is considered effectively connected with your conduct of a U.S. trade or business and, if an applicable income tax treaty so requires as a condition for you to be subject to U.S. federal income tax with respect to income from your ADRs, such dividends are attributable to a permanent establishment that you maintain in the United States.

You generally will not be subject to U.S. federal income tax, including withholding tax, on any gain realized upon the sale or exchange of ADRs, unless:

- that gain is effectively connected with the conduct of a U.S. trade or business and, if an applicable income tax treaty so requires as a condition for you to be subject to U.S. federal income tax with respect to income from your ADRs, such gain is attributable to a permanent establishment that you maintain in the United States; or

- you are a non-resident alien individual and are present in the United States for at least 183 days in the taxable year of the sale or other disposition and certain other conditions are met.

If you are engaged in a U.S. trade or business, unless an applicable tax treaty provides otherwise, the income from your ADRs, including dividends and the gain from the disposition of the Company's ADRs, that is effectively connected with the conduct of that trade or business will generally be subject to the rules applicable to U.S. Holders discussed above. In addition, if you are a corporation, you may be subject to an additional branch profits tax at a rate of 30% or any lower rate under an applicable tax treaty.

U.S. information reporting and backup withholding rules

In general, dividend payments with respect to the ADRs and the proceeds received on the sale or other disposition of those ADRs may be subject to information reporting to the IRS and to backup withholding (currently imposed at a rate of 28%). Backup withholding will not apply, however, if you (1) are a corporation or come within certain other exempt categories and, when required, can demonstrate that fact or (2) provide a taxpayer identification number, certify as to no loss of exemption from backup withholding and otherwise comply with the applicable backup withholding rules. To establish your status as an exempt person, you will generally be required to provide certification on IRS Form W-9, W-8BEN or W-8ECI, or an appropriate substitute, as applicable. Any amounts withheld from payments to you under the backup withholding rules will be allowed as a refund or a credit against your U.S. federal income tax liability, provided that you furnish the required information to the IRS.

HOLDERS OF THE COMPANY'S ADRS SHOULD CONSULT WITH THEIR OWN TAX ADVISORS REGARDING THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS AS WELL AS ANY TAX CONSEQUENCES RESULTING FROM PURCHASING, HOLDING OR DISPOSING OF THE ADRS, INCLUDING THE APPLICABILITY AND EFFECT OF THE TAX LAWS OF ANY STATE, LOCAL OR FOREIGN JURISDICTION AND INCLUDING ESTATE, GIFT, AND INHERITANCE LAWS.

F. Dividends and Paying Agents.

Not applicable.

G. Statement by Experts.

Not applicable.

H. Documents on Display.

The Company has filed this Annual Report on Form 20-F with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. Statements made in this Annual Report as to the contents of any document referred to are not necessarily complete. With respect to each such document filed as an exhibit to this Annual Report, reference is made to the exhibit for a more complete description of the matter involved, and each such statement shall be deemed qualified in its entirety by such reference.

The Company is subject to the informational requirements of the Exchange Act and file reports and other information with the Securities and Exchange Commission. Reports and other information which the Company filed with the Securities and Exchange Commission, including this Annual Report on Form 20-F, may be inspected and copied at the public reference room of the Securities and Exchange Commission at 450 Fifth Street N.W. Washington D.C. 20549.

You can also obtain copies of this Annual Report on Form 20-F by mail from the Public Reference Section of the Securities and Exchange Commission, 450 Fifth Street, N.W., Washington D.C. 20549, at prescribed rates. Additionally, copies of this material may be obtained from the Securities and Exchange Commission's Internet site at http://www.sec.gov. The Commission's telephone number is 1-800-SEC-0330. Copies of this material may also be obtained for the Company's website at http:// www.csair.com.

I. Subsidiary Information.

Not applicable.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

Fuel Price Fluctuation Risk

The Group's earnings are affected by changes in the price and availability of jet fuel. There are currently no effective means available to manage the Group's exposure to the fluctuations in jet fuel prices. The Group's results of operations may be significantly affected by fluctuations in fuel prices which is a significant expense for the Group. A reasonable possible increase or decrease of 10% in jet fuel price, with volume of fuel consumed and all other variables held constant, would have increased/decreased the fuel costs by approximately RMB3,740 million. The sensitivity analysis of jet fuel price risk is disclosed in Note 48 (e) to the consolidated Financial Statements.

Interest Rate Risk

The Group is subject to market risks due to fluctuations in interest rates. The majority of the Group's borrowing is in the form of long-term fixed-rate and variable-rate debts with original maturities ranging from three to twelve years . Fluctuations in interest rates can lead to significant fluctuations in the fair value of such debt instruments. From time to time, the Group may enter into interest rate swaps designed to mitigate exposure relating to interest rate risks. The sensitivity analysis of interest rate risk is disclosed in Note 48(b) to the consolidated Financial Statements.

The following table provides information regarding the Group's financial instruments that are sensitive to changes in interest rate as of December 31, 2012 and 2011:

	As of December 31, 2012 Expected Maturity Date								As of December 31, 2011	
	2013	2014	2015	2016	2017	Thereafter	Total Recorded Amount	Fair Value(2)	Total Recorded Amount	Fair Value(2)
Fixed-rate bank and other loans in US$	794	102	102	102	14	-	1,114	1,124	563	578
Average interest rate	3,66%	3.14%	3.14%	3.14%	3.14%	-				
Variable-rate bank and other loans in US$	20,569	7,170	7,599	3,718	3,075	8,043	50,174	50,174	46,497	46,497
Average interest rate	2.27%	2.23%	2.19%	2.30%	2.25%	2.26%				
Fixed-rate bank and other loans in RMB	60	-	-	-	-	-	60	60	60	60
Average interest rate	4.86%									
Variable-rate bank and other loans in RMB	476	45	223	-	-	-	744	744	703	703
Average interest rate	5.84%	5.84%	5.99%							
Fixed-rate bills payable in RMB	-	-	-	-	-	-	-	-	50	50
Average interest rate	-									

(1) These interest rates are calculated based on the year end indices.
(2) Fair value of debt instruments was estimated based on the interest rates applicable to similar debt instruments as of December 31, 2012 and 2011

Foreign Currency Exchange Risk

The Group is also exposed to foreign currency risk as a result of its aircraft and flight equipment being sourced from overseas suppliers. Specifically, the Group's foreign currency exposure relates primarily to its foreign currency long-term bank and other loans used to finance such capital expenditures and its capital commitments. Subject to certain restrictive conditions imposed by the SAFE, the Group may, from time to time, enter into foreign exchange forward option contracts to mitigate its foreign currency exposures. The sensitivity analysis of foreign currency risk is disclosed in Note 48(c) to the consolidated Financial Statements.

As of December 31, 2012, the Group operated a total of 265 aircraft under operating leases and capital leases at rates that are substantially fixed. Such leases expose the Group to market risks. However, in accordance with Item 305 of Regulation S-K, such leases have been excluded from the following market risk tables. Commitments under capital leases and operating leases are disclosed in Note 33 and Note 49 to the consolidated Financial Statements, respectively.

The following table provides information regarding the Group's material foreign currency sensitive financial instruments and capital commitments as of December 31, 2012 and 2011:

	As of December 31, 2012 Expected Maturity Date								As of December 31, 2011	
	2013	2014	2015	2016	2017	Thereafter	Total Recorded Amount	Fair Value(1)	Total Recorded Amount	Fair Value(1)
Fixed-rate bank and other loans in US$	794	102	102	102	14	-	1,114	1,124	563	578
Variable-rate bank and other loans in US$	20,569	7,170	7,599	3,718	3,075	8,043	50,174	50,174	46,497	46,497
Capital commitment in US$	23,671	19,951	14,990	6,589	6,108	-	71,309	71,309	61,250	61,250

(1) Fair value of debt instruments was estimated based on the floating interest rates applicable to similar debt instruments as of December 31, 2012 and 2011.

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES.

A. Debt Securities.

Not applicable.

B. Warrants and Rights.

Not applicable.

C. Other Securities.

Not applicable.

D. American Depositary Shares.

The Bank of New York Mellon collects its fees for delivery and surrender of ADSs directly from investors depositing shares or surrendering ADSs for the purpose of withdrawal or from intermediaries acting for them. The Bank of New York Mellon collects fees for making distributions to investors by deducting those fees from the amounts distributed or by selling a portion of distributable property to pay the fees. The Bank of New York Mellon may collect its annual fee for depositary services by deductions from cash distributions or by directly billing investors or by charging the book-entry system accounts of participants acting for them. The Bank of New York Mellon may generally refuse to provide fee-attracting services until its fees for those services are paid.

Persons depositing or withdrawing shares must pay:	For:
$5.00 (or less) per 100 ADSs (or portion of 100 ADSs)	• Issuance of ADSs, including issuances resulting from a distribution of shares or rights or other property • Cancellation of ADSs for the purpose of withdrawal, including if the deposit agreement terminates
$.02 (or less) per ADS	• Any cash distribution to ADS registered holders
A fee equivalent to the fee that would be payable if securities distributed to you had been shares and the shares had been deposited for issuance of ADSs	• Distribution of securities distributed to holders of deposited securities which are distributed by the depositary to ADS registered holders
$.02 (or less) per ADSs per calendar year	• Depositary services
Registration or transfer fees	• Transfer and registration of shares on our share register to or from the name of the depositary or its agent when you deposit or withdraw shares
Expenses of the depositary	• Cable, telex and facsimile transmissions (when expressly provided in the deposit agreement) • Converting foreign currency to U.S. dollars
Taxes and other governmental charges the depositary or the custodian have to pay on any ADS or share underlying an ADS, for example, stock transfer taxes, stamp duty or withholding taxes	• As necessary
Any charges incurred by the depositary or its agents for servicing the deposited securities	• As necessary

Fees and Payments from the Depositary to Us

In 2012, the Company received from the depositary a reimbursement of US$60,659.72, net of withholding tax, for continuing annual stock exchange listing fees and expenses incurred by the Company in connection with the administration and maintenance of the depositary receipt facility.

Indirect payments

As part of its service to the Company, the Bank of New York Mellon waived a total amount of US$130,189.10 for the standard costs associated with the administration of the ADS program in 2012.

PART II

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES.

None.

ITEM 14.MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS.

A. Material Modifications to the Instruments Defining the Rights of Security Holders.

None.

B. Material Modifications to the Rights of Registered Securities by Issuing or Modifying any other Class of Securities.

None.

C. Withdrawal or Substitution of a Material Amount of the Assets Securing any Registered Securities.

Not applicable.

D. Change of Trustees or Paying Agents for any Registered Securities.

Not applicable.

E. Use of Proceeds.

Not applicable.

ITEM 15. CONTROLS AND PROCEDURES.

Disclosure controls and procedures

Our President and Chief Financial Officer have evaluated the effectiveness of our disclosure controls and procedures (as defined in the Exchange Act Rules 13a-15(e) or 15d-15(e)), and concluded that, based on their evaluation, our disclosure controls and procedures are effective as of the end of the period covered by this Annual Report to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms, and were also effective to ensure that information required to be disclosed in the reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including our President and Chief Financial Officer, to allow timely decisions regarding required disclosure.

Management's annual report on internal control over financial reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles and includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of a company's assets, (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of consolidated financial statements in accordance with generally accepted accounting principles, and that a company's receipts and expenditures are being made only in accordance with authorizations of a company's management and directors, and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of a company's assets that could have a material effect on the consolidated financial statements. Our management has assessed the effectiveness of internal control over financial reporting based on the Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission. Our management has concluded that our internal control over financial reporting was effective as of December 31, 2012

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with policies or procedures may deteriorate.

KPMG, an independent registered public accounting firm, has audited the consolidated financial statements included in this Annual Report, and, as part of the audit, has issued a report, included herein, on the effectiveness of our internal control over financial reporting.

Attestation of the Registered Public Accounting Firm

Report of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders of
China Southern Airlines Company Limited:

We have audited the internal control over financial reporting of China Southern Airlines Company Limited (the "Company") as of December 31, 2012, based on criteria established in *Internal Control – Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, China Southern Airlines Company Limited maintained, in all material respects, effective internal control over financial reporting as of December 31, 2012, based on criteria established in *Internal Control – Integrated Framework* issued by the COSO.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated statements of financial position of China Southern Airlines Company Limited and its subsidiaries as of December 31, 2012 and 2011, and the related consolidated income statements, consolidated statements of comprehensive income, consolidated statements of changes in equity, and consolidated cash flow statements for each of the years in the three-year period ended December 31, 2012, and our report dated March 26, 2013, expressed an unqualified opinion on those consolidated financial statements.

/s/ KPMG
Hong Kong, China
March 26, 2013

Changes in internal control over financial reporting

During the year ended December 31, 2012, there have been no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT.

The Board of Directors has determined that Mr. Gong Hua Zhang qualifies as an audit committee financial expert in accordance with the terms of Item 16A of Form 20-F. Mr. Gong Hua Zhang satisfies as an "independent director" within the meaning of NYSE Manual Section 303A and meets the criteria for independence set forth in Section 10A(m)(3) of the U.S. Securities Exchange Act of 1934, as amended, or the Exchange Act, and Rule 10A-3 under the Exchange Act. See "Item 6 Directors, Senior Management and Employees — Directors and Senior Management".

ITEM 16B. CODE OF ETHICS.

We have adopted a code of ethics that applies to our principal executive officer, principal financial officer and principal accounting officer. Such code is included in the director service agreements, a form of which is incorporated by reference in this Annual Report in Exhibit 4.1. Each of the aforementioned senior corporate officers currently serves as a Director and all of our Directors are subject to the director service contracts with the Company. Pursuant to the director service agreements, among other things, Directors (i) owe fiduciary duties to the Company and shall perform their duties in compliance with applicable governmental laws, rules and regulations; (ii) shall not engage in any activities in competition with the Company's business or carry out any activities detrimental to the interests of the Company; and (iii) shall be held liable for any loss or injury incurred to the Company as a result of such Director's violation of applicable laws and regulations.

ITEM 16C. PRINCIPAL ACCOUNTING FEES AND SERVICES.

The following table sets forth the aggregate audit fees, audit-related fees and tax fees of our principal accountants and all other fees billed for products and services provided by our principal accountants other than the audit fees, audit-related fees and tax fees for each of the fiscal years 2011 and 2012:

	Audit Fees	Audit-Related Fees	Tax Fees	Other Fees
		RMB (in million)		
2011	9.0	3.0	0.3	0.7
2012	9.2	4.0	0.5	0.7

Audit-related Fees

Review of the Group's 2011 interim financial report prepared under IFRSs and 2012 interim financial report prepared under IFRSs.

Tax Fees

Services provided primarily consist of tax compliance services.

Other Fees

Provision of services in respect of work on statement of working capital sufficiency, indebtedness statement and profit forecast as required by Hong Kong Listing Rules, and other assurance and advisory services.

Before our principal accountants were engaged by the Company or our subsidiaries to render the audit or non-audit services, the engagements were approved by our Audit Committee.

ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEE

Not applicable.

ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS.

None.

ITEM 16F. CHANGES IN REGISTRANT'S CERTIFYING ACCOUNTANT.

On March 26, 2013, the board of the directors of the Company resolved, as recommended by our audit committee, to propose to change our principal accountants, KPMG, after the completion of their audit of our consolidated financial statements as of and for the year ended December 31, 2012 and the effectiveness of internal control over financial reporting as of December 31, 2012 and to appoint PricewaterhouseCoopers Zhong Tian CPAs Limited (to be renamed as PricewaterhouseCoopers Zhong Tian LLP), or PwC as our new principal accountants effective upon the approval by the shareholders of the Company at the forthcoming annual general meeting. Such change in our principal accountants is due to the relevant requirements issued by the State-Owned Assets Supervision and Administration Commission of the PRC. According to the relevant requirements, if the service term of the external auditor appointed by the state-owned enterprises to continuously undertake financial auditing work exceeds the prescribed time limit, such auditor needs to be changed. In this connection, the Company, a listed company controlled by a stated-owned enterprise, will not reappoint KPMG as our principal accountants at the forthcoming annual general meeting.

The audit reports of KPMG on our consolidated financial statements as of and for the fiscal years ended December 31, 2011 and 2012 contain no adverse opinion or disclaimer of opinion, and were not qualified or modified as to uncertainty, audit scope, or accounting principles.

During the two fiscal years ended December 31, 2011 and 2012 and through April 26, 2013, there have been no disagreements with KPMG on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which disagreements if not resolved to the satisfaction of KPMG, would have caused them to make reference to the subject matter of the disagreements in connection with their report, nor have there been any reportable events (as defined in Item 16F(a)(1)(v) of Form 20-F). We have provided a copy of the foregoing disclosure to KPMG and requested that KPMG furnish a letter addressed to the SEC stating whether or not KPMG agrees with such disclosure. A copy of the letter from KPMG addressed to SEC, dated April 26, 2013, is filed as Exhibit 15.1 to this Form 20-F.

During the two most recent fiscal years and through April 26, 2013, neither we nor any person on our behalf consulted PwC regarding either (i) the application of accounting principles to a specific transaction, either completed or proposed; or the type of audit opinion that might be rendered on our financial statements, or (ii) any matter that was either the subject of a "disagreement" (as defined in Item 16F(a)(1)(iv) of Form 20-F and related instructions to Item 16-F of Form 20-F) with PwC or a "reportable event" (as defined in Item 16F(a)(1)(v) of Form 20-F). Also, during the two most recent fiscal years and through April 26, 2013, we have not obtained any written report or oral advice that PwC concluded was an important factor considered by us in reaching a decision as to the accounting, auditing or financial reporting issue.

ITEM 16G. CORPORATE GOVERNANCE.

Set out below is a summary of any significant ways in which the Company's corporate governance practices differ from those followed by domestic companies under the listing standards of the New York Stock Exchange ("NYSE"):

NYSE corporate governance rules	**The Company's governance practices**
Director Independence	
A listed company must have a majority of independent directors on its board of directors. No director qualifies as "independent" unless the board of directors affirmatively determines that the director has no material relationship with the listed company (either directly or as a partner, shareholder or officer of an organization that has a relationship with the company). In addition, a director must meet certain standards to be deemed independent. For example, a director is not independent if the director is, or has been within the last three years, an employee of the listed company, or if the director has received, during any twelve-month period within the last three years, more than US$120,000 in direct compensation from the listed company, other than director and committee fees and pension or other forms of deferred compensation for prior service (provided such compensation is not contingent in any way on continued service).	The Company has complied with the relevant Chinese corporate governance rules and has implemented internal rules governing the independence and responsibilities of independent directors. The Company determines the independence of independent directors every year.
Executive Sessions	
The non-management directors of each listed company must meet at regularly scheduled executive sessions without management.	No similar requirements.
Nominating/Corporate Governance Committee	
Listed companies must have a nominating/corporate governance committee composed entirely of independent directors. The nominating/corporate governance committee must have a written charter that addresses the committee's purposes and responsibilities which, at minimum, must be to: identify individuals qualified to become board members, consistent with criteria approved by the board, and to select, or to recommend that the board select, the director nominees for the next annual meeting of shareholders; develop and recommend to the board a set of corporate governance guidelines applicable to the corporation; and oversee the evaluation of the board and management, and evaluate the performance of the committee every year.	The Company has established a nominating committee. As of December 31, 2012, the Nomination Committee consists of three members, Si Xian Min, Wei Jin Cai (Independent non-executive Director) and Gong Hua Zhang (Independent non-executive Director). Mr. Si Xian Min was appointed as the chairman of the Nomination Committee on December 29, 2012. The responsibilities of the Nomination Committee are to make recommendations to the Board in respect of the size and composition of the Board based on the operational activities, assets and shareholding structure of the Company; study the selection criteria and procedures of directors and executives and give advice to the Board; identify qualified candidates for directors and executives; investigate and propose candidates for directors and managers and other senior management members to the Board.
Compensation Committee	
Listed companies must have a compensation committee composed entirely of independent directors. The written charter of the compensation committee must state, at least, the following purposes and responsibilities:	The Company has established a remuneration committee consisting of three members. As of December 31, 2012, the remuneration committee is chaired by independent non-executive Director Ning Xiang Dong with independent non-executive Director Gong Hua Zhang and non-executive Director Wang Quan Hua as members.
(1) review and approve the corporate goals associated with CEO's compensation, evaluate the performance of the CEO in fulfilling these goals, and based on such evaluation determine and approve the CEO's compensation level; (2) make recommendations to the board with respect to non-CEO executive officer compensation, and incentive-compensation and equity-based plans that are subject to board approval; (3) produce a committee report on executive compensation as required by the SEC to be included in the annual proxy statement or annual report filed with the SEC.	The responsibilities are similar to those stipulated by the NYSE rules, but the committee is not required to produce a report on the executive compensation or make an annual performance evaluation of the committee. The responsibilities of the remuneration committee are to approve the remuneration packages of Directors and senior management of the Group, and the Company's "preliminary proposals on annual emoluments of the directors and senior management of the Group". The remuneration committee is also responsible for assessing performance of executive director and approving the terms of executive directors' service contracts.

NYSE corporate governance rules	The Company's governance practices
The charter must also include the requirement for an annual performance evaluation of the compensation committee.	
Audit Committee	
Listed companies must have an audit committee that satisfies the requirements of Rule 10A-3 of Exchange Act. It must have a minimum of three members, and all audit committee members must satisfy the requirements for independence set forth in Section 303A.02 of NYSE Corporate Governance Rules as well as the requirements of Rule 10A-3b (1) of the Exchange Act.	The Board of Directors of the Company has established an audit committee that satisfies relevant domestic requirements and the audit committee has a written charter. As of December 31, 2012, the Audit Committee consists of three members, Mr. Ning Xiang Dong, Wei Jin Cai and Gong Hua Zhang, with Gong Hua Zhang being the Chairman of the Audit Committee.
The written charter of the audit committee must specify that the purpose of the audit committee is to assist the board oversight of the integrity of financial statements, the company's compliance with legal and regulatory requirements, qualifications and independence of independent auditors and the performance of the listed company's internal audit function and independent auditors.	The responsibilities of the audit committee are similar to those stipulated by the NYSE rules, but according to the domestic practices, the Company is not required to make an annual performance evaluation of the audit committee and the audit committee is not required to prepare an audit report to be included in the Company's annual proxy statement.
The written charter must also require the audit committee to prepare an audit committee report as required by the SEC to be included in the listed company's annual proxy statement as well as an annual performance evaluation of the audit committee.	
Shareholder Approval of Equity Compensation Plans	
Shareholders must be given the opportunity to vote on equity-compensation plans and material revisions thereto, except for employment incentive plans, certain awards and plans in the context of mergers and acquisitions.	The relevant regulations of China require the board of directors to propose plans and types of director compensation for the shareholders' meeting to approve. The compensation plan of executive officers is subject to approval by the board and disclosed to the public upon the approval of the board of directors. The approval of director compensation and compensation plan of executive officers of the Company satisfies relevant domestic requirements.
Corporate Governance Guidelines	
Listed companies must adopt and disclose corporate governance guidelines, involving director qualification standards, director responsibilities, director access to management and , as necessary and appropriate, independent advisors, director compensation, director orientation continuing education, management succession and annual performance evaluation of the board of directors, etc.	CSRC has issued the Corporate Governance Rules, with which the Company has complied.
Certification Requirements	
Each listed company CEO must certify to the NYSE each year that he or she is not aware of any violation by the company of NYSE corporate governance listing standards and he or she must promptly notify the NYSE in writing of any material non-compliance with any applicable provisions of Section 303A.	There are no similar requirements under the domestic corporate governance rules in China.
Each listed company must submit an executed Written Affirmation annually to the NYSE. In addition, each listed company must submit an interim Written Affirmation as and when required by the interim Written Affirmation form specified by the NYSE.	

ITEM 16. MINE SAFETY DISCLOSURE.

Not applicable.

ITEM 17. FINANCIAL STATEMENTS.

We have elected to provide the financial statements and related information specified in Item 18 in lieu of Item 17.

ITEM 18. FINANCIAL STATEMENTS.

See F-pages following Item 19.

ITEM 19. EXHIBITS.

Index to Exhibits

Exhibit No.	Description of Exhibit
1.1	Restated and Amended Articles of Association of China Southern Airlines Company Limited (as amended) (English translation)(1)
2.1	Specimen Certificate for the H Shares
2.2	Form of Deposit Agreement among the Registrant, The Bank of New York, as depositary, and Owners and Beneficial Owners from time to time of American Depositary Shares evidenced by American Depositary Receipt issued thereunder, including the form of American Depositary Receipt(2)
4.1	Form of Director's Service Agreement(3)
4.2	Form of Non-executive Director's Service Agreement(4)
4.3	Aircraft Acquisition Agreement entered into by and between the Company and Boeing on February 28, 2012(5)
4.4	Aircraft Acquisition Agreement entered into by and between Xiamen Airlines and Boeing on August 8, 2012*
4.5	Aircraft Acquisition Agreement entered into by and between the Company and Airbus S.A.S. on December 5, 2012*
4.6	Land Lease Contract and Tenancy Contract entered into by and between the Company and CSAHC on February 14, 2011
4.7	Asset Lease Agreement entered into by and between the Company and CSAHC on September 25, 2012
4.8	Tenancy Contract entered into by and between the Company and CSAHC in relation to certain fragmented leases located in various locations on September 25, 2012
4.9	Lease Agreement of Nanyang Base Assets entered into by and between the Company and CSAHC on January 24, 2013
4.10	Trademark License Agreement entered into by and between the Company and CSAHC on May 22, 1997(6)
4.11	A Share subscription agreement entered into by and between the Company and CSAHC on June 11, 2012
4.12	Supplemental Agreement to the financial service framework agreement entered into by and between the Company and CSAHC regarding revising each of the Cap in relation to the Provision of Deposit Services and the annual cap for the Provision of the Loan Services on March 16, 2012
8.1	Subsidiaries of China Southern Airlines Company Limited (as of the date of the report)

11.1	Code of Ethics (included in Exhibit 4.1)
12.1	Section 302 Certification of President
12.2	Section 302 Certification of Chief Financial Officer
13.1	Section 906 Certification of President
13.2	Section 906 Certification of Chief Financial Officer
15.1	Letter from KPMG regarding Item 16F of this Annual Report

* Portions of this document have been omitted pursuant to a confidential treatment request, and the full, unredacted document has been separately submitted to the Securities and Exchange Commission with a confidential treatment request.

(1) Incorporated by reference to the Exhibit 99.5 to our Form 6-K (File No. 001-14600) filed with the Securities and Exchange Commission on January 24, 2013.

(2) Incorporated by reference to our Registration Statement on Form F-6 (File No. 333-07116), filed with the Securities and Exchange Commission on August 7, 2012.

(3) Incorporated by reference to the Exhibit 4.1 to our Form 20-F (File No. 001-14660) for the year ended December 31, 2005 filed with the Securities and Exchange Commission on June 30, 2006

(4) Incorporated by reference to the Exhibit 4.2 to our Form 20-F (File No. 001-14660) for the year ended December 31, 2005 filed with the Securities and Exchange Commission on June 30, 2006

(5) Incorporated by reference to the Exhibit 4.5 to our Form 20-F (File No. 001-14660) for the year ended December 31, 2011 filed with the Securities and Exchange Commission on April 27, 2012.

(6) Incorporated by reference to the Exhibit 4.10 to our Form 20-F (File No. 001-14660) for the year ended December 31, 2008 filed with the Securities and Exchange Commission on June 25, 2009.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

CHINA SOUTHERN AIRLINES COMPANY LIMITED

/s/ Si Xian Min

Name: Si Xian Min

Title: Chairman of the Board of Directors

Date: April 26, 2013

**CHINA SOUTHERN AIRLINES COMPANY LIMITED
AND SUBSIDIARIES**

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Shareholders of
China Southern Airlines Company Limited

We have audited the accompanying consolidated statements of financial position of China Southern Airlines Company Limited (the "Company") and its subsidiaries (collectively, the "Group") as of December 31, 2012 and 2011, and the related consolidated income statements, consolidated statements of comprehensive income, consolidated statements of changes in equity, and consolidated cash flow statements for each of the years in the three-year period ended December 31, 2012. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statements presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of China Southern Airlines Company Limited and its subsidiaries as of December 31, 2012 and 2011, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2012, in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of December 31, 2012, based on criteria established in *Internal Control-Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated March 26, 2013 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

/s/ KPMG

Hong Kong, China

March 26, 2013

Consolidated income statements for the years ended
December 31, 2012, 2011 and 2010

(Prepared in accordance with International Financial Reporting Standards)

(Expressed in Renminbi)

	Note	*2012* RMB million	*2011* RMB million	*2010* RMB million
Operating revenue				
Traffic revenue	4	96,100	87,252	74,140
Other operating revenue	5	3,414	3,143	2,355
Total operating revenue		99,514	90,395	76,495
Operating expenses				
Flight operations	6	54,690	48,344	38,593
Maintenance	7	7,971	7,531	5,586
Aircraft and traffic servicing	8	14,072	12,337	10,968
Promotion and sales	9	7,134	6,568	5,555
General and administrative	10	2,425	2,807	2,266
Impairment on property, plant and equipment		-	584	212
Depreciation and amortization	11	8,264	7,689	7,065
Others		1,321	1,203	444
Total operating expenses		95,877	87,063	70,689
Other net income	13	1,462	1,021	476
Operating profit		5,099	4,353	6,282
Interest income		235	179	93
Interest expense	14	(1,376)	(1,067)	(1,265)
Share of associates' results	22	317	456	56
Share of jointly controlled entities' results	23	121	125	112
Exchange gain, net		267	2,755	1,746
Other non-operating income	15	75	129	1,065
Profit before taxation		4,738	6,930	8,089
Income tax	17	(954)	(840)	(1,677)
Profit for the year		3,784	6,090	6,412

Consolidated income statements for the years ended

December 31, 2012, 2011 and 2010 (continued)

(Prepared in accordance with International Financial Reporting Standards)

(Expressed in Renminbi)

	Note	*2012* RMB million	*2011* RMB million	*2010* RMB million
Attributable to:				
Equity shareholders of the Company		2,619	5,110	5,792
Non-controlling interests		1,165	980	620
Profit for the year		3,784	6,090	6,412
Earnings per share				
Basic and diluted	19	RMB 0.27	RMB 0.52	RMB 0.70

The notes on pages F-12 to F-93 form part of these consolidated financial statements.

Consolidated statements of comprehensive income for the years ended December 31, 2012, 2011 and 2010

(Prepared in accordance with International Financial Reporting Standards)
(Expressed in Renminbi)

	Note	*2012* RMB million	*2011* RMB million	*2010* RMB million
Profit for the year		3,784	6,090	6,412
Other comprehensive income for the year (after tax and reclassification adjustments):				
Available-for-sale securities:				
net movement in the fair value reserve	18	4	(12)	(15)
Total comprehensive income for the year		3,788	6,078	6,397
Attributable to:				
Equity shareholders of the Company		2,622	5,100	5,786
Non-controlling interests		1,166	978	611
Total comprehensive income for the year		3,788	6,078	6,397

The notes on pages F-12 to F-93 form part of these consolidated financial statements.

Consolidated statements of financial position at December 31, 2012 and 2011
(Prepared in accordance with International Financial Reporting Standards)
(Expressed in Renminbi)

	Note	*2012* RMB million	*2011* RMB million
Non-current assets			
Property, plant and equipment, net	20	100,040	87,711
Construction in progress	21	18,689	15,940
Lease prepayments		2,198	1,932
Interest in associates	22	1,033	746
Interest in jointly controlled entities	23	1,103	985
Other investments in equity securities	24	160	166
Lease deposits		672	583
Available-for-sale equity securities	25	69	64
Deferred tax assets	26	1,223	1,300
Other assets	27	480	500
		125,667	109,927
Current assets			
Inventories	28	1,708	1,618
Trade receivables	29	1,853	2,147
Other receivables	30	2,139	4,988
Prepaid expenses and other current assets		758	630
Amounts due from related companies	36	247	167
Pledged bank deposits	32(g)	-	72
Cash and cash equivalents	31	10,082	9,863
		16,787	19,485
Current liabilities			
Bank and other loans	32	21,899	18,789
Obligations under finance leases	33	2,494	1,784
Trade payables	34	1,825	2,847
Sales in advance of carriage		4,854	5,299
Deferred revenue	35	1,201	907
Current taxation		346	871
Amounts due to related companies	36	308	122
Accrued expenses	37	11,800	9,480
Other liabilities	38	4,004	4,314
		48,731	44,413
Net current liabilities	48	(31,944)	(24,928)
Total assets less current liabilities		93,723	84,999

Consolidated statements of financial position at December 31, 2012 and 2011 (continued)
(Prepared in accordance with International Financial Reporting Standards)
(Expressed in Renminbi)

	Note	*2012* RMB million	*2011* RMB million
Non-current liabilities and deferred items			
Bank and other loans	32	30,196	29,037
Obligations under finance leases	33	19,371	14,053
Deferred revenue	35	1,649	1,178
Provision for major overhauls	39	902	1,178
Provision for early retirement benefits	40	66	89
Deferred benefits and gains	41	1,011	1,058
Deferred tax liabilities	26	794	629
		53,989	47,222
Net assets		39,734	37,777
Capital and reserves			
Share capital	42	9,818	9,818
Reserves	43	23,021	22,357
Total equity attributable to equity shareholders of the Company		32,839	32,175
Non-controlling interests		6,895	5,602
Total equity		39,734	37,777

The notes on pages F-12 to F-93 form part of these consolidated financial statements.

Consolidated statements of changes in equity for the years ended December 31, 2012, 2011 and 2010

(Prepared in accordance with International Financial Reporting Standards)
(Expressed in Renminbi)

	Attributable to equity shareholders of the Company							
	Share capital RMB million	*Share premium RMB million*	*Fair value reserve RMB million*	*Other reserves RMB million (Note (a))*	*(Accumulated losses) / retained profits RMB million*	*Total RMB million*	*Non-controlling interests RMB million*	*Total equity RMB million*
Balance at January 1, 2010	8,003	5,121	37	754	(3,458)	10,457	2,911	13,368
Changes in equity for 2010:								
Profit for the year	-	-	-	-	5,792	5,792	620	6,412
Other comprehensive income	-	-	(6)	-	-	(6)	(9)	(15)
Total comprehensive income	-	-	(6)	-	5,792	5,786	611	6,397
Issuance of shares	1,815	8,757	-	-	-	10,572	-	10,572
Decrease in non-controlling interest as a result of loss of control of a subsidiary	-	-	-	-	-	-	(2)	(2)
Distributions to non-controlling interests	-	-	-	-	-	-	(6)	(6)
Acquisition of non-controlling interests in a subsidiary	-	-	-	-	-	-	(15)	(15)
Government contributions	-	-	-	2	-	2	-	2
Balance at December 31, 2010 and January 1, 2011	9,818	13,878	31	756	2,334	26,817	3,499	30,316
Changes in equity for 2011:								
Profit for the year	-	-	-	-	5,110	5,110	980	6,090
Other comprehensive income	-	-	(10)	-	-	(10)	(2)	(12)
Total comprehensive income	-	-	(10)	-	5,110	5,100	978	6,078
Appropriations to reserves	-	-	-	321	(321)	-	-	-
Distributions to non-controlling interests	-	-	-	-	-	-	(122)	(122)
Capital injection into a subsidiary by a third party (Note (b))	-	253	-	-	-	253	1,207	1,460
Capital injection from a non-controlling interest of a subsidiary (Note (c))	-	-	-	-	-	-	40	40
Share of an associate's reserves movement	-	-	-	5	-	5	-	5
Balance at December 31, 2011 and January 1, 2012	9,818	14,131	21	1,082	7,123	32,175	5,602	37,777

Consolidated statements of changes in equity for the years ended December 31, 2012, 2011 and 2010 (continued)
(Prepared in accordance with International Financial Reporting Standards)
(Expressed in Renminbi)

	Attributable to equity shareholders of the Company							
	Share capital RMB million	*Share premium RMB million*	*Fair value reserve RMB million*	*Other reserves RMB million (Note (a))*	*(Accumulated losses) / retained profits RMB million*	*Total RMB million*	*Non-controlling interests RMB million*	*Total equity RMB million*
Balance at December 31, 2011 and January 1, 2012	9,818	14,131	21	1,082	7,123	32,175	5,602	37,777
Changes in equity for 2012:								
Profit for the year	-	-	-	-	2,619	2,619	1,165	3,784
Other comprehensive income	-	-	3	-	-	3	1	4
Total comprehensive income	-	-	3	-	2,619	2,622	1,166	3,788
Appropriations to reserves	-	-	-	132	(132)	-	-	-
Dividends approved in respect of the previous year (Note 43(b))	-	-	-	-	(1,964)	(1,964)	-	(1,964)
Acquisition of non-controlling interests in a subsidiary (Note 47(b))	-	-	-	-	(6)	(6)	(11)	(17)
Capital injection from the non- controlling shareholder of a subsidiary (Note (d))	-	-	-	-	-	-	140	140
Government contributions (Note 43(c))	-	-	-	10	-	10	10	20
Distributions to non-controlling interests	-	-	-	-	-	-	(12)	(12)
Share of an associate's reserves movement	-	-	-	2	-	2	-	2
Balance at December 31, 2012	9,818	14,131	24	1,226	7,640	32,839	6,895	39,734

Note (a): Other reserves represent statutory surplus reserve, discretionary surplus reserve and others. Details are set out in Note 43.

Note (b): On December 20, 2010, the Company, Xiamen Jianfa Group Co., Ltd. ("Xiamen Jianfa"), a non-controlling interest of Xiamen Airlines Company Limited ("Xiamen Airlines"), and Hebei Aviation Investment Group Corporation Limited ("Hebei Investment") entered into an agreement. Pursuant to the agreement, Hebei Investment agreed to inject cash of RMB1,460 million into Xiamen Airlines for 15% equity interests in Xiamen Airlines. In March 2011, the capital injection was received in full and the Company's equity interest in Xiamen Airlines was diluted from 60% to 51%. Xiamen Airlines remains a subsidiary of the Company.

Note (c): Pursuant to an agreement entered into by the equity holders of Guizhou Airlines Company Limited ("Guizhou Airlines"), a subsidiary of the Company, in May 2011, the equity holders of Guizhou Airlines agreed to further inject capital of RMB300 million into Guizhou Airlines by the end of 2013 pari passu based on their existing equity percentages. The Company and the non-controlling interest holder injected RMB60 million and RMB40 million, respectively into Guizhou Airlines in 2011.

Note (d): On May 31, 2012, the Board of the Company approved the plan for the increase in registered capital in Xiamen Airlines, pursuant to which, the registered capital of Xiamen Airlines increased from RMB3 billion to RMB5 billion. The Company, Xiamen Jianfa and Hebei Investment converted their portions of reserves and retained earnings in Xiamen Airlines that amounted to RMB1,020 million, RMB680 million and RMB160 million, respectively into the share capital of Xiamen Airlines. Hebei Investment made further capital injection of RMB140 million in cash. As a result, the percentage of equity interests held by the three parties in Xiamen Airlines remains unchanged before and after the capital injection.

The notes on pages F-12 to F-93 form part of these consolidated financial statements.

Consolidated cash flow statements for the years ended December 31, 2012, 2011 and 2010

(Prepared in accordance with International Financial Reporting Standards)

(Expressed in Renminbi)

	Note	*2012* RMB million	*2011* RMB million	*2010* RMB million
Operating activities				
Cash generated from operating activities	31(b)	14,475	16,187	13,024
Interest received		224	176	84
Interest paid		(1,758)	(1,235)	(1,473)
Income tax paid		(1,237)	(2,571)	(193)
Net cash from operating activities		11,704	12,557	11,442
Investing activities				
Proceeds from disposal of property, plant and equipment and lease prepayments		522	1,531	364
Proceeds from sale of a jointly controlled entity		-	-	1,607
Net cash settlement of derivative financial instruments		-	(12)	(61)
Dividends received from associates		77	53	-
Dividends received from a jointly controlled entity		-	3	10
Dividends received from other investments	24/25	12	10	13
Loans repaid by an associate		2	4	4
Payment for lease deposits		(101)	(78)	(16)
Payment for purchase of available-for-sale equity securities		-	-	(5)
Payment for wealth management products		(1,100)	(28,650)	-
Refund of lease deposits		10	12	19
Proceeds from maturity of wealth management products		4,100	25,150	-
Capital expenditures		(15,733)	(20,038)	(13,469)
Capital injection in an associate		-	(37)	-
Interest received on wealth management products		53	95	-
Disposal / deemed disposal of a subsidiary and other	47(b)	5	-	(34)
Net cash used in investing activities		(12,153)	(21,957)	(11,568)

Consolidated cash flow statements for the years ended December 31, 2012, 2011 and 2010 (continued)
(Prepared in accordance with International Financial Reporting Standards)
(Expressed in Renminbi)

	Note	*2012* RMB million	*2011* RMB million	*2010* RMB million
Financing activities				
Proceeds from issue of shares		-	-	10,572
Dividends paid to equity shareholders of the Company	43(b)	(1,964)	-	-
Proceeds from bank and other loans		31,940	19,395	22,100
Repayment of bank and other loans		(27,533)	(10,141)	(24,976)
Repayment of principal under finance lease obligations		(1,978)	(1,702)	(1,505)
Capital contribution received from government		20	-	2
Capital injection from the non-controlling shareholder of a subsidiary		140	1,500	-
Dividends paid to non-controlling interests		(12)	(121)	(6)
Payment for purchase of non-controlling interest		(17)	-	-
Withdrawal / (placement) of pledged bank deposits	32(g)	72	(72)	-
Net cash from financing activities		668	8,859	6,187
Net increase / (decrease) in cash and cash equivalents		219	(541)	6,061
Cash and cash equivalents at January 1		9,863	10,404	4,343
Cash and cash equivalents at December 31		10,082	9,863	10,404

The notes on pages F-12 to F-93 form part of these consolidated financial statements.

1 Reporting entity

China Southern Airlines Company Limited (the "Company") and its subsidiaries (the "Group") are principally engaged in the provision of domestic, Hong Kong, Macau and Taiwan and international passenger, cargo and mail airline services.

The Company was established in the People's Republic of China (the "PRC" or "China") on March 25, 1995 as a joint stock limited company as part of the reorganization of the Company's holding company, China Southern Air Holding Company ("CSAHC"). CSAHC is a state-owned enterprise under the supervision of the PRC central government.

The Company's H Shares and American Depositary Receipts ("ADR") (each ADR representing 50 H shares) have been listed on The Stock Exchange of Hong Kong Limited and the New York Stock Exchange, respectively since July 1997. In July 2003, the Company issued 1,000,000,000 A shares which are listed on the Shanghai Stock Exchange.

The 2007 bonus share issue of 2,187,089,000 shares, by the conversion of share premium to share capital, was implemented in August 2008.

On August 20, 2009 and August 21, 2009, the Company issued 721,150,000 A shares to CSAHC and 721,150,000 H shares to Nan Lung Holding Limited ("Nan Lung"), a wholly-owned subsidiary of CSAHC, respectively.

On October 29, 2010, the Company issued 123,900,000 A shares and 1,377,600,000 A shares to CSAHC and certain third party investors, respectively. On November 1, 2010, the Company issued 312,500,000 H shares to Nan Lung.

The share capital of the Company comprised 7,022,650,000 A shares and 2,794,917,000 H shares as of December 31, 2012.

2 Significant accounting policies

(a) Statement of compliance

These financial statements have been prepared in accordance with all applicable International Financial Reporting Standards ("IFRSs"), which collective term includes all applicable individual IFRSs, International Accounting Standards ("IASs") and Interpretations issued by the International Accounting Standards Board (the "IASB").

The IASB has issued certain amendments to IFRSs that are first effective for the current accounting period of the Group and the Company. Note 3 provides information on any changes in accounting policies resulting from initial application of these developments to the extent that they are relevant to the Group for the current and prior accounting periods reflected in these consolidated financial statements.

2 Significant accounting policies (continued)

(b) Basis of preparation of the consolidated financial statements

At December 31, 2012, the Group's current liabilities exceeded its current assets by RMB31,944 million, which includes bank and other loans repayable within one year of RMB21,899 million. In preparing the consolidated financial statements, the directors have considered the Group's sources of liquidity and believe that adequate funding is available to fulfill the Group's short-term obligations and capital expenditure requirements. Accordingly, the consolidated financial statements have been prepared on a basis that the Group will be able to continue as a going concern. Further details are set out in Note 48(a).

The consolidated financial statements for the year ended December 31, 2012 comprise the Company and its subsidiaries and the Group's interest in associates and jointly controlled entities.

The measurement basis used in the preparation of the consolidated financial statements is the historical cost basis except that the following assets and liabilities are stated at their fair value as explained in the accounting policies set out below:

- Derivative financial instruments (Note 2(g)); and

- Available-for-sale equity securities (Note 2(f)).

The preparation of consolidated financial statements in conformity with IFRSs requires management to make judgments, estimates and assumptions that affect the application of policies and reported amounts of assets, liabilities, income and expenses. The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances, the results of which form the basis of making the judgments about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

The estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the period in which the estimate is revised if the revision affects only that period, or in the period of the revision and future periods if the revision affects both current and future periods.

Judgments made by management in the application of IFRSs that have significant effect on the financial statements and major sources of estimation uncertainty are discussed in Note 53.

(c) Subsidiaries and non-controlling interests

Subsidiaries are entities controlled by the Group. Control exists when the Group has the power to govern the financial and operating policies of an entity so as to obtain benefits from its activities. In assessing control, potential voting rights that presently are exercisable are taken into account.

An investment in a subsidiary is consolidated into the consolidated financial statements from the date that control commences until the date that control ceases. Intra-group balances and transactions and any unrealized profits arising from intra-group transactions are eliminated in full in preparing the consolidated financial statements. Unrealized losses resulting from intra-group transactions are eliminated in the same way as unrealized gains but only to the extent that there is no evidence of impairment.

2 Significant accounting policies (continued)

(c) Subsidiaries and non-controlling interests (continued)

Non-controlling interests represent the equity in a subsidiary not attributable directly or indirectly to the Company, and in respect of which the Group has not agreed any additional terms with the holders of those interests which would result in the Group as a whole having a contractual obligation in respect of those interests that meets the definition of a financial liability. For each business combination, the Group measures non-controlling interests at their proportionate share of the subsidiary's net identifiable assets.

Non-controlling interests are presented in the consolidated statement of financial position within equity, separately from equity attributable to the equity shareholders of the Company. Non-controlling interests in the results of the Group are presented on the face of the consolidated income statement and the consolidated statement of comprehensive income as an allocation of the total profit or loss and total comprehensive income for the year between non-controlling interests and the equity shareholders of the Company. Loans from holders of non-controlling interests and other contractual obligations towards these holders are presented as financial liabilities in accordance with Notes 2(o) or (p) depending on the nature of the liability.

Changes in the Group's interests in a subsidiary that do not result in a loss of control are accounted for as equity transactions, whereby adjustments are made to the amounts of controlling and non-controlling interests within consolidated equity to reflect the change in relative interests, but no adjustments are made to goodwill and no gain or loss is recognized.

When the Group loses control of a subsidiary, it is accounted for as a disposal of the entire interest in that subsidiary, with a resulting gain or loss being recognized in the consolidated income statement. Any interest retained in that former subsidiary at the date when control is lost is recognized at fair value and this amount is regarded as the fair value on initial recognition of a financial asset (Note 2(f)) or, when appropriate, the cost on initial recognition of an investment in an associate or jointly controlled entity (Note 2(d)).

(d) Associates and jointly controlled entities

An associate is an entity in which the Group or the Company has significant influence, but not control or joint control, over its management, including participation in the financial and operating policy decisions.

A jointly controlled entity is an entity which operates under a contractual arrangement between the Group or the Company and other parties, where the contractual arrangement establishes that the Group or the Company and one or more of the other parties share joint control over the economic activities of the entity.

2 Significant accounting policies (continued)

(d) Associates and jointly controlled entities (continued)

An investment in an associate or a jointly controlled entity is accounted for in the consolidated financial statements under the equity method and is initially recorded at cost, adjusted for any excess of the Group's share of the acquisition-date fair values of the investee's identifiable net assets over the cost of the investment (if any). Thereafter, the investment is adjusted for the post acquisition change in the Group's share of the investee's net assets and any impairment loss relating to the investment (Notes 2(e) and (l)). The Group's share of the post-acquisition, post-tax results of the investees, adjusted for any acquisition-date excess over cost and any impairment losses for the year are recognized in the consolidated income statement, whereas the Group's share of the post-acquisition post-tax items of the investees' other comprehensive income is recognized in the consolidated statement of comprehensive income.

When the Group's share of losses exceeds its interest in the associate or the jointly controlled entity, the Group's interest is reduced to nil and recognition of further losses is discontinued except to the extent that the Group has incurred legal or constructive obligations or made payments on behalf of the investee. For this purpose, the Group's interest is the carrying amount of the investment under the equity method together with the Group's long-term interests that in substance form part of the Group's net investment in the associate or the jointly controlled entity.

Unrealized profits and losses resulting from transactions between the Group and its associates and jointly controlled entities are eliminated to the extent of the Group's interest in the investee, except where unrealized losses provide evidence of an impairment of the asset transferred, in which case they are recognized immediately in the consolidated income statement.

When the Group ceases to have significant influence over an associate or joint control over a jointly controlled entity, it is accounted for as a disposal of the entire interest in that investee, with a resulting gain or loss being recognized in the consolidated income statement. Any interest retained in that former investee at the date when significant influence or joint control is lost is recognized at fair value and this amount is regarded as the fair value on initial recognition of a financial asset.

(e) Goodwill

Goodwill represents the excess of

(i) the aggregate of the fair value of the consideration transferred, the amount of any non-controlling interest in the acquiree and the fair value of the Group's previously held equity interest in the acquiree; over

(ii) the Group's interest in the net fair value of the acquiree's identifiable assets and liabilities measured as at the acquisition date.

When (ii) is greater than (i), then this excess is recognized immediately in the consolidated income statement as a gain on a bargain purchase.

2 Significant accounting policies (continued)

(e) Goodwill (continued)

Goodwill is stated at cost less accumulated impairment losses. Goodwill arising on a business combination is allocated to each cash-generating unit, or groups of cash generating units, that is expected to benefit from the synergies of the combination and is tested annually for impairment (Note 2(l)).

(f) Other investments in equity securities

The Group's policies for investments in equity securities, other than investments in subsidiaries, associates and jointly controlled entities, are as follows:

Investments in equity securities are initially stated at fair value, which is their transaction price unless fair value can be more reliably estimated using valuation techniques whose variables include only data from observable markets. Cost includes attributable transaction costs, except where indicated otherwise below. These investments are subsequently accounted for as follows, depending on their classification:

Available-for-sale equity securities are those non-derivative financial assets that are designated as available for sale. At the end of each financial year the fair value is remeasured, with any resultant gain or loss being recognized in other comprehensive income and accumulated separately in equity in the fair value reserve. Dividend income from these investments is recognized in the consolidated income statement in accordance with the policy set out in Note 2(v)(iv). When these investments are derecognized or impaired (Note 2(l)), the cumulative gain or loss is reclassified from equity to profit or loss.

The Group's other investments in equity securities represent unlisted equity securities of companies established in the PRC. These securities do not have a quoted market price in an active market and their fair values cannot be reliably measured. Accordingly, they are recognized in the consolidated statement of financial position at cost less impairment losses (Note 2(l)).

Investments are recognized / derecognized on the date the Group commits to purchase / sell the investments or they expire.

(g) Derivative financial instruments

Derivative financial instruments are recognized initially at fair value. At the end of each financial year the fair value is remeasured. The gain or loss on remeasurement to fair value is recognized immediately in the consolidated income statement.

2 Significant accounting policies (continued)

(h) Property, plant and equipment

(i) Investment property

Investment properties are land and / or buildings which are owned or held under leasehold interest (Note 2(j)) to earn rental income and / or for capital appreciation.

Investment properties are stated at cost, less accumulated depreciation and impairment losses (Note 2(l)). Depreciation is calculated to write off the cost of items of investment property, less their estimated residual value, if any, using the straight line method over their estimated useful lives. Rental income from investment properties is accounted for as described in Note 2(v)(iii).

(ii) Other property, plant and equipment

Property, plant and equipment are stated at cost less accumulated depreciation and impairment losses (Note 2(l)).

The cost of self-constructed items of property, plant and equipment includes the cost of materials, direct labor, the initial estimate, where relevant, of the costs of dismantling and removing the items and restoring the site on which they are located, and an appropriate proportion of production overheads and borrowing costs (Note 2(y)).

Gains or losses arising from the retirement or disposal of an item of property, plant and equipment are determined as the difference between the net disposal proceeds and the carrying amount of the item and are recognized in the consolidated income statement on the date of retirement or disposal.

Depreciation is calculated to write off the cost of items of property, plant and equipment, less their estimated residual value, if any, using the straight line method over their estimated useful lives as follows:

Buildings	5 to 35 years
Owned and leased aircraft	15 to 20 years
Other flight equipment	
- Jet engines	15 to 20 years
- Others, including rotable spares	3 to 15 years
Machinery and equipment	4 to 10 years
Vehicles	6 to 8 years

Where parts of an item of property, plant and equipment have different useful lives, the cost of the item is allocated on a reasonable basis between the parts and each part is depreciated separately. Both the useful life of an asset and its residual value, if any, are reviewed annually.

2 Significant accounting policies (continued)

(i) Construction in progress

Construction in progress represents office buildings, various infrastructure projects under construction and equipment pending for installation, and is stated at cost less impairment losses (Note 2(l)). Capitalization of these costs ceases and the construction in progress is transferred to property, plant and equipment when the asset is substantially ready for its intended use, notwithstanding any delay in the issue of the relevant commissioning certificates by the relevant PRC authorities.

No depreciation is provided in respect of construction in progress.

(j) Leased assets

An arrangement, comprising a transaction or a series of transactions, is or contains a lease if the Group determines that the arrangement conveys a right to use a specific asset or assets for an agreed period of time in return for a payment or a series of payments. Such a determination is made based on an evaluation of the substance of the arrangement and is regardless of whether the arrangement takes the legal form of a lease.

(i) Classification of assets leased to the Group

Assets that are held by the Group under leases which transfer to the Group substantially all the risks and rewards of ownership are classified as being held under finance leases. Leases which do not transfer substantially all the risks and rewards of ownership to the Group are classified as operating leases, except for land held for own use under an operating lease, the fair value of which cannot be measured separately from the fair value of a building situated thereon at the inception of the lease, is accounted for as being held under a finance lease, unless the building is also clearly held under an operating lease. For these purposes, the inception of the lease is the time that the lease was first entered into by the Group, or taken over from the previous lessee.

(ii) Assets acquired under finance leases

Where the Group acquires the use of assets under finance leases, the amounts representing the fair value of the leased asset, or, if lower, the present value of the minimum lease payments, of such assets are included in property, plant and equipment and the corresponding liabilities, net of finance charges, are recorded as obligations under finance leases. Depreciation is provided at rates which write off the cost or valuation of the assets over the term of the relevant lease or, where it is likely the Group will obtain ownership of the asset, the life of the asset, as set out in Note 2(h)(ii). Impairment losses are accounted for in accordance with the accounting policy as set out in Note 2(l). Finance charges implicit in the lease payments are charged to the consolidated income statement over the period of the leases so as to produce an approximately constant periodic rate of charge on the remaining balance of the obligations for each accounting period. Contingent rentals are charged to the consolidated income statement in the accounting period in which they are incurred.

2 Significant accounting policies (continued)

(j) Leased assets (continued)

(iii) Operating lease charges

Where the Group has the use of assets held under operating leases, payments made under the leases are charged to the consolidated income statement in equal installments over the accounting periods covered by the lease term, except where an alternative basis is more representative of the pattern of benefits to be derived from the leased asset. Lease incentives received are recognized in the consolidated income statement as an integral part of the aggregate net lease payments made. Contingent rentals are charged to the consolidated income statement in the accounting period in which they are incurred.

The cost of acquiring land held under an operating lease is amortized on a straight-line basis over the respective periods of lease terms which range from 30 to 70 years.

(iv) Sale and leaseback transactions

Gains or losses on aircraft sale and leaseback transactions which result in finance leases are deferred and amortized over the terms of the related leases.

Gains or losses on aircraft sale and leaseback transactions which result in operating leases are recognized immediately if the transactions are established at fair value. If the sale price is below fair value then the gain or loss is recognized immediately. However, if a loss is compensated for by future rentals at a below-market price, then the loss is deferred and amortized over the period that the aircraft is expected to be used. If the sale price is above fair value, then any gain is deferred and amortized over the useful life of the assets.

(k) Deferred expenditure

Lump sum housing benefits payable to employees of the Group are deferred and amortized on a straight-line basis over a period of 10 years, which represents the benefit vesting period of the employees.

Deferred expenditure is stated at cost less impairment losses (Note 2(l)).

(l) Impairment of assets

(i) Impairment of investments in equity securities and other receivables

Investments in equity securities and other current and non-current receivables that are stated at cost or amortized cost or are classified as available-for-sale equity securities are reviewed at the end of each financial year to determine whether there is objective evidence of impairment. Objective evidence of impairment includes observable data that comes to the attention of the Group about one or more of the following loss events:

- significant financial difficulty of the debtor;
- a breach of contract, such as a default or delinquency in interest or principal payments;
- it becoming probable that the debtor will enter bankruptcy or other financial reorganization;

2 Significant accounting policies (continued)

(l) Impairment of assets (continued)

(i) Impairment of investments in equity securities and other receivables (continued)

- significant changes in the technological, market, economic or legal environment that have an adverse effect on the debtor; and
- a significant or prolonged declined in the fair value of an investment in an equity instrument below its cost.

If any such evidence exists, any impairment loss is determined and recognized as follows:

- For investments in subsidiaries, associates and jointly controlled entities (including those recognized using the equity method (Note 2(d)), the impairment loss is measured by comparing the recoverable amount of the investment with its carrying amount in accordance with Note 2(l)(ii). The impairment loss is reversed if there has been a favorable change in the estimates used to determine the recoverable amount in accordance with Note 2(l)(ii).
- For unquoted equity securities carried at cost, the impairment loss is measured as the difference between the carrying amount of the financial asset and the estimated future cash flows, discounted at the current market rate of return for a similar financial asset where the effect of discounting is material. Impairment losses for equity securities carried at cost are not reversed.
- For trade and other current receivables and other financial assets carried at amortized cost, the impairment loss is measured as the difference between the asset's carrying amount and the present value of estimated future cash flows, discounted at the financial asset's original effective interest rate (i.e. the effective interest rate computed at initial recognition of these assets), where the effect of discounting is material. This assessment is made collectively where these financial assets share similar risk characteristics, such as similar past due status, and have not been individually assessed as impaired. Future cash flows for financial assets which are assessed for impairment collectively are based on historical loss experience for assets with credit risk characteristics similar to the collective group.

  If in a subsequent period the amount of an impairment loss decreases and the decrease can be linked objectively to an event occurring after the impairment loss was recognized, the impairment loss is reversed through profit or loss. A reversal of an impairment loss shall not result in the asset's carrying amount exceeding that which would have been determined had no impairment loss been recognized in prior years.
- For available-for-sale securities, the cumulative loss that has been recognized in the fair value reserve is reclassified to profit or loss. The amount of the cumulative loss that is recognized in the consolidated income statement is the difference between the acquisition cost (net of any principal repayment and amortization) and current fair value, less any impairment loss on that asset previously recognized in the consolidated income statement.

2 Significant accounting policies (continued)

(l) Impairment of assets (continued)

(i) Impairment of investments in equity securities and other receivables (continued)

Impairment losses recognized in the consolidated income statement in respect of available-for-sale equity securities are not reversed through profit or loss. Any subsequent increase in the fair value of such assets is recognized directly in other comprehensive income.

Impairment losses are written off against the corresponding asset directly, except for impairment losses recognized in respect of trade and other receivables, whose recovery is considered doubtful but not remote. In this case, the impairment losses for doubtful debts are recorded using an allowance account. When the Group is satisfied that recovery is remote, the amount considered irrecoverable is written off against trade and other receivables directly and any amounts held in the allowance account relating to that debt are reversed. Subsequent recoveries of amounts previously charged to the allowance account are reversed against the allowance account. Other changes in the allowance account and subsequent recoveries of amounts previously written off directly are recognized in the consolidated income statement.

(ii) Impairment of other assets

Internal and external sources of information are reviewed at the end of each financial year to identify indications that the following assets may be impaired or, except in the case of goodwill, an impairment loss previously recognized no longer exists or may have decreased:

- Property, plant and equipment;
- Construction in progress;
- Lease deposits;
- Lease prepayments;
- Other assets; and
- Goodwill.

If any such indication exists, the asset's recoverable amount is estimated. The recoverable amount of goodwill is estimated annually whether or not there is any indication of impairment.

- Calculation of recoverable amount

The recoverable amount of an asset is the greater of its fair value less costs to sell and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. Where an asset does not generate cash inflows largely independent of those from other assets, the recoverable amount is determined for the smallest group of assets that generates cash inflows independently (i.e. a cash-generating unit)

2 Significant accounting policies (continued)

(l) Impairment of assets (continued)

(ii) Impairment of other assets (continued)

- Recognition of impairment losses

  An impairment loss is recognized in the consolidated income statement if the carrying amount of an asset, or the cash-generating unit to which it belongs, exceeds its recoverable amount. Impairment losses recognized in respect of cash-generating units are allocated first to reduce the carrying amount of any goodwill allocated to the cash-generating unit (or group of units) and then, to reduce the carrying amount of the other assets in the unit (or group of units) on a pro rata basis, except that the carrying value of an asset will not be reduced below its individual fair value less costs to sell, or value in use, if determinable.

- Reversals of impairment losses

  In respect of assets other than goodwill, an impairment loss is reversed if there has been a favorable change in the estimates used to determine the recoverable amount. An impairment loss in respect of goodwill is not reversed.

  A reversal of an impairment loss is limited to the asset's carrying amount that would have been determined had no impairment loss been recognized in prior years. Reversals of impairment losses are credited to the consolidated income statement in the year in which the reversals are recognized.

(iii) Interim financial reporting and impairment

The Group prepared an interim financial report in compliance with IAS 34, *Interim financial reporting*, in respect of the first six months of the financial year. At the end of the interim period, the Group applies the same impairment testing, recognition, and reversal criteria as it would at the end of the financial year (Notes 2(l)(i) and (ii)).

Impairment losses recognized in an interim period in respect of goodwill, available-for-sale equity securities and unquoted equity securities carried at cost are not reversed in a subsequent period. This is the case even if no loss, or a smaller loss, would have been recognized had the impairment been assessed only at the end of the financial year to which the interim period relates. Consequently, if the fair value of an available-for-sale equity security increases in the remainder of the annual period, or in any other period subsequently, the increase is recognized in other comprehensive income and not profit or loss.

(m) Inventories

Inventories, which consist primarily of expendable spare parts and supplies, are stated at cost less any applicable provision for obsolescence, and are charged to the consolidated income statement when used in operations. Cost represents the average unit cost.

Inventories held for sale or disposal are carried at the lower of cost and net realizable value. Net realizable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

2 Significant accounting policies (continued)

(m) Inventories (continued)

When inventories are sold, the carrying amount of those inventories is recognized as an expense in the period in which the related revenue is recognized. The amount of any write-down of inventories to net realizable value and all losses of inventories are recognized as an expense in the period the write-down or loss occurs. The amount of any reversal of any write-down of inventories is recognized as a reduction in the amount of inventories recognized as an expense in the period in which the reversal occurs.

(n) Trade and other receivables

Trade and other receivables are initially recognized at fair value and thereafter stated at amortized cost less allowance for impairment of doubtful debts (Note 2(l)), except where the effect of discounting would be immaterial. In such cases, the receivables are stated at cost less allowance for impairment of bad and doubtful debts.

(o) Interest-bearing borrowings

Interest-bearing borrowings are recognized initially at fair value less attributable transaction costs. Subsequent to initial recognition, interest-bearing borrowings are stated at amortized cost with any difference between the amount initially recognized and redemption value being recognized in the consolidated income statement over the period of the borrowings, together with any interest and fees payable, using the effective interest method.

(p) Trade and other payables

Trade and other payables are initially recognized at fair value. Except for financial guarantee liabilities measured in accordance with Note 2(r)(i), trade and other payables are subsequently stated at amortized cost unless the effect of discounting would be immaterial, in which case they are stated at cost.

(q) Cash and cash equivalents

Cash and cash equivalents comprise cash at bank and on hand, demand deposits with banks and other financial institutions, and short-term, highly liquid investments that are readily convertible into known amounts of cash and which are subject to an insignificant risk of changes in value, having been generally within three months of maturity at acquisition. Bank overdrafts that are repayable on demand and form an integral part of the Group’s cash management are also included as a component of cash and cash equivalents for the purpose of the consolidated cash flow statement.

(r) Financial guarantees issued, provisions and contingent liabilities

(i) Financial guarantees issued

Financial guarantees are contracts that require the issuer (i.e. the guarantor) to make specified payments to reimburse the beneficiary of the guarantee (the “holder”) for a loss the holder incurs because a specified debtor fails to make payment when due in accordance with the terms of a debt instrument.

2 Significant accounting policies (continued)

(r) Financial guarantees issued, provisions and contingent liabilities (continued)

(i) Financial guarantees issued (continued)

Where the Group issues a financial guarantee, the fair value of the guarantee (being the transaction price, unless the fair value can otherwise be reliably estimated) is initially recognized as deferred income within trade and other payables.

The amount of the guarantee initially recognized as deferred income is amortized in the consolidated income statement over the term of the guarantee as income from financial guarantees issued. In addition, provisions are recognized in accordance with Note 2(r)(ii) if and when (i) it becomes probable that the holder of the guarantee will call upon the Group under the guarantee, and (ii) the amount of that claim on the Group is expected to exceed the amount currently carried in trade and other payables in respect of that guarantee i.e. the amount initially recognized, less accumulated amortization.

(ii) Provision and contingent liabilities

Provisions are recognized for other liabilities of uncertain timing or amount when the Group has a legal or constructive obligation arising as a result of a past event, it is probable that an outflow of economic benefits will be required to settle the obligation and a reliable estimate can be made. Where the time value of money is material, provisions are stated at the present value of the expenditures expected to settle the obligation.

Where it is not probable that an outflow of economic benefits will be required, or the amount cannot be estimated reliably, the obligation is disclosed as a contingent liability, unless the probability of outflow of economic benefits is remote. Possible obligations, whose existence will only be confirmed by the occurrence or non-occurrence of one or more future events are also disclosed as contingent liabilities unless the probability of outflow of economic benefits is remote.

(s) Defeasance of long-term liabilities

Where long-term liabilities have been defeased by the placement of security deposits, those liabilities and deposits (and income and charge arising therefrom) are netted off in order to reflect the overall commercial effect of the arrangements. Such netting off has been effected where a right is held by the Group to insist on net settlement of the liability and deposit including in all situations of default and where that right is assured beyond doubt.

(t) Deferred benefits and gains

In connection with the acquisitions or leases of certain aircraft and engines, the Group receives various credits. Such credits are deferred until the aircraft and engines are delivered, at which time they are either applied as a reduction of the cost of acquiring the aircraft and engines, resulting in a reduction of future depreciation, or amortized as a reduction of rental expense for aircraft and engines under operating leases.

2 Significant accounting policies (continued)

(u) Income tax

Income tax for the year comprises current tax and movements in deferred tax assets and liabilities. Current tax and movements in deferred tax assets and liabilities are recognized in the consolidated income statement except to the extent that they relate to items recognized in other comprehensive income or directly in equity, in which case the relevant amounts of tax are recognized in other comprehensive income or directly in equity, respectively.

Current tax is the expected tax payable on the taxable income for the year, using tax rates enacted or substantively enacted at the end of the financial year, and any adjustment to tax payable in respect of previous years.

Deferred tax assets and liabilities arise from deductible and taxable temporary differences respectively, being the differences between the carrying amounts of assets and liabilities for financial reporting purposes and their tax bases. Deferred tax assets also arise from unused tax losses and unused tax credits.

Apart from certain limited exceptions, all deferred tax liabilities, and all deferred tax assets to the extent that it is probable that future taxable profits will be available against which the asset can be utilized, are recognized. Future taxable profits that may support the recognition of deferred tax assets arising from deductible temporary differences include those that will arise from the reversal of existing taxable temporary differences, provided those differences relate to the same taxation authority and the same taxable entity, and are expected to reverse either in the same period as the expected reversal of the deductible temporary difference or in periods into which a tax loss arising from the deferred tax asset can be carried back or forward. The same criteria are adopted when determining whether existing taxable temporary differences support the recognition of deferred tax assets arising from unused tax losses and credits, that is, those differences are taken into account if they relate to the same taxation authority and the same taxable entity, and are expected to reverse in a period, or periods, in which the tax loss or credit can be utilized.

The limited exception to the recognition of deferred tax assets and liabilities are those temporary differences arising from goodwill not deductible for tax purposes, the initial recognition of assets or liabilities that affect neither accounting nor taxable profit (provided they are not part of a business combination), and temporary differences relating to investments in subsidiaries to the extent that, in the case of taxable differences, the Group controls the timing of the reversal and it is probable that the differences will not reverse in the foreseeable future, or in the case of deductible differences, unless it is probable that they will reverse in the future.

The amount of deferred tax recognized is measured based on the expected manner of realization or settlement of the carrying amount of the assets and liabilities, using tax rates enacted or substantively enacted at the end of the financial year. Deferred tax assets and liabilities are not discounted.

The carrying amount of a deferred tax asset is reviewed at the end of each financial year and is reduced to the extent that it is no longer probable that sufficient taxable profits will be available to allow the related tax benefit to be utilized. Any such reduction is reversed to the extent that it becomes probable that sufficient taxable profits will be available.

2 Significant accounting policies (continued)

(u) Income tax (continued)

Current tax balances and deferred tax balances, and movements therein, are presented separately from each other and are not offset. Current tax assets are offset against current tax liabilities, and deferred tax assets against deferred tax liabilities, if the Company or the Group has the legally enforceable right to set off current tax assets against current tax liabilities and the following additional conditions are met:

- in the case of current tax assets and liabilities, the Company or the Group intends either to settle on a net basis, or to realize the asset and settle the liability simultaneously; or
- in the case of deferred tax assets and liabilities, if they relate to income taxes levied by the same taxation authority on either:
    - the same taxable entity; or
    - different taxable entities, which, in each future period in which significant amounts of deferred tax liabilities or assets are expected to be settled or recovered, intend to realize the current tax assets and settle the current tax liabilities on a net basis or realize and settle simultaneously.

(v) Revenue recognition

Revenue is measured at the fair value of the consideration received or receivable. Provided it is probable that the economic benefits will flow to the Group and the revenue and costs, if applicable, can be measured reliably, revenue is recognized in the consolidated income statement as follows:

(i) Passenger, cargo and mail revenues

Passenger revenue is recognized at the fair value of the consideration received when the transportation is provided or when an unused ticket expires rather than a ticket is sold. Ticket sales for transportation not yet provided are included in current liabilities as sales in advance of carriage.

Cargo and mail revenues are recognized when the transportation is provided.

Revenues from airline-related business are recognized when services are rendered. Revenue is stated net of sales tax.

(ii) Frequent flyer revenue

The Group maintains two frequent flyer award programs, namely, the China Southern Airlines Sky Pearl Club and the Xiamen Airlines' Egret Card Frequent Flyer Program, which provide travel and other awards to members based on accumulated mileages.

Amount received in relation to mileage earning flights is allocated, based on fair value, between the flight and mileages earned by members of the Group's frequent flyer award programs. The value attributed to the awarded mileages is deferred as a liability, within deferred revenue, until the mileages are redeemed or expired.

Amount received from third parties for the issue of mileages under the frequent flyer award programs is also deferred as a liability, within deferred revenue.

2 Significant accounting policies (continued)

(v) Revenue recognition (continued)

(ii) Frequent flyer revenue (continued)

As members of the frequent flyer award programs redeem mileages for an award, revenue is recorded in the consolidated income statement. Revenue in relation to flight awards is recognized when the transportation is provided. Revenue in relation to non-flight rewards is recognized at the point of redemption where non-flight rewards are selected.

(iii) Rental income receivable under operating leases is recognized in the consolidated income statement in equal installments over the periods covered by the lease term, except where an alternative basis is more representative of the pattern of benefits to be derived from the use of the leased asset. Lease incentives granted are recognized in the consolidated income statement as an integral part of the aggregate net lease payments receivables. Contingent rentals are recognized as income in the accounting period in which they are earned.

(iv) Dividends

- Dividend income from unlisted investments is recognized when the shareholder's right to receive payment is established.

- Dividend income from listed investments is recognized when the share price of the investment goes ex-dividend.

(v) Government grants are recognized in the consolidated statement of financial position initially when there is reasonable assurance that they will be received and that the Group will comply with the conditions attaching to them. Grants that compensate the Group for expenses incurred are recognized as revenue in the consolidated income statement on a systematic basis in the same periods in which the expenses are incurred. Grants that compensate the Group for the cost of an asset are deducted from the carrying amount of the asset and consequently are effectively recognized in the consolidated income statement over the useful life of the asset by way of reduced depreciation expense.

(vi) Interest income is recognized as it accrues using the effective interest method.

(w) Traffic commissions

Traffic commissions are expensed in the consolidated income statement when the transportation is provided and the related revenue is recognized. Traffic commissions for transportation not yet provided are recorded on the consolidated statement of financial position as prepaid expense.

(x) Maintenance and overhaul costs

Routine maintenance, repairs and overhauls are charged to the consolidated income statement as and when incurred.

2 Significant accounting policies (continued)

(x) Maintenance and overhaul costs (continued)

In respect of owned and finance leased aircraft, components within the aircraft subject to replacement during major overhauls are depreciated over the average expected life between major overhauls. When each major overhaul is performed, its cost is recognized in the carrying amount of property, plant and equipment and is depreciated over the estimated period between major overhauls. Any remaining carrying amount of cost of previous major overhaul is derecognized and charged to the consolidated income statement.

In respect of aircraft held under operating leases, the Group has responsibility to fulfill certain return conditions under relevant lease agreements. In order to fulfill these return conditions, major overhauls are required to be conducted on a regular basis. Accordingly, estimated costs of major overhauls are accrued and charged to the consolidated income statement over the estimated period between overhauls. After the aircraft has completed its last overhaul cycle prior to being returned, expected cost of overhaul to be incurred at the end of the lease is estimated and accrued over the remaining period of the lease. Differences between the estimated costs and the actual costs of overhauls are charged to the consolidated income statement in the period when the overhaul is performed.

(y) Borrowing costs

Borrowing costs that are directly attributable to the acquisition, construction or production of an asset which necessarily takes a substantial period of time to get ready for its intended use are capitalized as part of the cost of that asset. Other borrowing costs are expensed in the period in which they are incurred.

The capitalization of borrowing costs as part of the cost of a qualifying asset commences when expenditure for the asset is being incurred, borrowing costs are being incurred and activities that are necessary to prepare the asset for its intended use are in progress. Capitalization of borrowing costs is suspended or ceases when substantially all the activities necessary to prepare the qualifying asset for its intended use are interrupted or complete.

(z) Employee benefits

(i) Short term employee benefits and contributions to defined contribution retirement schemes

Salaries, annual bonuses and contributions to defined contribution retirement schemes are accrued in the year in which the associated services are rendered by employees. Where payment or settlement is deferred and the effect would be material, these amounts are stated at their present values.

(ii) Termination benefits

Termination benefits are recognized when, and only when, the Group demonstrably commits itself to terminate employment or to provide benefits as a result of voluntary redundancy by having a detailed formal plan which is without realistic possibility of withdrawal.

2 Significant accounting policies (continued)

(z) Employee benefits (continued)

(iii) Share-based payment

The fair value of the amount payable to employee in respect of share appreciation rights (“SARs”), which are settled in cash, is recognized as an expense with a corresponding increase in liabilities, over the vesting period. The liability is remeasured at each reporting date and at settlement date. Any changes in the fair value of the liability are recognized as staff cost in the consolidated income statement.

(aa) Translation of foreign currencies

Foreign currencies transactions during the year are translated into Renminbi at the applicable rates of exchange quoted by the People’s Bank of China (“PBOC”) prevailing at the transaction dates. Monetary assets and liabilities denominated in foreign currencies are translated into Renminbi at the PBOC exchange rates prevailing at the end of the financial year. Exchange gains and losses are recognized in the consolidated income statement.

Non-monetary assets and liabilities that are measured in terms of historical cost in a foreign currency are translated into Renminbi at the PBOC exchange rates prevailing at the transaction dates. Non-monetary assets and liabilities denominated in foreign currencies that are stated at fair value are translated into Renminbi at the PBOC exchange rates prevailing at the dates the fair value was determined.

(bb) Related parties

(a) A person, or a close member of that person’s family, is related to the Group if that person:

- (i) has control or joint control over the Group;
- (ii) has significant influence over the Group; or
- (iii) is a member of the key management personnel of the Group or the Group’s parent.

(b) An entity is related to the Group if any of the following conditions applies:

- (i) The entity and the Group are members of the same group (which means that each parent, subsidiary and fellow subsidiary is related to the others).
- (ii) One entity is an associate or joint venture of the other entity (or an associate or joint venture of a member of a group of which the other entity is a member).
- (iii) Both entities are joint ventures of the same third party.
- (iv) One entity is a joint venture of a third entity and the other entity is an associate of the third entity.
- (v) The entity is a post-employment benefit plan for the benefit of employees of either the Group or an entity related to the Group.
- (vi) The entity is controlled or jointly controlled by a person identified in (a).
- (vii) A person identified in (a)(i) has significant influence over the entity or is a member of the key management personnel of the entity (or of a parent of the entity).

2 Significant accounting policies (continued)

(bb) Related parties (continued)

Close members of the family of a person are those family members who may be expected to influence, or be influenced by, that person in their dealings with the entity.

(cc) Segmental reporting

Operating segments, and the amounts of each segment item reported in the consolidated financial statements, are identified from the financial information provided regularly to the Group's most senior executive management, who is the chief operating decision maker, for the purposes of allocating resources to, and assessing the performance of, the Group's various lines of business and geographical locations.

Individually material operating segments are not aggregated for financial reporting purposes unless the segments have similar economic characteristics and are similar in respect of the nature of products and services, the nature of production processes, the type or class of customers, the methods used to distribute the products or provide the services, and the nature of the regulatory environment. Operating segments which are not individually material may be aggregated if they share a majority of these criteria.

3 Changes in accounting policies

The IASB has issued certain amendments to IFRSs that are first effective for the current accounting period of the Group. Of these, Amendments to IFRS 7, *Financial instruments: Disclosures – Transfers of financial assets* are relevant to the Group's consolidated financial statements. The amendments to IFRS 7 require certain disclosures to be included in the consolidated financial statements in respect of all transferred financial assets that are not derecognized in their entirety and for any continuing involvement in transferred assets that are derecognized in their entirety, irrespective of when the related transfer transaction occurred. However, an entity need not provide the disclosures for the comparative period in the first year of adoption. The Group did not have any significant transfers of financial assets in previous periods or the current period which require disclosure in the current accounting period under the amendments.

The Group has not applied any new standard or interpretation that is not yet effective for the current accounting period.

4 Traffic revenue

	2012 RMB million	*2011* RMB million	*2010* RMB million
Passenger	77,937	71,435	64,308
Cargo and mail	4,785	4,118	4,249
Fuel surcharge income	13,378	11,699	5,583
	96,100	87,252	74,140

4 Traffic revenue (continued)

Pursuant to various sales tax rules and regulations, the Group is required to pay sales tax (mainly including business tax) to national and local tax authorities at the rate of approximately 3% of the traffic revenue in respect of domestic flights and international, Hong Kong, Macau and Taiwan flights.

Pursuant to the "Notice of exemption of business tax on international traffic revenue" issued jointly by the PRC Ministry of Finance ("MoF") and the State Administration of Taxation ("SAT") in 2010, the Group is exempted from business tax on international, including Hong Kong, Macau and Taiwan, traffic revenue from January 1, 2010.

Pursuant to the "Notice of exemption of business tax on fuel surcharge for airline companies" issued jointly by the MoF and the SAT, the Group is exempted from business tax on fuel surcharge income received during the period from January 1, 2008 to December 31, 2010.

Pursuant to Cai Shui [2012] No. 71 jointly issued by the MoF and the SAT on July 31, 2012, the pilot program regarding the transition from business tax to Value Added Tax ("VAT") was launched in certain provinces since November 1, 2012, including Guangdong and Fujian. Under this pilot program, the traffic revenue and the other revenues, including ground service income, cargo handling income and others, generated in locations that fall into the scope of this pilot program are subjected to VAT levied at rates of 17%, 11% or 6% from November 1, 2012; while the revenue generated in other locations continue to be subject to business tax at applicable tax rates.

Sales tax incurred by the Group during the year ended December 31, 2012, which were net off against revenue, amounted to RMB2,281 million (2011: RMB2,434 million; 2010: RMB1,851 million). Traffic revenue is stated net of sales tax.

5 Other operating revenue

	2012 RMB million	*2011* RMB million	*2010* RMB million
Commission income	757	643	469
Hotel and travel services income	647	614	477
Ground services income	350	368	390
General aviation income	445	322	283
Expired sales in advance of carriage	495	309	249
Air catering income	176	166	132
Rental income	123	121	122
Aircraft wet lease income	2	319	50
Cargo handling agency income	109	73	76
Others	310	208	107
	3,414	3,143	2,355

6 Flight operations expenses

	2012 RMB million	*2011* RMB million	*2010* RMB million
Jet fuel costs	37,401	32,675	23,492
Operating lease charges	4,897	4,654	5,298
Air catering expenses	2,352	2,073	1,808
Aircraft insurance	203	201	206
Flight personnel payroll and welfare	5,051	4,412	3,420
Training expenses	660	681	628
Civil Aviation Administration of China (“CAAC”) Infrastructure Development Fund contributions	1,868	1,655	1,622
Inventory provision (Note 28)	-	141	8
Others	2,258	1,852	2,111
	54,690	48,344	38,593

7 Maintenance expenses

	2012 RMB million	*2011* RMB million	*2010* RMB million
Aviation repair and maintenance charges	7,217	6,885	4,985
Maintenance materials	754	646	601
	7,971	7,531	5,586

8 Aircraft and traffic servicing expenses

	2012 RMB million	*2011* RMB million	*2010* RMB million
Landing and navigation fees	8,984	8,426	7,792
Ground service and other charges	5,088	3,911	3,176
	14,072	12,337	10,968

9 Promotion and sales expenses

	2012 RMB million	*2011* RMB million	*2010* RMB million
Sales commissions	3,865	3,521	3,232
Ticket office expenses	2,183	1,894	1,373
Computer reservation services	458	471	446
Advertising and promotion	260	292	147
Others	368	390	357
	7,134	6,568	5,555

10 General and administrative expenses

	2012 RMB million	*2011* RMB million	*2010* RMB million
General corporate expenses	2,327	2,713	2,158
Auditors' remuneration	14	13	14
Other taxes and levies	84	81	94
	2,425	2,807	2,266

11 Depreciation and amortization

	2012 RMB million	*2011* RMB million	*2010* RMB million
Depreciation			
- Owned assets	6,328	5,723	5,724
- Assets acquired under finance leases	1,874	1,917	1,301
Amortization of deferred benefits and gains	(74)	(73)	(71)
Other amortization	136	122	111
	8,264	7,689	7,065

12 Staff costs

	2012 RMB million	*2011* RMB million	*2010* RMB million
Salaries, wages and welfare	11,953	10,345	7,713
Retirement scheme contributions	939	960	808
Early retirement benefits (Note 40)	20	37	29
	12,912	11,342	8,550

12 Staff costs (continued)

Staff costs relating to flight operations, maintenance, aircraft and traffic servicing, promotion and sales and general and administrative expenses are also included in the respective total amounts disclosed separately in Notes 6 to 10 above. Details of staff costs arising from cash-settled share appreciation rights are disclosed in Note 45(c).

13 Other net income

	2012 RMB million	*2011* RMB million	*2010* RMB million
Government grants	1,243	828	553
Gain / (loss) on disposal of property, plant and equipment, net and lease prepayments			
- Aircraft and spare engines	9	180	(8)
- Other property, plant and equipment and lease prepayments	7	(35)	(1)
Others	203	48	(68)
	1,462	1,021	476

14 Interest expense

	2012 RMB million	*2011* RMB million	*2010* RMB million
Interest on bank and other loans wholly repayable within five years	872	543	777
Interest on other loans	417	333	263
Finance charges on obligations under finance leases	468	388	403
Other interest expense (Note 40)	8	8	8
Less: interest expense capitalized	(389)	(205)	(186)
	1,376	1,067	1,265

The borrowing costs have been capitalized at rates ranging from 2.25% to 3.23% per annum in 2012 (2011: 1.79% to 2.99% per annum; 2010: 1.13% to 1.87% per annum).

15 Other non-operating income

	2012 RMB million	2011 RMB million	2010 RMB million
Interest income on wealth management products	21	128	-
Gain on disposal / deemed disposal and losing control of a subsidiary (Note 47 (b))	54	-	17
Gain on derivative financial instruments, net	-	1	(30)
Gain on sale of a jointly controlled entity classified as held for sale, net	-	-	1,078
	75	129	1,065

16 Remuneration of directors, supervisors and senior management

Details of directors' and supervisors' remuneration for the year ended December 31, 2012 are set out below:

Name	*Directors' fees* RMB'000	*Salaries, allowances and benefits in kind* RMB'000	*Discretionary bonuses* RMB'000	*Retirement scheme contributions* RMB'000	*Total* RMB'000
Non-executive directors					
Si Xian Min (Note (i))	-	-	-	-	-
Wang Quan Hua (Note (i))	-	-	-	-	-
Yuan Xin An (Note (i))	-	-	-	-	-
Executive directors					
Tan Wan Geng (Note (ii))	-	-	-	-	-
Zhang Zi Fang	-	743	-	70	813
Xu Jie Bo	-	710	-	70	780
Chen Zhen You (Note (iii))	-	576	-	44	620
Supervisors					
Pan Fu (Note (i))	-	-	-	-	-
Li Jia Shi	-	710	-	69	779
Zhang Wei (Note (i))	-	-	-	-	-
Yang Yi Hua	-	346	-	68	414
Liang Zhong Gao	-	352	-	69	421
Independent non-executive directors					
Gong Hua Zhang	150	-	-	-	150
Wei Jin Cai	150	-	-	-	150
Ning Xiang Dong	150	-	-	-	150
Liu Chang Le	150	-	-	-	150
	600	3,437	-	390	4,427

16 Remuneration of directors, supervisors and senior management (continued)

Details of directors' and supervisors' remuneration for the year ended December 31, 2011 are set out below:

Name	*Directors' fees* RMB'000	*Salaries, allowances and benefits in kind* RMB'000	*Discretionary bonuses* RMB'000	*Retirement scheme contributions* RMB'000	*Total* RMB'000
Non-executive directors					
Si Xian Min (Note (i))	-	-	-	-	-
Wang Quan Hua (Note (i))	-	-	-	-	-
Yuan Xin An (Note (i) and (iv))	-	-	-	-	-
Executive directors					
Tan Wan Geng (Note (ii))	-	517	300	29	846
Zhang Zi Fang	-	687	300	71	1,058
Xu Jie Bo	-	601	250	71	922
Chen Zhen You	-	601	250	70	921
Supervisors					
Pan Fu (Note (i))	-	-	-	-	-
Li Jia Shi	-	601	250	69	920
Zhang Wei (Note (i))	-	-	-	-	-
Yang Yi Hua	-	332	30	68	430
Liang Zhong Gao	-	337	30	69	436
Independent non-executive directors					
Gong Hua Zhang	104	-	-	-	104
Wei Jin Cai	104	-	-	-	104
Ning Xiang Dong	104	-	-	-	104
Liu Chang Le (Note (iv))	13	-	-	-	13
Lam Kwong Yu (Note (v))	56	-	-	-	56
	381	3,676	1,410	447	5,914

16 Remuneration of directors, supervisors and senior management (continued)

Details of directors' and supervisors' remuneration for the year ended December 31, 2010 are set out below:

Name	*Directors' fees* RMB'000	*Salaries, allowances and benefits in kind* RMB'000	*Discretionary bonuses* RMB'000	*Retirement scheme contributions* RMB'000	*Total* RMB'000
Non-executive directors					
Si Xian Min (Note (i) and (vii))	-	-	-	-	-
Li Wen Xin (Note (i), (vi) and (vii))	-	-	-	-	-
Wang Quan Hua (Note (i) and (vii))	-	-	-	-	-
Executive directors					
Liu Bao Heng (Note (i) and (viii))	-	-	-	-	-
Tan Wan Geng (Note (ii))	-	817	150	61	1,028
Zhang Zi Fang	-	778	150	60	988
Xu Jie Bo	-	706	100	60	866
Chen Zhen You	-	706	100	59	865
Supervisors					
Pan Fu (Note (i) and (ix))	-	-	-	-	-
Sun Xiao Yi (Note (i) and (x))	-	-	-	-	-
Li Jia Shi	-	708	100	58	866
Zhang Wei (Note (i))	-	-	-	-	-
Yang Yi Hua	-	368	20	56	444
Liang Zhong Gao	-	373	20	57	450
Independent non-executive directors					
Wang Zhi (Note (x))	-	-	-	-	-
Sui Guang Jun (Note (x))	100	-	-	-	100
Gong Hua Zhang	100	-	-	-	100
Lam Kwong Yu	87	-	-	-	87
Wei Jin Cai (Note (ix))	-	-	-	-	-
Ning Xiang Dong (Note (ix))	-	-	-	-	-
	287	4,456	640	411	5,794

16 Remuneration of directors, supervisors and senior management (continued)

In addition to the above, certain directors have been granted SARs in respect of their services to the Group, further details of which are set out in note 45 (c).

Notes:

(i) These directors or supervisors did not receive any remuneration for their services in the capacity of the directors or supervisors of the Company. They also held management positions in CSAHC and their salaries were borne by CSAHC.

(ii) This director did not receive remuneration for the service in the capacity of the director of the Company since June 2011, when he started to hold management position in CSAHC and his salary was borne by CSAHC.

(iii) Retired on December 6, 2012.

(iv) Appointed on November 30, 2011.

(v) Resigned on August 5, 2011.

(vi) Resigned on August 8, 2011.

(vii) These three directors were appointed as non-executive directors on December 29, 2010.

(viii) Resigned on November 24, 2010.

(ix) Appointed on December 29, 2010.

(x) Resigned on December 29, 2010.

17 Income tax

(a) Income tax expense in the consolidated income statement

	2012 RMB million	*2011* RMB million	*2010* RMB million
PRC income tax			
Provision for the year	774	1,516	2,134
Over-provision in prior year	(61)	(59)	-
	713	1,457	2,134
Deferred tax (Note 26)			
Origination and reversal of temporary differences	241	(369)	(457)
Recognition of deductible temporary differences unrecognized in prior years	-	(248)	-
	241	(617)	(457)
Actual tax expense	954	840	1,677

17 Income tax (continued)

(a) Income tax expense in the consolidated income statement (continued)

In respect of majority of the Group's overseas airline activities, the Group has either obtained exemptions from overseas taxation pursuant to the bilateral aviation agreements between the overseas governments and the PRC government, or has sustained tax losses in these overseas jurisdictions. Accordingly, no provision for overseas tax has been made for overseas airline activities in the current year and prior years.

Effective from January 1, 2008, under the Corporate Income Tax Law of the PRC ("new tax law"), the Company and its subsidiaries are subject to income tax at the statutory rate of 25% unless otherwise specified.

Pursuant to the new tax law, the income tax rates of entities that previously enjoyed preferential tax rates of 15% and 18% have been revised to 22%, 24% and 25% for 2010, 2011 and 2012 onwards, respectively.

(b) Reconciliation between actual tax expense and calculated tax based on accounting profit at applicable tax rates

	2012 RMB million	*2011* RMB million	*2010* RMB million
Profit before taxation	4,738	6,930	8,089
Notional tax on profit before taxation, calculated at the rates applicable to profits in the tax jurisdictions concerned (Note)	1,157	1,706	1,974
Adjustments for tax effect of:			
Non-deductible expenses	26	36	111
Non-taxable income	(9)	(9)	(2)
Share of results of associates and jointly controlled entities	(110)	(145)	(42)
Recognition of deductible temporary differences unrecognized in prior years	-	(248)	-
Unused tax losses and deductible temporary differences not recognized	3	16	-
Utilization of unused tax losses and deductible temporary differences not recognized in prior year	(29)	(440)	(364)
Over provision in prior year	(61)	(59)	-
Tax rates differential	(23)	(17)	-
Actual tax expense	954	840	1,677

Note:

The headquarters of the Company and its branches are taxed at rate at 25% (2011: 24% to 25%; 2010: 22% to 25%). The subsidiaries of the Group are taxed at rates ranging from 15% to 25% (2011: 15% to 25%; 2010: 15% to 25%).

18 Other comprehensive income

Tax effects relating to other comprehensive income

	2012			*2011*			*2010*		
	Before-tax amount RMB million	*Tax expense* RMB million	*Net-of-tax amount* RMB million	*Before-tax amount* RMB million	*Tax benefit* RMB million	*Net-of-tax amount* RMB million	*Before-tax amount* RMB million	*Tax benefit* RMB million	*Net-of-tax amount* RMB million
Available-for-sales securities:									
net movement in fair value reserve	5	(1)	4	(16)	4	(12)	(18)	3	(15)

19 Earnings per share

The calculation of basic earnings per share for the year ended December 31, 2012 is based on the profit attributable to equity shareholders of the Company of RMB2,619 million (2011: RMB5,110 million; 2010: RMB5,792 million) and the weighted average of 9,817,567,000 shares in issue during the year (2011: 9,817,567,000 shares; 2010: 8,314,100,000 shares), calculated as follows:

	2012 Million shares	*2011* Million shares	*2010* Million shares
Issued ordinary shares at January 1	9,818	9,818	8,003
Effect of issuance of A shares	-	-	259
Effect of issuance of H shares	-	-	52
Weighted average number of ordinary shares at December 31	9,818	9,818	8,314

The amounts of diluted earnings per share are the same as basic earnings per share as there were no dilutive potential ordinary shares in existence for both the current and prior years.

20 Property, plant and equipment, net

	Investment properties RMB million	*Buildings* RMB million	*Aircraft* *Owned* RMB million	*Aircraft* *Acquired under finance leases* RMB million	*Other flight equipment, including rotables* RMB million	*Machinery, equipment and vehicles* RMB million	*Total* RMB million
Cost:							
At January 1, 2011	611	7,583	71,109	25,468	13,499	4,326	122,596
Additions	-	4	2,050	2,959	1,643	452	7,108
Transfer from construction in progress (Note 21)	-	524	6,975	2,409	72	99	10,079
Reclassification on exercise of purchase options	-	-	768	(768)	-	-	-
Disposals	-	(80)	(5,380)	(136)	(124)	(241)	(5,961)
At December 31, 2011	611	8,031	75,522	29,932	15,090	4,636	133,822
At January 1, 2012	611	8,031	75,522	29,932	15,090	4,636	133,822
Additions	-	72	2,676	4,106	1,311	488	8,653
Transfer from construction in progress (Note 21)	-	610	5,526	5,525	476	102	12,239
Reclassification	56	(56)	-	-	-	-	-
Reclassification on exercise of purchase options (Note (e))	-	-	764	(764)	-	-	-
Disposals	-	(58)	(1,477)	(132)	(307)	(150)	(2,124)
At December 31, 2012	667	8,599	83,011	38,667	16,570	5,076	152,590
Accumulated depreciation and impairment losses:							
At January 1, 2011	138	1,892	24,122	5,228	8,169	2,833	42,382
Depreciation charge for the year	19	281	4,274	1,917	753	396	7,640
Reclassification on exercise of purchase options	-	-	324	(324)	-	-	-
Disposals	-	(25)	(3,171)	(136)	(53)	(217)	(3,602)
Impairment losses for the year	-	-	526	-	58	-	584
Impairment losses written off on disposal	-	-	(846)	-	(46)	(1)	(893)
At December 31, 2011	157	2,148	25,229	6,685	8,881	3,011	46,111
At January 1, 2012	157	2,148	25,229	6,685	8,881	3,011	46,111
Depreciation charge for the year	21	343	4,732	1,874	892	340	8,202
Reclassification	8	(8)	-	-	-	-	-
Reclassification on exercise of purchase options (Note (e))	-	-	329	(329)	-	-	-
Disposals	-	(43)	(1,133)	(132)	(258)	(149)	(1,715)
Impairment losses written off on disposal (Note (g))	-	-	(48)	-	-	-	(48)
At December 31, 2012	186	2,440	29,109	8,098	9,515	3,202	52,550
Net book value:							
At December 31, 2012	481	6,159	53,902	30,569	7,055	1,874	100,040
At December 31, 2011	454	5,883	50,293	23,247	6,209	1,625	87,711

20 Property, plant and equipment, net (continued)

(a) Most of the Group's buildings are located in the PRC. The Group was formally granted the rights to use certain parcels of land in Guangzhou, Shenzhen, Zhuhai, Beihai, Changsha, Shantou, Haikou, Zhengzhou, Jilin, Guiyang and other PRC cities by the relevant PRC authorities for periods of 30 to 70 years, which expire between 2020 and 2073. For other land in the PRC on which the Group's buildings are erected, the Group was formally granted the rights to use such land pursuant to various lease agreements between the Company and CSAHC. In this connection, rental payments in respect of land use rights totaling RMB56 million were paid to CSAHC during 2012 (2011: RMB56 million; 2010: RMB22 million) in respect of these leases.

(b) As at December 31, 2012, certain aircraft of the Group with an aggregate carrying value of approximately RMB60,538 million (2011: RMB53,062 million) were mortgaged under certain loans or certain lease agreements (Notes 32 and 33).

(c) As at December 31, 2012, certain buildings of the Group with an aggregate carrying value of approximately RMB17 million were mortgaged for certain banking facilities granted by a PRC commercial bank (2011: RMB17 million).

(d) The Group leased out investment properties and certain flight training facilities under operating leases. The leases typically run for an initial period of one to fourteen years, with an option to renew the leases after that date at which time all terms are renegotiated. None of the leases includes contingent rentals. In this connection, rental income totaling RMB80 million (2011: RMB82 million; 2010: RMB74 million) was received by the Group during the year in respect of the leases.

All properties held under operating leases that would otherwise meet the definition of investment property are classified as investment property.

The Group's total future minimum lease payments under non-cancellable operating leases are as follows:

	2012 RMB million	*2011* RMB million
Within 1 year	79	36
After 1 year but within 5 years	46	62
After 5 years	5	-
	130	98

As at December 31, 2012, the net book value of the aircraft and flight training facilities leased out by the Group under operating leases amounted to RMB24 million (2011: RMB33 million).

(e) During the year, the Company exercised the purchase options stipulated in the aircraft finance lease agreements and two A321-200 aircraft were reclassified as owned aircraft from finance leased aircraft.

20 Property, plant and equipment, net (continued)

(f) The Company entered into two separate arrangements (the "Arrangements") with certain independent third parties during each of 2002 and 2003. Under each of the Arrangements, the Company sold an aircraft and then immediately leased back the aircraft for an agreed period. The Company has an option to purchase the aircraft at a pre-determined date. In the event that the lease agreement is early terminated by the Company, the Company is liable to pay a pre-determined penalty to the lessor. Provided that the Company complies with the lease agreements, the Company is entitled to the continued possession and operation of the aircraft. Since the Company retains substantially all risks and rewards incidental to ownership of the aircraft and enjoys substantially the same rights to their use as before the Arrangements, no adjustment has been made to the property, plant and equipment.

(g) In view of the age of the Group's fleet of Boeing B737-300 aircraft, the Group had plans to dispose of these aircraft and commenced the process of seeking buyers in 2011. These aircraft and related assets' carrying amounts were written down to their recoverable amounts and impairment losses of RMB544 million were made as at December 31, 2011. During the year, three Boeing 737-300 aircraft were disposed of and the impairment provision of RMB48 million for the three aircraft was written off on disposal. As at December 31, 2012, the Group reviewed the recoverable amounts of the remaining aircraft and related assets and concluded no further impairment or reversal of impairment was required.

The estimates of recoverable amounts were based on the greater of the assets' fair value less costs to sell and the value in use. The fair value was determined by reference to the recent observable market prices for the aircraft fleet.

(h) As at December 31, 2012 and up to the date of approval of these consolidated financial statements, the Group is in the process of applying for the land use right certificates and property title certificates in respect of the properties located in Guangzhou (including Guangzhou Baiyun International Airport), Xiamen, Heilongjiang, Jilin, Dalian, Nanning, Hunan, Beijing, Shanghai, Sanya, Zhuhai, Shenzhen, Shenyang, Xinjiang, Henan, Chengdu and Shantou, in which the Group has interests and for which such certificates have not been granted. As at December 31, 2012, carrying value of such properties of the Group amounted to RMB3,669 million (2011: RMB3,303 million). The directors of the Company are of the opinion that the use of and the conduct of operating activities at the properties referred to above are not affected by the fact that the Group has not yet obtained the relevant land use right certificates and property title certificates.

21 **Construction in progress**

	2012 RMB million	*2011* RMB million
At January 1	15,940	10,069
Additions	15,290	16,449
Transferred to property, plant and equipment (Note 20)	(12,239)	(10,079)
Transferred to lease prepayments and other assets upon completion of development, or other receivables	(302)	(499)
At December 31	18,689	15,940

The construction in progress as at December 31, 2012 mainly related to advance payments for acquisition of aircraft and progress payments for other construction projects at the Xiamen Airlines Changsha Base, Shenyang aircraft maintenance warehouse and Xi'an Sales Office Building.

22 **Interest in associates**

	2012 RMB million	*2011* RMB million
Share of net assets	1,033	746

The details of the Group's principal associates are set out in Note 56, all of which are unlisted corporate entities.

Summary of financial information of associates

	100 Percent			*Group's effective interest*		
	2012 *RMB* million	*2011* *RMB* million	*2010* *RMB* million	*2012* *RMB* million	*2011* *RMB* million	*2010* *RMB* million
Non-current assets	17,577	15,244		6,649	5,741	
Current assets	7,086	6,331		2,040	1,733	
Non-current liabilities	(10,313)	(9,977)		(4,019)	(3,888)	
Current liabilities	(11,326)	(9,319)		(3,637)	(2,840)	
Net assets	3,024	2,279		1,033	746	
Revenue	16,616	13,534	9,924	6,410	5,217	3,843
Expenses	(15,728)	(11,985)	(9,706)	(6,093)	(4,632)	(3,765)
Profit for the year	888	1,549	218	317	585	78
Net profit not shared by the Group				-	(129)	(22)
The Group's share of associates' results				317	456	56

23 Interest in jointly controlled entities

	2012 RMB million	*2011* RMB million
Share of net assets	1,103	985

The details of the Group's principal jointly controlled entities are set out in Note 56, all of which are unlisted corporate entities.

Summary of financial information of jointly controlled entities

	Group's effective interest		
	2012 RMB million	*2011* RMB million	*2010* RMB million
Non-current assets	1,254	931	
Current assets	806	811	
Non-current liabilities	(401)	(282)	
Current liabilities	(556)	(475)	
Net assets	1,103	985	
Revenue	1,221	1,107	943
Expenses	(1,100)	(982)	(831)
Profit for the year	121	125	112

24 Other investments in equity securities

	2012 RMB million	*2011* RMB million
Unlisted equity securities, at cost	160	166

Dividend income from unlisted equity securities of the Group amounted to RMB11 million during the year ended December 31, 2012 (2011: RMB10 million; 2010: RMB11 million).

25 Available-for-sale equity securities

	2012 RMB million	2011 RMB million
Available-for-sale equity securities		
- Listed in the PRC	69	64
Market value of listed securities	69	64

Dividend income from listed securities of the Group amounted to RMB1 million during the year ended December 31, 2012 (2011:RMB0.3 million; 2010: RMB2 million).

26 Deferred tax assets / (liabilities)

(a) Movements of net deferred tax assets / (liabilities) are as follows:

	2012 RMB million	2011 RMB million
At January 1	671	50
(Charged) / credited to the consolidated income statement (Note 17(a))	(241)	617
(Charged) / credited to other comprehensive income (Note 18)	(1)	4
At December 31	429	671

(b) The components of deferred tax assets / (liabilities) recognized are analyzed as follows:

	2012 RMB million	2011 RMB million
Deferred tax assets:		
Accrued expenses	1,015	1,045
Deferred revenue	106	127
Provision for impairment losses	345	443
Others	47	29
Total deferred tax assets	1,513	1,644

26 Deferred tax assets / (liabilities) (continued)

(b) The components of deferred tax assets / (liabilities) recognized are analyzed as follows: (continued)

Deferred tax liabilities:		
Accrued expenses	(319)	(270)
Depreciation allowances in excess of the related depreciation	(643)	(591)
Change in fair value of available-for-sale equity securities	(11)	(10)
Others	(111)	(102)
Total deferred tax liabilities	(1,084)	(973)
Net deferred tax assets	429	671

	2012 RMB million	*2011* RMB million
Net deferred tax assets recognized in the consolidated statement of financial position	1,223	1,300
Net deferred tax liabilities recognized in the consolidated statement of financial position	(794)	(629)
	429	671

26 Deferred tax assets / (liabilities) (continued)

(c) Deferred tax assets not recognized

At December 31, 2012, deferred tax assets were not recognized in relation to certain unused tax losses and other deductible temporary differences. The unrecognized unused tax losses and deductible temporary differences are analyzed as follows:

	2012 RMB million	*2011* RMB million
Tax losses	240	365
Other deductible temporary differences:		
- Accrued expenses	97	87
	337	452

At December 31, 2012, the Group's deductible temporary differences amounting to RMB97 million (2011: RMB87 million) have not been recognized as deferred tax assets as it was determined by management that it is not probable that future taxable profits will be available for these deductible temporary differences to reverse in the foreseeable future.

Tax losses in the PRC are available for carrying forward to set off future assessable income for a maximum period of five years. The Group's unused tax losses of RMB240 million (2011: RMB365 million) have not been recognized as deferred tax assets, as it was determined by management that it is not probable that future taxable profits against which the losses can be utilized will be available before they expire. The expiry dates of unrecognized unused tax losses are analyzed as follows:

	2012 RMB million	*2011* RMB million
Expiring in:		
2013	92	223
2014	131	131
2015	-	-
2016	11	11
2017	6	-
	240	365

27 Other assets

	Lump sum housing benefits RMB million	*Prepayment for exclusive use right of an airport terminal* RMB million	*Others* RMB million	*Total* RMB million
	Note 45(b)(i)			
At January 1, 2011	40	290	196	526
Additions	-	-	46	46
Transferred from construction in progress	-	-	33	33
Amortization for the year	(26)	(10)	(69)	(105)
At December 31, 2011	14	280	206	500
At January 1, 2012	14	280	206	500
Additions	-	-	36	36
Transferred from construction in progress	-	-	56	56
Amortization for the year	(14)	(10)	(82)	(106)
Disposals	-	-	(6)	(6)
At December 31, 2012	-	270	210	480

28 Inventories

(a) Inventories in the consolidated statement of financial position comprise:

	2012 RMB million	*2011* RMB million
Expendable spare parts and maintenance materials	1,542	1,430
Other supplies	166	188
	1,708	1,618

(b) The analysis of the amount of inventories recognized as an expense and included in the consolidated income statement is as follows:

	2012 RMB million	*2011* RMB million	*2010* RMB million
Consumption	1,614	1,134	1,040
Written-down of inventories	-	141	8
	1,614	1,275	1,048

Certain expendable spare parts and maintenance materials have been written down as a result of fleet adjustments in prior years (Note 6).

29 Trade receivables

	2012 RMB million	*2011* RMB million
Trade receivables	1,879	2,176
Less: allowance for doubtful debts	(26)	(29)
	1,853	2,147

(a) *Ageing analysis*

Credit terms granted by the Group to sales agents and other customers generally range from one to three months. An ageing analysis of trade receivables, net of allowance for doubtful debts, is set out below:

	2012 RMB million	*2011* RMB million
Within 1 month	1,519	1,977
More than 1 month but less than 3 months	304	164
More than 3 months but less than 12 months	29	6
More than 1 year	1	-
	1,853	2,147

All of the trade receivables are expected to be recovered within one year.

(b) *Impairment of trade receivables*

Impairment loss in respect of trade receivables is recorded using an allowance account unless the Group is satisfied that recovery of the amount is remote, in which case the impairment loss is written off against trade receivables directly (Note 2(l)).

The movements in the allowance for doubtful debts during the year are as follows:

	2012 RMB million	*2011* RMB million
At January 1	29	30
Impairment loss recognized	8	6
Impairment loss written back	(7)	(5)
Uncollectible amounts written off	(4)	(2)
At December 31	26	29

29 **Trade receivables (continued)**

(c) ***Trade receivables that are not impaired***

The ageing analysis of trade receivables that are neither individually nor collectively considered to be impaired is as follows:

	2012 RMB million	*2011* RMB million
Neither past due nor impaired	1,823	2,141

Trade receivables that were neither past due nor impaired relate to customers for whom there was no recent history of default.

30 **Other receivables**

As at December 31, 2012, other receivables included the short-term wealth management product purchased by Xiamen Airlines from a state-owned commercial bank. The principal of the outstanding wealth management product was RMB500 million as at December 31, 2012 (2011: RMB3,500 million), which subsequently matured in January 2013.

31 **Cash and cash equivalents**

(a) ***Cash and cash equivalents comprise:***

	2012 RMB million	*2011* RMB million
Deposits with banks and other financial institution	6,454	5,108
Cash at bank and in hand	3,628	4,755
Cash and cash equivalents in the consolidated statement of financial position	10,082	9,863

Southern Airlines Group Finance Company Limited (“SA Finance”) is a PRC authorized financial institution controlled by CSAHC and is an associate of the Group. In accordance with the financial agreement between the Company and SA Finance dated May 22, 1997, as revised and amended, all of the Group’s deposits accepted by SA Finance would be simultaneously placed with several designated major PRC banks by SA Finance.

As at December 31, 2012, the Group’s deposits with SA Finance amounted to RMB2,307 million (2011: RMB2,493 million) (Note 44(d)(iii)).

31 Cash and cash equivalents (continued)

(b) Reconciliation of profit before taxation to cash generated from operating activities:

	Note	*2012* RMB million	*2011* RMB million	*2010* RMB million
Profit before taxation		4,738	6,930	8,089
Depreciation of property, plant and equipment	20	8,202	7,640	7,025
Other amortization	11	136	122	111
Amortization of deferred benefits and gains	11	(74)	(73)	(71)
Impairment losses on property, plant and equipment	20	-	584	212
Share of profits of associates	22	(317)	(456)	(56)
Share of profits of jointly controlled entities	23	(121)	(125)	(112)
(Gain) / loss on sale of property, plant and equipment, net and lease prepayments	13	(16)	(145)	9
Other non-operating income	15	(75)	(129)	(1,065)
Interest income		(235)	(179)	(93)
Interest expense	14	1,376	1,067	1,265
Dividend income from other investments in equity securities	24/25	(12)	(10)	(13)
Exchange gain, net		(308)	(2,882)	(1,673)
Increase in inventories		(90)	(263)	(107)
Decrease / (increase) in trade receivables		292	(155)	(647)
(Increase) / decrease in other receivables		(206)	283	14
(Increase) / decrease in prepaid expenses and other current assets		(42)	4	130
Increase / (decrease) in net amounts due to related companies		114	(220)	74
(Decrease) / increase in trade payables		(1,022)	1,041	(3,109)
(Decrease) / increase in sales in advance of carriage		(445)	1,695	1,408
Increase in accrued expenses		2,325	113	1,199
(Decrease) / increase in other liabilities		(314)	554	(200)
Increase in deferred revenue		765	737	438
(Decrease) / increase in provision for major overhauls		(276)	5	220
Decrease in provision for early retirement benefits		(31)	(29)	(30)
Increase in deferred benefits and gains		111	78	6
Cash generated from operating activities		14,475	16,187	13,024

32 Bank and other loans

(a) At December 31, 2012, bank and other loans were repayable as follows:

	2012 RMB million	*2011* RMB million
Within 1 year or on demand	21,899	18,789
After 1 year but within 2 years	7,317	9,085
After 2 years but within 5 years	14,833	10,687
After 5 years	8,046	9,265
	30,196	29,037
	52,095	47,826

(b) At December 31, 2012, bank and other loans are analyzed as follows:

	2012 RMB million	*2011* RMB million
Short-term bank loans	10,719	6,925
Long-term bank and other loans due within one year (classified as current liabilities)	11,180	11,864
	21,899	18,789
Long-term bank and other loans due after one year (classified as non-current liabilities)	30,196	29,037
	52,095	47,826
Representing:		
Bank loans	52,092	47,823
Other loans	3	3
	52,095	47,826

(c) As at December 31, 2012, the Group's weighted average interest rates on short-term borrowings were 2.47% per annum (2011: 3.09% per annum).

32 Bank and other loans (continued)

(d) Details of bank and other loans with original maturity over one year are as follows:

	2012 RMB million	*2011* RMB million
Renminbi denominated loans		
Non-interest bearing loan from a municipal government authority	3	3
Fixed interest rate at 4.86% per annum as at December 31, 2012, with maturities through 2013	60	60
Floating interest rates 90%, 95%, 100% of benchmark interest rate (stipulated by PBOC) as at December 31, 2012, with maturities through 2015	635	683
United States Dollars denominated loans		
Fixed interest rates ranging from 3.00% to 3.26% per annum as at December 31, 2012, with maturities through 2017	423	563
Floating interest rates ranging from one-month LIBOR + 0.80% to one-month LIBOR + 2.20% per annum as at December 31, 2012, with maturities through 2020	2,156	3,823
Floating interest rates ranging from three-month LIBOR + 0.59% to three-month LIBOR + 3.80% per annum as at December 31, 2012, with maturities through 2022	31,018	27,707
Floating interest rates ranging from six-month LIBOR + 0.30% to six-month LIBOR + 2.80% per annum as at December 31, 2012, with maturities through 2021	7,081	8,062
	41,376	40,901
Less: loans due within one year classified as current liabilities	(11,180)	(11,864)
	30,196	29,037

32 Bank and other loans (continued)

(e) The remaining contractual maturities at the end of the financial year of the Group's bank and other loans, which are based on contractual undiscounted cash flows (including interest payments computed using contractual rates, or if floating, based on rates current at the end of the financial year) and the earliest date the Group can be required to pay, are as follows:

	2012 RMB million	*2011* RMB million
Contractual undiscounted cash flows		
Within 1 year	22,865	20,784
After 1 year but within 2 years	7,906	10,072
After 2 years but within 5 years	15,779	11,677
After 5 years	8,386	9,830
	54,936	52,363
Consolidated statement of financial position carrying amounts	52,095	47,826

(f) The Group has significant bank and other loans balances as well as obligations under finance leases (Note 33) which are denominated in US dollars as at December 31, 2012. The net exchange gain of RMB267 million (2011: RMB2,755 million; 2010: RMB1,746 million) recorded by the Group was mainly attributable to the exchange gain arising from translation of bank and other loans balances and finance lease obligations denominated in US dollars. The foreign currency risk is further discussed in Note 48(c).

(g) ***The analysis of the carrying amounts of bank and other loans is as follows:***

	Note	*2012* RMB million	*2011* RMB million
Bank and other loans			
-Secured	(i)	23,961	23,480
-Secured and guaranteed	(i), (ii)	94	221
-Unsecured		28,040	24,125
		52,095	47,826

Notes:

(i) As at December 31, 2012, bank and other loans of the Group totaling RMB24,055 million (2011: RMB23,653 million) were secured by mortgages over certain of the Group's aircraft with aggregate carrying amounts of RMB29,969 million (2011: RMB29,815 million).

As at December 31, 2011, a long-term loan due within one year of the Group amounting to RMB48 million was secured by pledged bank deposits of RMB72 million. The loan was repaid in August 2012 and the pledged deposits were released accordingly.

32 Bank and other loans (continued)

(g) The analysis of the carrying amounts of bank and other loans is as follows (continued):

Notes (continued):

(ii) The following bank and other loans secured by certain aircraft mentioned in Note (i) are also guaranteed by CSAHC:

	2012 RMB million	*2011* RMB million
Guarantor		
CSAHC (Note 44(e))	94	221

(h) As at December 31, 2012, loans to the Group from SA finance amounted to RMB426 million (2011: RMB480 million) (Note 44(d)(i)).

33 Obligations under finance leases

The Group has commitments under finance lease agreements in respect of aircraft and related equipment. The majority of these leases have terms of 10 to 12 years expiring during the years 2015 to 2024. As at December 31, 2012, future payments under these finance leases are as follows:

	2012			*2011*		
	Present value of the minimum lease payments RMB million	*Total minimum lease payments* RMB million	*Interest* RMB million	*Present value of the minimum lease payments* RMB million	*Total minimum lease payments* RMB million	*Interest* RMB million
Within 1 year	2,494	3,021	527	1,784	2,216	432
After 1 year but within 2 years	2,322	2,793	471	1,747	2,131	384
After 2 years but within 5 years	8,279	9,255	976	5,872	6,669	797
After 5 years	8,770	9,527	757	6,434	6,936	502
	21,865	24,596	2,731	15,837	17,952	2,115
Less: balance due within one year classified as current liabilities	(2,494)			(1,784)		
	19,371			14,053		

33 Obligations under finance leases (continued)

Details of obligations under finance leases are as follows:

	2012 RMB million	*2011* RMB million
United States Dollars denominated obligations		
Fixed interest rates ranging from 3.43% to 6.01% per annum as at December 31, 2012	4,962	5,956
Floating interest rates ranging from three-month LIBOR + 0.55% to three-month LIBOR + 3.00% per annum as at December 31, 2012	8,724	5,730
Floating interest rates ranging from six-month LIBOR + 0.03% to six-month LIBOR + 2.85% per annum as at December 31, 2012	5,891	3,592
Singapore Dollars denominated obligations		
Floating interest rate at six-month SIBOR + 1.44% per annum as at December 31, 2012	553	559
Japanese Yen denominated obligations		
Floating interest rate at three-month TIBOR + 0.75% to three-month TIBOR + 1.90% per annum as at December 31, 2012	1,213	-
Floating interest rate at six-month LIBOR + 3.00% per annum as at December 31, 2012	522	-
	21,865	15,837

Charges over the assets concerned and relevant insurance policies are provided to the lessors as collateral and security. As at December 31, 2012, certain of the Group's aircraft with carrying amounts of RMB30,569 million (2011: RMB23,247 million) secured finance lease obligations totaling RMB21,865 million (2011: RMB15,837 million).

34 Trade payables

	2012 RMB million	*2011* RMB million
Bills payable	-	50
Accounts payables	1,825	2,797
	1,825	2,847

The following is the ageing analysis of trade payables :

	2012 RMB million	*2011* RMB million
Within 1 month	1,287	2,328
More than 1 month but less than 3 months	309	315
More than 3 months but less than 6 months	185	152
More than 6 months but less than 1 year	8	12
More than 1 year	36	40
	1,825	2,847

35 Deferred revenue

	2012 RMB million	*2011* RMB million
Current portion	1,201	907
Non-current portion	1,649	1,178
	2,850	2,085

Deferred revenue represents the unredeemed credits under the frequent flyer award programs.

36 Amounts due from / to related companies

(a) Amounts due from related companies

	Note	*2012* RMB million	*2011* RMB million
CSAHC and its affiliates		122	43
Associates		29	12
Jointly controlled entities		90	88
Other related company		6	24
	44(c)	247	167

The amounts due from related companies are unsecured, interest free and have no fixed terms of repayment. They are expected to be recovered within one year.

(b) Amounts due to related companies

	Note	*2012* RMB million	*2011* RMB million
CSAHC and its affiliates		109	68
A jointly controlled entity of CSAHC		188	1
An associate		-	13
Jointly controlled entities		11	39
Other related company		-	1
	44(c)	308	122

The amounts due to related companies are unsecured, interest free and have no fixed terms of repayment. They are expected to be settled within one year.

37 Accrued expenses

	2012 RMB million	*2011* RMB million
Jet fuel costs	2,217	1,099
Air catering expenses	293	183
Salaries and welfare	2,222	2,272
Repairs and maintenance	2,845	2,446
Provision for major overhauls (Note 39)	1,010	575
Provision for early retirement benefits (Note 40)	38	47
Landing and navigation fees	2,084	1,807
Computer reservation services	596	593
Interest expense	156	160
Others	339	298
	11,800	9,480

38 Other liabilities

	2012 RMB million	*2011* RMB million
CAAC Infrastructure Development Fund, airport construction surcharge and airport tax payable	1,137	979
Payable for property, plant and equipment	763	889
Advance payments received for chartered flights	110	95
Sales agent deposits	321	308
Other taxes payable	351	618
Others	1,322	1,425
	4,004	4,314

39 Provision for major overhauls

Details of provision for major overhauls in respect of aircraft held under operating leases are as follows:

	2012 RMB million	*2011* RMB million
At January 1	1,753	1,396
Additional provision made	562	468
Provision utilized	(403)	(111)
At December 31	1,912	1,753
Less: current portion included in accrued expenses (Note 37)	(1,010)	(575)
	902	1,178

40 Provision for early retirement benefits

Details of provision for early retirement benefits in respect of obligations to early retired employees are as follows:

	2012 RMB million	*2011* RMB million
At January 1	136	170
Provision for the year (Note 12)	20	37
Financial cost (Note 14)	8	8
Payments made during the year	(62)	(72)
Effect of changes in discount rates	2	(7)
At December 31	104	136
Less: current portion included in accrued expenses (Note 37)	(38)	(47)
	66	89

The Group has implemented an early retirement plan for certain employees. The benefits of the early retirement plan are calculated based on factors including the remaining number of years of service from the date of early retirement to the normal retirement date and the salary amount on the date of early retirement of the employees. The present value of the future cash flows expected to be required to settle the obligations is recognized as provision for early retirement benefits.

41 Deferred benefits and gains

	2012 RMB million	*2011* RMB million
Leases rebates (Note (i))	714	640
Gains on sale and leaseback (Note (ii))	146	171
Government grants	121	213
Others	30	34
	1,011	1,058

Notes:

(i) The Company was granted cash rebates by the lessors under certain lease arrangements when it fulfilled certain requirements. The rebates are deferred and amortized using the straight line method over the remaining lease terms.

(ii) The Company entered into sale and leaseback transactions with certain third parties under operating leases. The gains are deferred and amortized over the lease terms of the aircraft.

42 Share capital and capital management

(a) Share capital

	2012 RMB million	*2011* RMB million
Registered, issued and paid up capital:		
123,900,000 domestic state-owned		
shares with selling restrictions of RMB1.00 each		
(2011: 845,050,000 shares of RMB1.00 each)	124	845
4,026,150,000 domestic state-owned		
shares of RMB1.00 each		
(2011: 3,300,000,000 of RMB1.00 each)	4,026	3,300
2,872,600,000 A shares of RMB1.00 each		
(2011: 2,877,600,000 shares of RMB1.00 each)	2,873	2,878
2,794,917,000 H shares of RMB1.00 each		
(2011: 2,794,917,000 shares of RMB1.00 each)	2,795	2,795
	9,818	9,818

On August 20, 2009, the Company issued 721,150,000 A shares to CSAHC. These A shares were subject to a lock-up period to August 20, 2012 and became listed and tradable since then.

On October 29, 2010, the Company issued 123,900,000 A shares to CSAHC and 1,377,600,000 A shares to certain third party investors for net cash considerations of RMB812 million and RMB9,026 million, respectively. The A shares issued to CSAHC and certain third party investors are subject to a lock-up period to November 1, 2013 and November 1, 2011, respectively.

All the domestic state-owned, H and A shares rank pari passu in all material respects.

(b) Capital management

The Group's primary objectives in managing capital are to safeguard the Group's ability to continue as a going concern, and to generate sufficient profit to maintain growth and provide returns to its shareholders, by securing access to finance at a reasonable cost.

The Group manages the amount of capital in proportion to risk and manages its debt portfolio in conjunction with projected financing requirements. The Group monitors capital on the basis of the debt to equity ratio, which is calculated as net debt as a percentage of total equity where net debt is represented by the aggregate of bank and other loans, obligations under finance leases, trade payables, sales in advance of carriage, amounts due to related companies, accrued expenses and other liabilities less cash and cash equivalents and pledged bank deposits.

There was no change in the Group's approach to capital management during 2012 as compared with previous years. Neither the Company nor any of its subsidiaries are subject to externally imposed capital requirements. The Group's debt to equity ratio is 218% at December 31, 2012 (2011: 201%).

43 Reserves

	2012 RMB million	2011 RMB million
Share premium		
At January 1	14,131	13,878
Capital injection into a subsidiary by a third party	-	253
At December 31	14,131	14,131
Fair value reserve		
At January 1	21	31
Change in fair value of available-for-sale equity securities	3	(10)
At December 31	24	21
Statutory surplus reserve (Note (a))		
At January 1	847	526
Appropriations to reserves	132	321
At December 31	979	847
Discretionary surplus reserve		
At January 1 and at December 31	77	77
Other reserve		
At January 1	158	153
Share of an associate's reserves movement	2	5
Government contributions (Note (c))	10	-
At December 31	170	158
Retained profits / (accumulated losses)		
At January 1	7,123	2,334
Profit for the year	2,619	5,110
Appropriations to reserves	(132)	(321)
Dividends approved in respect of the previous year	(1,964)	-
Acquisition of non-controlling interests in a subsidiary	(6)	-
At December 31	7,640	7,123
Total	23,021	22,357

43 Reserves (continued)

(a) Appropriations to reserves

According to the PRC Company Law and the Articles of Association of the Company and certain of its subsidiaries, the Company and the relevant subsidiaries are required to transfer 10% of their annual net profits after taxation, as determined under the PRC accounting rules and regulations, to a statutory surplus reserve until the reserve balance reaches 50% of the registered capital. The transfer to this reserve must be made before distribution of dividend to shareholders and when there are retained profits at the end of the financial year.

Statutory surplus reserve can be used to offset prior years' losses, if any, and may be converted into share capital by the issue of new shares to shareholders in proportion to their existing shareholding or by increasing the par value of the shares currently held by them, provided that the balance after such issue is not less than 25% of the registered capital.

(b) Dividends

(i) Dividends payable to equity shareholders of the Company attributable to the year

	2012 RMB million	*2011* RMB million
Final dividend proposed after the end of the reporting period of RMB0.05 per ordinary share (2011: RMB0.2 per ordinary share) (inclusive of applicable tax)	491	1,964

Dividend distributions may be proposed at the discretion of the Company' board of directors, after making up cumulative prior years' losses and consideration of profit appropriation to reserves. Pursuant to the Articles of Association of the Company, the net profit of the Company for the purpose of profit distribution is deemed to be the lesser of (i) the net profit determined in accordance with the PRC accounting rules and regulations, and (ii) the net profit determined in accordance with IFRSs. As at December 31, 2012, the distributable reserves of the Company was RMB1,109 million (2011: RMB2,215 million). After the end of the financial year, the directors proposed a dividend of RMB0.05 per ordinary share (inclusive of applicable tax), amounting to RMB490,878,350 (2011: RMB1,963,513,400). The final dividend proposed after the end of the reporting period has not been recognized as a liability at the end of the reporting period (Note 51(b)).

(ii) Dividends payable to equity shareholders of the Company attributable to the previous financial year, approved and paid during the year

	2012 RMB million	*2011* RMB million
Final dividend in respect of the previous financial year, approved and paid during the year, of RMB0.2 per ordinary share (2011: Nil) (inclusive of applicable tax)	1,964	-

43 Reserves (continued)

(c) Government contributions

Pursuant to the "Grants approval for Civil Aviation Development Fund for Safety Management System ("SMS") projects of Xiamen Airlines", national funds amounting to RMB20 million were contributed during the year by the PRC government to Xiamen Airlines. Such funds are to be used specifically for the SMS projects. Pursuant to the requirements of the relevant notice, the national funds were designated as capital contribution and vested solely by the PRC government and accounted for as other reserves. These amounts can be converted to share capital of the entities receiving the funds upon approval by their shareholders and completion of relevant procedures.

44 Material related party transactions

(a) Key management personnel remuneration

Remuneration for key management personnel of the Group, including amounts paid to the Company's directors as disclosed in Note 16, is as follows:

	2012 RMB'000	2011 RMB'000	2010 RMB'000
Short-term employees benefits	14,124	14,675	14,277
Post-employment benefits	1,303	1,091	1,009
Share appreciation rights	530	57	-
	15,957	15,823	15,286

	2012 RMB'000	2011 RMB'000	2010 RMB'000
Directors and supervisors (Note 16)	4,615	5,938	5,794
Senior management	11,342	9,885	9,492
	15,957	15,823	15,286

Total remuneration is included in "staff costs" (Note 12).

(b) Contributions to post-employment benefit plans

The Group participates in various defined contribution retirement plans organized by municipal and provincial governments for its staff. Details of the Group's employee benefits plan are disclosed in Note 45.

44 Material related party transactions (continued)

(c) Transactions with CSAHC and its affiliates (the "CSAHC Group"), associates, jointly controlled entities and other related company of the Group

The Group provided or received various operational services to or by the CSAHC Group, associates, jointly controlled entities and other related company of the Group during the normal course of its business.

Details of the significant transactions carried out by the Group are as follows:

	Note	*2012* RMB million	*2011* RMB million	*2010* RMB million
Income received from the CSAHC Group				
Charter flight and pallet income	(i)	82	46	36
Cargo handling income	(i)	7	15	14
Commission income	(ii)	8	7	4
Income received from other related company				
Aircraft sales income	(iii)	257	426	-
Aircraft purchase right transfer income	(iii)	16	-	-
Aircraft wet lease income	(iii)	-	242	-
Expenses paid to the CSAHC Group				
Repairing charges	(iv)	830	752	487
Handling charges	(v)	96	87	79
Commission expenses	(vi)	18	27	16
Cargo handling charges	(i)	18	17	-
Lease charges for land and buildings	(vii)	152	140	109
Property management fee	(viii)	50	34	30
Air catering supplies	(ix)	79	7	-
Expenses paid to jointly controlled entities and an associate				
Repairing charges	(x)	1,468	1,266	1,255
Flight simulation service charges	(xi)	257	228	198
Advertising expenses	(xii)	49	29	34
Training expenses	(xiii)	118	142	63
Income received from a jointly controlled entity and associates				
Rental income	(xi)	36	36	37
Repairing income	(xiv)	22	5	14
Entrustment income for advertising media business	(xii)	17	-	-
Issuance of A shares to CSAHC	(xv)	-	-	825
Issuance of H shares to Nan Lung	(xv)	-	-	736
Disposal to CSAHC Group				
Consideration for disposal of equity interest in MTU Maintenance Zhuhai Co., Ltd. ("MTU")	(iv)	-	-	1,608
Disposal and losing control of a subsidiary	(xii)	43	-	-

44 Material related party transactions (continued)

(c) Transactions with CSAHC and its affiliates (the "CSAHC Group"), associates, jointly controlled entities and other related company of the Group (continued)

(i) China Southern Airlines Group Passenger and Cargo Agent Company Limited ("PCACL"), a wholly-owned subsidiary of CSAHC, purchases cargo spaces and charter flights from the Group. In addition, cargo handling income / charges are earned / payable by the Group in respect of the cargo handling services with PCACL.

(ii) The Group provided certain website resources to SA Finance for the sales of air insurance to passengers.

(iii) Hebei Airlines Company Limited ("Hebei Airlines") is a subsidiary of a non-controlling interest of Xiamen Airlines.

On August 27, 2010, Xiamen Airlines and Hebei Airlines entered into an Aircraft Wet Lease Agreement to wet lease three aircraft to Hebei Airlines. The agreement was terminated in December 2011.

During the year, Xiamen Airlines and Hebei Airlines entered into an aircraft sale agreement, pursuant to which Xiamen Airlines sold and Hebei Airlines purchased one B737-800 aircraft at the consideration of approximately RMB257 million.

In addition, Xiamen Airlines transferred the purchase right of one B737-800 aircraft to Hebei Airlines at the consideration of approximately RMB16 million.

(iv) MTU, a former jointly controlled entity of the Company, was sold to CSAHC in February 2010 at consideration of RMB1,608 million with a gain on disposal of RMB1,078 million. MTU provides comprehensive maintenance services to the Group.

(v) The Group acquires aircraft, flight equipment and other airline-related facilities through Southern Airlines (Group) Import and Export Trading Company Limited ("SAIETC"), a wholly-owned subsidiary of CSAHC and pays handling charges to SAIETC.

(vi) Commission is earned by certain subsidiaries of CSAHC in connection with the air tickets sold by them on behalf of the Group. Commission is calculated based on the rates stipulated by the CAAC and International Air Transportation Association.

(vii) The Group leases certain land and buildings in the PRC from CSAHC. The amount represents rental payments for land and buildings paid or payable to CSAHC.

(viii) Guangzhou China Southern Airlines Property Management Company Limited, a subsidiary of CSAHC, provides property management services to the Group.

(ix) Shenzhen Air Catering Company Limited ("SZ Catering") became a related party of the Group since its Chairman, Mr. Yuan Xin An was appointed as a non-executive Director of the Company in November 2011. Certain in-flight meals and related services were provided by SZ Catering to the Group.

(x) Guangzhou Aircraft Maintenance Engineering Company Limited ("GAMECO"), a jointly controlled entity of the Group, provides comprehensive maintenance services to the Group.

44 Material related party transactions (continued)

(c) Transactions with CSAHC and its affiliates (the "CSAHC Group"), associates, jointly controlled entities and other related company of the Group (continued)

(xi) Zhuhai Xiang Yi Aviation Technology Company Limited ("Zhuhai Xiang Yi"), a jointly controlled entity of the Group, provides flight simulation services to the Group. In addition, the Group leased certain flight training facilities and buildings to Zhuhai Xiang Yi under operating lease agreements.

(xii) Southern Airlines Culture and Media Co., Ltd. ("CSA Culture"), an associate of the Group, provides advertising services to the Group.

In addition, Xiamen Airlines provides certain media resources to Xiamen Airlines Media Co., Ltd ("Xiamen Media"), a subsidiary of CSA Culture since 29 June 2012 (Note 47(b)).

(xiii) China Southern West Australian Flying College Pty Limited. ("Flying College"), a former subsidiary of the Group, provides training services to the Group. Flying College became a jointly controlled entity of the Company since June 2010.

(xiv) The Company provides aircraft maintenance services to Sichuan Airlines Corporation Limited ("Sichuan Airlines"), which is an associate of the Group.

(xv) On October 29, 2010 and November 1, 2010, the Company issued 123,900,000 A shares to CSAHC and 312,500,000 H shares to Nan Lung, for cash consideration of RMB825 million and RMB736 million, respectively.

In addition to the above, certain affiliates of CSAHC also provided hotel and other services to the Group during the years ended December 31, 2012, 2011 and 2010. The total amount paid or payable to CSAHC Group was not material to the results of the Group for the year.

44 Material related party transactions (continued)

(c) Transactions with CSAHC and its affiliates (the "CSAHC Group"), associates, jointly controlled entities and other related party of the Group (continued)

Details of amounts due from / to the CSAHC Group, associates, jointly controlled entities and other related company of the Group:

	Note	*2012* RMB million	*2011* RMB million
Receivables:			
The CSAHC Group		122	43
Associates		29	12
Jointly controlled entities		90	88
Other related company		6	24
	36(a)	247	167

	Note	*2012* RMB million	*2011* RMB million
Payables:			
The CSAHC Group		109	68
A jointly controlled entity of CSAHC		188	1
An associate		-	13
Jointly controlled entities		11	39
Other related company		-	1
	36(b)	308	122

The amounts due from / to the CSAHC Group, associates, jointly controlled entities and other related company of the Group are unsecured, interest free and have no fixed terms of repayment.

44 Material related party transactions (continued)

(d) Loans from and deposits placed with SA Finance

(i) Loans from SA Finance

At December 31, 2012, loans from SA Finance to the Group amounted to RMB426 million (2011: RMB480 million).

The unsecured loans are repayable as follows:

	Note	*2012* RMB million	*2011* RMB million
Within 1 year		406	102
After 1 year but within 2 years		20	358
After 2 years but within 5 years		-	20
	32(h)	426	480

Interest expense paid on such loans amounted to RMB30 million (2011: RMB27 million; 2010: RMB27 million) and the interest rates ranged from 4.86% to 5.84% per annum during the year ended December 31, 2012 (2011: 4.86% to 6.32% per annum; 2010: 4.86% to 5.27% per annum).

(ii) Entrusted loan from CSAHC

At December 31, 2012, CSAHC, SA Finance and the Group entered into an entrusted loan agreement, pursuant to which, CSAHC, as the lender, entrusted SA Finance to lend RMB105 million to the Group from December 31, 2012 to December 31, 2013. The interest rate is 90% of benchmark interest rate stipulated by PBOC per annum.

(iii) Deposits placed with SA Finance

At December 31, 2012, the Group's deposits with SA Finance amounted to RMB2,307 million (2011: RMB2,493 million). The applicable interest rates are determined in accordance with the rates published by the PBOC.

Interest income received on such deposits amounted to RMB61 million (2011: RMB32 million; 2010: RMB17 million) during the year ended December 31, 2012.

(e) Guarantees from CSAHC

Certain bank loans of the Group amounting to RMB94 million (2011: RMB221 million) were guaranteed by CSAHC (Note 32 (g)(ii)).

(f) Commitments to CSAHC

At December 31, 2012, the Group had operating lease commitments to CSAHC in respect of lease payments for land and buildings of RMB175 million (2011: RMB199 million).

44 Material related party transactions (continued)

(g) Transactions with other state-controlled entities

The Company is a state-controlled entity and operates in an economic regime currently dominated by entities directly or indirectly controlled by the PRC government ("state-controlled entities") through its government authorities, agencies, affiliations and other organizations.

Other than those transactions with the CSAHC Group, associates, jointly controlled entities and other related company of the Group as disclosed in Notes 44(c), (d), (e) and (f) above, the Group conducts transactions with other state-controlled entities which include but are not limited to the following:

- Transportation services;
- Leasing arrangements;
- Purchase of equipment;
- Purchase of ancillary materials and spare parts;
- Ancillary and social services; and
- Financial services arrangement.

These transactions are conducted in the ordinary and usual course of the Group's business on terms comparable to those with other entities that are not state-controlled. The Group has established its buying, pricing strategy and approval process for purchases and sales of products and services. Such buying, pricing strategy and approval processes do not depend on whether or not the counterparties are state-controlled entities.

Having considered the potential for transactions to be impacted by related party relationships, the Group's pricing strategy, buying and approval processes, and what information would be necessary for an understanding of the potential effect of the relationship on the financial statements, the directors are of the opinion that the following transactions with other state-controlled entities require disclosure:

(i) The Group's transactions with other state-controlled entities, including state-controlled banks in the PRC

	2012	*2011*	*2010*
	RMB million	RMB million	RMB million
Jet fuel costs	33,096	25,497	21,345
Interest income	146	50	66
Interest expense	1,199	816	808

44 Material related party transactions (continued)

(g) Transactions with other state-controlled entities (continued)

(ii) The Group's balances with other state-controlled entities, including state-controlled banks in the PRC

	2012 RMB million	*2011* RMB million
Trade payables-jet fuel	544	1,267
Cash and deposits at bank	7,480	5,702
Short-term bank loans and current portion of long-term bank loans	21,149	18,630
Long-term bank loans, less current portion	29,575	28,144

45 Employee benefits plan

(a) Retirement benefits

Employees of the Group participate in several defined contribution retirement schemes organized separately by the PRC municipal and provincial governments in regions where the major operations of the Group are located. The Group is required to contribute to these schemes at rates ranging from 8% to 25% (2011: 8% to 24%; 2010: 8% to 25%) of salary costs including certain allowances. A member of the retirement schemes is entitled to pension benefits from the Local Labor and Social Security Bureau upon his / her retirement. The retirement benefit obligations of all retired staff of the Group are assumed by these schemes.

In addition, the Group has established a supplementary defined contribution retirement scheme for the benefit of employees in accordance with relevant regulations in the PRC. Employees of the Group participate in a supplementary defined contribution retirement scheme whereby the Group is required to make contributions not exceeding one-twelfth of the prior year's total salaries.

(b) Housing benefits

The Group contributes on a monthly basis to housing funds organized by municipal and provincial governments based on certain percentages of the salaries of employees. The Group's liability in respect of these funds is limited to the contributions payable in each year.

In addition to the housing funds, certain employees of the Group are eligible to one of the following housing benefit schemes:

45 Employee benefits plan (continued)

(b) Housing benefits (continued)

(i) Pursuant to a staff housing benefit scheme effective on September 2002, the Group agreed to pay lump sum housing allowances to certain employees who have not received quarters from CSAHC or the Group according to the relevant PRC housing reform policy. An employee who leaves the Company prior to the end of the vesting benefit period is required to pay back a portion of the lump sum housing benefits determined on a pro rata basis of the vesting benefit period. The Group has the right to effect a charge on the employee's house and to enforce repayment through the sale of the house in the event of default in repayment. Any remaining shortfall is charged to the consolidated income statement. The amount was fully amortized in 2012.

(ii) The Group also pays cash housing subsidies on a monthly basis to eligible employees. The monthly cash housing subsidies are charged to the consolidated income statement.

(c) Share Appreciation Rights Scheme

On November 30, 2011, the Company's General Meeting approved the "H Share Appreciation Rights Scheme of China Southern Airlines Company Limited" and "Initial Grant under the H Share Appreciation Rights Scheme of China Southern Airlines Company Limited" ("the Scheme").

Under the Scheme, 24,660,000 units of SARs were granted to 118 employees of the Group at the exercise price of HK$3.92 per unit prior to December 31, 2011. No shares will be issued under the Scheme and each SAR is notionally linked to one existing H share of the Company. Upon exercise of the SARs, a recipient will receive an amount of cash equal to the difference between the market share price of the relevant H share and the exercise price.

The SARs will have an exercise period of six years from the date of grant. Upon the satisfaction of certain performance conditions after the second, third and fourth anniversary of the date of grant, each one third of the SARs will become exercisable.

A dividend of RMB0.2 (equivalent to HKD0.25) (inclusive of applicable tax) per share was approved by the Company's General Meeting on May 31, 2012 (Note 43(b)(ii)), therefore, the exercise price for the SARs was adjusted to HKD3.67 per share in accordance with the predetermined formula stipulated in the Scheme. During the year, 940,000 units of SARs were forfeited.

The fair value of the liability for SARs is measured using the Black-Scholes option pricing model. The risk free rate, expected dividend yield and expected volatility of the share price are used as the inputs into the model. The fair value of the liability for SARs as at December 31, 2012 was RMB2,303,000 (2011: RMB231,000) and a corresponding staff costs of RMB2,072,000 was recognized during the year ended December 31, 2012 (2011: RMB231,000; 2010: Nil).

46 Segmental reporting

(a) Business segments

The Group's network passenger and cargo operations are managed as a single business unit. The Group's chief operating decision maker makes resource allocation decisions based on route profitability, which considers aircraft type and route economics. The objective in making resource allocation decisions is to optimize consolidated financial results. Therefore, based on the way the Group manages the network passenger and cargo operations, and the manner in which resource allocation decisions are made, the Group has only one reportable operating segment for financial reporting purposes, reported as the "airline business".

Financial results from other operating segments are below the quantitative threshold for determining reportable operating segments and consist primarily of business segments of ground services, air catering and other miscellaneous services. These other operating segments are combined and reported as "all other segments". Inter-segment sales are based on prices set on an arm's length basis.

For the purposes of assessing segment performance and allocating resources between segments, the Group's chief operating decision maker monitors the results, assets and liabilities attributable to each reportable segment based on financial results prepared under PRC GAAP. As such, the amount of each material reconciling items from the Group's reportable segment revenue, profit or loss, assets and liabilities arising from different accounting policies are set out in Note 46(c).

46 Segmental reporting (continued)

(a) Business segments (continued)

Information regarding the Group's reportable segments as provided to the Group's chief operating decision maker for the purposes of resource allocation and assessment of segment performance for the years ended December 31, 2012, 2011 and 2010 is set out below.

	Airline business			*All other segments*			*Eliminations*			*Unallocated**			*Total*		
	2012 RMB million	*2011* RMB million	*2010* RMB million	*2012* RMB million	*2011* RMB million	*2010* RMB million	*2012* RMB million	*2011* RMB million	*2010* RMB million	*2012* RMB million	*2011* RMB million	*2010* RMB million	*2012* RMB million	*2011* RMB million	*2010* RMB million
Revenue from external customers	**101,007**	92,274	77,394	**476**	433	394	**-**	-	-	**-**	-	-	**101,483**	92,707	77,788
Inter-segment sales	**-**	-	-	**1,159**	899	861	**(1,159)**	(899)	(861)	**-**	-	-	**-**	-	-
Reportable segment revenue	**101,007**	92,274	77,394	**1,635**	1,332	1,255	**(1,159)**	(899)	(861)	**-**	-	-	**101,483**	92,707	77,788
Reportable segment profit before taxation	**4,120**	6,105	6,742	**102**	43	81	**-**	-	-	**526**	720	1,275	**4,748**	6,868	8,098
Reportable segment assets	**138,023**	122,159		**1,905**	1,919		**(313)**	(335)		**2,879**	5,517		**142,494**	129,260	
Addition to non-current segment assets during the year	**24,316**	23,553		**57**	51		**-**	-		**-**	37		**24,373**	23,641	
Reportable segment liabilities	**102,011**	90,667		**1,200**	1,289		**(313)**	(335)		**-**	-		**102,898**	91,621	
Other segment information															
Interest income	**230**	174	91	**5**	5	2	**-**	-	-	**-**	-	-	**235**	179	93
Interest expense	**1,329**	1,023	1,222	**47**	44	43	**-**	-	-	**-**	-	-	**1,376**	1,067	1,265
Depreciation and amortization for the year	**8,204**	7,617	7,050	**80**	70	83	**-**	-	-	**-**	-	-	**8,284**	7,687	7,133
Impairment losses (including impact on property, plant and equipment, allowance for doubtful debts and provision for inventories)	**(7)**	726	220	**1**	1	-	**-**	-	-	**-**	-	-	**(6)**	727	220

* Unallocated assets primarily include investments in associates and jointly controlled entities, available-for-sale equity securities, other investments in equity securities and the principal and interest receivables of wealth management products. Unallocated results primarily include the share of results of associates and jointly controlled entities, gain on disposal / deemed disposal and losing control of a subsidiary, the interest income on wealth management products, dividend income from other investments, and the gain on disposal of a jointly controlled entity classified as held for sale in 2010.

46 Segmental reporting (continued)

(b) Geographic information of reportable segment revenue

	2012 RMB million	*2011* RMB million	*2010* RMB million
Domestic	81,322	75,807	63,850
Hong Kong, Macau and Taiwan	2,340	1,958	1,589
International *	17,821	14,942	12,349
	101,483	92,707	77,788

* Asian market accounted for approximately 58% (2011: 56%; 2010: 57%) of the Group's total international traffic revenue for the year ended December 31, 2012. The remaining portion was mainly derived from the Group's flights to / from Europe and North America regions and Australia.

The major revenue earning assets of the Group are its aircraft fleet which is registered in the PRC and is employed across its worldwide route network. The chief operating decision maker considers that there is no suitable basis for allocating such assets and related liabilities to geographical locations. Accordingly, geographical segment assets and liabilities are not disclosed.

(c) Reconciliations of reportable segment revenue, profit, assets and liabilities arising from different accounting policies

	Note	*2012* RMB million	*2011* RMB million	*2010* RMB million
Revenue				
Reportable segment revenue		102,642	93,606	78,649
Elimination of inter-segment revenue		(1,159)	(899)	(861)
Reclassification of expired sales in advance of carriage	5/(i)	495	309	664
Reclassification of sales tax	(ii)	(2,464)	(2,621)	(1,957)
Consolidated revenue		99,514	90,395	76,495

46 Segmental reporting (continued)

(c) Reconciliations of reportable segment revenue, profit, assets and liabilities arising from different accounting policies (continued)

	Note	*2012* RMB million	*2011* RMB million	*2010* RMB million
Profit				
Reportable segment profit before taxation		4,222	6,148	6,823
Unallocated amounts		526	720	1,275
Losses on lump sum housing benefits	(iii)	(14)	(26)	(26)
Adjustments arising from business combinations under common control	(iv)	(1)	-	(1)
Capitalization of exchange difference of specific loans	(v)	3	87	17
Government grants	(vi)	2	1	1
Consolidated profit before taxation		4,738	6,930	8,089

	Note	*2012* RMB million	*2011* RMB million
Assets			
Reportable segment assets		139,928	124,078
Elimination of inter-segment balances		(313)	(335)
Unallocated amounts		2,879	5,517
Losses on lump sum housing benefits	(iii)	-	14
Adjustments arising from an associate's business combination under common control	(iv)	10	-
Capitalization of exchange difference of specific loans	(v)	218	215
Government grants	(vi)	(225)	(37)
Effect of the above adjustments on taxation		(43)	(40)
Consolidated total assets		142,454	129,412
Liabilities			
Reportable segment liabilities		103,211	91,956
Elimination of inter-segment balances		(313)	(335)
Government grants	(vi)	(190)	-
Effect of the above adjustments on taxation		12	14
Consolidated total liabilities		102,720	91,635

46 Segmental reporting (continued)

(c) Reconciliations of reportable segment revenue, profit, assets and liabilities arising from different accounting policies (continued)

Notes:

(i) In accordance with the PRC GAAP, expired sales in advance of carriage are recorded under non-operating income. Under IFRSs, such income is recognized in revenue as other operating revenue.

(ii) In accordance with the PRC GAAP, business tax and surcharge is separately disclosed rather than deducted from revenue under IFRSs.

(iii) In accordance with the PRC GAAP, losses on the lump sum housing benefits executed by CSAHC are charged to retained profits as of January 1, 2001 pursuant to the relevant regulations. Under IFRSs, losses on lump sum housing benefits are initially deferred and charged to the consolidated income statement, over the vesting benefit periods stipulated by the relevant contracts.

(iv) In accordance with the PRC GAAP, the Company and its associate account for the business combination under common control by applying the pooling-of-interest method. Under the pooling-of-interest method, the difference between the historical carrying amount of the acquiree and the consideration paid is accounted for as an equity transaction. Under IFRSs, the Company adopts the purchase accounting method for acquisition of business under common control.

Adjustments are also made to the associate's financial statements in regards of business combination under common control so that to conform with the accounting policy of the Company when the associate's financial statements are used by the Company in applying the equity method when preparing its financial statements in accordance with IFRSs.

(v) In accordance with the PRC GAAP, exchange difference arising on translation of specific loans and related interest denominated in a foreign currency is capitalized as part of the cost of qualifying assets. Under IFRSs, such exchange difference should be recognized in the consolidated income statement unless the exchange difference represents an adjustment to interest.

(vi) In accordance with the PRC GAAP, special funds such as investment grants allocated by the government, if clearly defined on official documents as part of "capital reserves", are credited to capital reserves. Otherwise, government grants related to assets are recognized as deferred income and amortized to profit or loss on a straight line basis over the useful life of the related assets. Under IFRSs, government grants relating to purchase of fixed assets are deducted from the cost of the related fixed assets.

47 Supplementary information to the consolidated cash flow statements

(a) Non-cash transactions - acquisition of aircraft

During the year ended December 31, 2012, aircraft acquired under finance leases amounted to RMB8,178 million (2011: RMB3,390 million; 2010: RMB3,056 million).

47 Supplementary information to the consolidated cash flow statements (continued)

(b) Effect of the disposal and losing control of Xiamen Media

Xiamen Airlines held 80% equity interests in Xiamen Media since its incorporation. In June 2012, Xiamen Airlines acquired the remaining 20% equity interests in Xiamen Media from its non-controlling shareholder at a consideration of RMB17 million and Xiamen Airlines subsequently disposed 51% equity interests in Xiamen Media to CSA Culture, which is a 40% owned associate of the Company with the remaining 60% owned by CSAHC, at the consideration of RMB43 million while retaining the remaining 49% equity interests in Xiamen Media. The disposal was completed and Xiamen Media became an associate of the Group on June 29, 2012. The net gain on disposal and losing control of the subsidiary was recorded in the consolidated income statement.

	Note	*Net book value as of the disposal date RMB million*
Non-current assets		1
Trade and other receivables		3
Cash and cash equivalents		38
Trade and other payables		(11)
Current Taxation		(1)
Net identifiable assets		30
Consideration received, satisfied in cash		43
Fair value of the remaining 49% equity interests		41
Net gain on disposal and losing control	15	54
Cash and cash equivalent disposed		(38)
Consideration received		43
Net cash inflow from the disposal		5

48 Financial risk management and fair values

The Group is exposed to liquidity, interest rate, currency, credit risks and commodity jet fuel price risk in the normal course of business. The Group's exposure to these risks and the financial risk management policies and practices used by the Group to manage these risks are described below.

(a) Liquidity risk

As at December 31, 2012, the Group's current liabilities exceeded its current assets by RMB31,944 million. For the year ended December 31, 2012, the Group recorded a net cash inflow from operating activities of RMB11,704 million, a net cash outflow from investing activities of RMB12,153 million and a net cash inflow from financing activities of RMB668 million, which in total resulted in a net increase in cash and cash equivalents of RMB219 million.

In 2013 and thereafter, the Group is primarily dependent on its ability to maintain adequate cash inflow from operations to meet its debt obligations as they fall due, and its ability to obtain adequate external financing to meet its committed future capital expenditures. As at December 31, 2012, the Group had banking facilities with several PRC banks and financial institutions for providing bank financing up to approximately RMB173,162 million (2011: RMB127,448 million), of which approximately RMB60,369 million (2011: RMB36,414 million) was utilized. The directors of the Company believe that sufficient financing will be available to the Group when and where needed.

The directors of the Company have carried out a detailed review of the cash flow forecast of the Group for the twelve months ending December 31, 2013. Based on such forecast, the directors have determined that adequate liquidity exists to finance the working capital, capital expenditure requirements and dividend payments of the Group during that period. In preparing the cash flow forecast, the directors have considered historical cash requirements of the Group as well as other key factors, including the availability of the above-mentioned bank financing which may impact the operations of the Group during the next twelve-month period. The directors of the Company are of the opinion that the assumptions and sensitivities which are included in the cash flow forecast are reasonable. However, as with all assumptions in regard to future events, these are subject to inherent limitations and uncertainties and some or all of these assumptions may not be realized.

As at December 31, 2012, the contractual maturities at the end of financial years of the Group's bank and other loans, obligations under finance leases, trade payables and amounts due to related companies are disclosed in Notes 32, 33, 34 and 36, respectively. During the year ended December 31, 2011, the Group had forward foreign exchange contracts, of which the outflow amounted to RMB65 million and inflow amounted to RMB53 million. All forward foreign contracts were fully settled in 2011. As at December 31, 2012, the Group had no outstanding forward foreign exchange contract.

48 Financial risk management and fair values (continued)

(b) Interest rate risk

The interest rates and maturity information of the Group's bank and other loans and obligations under finance lease are disclosed in Notes 32 and 33, respectively.

At December 31, 2012, it is estimated that a general increase / decrease of 100 basis points in interest rates, with all other variables held constant, would have decreased / increased the Group's profit after tax and retained profits by approximately RMB307 million (2011: RMB245 million; 2010: RMB220 million). Other components of consolidated equity would not be affected (2011 and 2010: Nil, respectively) by the changes in interest rates.

The sensitivity analysis above indicates the instantaneous change in the Group's profit after tax and retained profits and other components of consolidated equity that would arise assuming that the change in interest rates had occurred at the end of the reporting period and had been applied to re-measure those financial instruments held by the Group which expose the Group to fair value interest rate risk at the end of the reporting period. In respect of the exposure to cash flow interest rate risk arising from floating rate non-derivative instruments held by the Group at the end of the reporting period, the impact on the Group's profit after tax (and retained profits) and other components of consolidated equity is estimated as an annualized impact on interest expense or income of such a change in interest rates. The analysis is performed on the same basis for 2011 and 2010.

(c) Foreign currency risk

Renminbi is not freely convertible into foreign currencies. All foreign exchange transactions involving Renminbi must take place either through the PBOC or other institutions authorized to buy and sell foreign exchange or at a swap center.

The Group has significant exposure to foreign currency risk as substantially all of the Group's obligations under finance leases (Note 33), bank and other loans (Note 32) and operating lease commitments (Note 49(b)) are denominated in foreign currencies, principally US dollars, Singapore dollars and Japanese Yen. Depreciation or appreciation of Renminbi against foreign currencies affects the Group's results significantly because the Group's foreign currency liabilities generally exceed its foreign currency assets.

The exchange rate of Renminbi to US dollar is set by the PBOC and had fluctuated within a narrow band prior to July 21, 2005. Since then, a managed floating exchange rate regime based on market supply and demand with reference to a basket of foreign currencies has been used and the US dollar exchange rate has gradually declined against Renminbi.

48 Financial risk management and fair values (continued)

(c) Foreign currency risk (continued)

The following table indicates the instantaneous change in Group's profit after tax and retained profits that would arise if foreign exchange rates to which the Group has significant exposure at the beginning of the financial year had changed at that date, assuming all other risk variables remained constant.

	2012		*2011*		*2010*	
	Appreciation / (depreciation) of Renminbi against foreign currency	*Increase / (decrease) on profit after tax and retained profits RMB million*	*Appreciation / (depreciation) of Renminbi against foreign currency*	*Increase / (decrease) on profit after tax and retained profits RMB million*	*Appreciation / (depreciation) of Renminbi against foreign currency*	*Increase / (decrease) on profit after tax and retained profits RMB million*
United States						
Dollars	2%	1,033	2%	912	2%	798
	(2)%	(1,033)	(2)%	(912)	(2)%	(798)
Singapore						
Dollars	2%	8	2%	8	-	-
	(2)%	(8)	(2)%	(8)	-	-
Japanese						
Yen	10%	125	-	-	-	-
	(10)%	(125)	-	-	-	-

Results of the analysis as presented in the above table represent an aggregation of the instantaneous effects on each of the Group entities' profit after tax and retained profits measured in the respective functional currencies, translated into Renminbi at the exchange rate ruling at the end of the financial year for presentation purposes.

The sensitivity analysis assumes that the change in foreign exchange rates had been applied to re-measure those financial instruments and lease commitments and obligations held by the Group which expose the Group to foreign currency risk at the end of the financial year, including inter-company payables and receivables within the Group which are denominated in a currency other than the functional currencies of the lender or the borrower. The analysis excludes differences that would result from the translation of the financial statements of foreign operations into the Group's presentation currency. The analysis is performed on the same basis for 2011 and 2010.

(d) Credit risk

The Group's credit risk is primarily attributable to cash and cash equivalents and trade receivables.

Substantially all of the Group's cash and cash equivalents are deposited with PRC financial institutions, which management believes are of high credit quality.

A significant portion of the Group's air tickets are sold by agents participating in the Billing and Settlement Plan ("BSP"), a clearing scheme between airlines and sales agents organized by International Air Transportation Association. The use of the BSP reduces credit risk to the Group. As at December 31, 2012, the balance due from BSP agents amounted to RMB887 million (2011: RMB923 million). The credit risk exposure to BSP and the remaining trade receivables balance are monitored by the Group on an ongoing basis and the allowance for impairment of doubtful debts is within management's expectations. Further quantitative disclosures in respect of the Group's exposure to credit risk arising from trade receivables is set out in Note 29.

48 Financial risk management and fair values (continued)

(e) Jet fuel price risk

The Group's results of operations may be significantly affected by fluctuations in fuel prices since the jet fuel expenses are a significant cost for the Group. A reasonable possible increase / decrease of 10% (2011 and 2010: 10%, respectively) in jet fuel price, with volume of fuel consumed and all other variables held constant, would have increased / decreased the fuel costs by approximately RMB3,740 million (2011: RMB3,268 million; 2010: RMB2,349 million). The sensitivity analysis indicates the instantaneous change in the Group's fuel cost that would arise assuming that the change in fuel price had occurred at the beginning of the financial year.

(f) Fair value

(i) Financial instruments carried at fair value

The following table presents the carrying value of financial instruments measured at fair value at the end of financial period across the three levels of the fair value hierarchy defined in IFRS 7, *Financial Instruments: Disclosures* , with the fair value of each financial instrument categorized in its entirety based on the lowest level of input that is significant to that fair value measurement. The levels are defined as follows:

- Level 1 (highest level): fair values measured using quoted prices (unadjusted) in active markets for identical financial instruments
- Level 2: fair values measured using quoted prices in active markets for similar financial instruments, or using valuation techniques in which all significant inputs are directly or indirectly based on observable market data
- Level 3 (lowest level): fair values measured using valuation techniques in which any significant input is not based on observable market data

2012

	Level 1 RMB million	*Level 2* RMB million	*Level 3* RMB million	*Total* RMB million
Assets				
Available-for-sale equity securities:				
- Listed	69	-	-	69

48 Financial risk management and fair values (continued)

(f) Fair value (continued)

(i) Financial instruments carried at fair value (continued)

2011

	Level 1 RMB million	*Level 2* RMB million	*Level 3* RMB million	*Total* RMB million
Assets				
Available-for-sale equity securities:				
- Listed	64	-	-	64

During the years ended December 31, 2012 and 2011, there were no significant transfers between instruments in Level 1 and Level 2.

Fair value of available-for-sale securities is based on quoted market prices at the end of the financial year without any deduction for transaction costs.

(ii) Non-current investments represent unlisted equity securities of companies established in the PRC. There is no quoted market price for such equity securities and accordingly a reasonable estimate of the fair value could not be measured reliably.

(iii) Amounts due from / to related companies are unsecured, interest-free and have no fixed terms of repayment. Given these terms, it is not meaningful to disclose fair values of these balances.

(iv) All other financial instruments, including trade and other receivables, trade and other payables, are carried at amounts not materially different from their fair values as at December 31, 2012 and December 31, 2011.

49 Commitments

(a) Capital commitments

Capital commitments outstanding at December 31, 2012 not provided for in the consolidated financial statements were as follows:

	2012 RMB million	*2011* RMB million
Commitments in respect of aircraft and flight equipment		
- authorized and contracted for	71,309	61,250
	71,309	61,250
Investment commitments		
-authorized and contracted for		
- Capital contributions to a subsidiary	120	120
- Capital contributions for acquisition of interests in associates	119	119
- Share of capital commitments of a jointly controlled entity	113	27
	352	266
-authorized but not contracted for		
- Share of capital commitments of a jointly controlled entity	218	-
	570	266
Other commitments		
- authorized and contracted for	1,406	1,534
- authorized but not contracted for	2,414	2,256
	3,820	3,790
	75,699	65,306

49 Commitments (continued)

(a) Capital commitments

As at December 31, 2012, the Group placed orders for 195 aircraft, which are scheduled for deliveries from 2013 to 2019. Advance payments of RMB17,333 million have been made towards the purchase of these aircraft and related equipment. As at December 31, 2012, the approximate total future payments, including estimated amounts for price escalation through anticipated delivery dates for these aircraft and flight equipment are as follows:

	2012 RMB million	*2011* RMB million
2012	-	19,014
2013	23,671	19,673
2014	19,951	13,328
2015	14,990	8,580
2016	6,589	655
2017 and afterwards	6,108	-
	71,309	61,250

(b) Operating lease commitments

As at December 31, 2012, the total future minimum lease payments under non-cancellable operating leases in respect of properties, aircraft and flight equipment are as follows:

	2012 RMB million	*2011* RMB million
Payments due		
Within 1 year	4,110	4,369
After 1 year but within 5 years	12,532	13,283
After 5 years	5,519	7,487
	22,161	25,139

50 Contingent liabilities

(a) The Group leased certain properties and buildings from CSAHC which are located in Guangzhou, Wuhan and Haikou and other PRC cities. These properties and buildings lack adequate documentation evidencing CSAHC's rights thereto.

Pursuant to the indemnification agreement dated May 22, 1997 between the Group and CSAHC, CSAHC has agreed to indemnify the Group against any loss or damage arising from any challenge of the Group's right to use the properties and buildings.

50 Contingent liabilities (continued)

(b) The Group entered into agreements with its pilot trainees and certain banks to provide guarantee on personal bank facilities in relation to the individual flight training tuitions amounting to RMB581 million as at December 31, 2012(2011: RMB395 million). As at December 31, 2012, RMB398 million were withdrawn by the trainees and therefore guaranteed by the Group (2011: RMB293 million). During the year, the Group has paid RMB3 million (2011: RMB4 million; 2010: RMB2 million) to the banks due to the default of payments of certain pilot trainees.

(c) The Company received a claim on July 11, 2011 from an overseas entity (the “claimant”) against the Company for the alleged breach of certain terms and conditions of an aircraft sale agreement. The claimant has made a claim against the Company for an indemnity of USD46 million or for the refund of the down payments of USD12 million, and the interest thereon which is calculated in accordance with Clause 35A, United Kingdom Supreme Court Act 1981. The claim is still being investigated and the directors are of the opinion that the claim is without merit and the Company has involved its legal advisor to defend the claim and filed a defense to the claimant declining all the claims and made a counter claim for an indemnity of around USD34 million caused by the claimant’s non-execution of the aircraft sale agreement. During the year, the claimant subsequently changed its claim for the refund of the down payment of USD12 million to USD13 million. The directors are of the opinion that an outflow of resource embodying economic benefits is not probable to occur.

51 Non-adjusting events after the financial year end

(a) On October 31, 2012, the Board approved the proposal of issuance of ultra-short-term financing bills in the PRC in the principal amount of up to RMB10 billion with the authorization given by the Extraordinary General Meeting of the Company. The ultra-short-term financing bills are to be used to fund the operating activities of the Company. On February 8, 2013, the Company issued ultra-short-term financing bills with total face value of RMB500 million, with a maturity period of 180 days and coupon interest rate of 3.9%.

(b) On March 26, 2013, the directors proposed a final dividend in respect of the year ended December 31, 2012. Further details are disclosed in Note 43(b).

52 Immediate and ultimate controlling party

As at December 31, 2012, the directors of the Company consider the immediate parent and ultimate controlling party of the Group to be CSAHC, a state-owned enterprise established in the PRC. CSAHC does not produce financial statements available for public use.

53 Accounting judgments and estimates

The Groups’ financial position and results of operations are sensitive to accounting methods, assumptions and estimates that underlie the preparation of the financial statements. The Group bases the assumptions and estimates on historical experience and on various other assumptions that the Group believes to be reasonable and which form the basis for making judgments about matters that are not readily apparent from other sources. On an ongoing basis, management evaluates its estimates. Actual results may differ from those estimates as facts, circumstances and conditions change.

53 Accounting judgments and estimates (continued)

The selection of critical accounting policies, the judgments and other uncertainties affecting application of those policies and the sensitivity of reported results to changes in condition and assumptions are factors to be considered when reviewing the financial statements. In addition to the assumptions and estimates regarding provision for early retirement benefits and fair value measurements of financial instruments disclosed in Note 40 and Note 48(f) respectively, the Group believes the following critical accounting policies also involve the most significant judgments and estimates used in the preparation of the financial statements.

(a) Impairment of long-lived assets

If circumstances indicate that the carrying amount of a long-lived asset may not be recoverable, the asset may be considered "impaired", and an impairment loss may be recognized in accordance with IAS 36, *Impairment of Assets.* The carrying amounts of long-lived assets are reviewed periodically in order to assess whether the recoverable amounts have declined below the carrying amounts. These assets are tested for impairment whenever events or changes in circumstances indicate that their recorded carrying amounts may not be recoverable. When such a decline has occurred, the carrying amount is reduced to the recoverable amount. The recoverable amount is the greater of the fair value less costs to sell and value in use. In determining the value in use, expected cash flows generated by the asset are discounted to their present value, which requires significant judgment relating to the level of traffic revenue and the amount of operating costs. The Group uses all readily available information in determining an amount that is a reasonable approximation of recoverable amount, including estimates based on reasonable and supportable assumptions for projections of traffic revenue and amount of operating costs.

(b) Depreciation

Property, plant and equipment are depreciated on a straight-line basis over the estimated useful lives, after taking into account the estimated residual value. The Group reviews the estimated useful lives of assets annually in order to determine the amount of depreciation expense to be recorded during any financial year. The useful lives are based on the Group's historical experience with similar assets and take into account anticipated technological changes. The depreciation expense for future periods is adjusted if there are significant changes from previous estimates.

(c) Provision for major overhauls

Provision for the cost of major overhauls for airframes and engines under operating leases is accrued and charged to the consolidated income statement over the estimated overhaul period. This requires estimation of the expected overhaul cycle and overhaul cost, which are based on the historical experience of actual cost incurred for overhauls of airframes and engines of the same or similar types. Different estimates could significantly affect the estimated provision and the results of operations.

53 Accounting judgments and estimates (continued)

(d) Frequent flyer revenue

The amount of revenue attributable to the mileages earned by the members of the Group's frequent flyer award programs is estimated based on the fair value of the mileages awarded and the expected redemption rate. The fair value of the mileages awarded is estimated by reference to external sales. The expected redemption rate was estimated based on historical experience, future redemption pattern and program design.

54 Possible impact of amendments, new standards and interpretations issued but not yet effective for the year ended December 31, 2012

Up to the date of issue of these consolidated financial statements, the IASB has issued a number of amendments and five new standards which are not yet effective for the year ended December 31, 2012 and which have not been adopted in these consolidated financial statements.

	Effective for accounting periods beginning on or after
Amendments to IAS 1, *Presentation of financial statements*	July 1, 2012
– Presentation of items of other comprehensive income	
IFRS 10, *Consolidated financial statements*	January 1, 2013
IFRS 11, *Joint arrangements*	January 1, 2013
IFRS 12, *Disclosure of interests in other entities*	January 1, 2013
IFRS 13, *Fair value measurement*	January 1, 2013
IAS 27, *Separate financial statements (2011)*	January 1, 2013
IAS 28, *Investments in associates and joint ventures*	January 1, 2013
Revised IAS 19, *Employee benefits*	January 1, 2013
Annual Improvements to IFRSs 2009-2011 Cycle	January 1, 2013
Amendments to IFRS 7, *Financial instruments: Disclosures*	January 1, 2013
– Disclosures - Offsetting financial assets and financial liabilities	
Amendments to IAS 32, *Financial instruments: Presentation*	January 1, 2014
– Offsetting financial assets and financial liabilities	
IFRS 9, *Financial instruments*	January 1, 2015

54 Possible impact of amendments, new standards and interpretations issued but not yet effective for the year ended December 31, 2012 (continued)

The Group is in the process of making an assessment of what the impact of these amendments is expected to be in the period of initial application. So far it has concluded that the adoption of them is unlikely to have a significant impact on the consolidated financial statements except for the following:

IFRS 10, *Consolidated financial statements*

IFRS 10 replaces the requirements in IAS 27, Consolidated and separate financial statements relating to the preparation of consolidated financial statements. It introduces a single control model to determine whether an investee should be consolidated, by focusing on whether the entity has power over the investee, exposure to variable returns from its involvement with the investee and the ability to use its power to affect the amount of those returns.

The application of IFRS 10 is not expected to change any of the control conclusions reached by the Group in respect of its involvement with other entities as at January 1, 2013. However, it may in the future result in investees being consolidated which would not have been consolidated under the Group's existing policies or vice versa.

55 Subsidiaries

The following list contains only the particulars of subsidiaries which principally affect the results, assets or liabilities of the Group.

Name of company	*Place of establishment / operation*		*Registered capital*	*Proportion of ownership interest held by the Company*	*Principal activity*
Shantou Airlines Company Limited (a)	PRC	RMB	280,000,000	60%	Airline
Chongqing Airlines Company Limited (a)	PRC	RMB	1,200,000,000	60%	Airline
Zhuhai Airlines Company Limited (a)	PRC	RMB	250,000,000	60%	Airline
Xiamen Airlines (a)	PRC	RMB	5,000,000,000	51%	Airline
Guizhou Airlines (a)	PRC	RMB	180,000,000	60%	Airline
Nan Lung International Freight Limited	Hong Kong	HKD	3,270,000	51%	Freight services
Guangzhou Baiyun International Logistic Company Limited (a)	PRC	RMB	50,000,000	61%	Logistics operations
China Southern Airlines Group Air Catering Company Limited (a)	PRC	RMB	10,200,000	100%	Air catering
Guangzhou Nanland Air Catering Company Limited (b)	PRC	RMB	120,000,000	55%	Air catering
Xinjiang Civil Aviation Property Management Limited (a)	PRC	RMB	251,332,832	51.84%	Property management
Beijing Southern Airlines Ground Services Company Limited (a)	PRC	RMB	18,000,000	100%	Airport ground services

(a) These subsidiaries are PRC limited liability companies.

(b) This subsidiary is a Sino-foreign equity joint venture company established in the PRC.

(c) Certain subsidiaries of the Group are PRC joint ventures which have limited terms pursuant to the PRC law.

56 Associates and jointly controlled entities

The particulars of the Group's principal associates and jointly controlled entities as of December 31, 2012 are as follows:

Name of company	*Place of Establishment/ operation*	*Group's effective interest*	*Proportion of ownership interest held by*		*Proportion of voting rights held by the Group*	*Principal Activity*
			The Company	*Subsidiaries*		
GAMECO (a)	PRC	50%	50%	-	50%	Aircraft repair and maintenance services
SA Finance	PRC	33.98%	21.09%	12.89%	33.98%	Provision of financial services
Sichuan Airlines	PRC	39%	39%	-	39%	Airline
CSA Culture	PRC	40%	40%	-	40%	Advertising services
Zhuhai Xiang Yi (a)	PRC	51%	51%	-	50%	Flight simulation services
Guangzhou China Southern Zhongmian Dutyfree Store Co., Limited (a)	PRC	50%	50%	-	50%	Sales of duty free goods in flight
Flying College (a)	Australia	48.12%	48.12%	-	50%	Pilot training services

(a) These are jointly controlled entities.

(b) Certain jointly controlled entities of the Group are PRC joint ventures which have limited terms pursuant to the PRC law.

DATE OF ISSUE | CERTIFICATE NUMBER | TP | NO. OF H SHARES

中國南方航空股份有限公司
China Southern Airlines Company Limited

(a joint stock limited company incorporated in the People's Republic of China with limited liability)

CERTIFICATE FOR H SHARES

The Company was registered on 25th March, 1995 with a business licence number 10001760-0.

THIS IS TO CERTIFY that the undermentioned person(s) is/are the registered holder(s) of fully paid H shares of nominal value of Renminbi 1.00 each as detailed below in the issued share capital of the Company, subject to the Articles of Association of the Company.

SPECIMEN

CODE:

NUMBER OF H SHARES:

Given under the Securities Seal of the Company on the date stated above.

CHAIRMAN OF THE BOARD OF DIRECTORS

Conditions

By acquiring H shares of the Company, the registered holder(s) of the above number of H shares:

(1) agree(s) with the Company and each other shareholder of the Company, and the Company agrees with each registered holder(s) and each other shareholder, to observe and comply with the Company Law (公司法) of the People's Republic of China ("PRC") adopted at the Fifth Session of the Standing Committee of the Eighth National People's Congress on 29th December, 1993 and effective from 1st July, 1994, as amended, supplemented or otherwise modified from time to time (the "Company Law"), the Special Regulations on the Overseas Offering and Listing of Shares by Joint Stock Limited Companies (國務院關於股份有限公司境外募集股份及上市的特別規定) issued by the State Council of the PRC on 4th August, 1994, as amended, supplemented or otherwise modified from time to time and the Articles of Association of the Company (the "Articles of Association");

(2) agree(s) with the Company and each other shareholder, director, supervisor, manager and officer of the Company, and the Company acting for itself and for each director, supervisor, manager and officer, agrees with each shareholder to refer all differences and claims arising from the Articles of Association or any rights or obligations conferred or imposed by the Company Law or other relevant laws and administrative regulations concerning the affairs of the Company to arbitration in accordance with the Articles of Association, and any reference to arbitration shall be deemed to authorise the arbitration tribunal to conduct hearings in open session and to publish its award. Such arbitration shall be final and conclusive;

(3) agree(s) with the Company and each other shareholder of the Company that shares in the Company are freely transferable by the holder thereof; and

(4) authorise(s) the Company to enter into a contract on his (their) behalf with each director, supervisor and officer of the Company whereby such directors, supervisors and officers undertake to observe and comply with their obligations to shareholders as stipulated in the Articles of Association.

No transfer in respect of any of the above number of shares will be registered unless accompanied by this share certificate and otherwise in compliance with the requirements of the Articles of Association.

The Company's legal address: Baiyun International Airport, Guangzhou, The People's Republic of China

H share registrar in Hong Kong: HKSCC Registrars Limited, 2/F, Vicwood Plaza, 199 Des Voeux Road, Central, Hong Kong

HKSCC B053783

FORM OF TRANSFER 股份轉讓書

CHINA SOUTHERN AIRLINES COMPANY LIMITED

SELLER'S BROKER	BUYER'S BROKER	SELLER'S BROKER	BUYER'S BROKER
1	2		
3	4	11	12
5	6	13	14
7	8	15	16
9	10	17	18

FOR THE CONSIDERATION stated on the right the "Registered Holder" named overleaf (the "Transferor") does hereby transfer to the "Transferee" named below the shares represented by this certificate subject to the several conditions on which the said shares are now held by the Transferor, and the Transferee does hereby agree to accept and be bound by the conditions appearing on the face of this certificate and hold the said shares subject to the conditions aforesaid.
股票"註冊持有人"(即轉讓人)現依據所簽定之各條件，按右列之對價，將此股票內列出之股份轉讓與承讓人，承讓人並同意按納所釐訂之條件，承受此指定之股份。

Consideration 對價

TRANSFEREE(S) 承讓人

NOTE: (a) Name of Transferee in full i.e., surname, forenames or other names. 承讓人詳細姓名，包括姓氏，名字或別名。(b) Address in full 地址 (Joint shareholders should give one address only. 聯名股東用同一地址)

NAME(S) IN ENGLISH (Surname first) In block capitals 英文姓名 (須先填寫姓氏) 請用正楷填寫	1) 2) 3) 4)	NAME(S) IN CHINESE 中文姓名	1) 2) 3) 4)
ADDRESS 地址 Bldg., Block, Room No. 大廈、座及室號		Existing shareholder 原有股東	yes 是 / no 否
Street, Estate, Floor No. 門牌編號、街道、屋邨名稱、樓數		Occupation 職業	
District, Town, Postcode 區域名稱	Country 國名	Tel. No. 電話號碼	
DIVIDEND INSTRUCTIONS 股息處理 Name of Bank 銀行名稱		ACCOUNT NUMBER 賬戶號碼	
Branch/Address 分行/地址			

SIGNED by the parties to this transfer this 雙方簽字日期

.... 19......

見證人簽名
in the presence of
SIGNATURE
OF WITNESS ....

Address 地址 ....

....

Occupation 職業 ....

....
Signature(s) of transferor(s) (轉讓人簽名)

見證人簽名
in the presence of
SIGNATURE
OF WITNESS ....

Address 地址 ....

....

Occupation 職業 ....

....
Signature(s) of transferee(s) (承讓人簽名)

940

***** INDICATED CONFIDENTIAL MATERIAL OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND FILED WITH THE SECURITIES AND EXCHANGE COMMISSION SEPARATELY WITH A REQUEST FOR CONFIDENTIAL TREATMENT.**

PURCHASE AGREEMENT NUMBER PA-03757

between

THE BOEING COMPANY

and

XIAMEN AIRLINES

Relating to Boeing Model 737-800 Aircraft

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Purchase Agreement No. PA-03757

between

The Boeing Company

and

Xiamen Airlines

This Purchase Agreement No. PA-03757 between The Boeing Company, a Delaware corporation, (**Boeing**) and Xiamen Airlines, a China corporation, (**Customer**) relating to the purchase and sale of Model 737-800 aircraft together with all tables, exhibits, supplemental exhibits, letter agreements and other attachments thereto, if any, (**Purchase Agreement**) incorporates the terms and conditions (except as specifically set forth below) of the Aircraft General Terms Agreement dated as of November 10, 2003 between the parties, identified as AGTA/XIA (**AGTA**).

1. Quantity, Model and Description.

The aircraft to be delivered to Customer will be designated as Model 737-85C aircraft (**Aircraft**). Boeing will manufacture and sell to Customer Aircraft conforming to the configuration described in Exhibit A in the quantities listed in Table 1 to the Purchase Agreement.

2. Delivery Schedule.

The scheduled months of delivery of the Aircraft are listed in the attached Table 1. Exhibit B describes certain responsibilities for both Customer and Boeing in order to accomplish the delivery of the Aircraft.

3. Price.

3.1 Aircraft Basic Price. The Aircraft Basic Price is listed in Table 1 and is subject to escalation in accordance with the terms of this Purchase Agreement.

3.2 Advance Payment Base Prices. The Advance Payment Base Prices listed in Table 1 were calculated utilizing the latest escalation factors available to Boeing on the date of this Purchase Agreement projected to the month of scheduled delivery.

4. Payment.

4.1 Boeing acknowledges receipt of a deposit in the amount shown in Table 1 for each Aircraft (**Deposit**).

4.2 The standard advance payment schedule for the Model 737-85C aircraft requires Customer to make certain advance payments, expressed in a percentage of the Advance Payment Base Price of each Aircraft beginning with a payment of one percent (1%), less the Deposit, on the effective date of the Purchase Agreement for the Aircraft. Additional advance payments for each Aircraft are due as specified in and on the first business day of the months listed in the attached Table 1.

4.3 For any Aircraft whose scheduled month of delivery is less than twenty four (24) months from the date of this Purchase Agreement, the total amount of advance payments due for payment upon signing of this Purchase Agreement will include all advance payments which are past due in accordance with the standard advance payment schedule set forth in paragraph 4.2 above.

4.4 Customer will pay the balance of the Aircraft Price of each Aircraft at delivery.

5. Additional Terms.

5.1 Aircraft Information Table. Table 1 consolidates information contained in Articles 1, 2, 3 and 4 with respect to (i) quantity of Aircraft, (ii) applicable Detail Specification, (iii) month and year of scheduled deliveries, (iv) Aircraft Basic Price, (v) applicable escalation factors and (vi) Advance Payment Base Prices and advance payments and their schedules.

5.2 Escalation Adjustment/Airframe and Optional Features. Supplemental Exhibit AE1 contains the applicable airframe and optional features escalation formula.

5.3 Buyer Furnished Equipment Variables. Supplemental Exhibit BFE1 contains supplier selection dates, on dock dates and other variables applicable to the Aircraft.

5.4 Customer Support Variables. Information, training, services and other things furnished by Boeing in support of introduction of the Aircraft into Customer's fleet are described in Supplemental Exhibit CS1.

5.5 Engine Escalation Variables. Supplemental Exhibit EE1 describes the applicable engine escalation formula and contains the engine warranty and the engine patent indemnity for the Aircraft.

5.6 Service Life Policy Component Variables. Supplemental Exhibit SLP1 lists the SLP Components covered by the Service Life Policy for the Aircraft.

5.7 Public Announcement. Boeing reserves the right to make a public announcement regarding Customer's purchase of the Aircraft upon approval of Boeing's press release by Customer's public relations department or other authorized representative.

5.8 Negotiated Agreement; Entire Agreement. This Purchase Agreement, including the provisions of Article 8.2 of the AGTA relating to insurance, and Article 11 of Part 2 of Exhibit C of the AGTA relating to DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, has been the subject of discussion and negotiation and is understood by the parties; the Aircraft Price arid other agreements of the parties stated in this Purchase Agreement were arrived at in consideration of such provisions. This Purchase Agreement, including the AGTA, contains the entire agreement between the parties and supersedes all previous proposals, understandings, commitments or representations whatsoever, oral or written, and may be changed only in writing signed by authorized representatives of the parties.

AGREED AND ACCEPTED this

August 8, 2012
Date

THE BOEING COMPANY	XIAMEN AIRLINES
/s/ Millie Edmonds	/s/ Che Shang Lun
Signature	Signature
Millie Edmonds	
Printed name	Printed name
Attorney-in-Fact	
Title	Title

Table 1 To
Purchase Agreement No. PA-03757
Aircraft Delivery, Description, Price and Advance Payments

Airframe Model/MTOW:	737-800	171500 pounds	**Detail Specification:**	D019A001XIA38P-3 (8/24/2011)	
Engine Model/Thrust:	CFM56-7B24	24000 pounds	**Airframe Price Base Year/Escalation Formula:**	Jul-11	ECI-W Afm
Airframe Price:	$	76,893,000	**Engine Price Base Year/Escalation Formula:**	N/A	N/A
Optional Features:		***			
Sub-Total of Airframe and Features:	***		**Airframe Escalation Data:**		
Engine Price (Per Aircraft):	$	0	**Base Year Index (ECI):**	114.3	
Aircraft Basic Price (Excluding BFE/SPE):	***		**Base Year Index (ICI):**	186.9	
Buyer Furnished Equipment (BFE) Estimate:	$	0			
Seller Purchased Equipment (SPE) Estimate:		***			
Deposit per Aircraft:		***			

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): At Signing 1%	24 Mos. 4%	21/18/12/9/6 Mos. 5%	Total 30%
Mar-2016	1	1.183	***				
Apr-2016	2	1.1854					
May-2016	1	1.186					
Jun-2016	2	1.1877					
Jul-2016	2	1.1907					
Aug-2016	2	1.1948					
Dec-2016	1	1.204					
Jan-2017	2	1.2083					
Mar-2017	2	1.2173					

Table 1 To

Purchase Agreement No. PA-03757

Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): At Signing 1%	24 Mos. 4%	21/18/12/9/6 Mos. 5%	Total 30%
Apr-2017	2	1.2194					
May-2017	3	1.2193					
Jun-2017	3	1.221					
Jul-2017	2	1.2238					
Aug-2017	2	1.2279					
Jan-2018	2	1.2416					
Mar-2018	1	1.2518					
Apr-2018	1	1.254					
May-2018	2	1.2541					
Jun-2018	1	1.2553					
Jul-2018	1	1.2584					
Jan-2019	1	1.2748					
Mar-2019	1	1.2843					
Apr-2019	1	1.2867					
May-2019	1	1.2868					
Jun-2019	1	1.2882					
Total:	40						

AIRCRAFT CONFIGURATION

between

THE BOEING COMPANY

and

XIAMEN AIRLINES

Exhibit A to Purchase Agreement Number PA-03757

Exhibit A

AIRCRAFT CONFIGURATION

Dated ______________________________

relating to

BOEING MODEL 737-800 AIRCRAFT

The Detail Specification is Boeing document number D019A001XIA38P, revision 3, dated as of August 24, 2011. The Detail Specification provides further description of Customer's configuration set forth in this Exhibit A. Such Detail Specification will be comprised of Customer's existing Boeing detail specification as amended to incorporate the optional features (**Options**) listed below, including the effects on Manufacturer's Empty Weight (**MEW**) and Operating Empty Weight (**OEW**). As soon as practicable, Boeing will furnish to Customer copies of the Detail Specification, which copies will reflect such Options. The Aircraft Basic Price reflects and includes all effects of such Options, except such Aircraft Basic Price does not include the price effects of any Buyer Furnished Equipment or Seller Purchased Equipment.

AIRCRAFT DELIVERY REQUIREMENTS AND RESPONSIBILITIES

between

THE BOEING COMPANY

and

XIAMEN AIRLINES

Exhibit B to Purchase Agreement Number PA-03757

Exhibit B

AIRCRAFT DELIVERY REQUIREMENTS AND RESPONSIBILITIES

relating to

BOEING MODEL 737-800 AIRCRAFT

Both Boeing and Customer have certain documentation and approval responsibilities at various times during the construction cycle of Customer's Aircraft that are critical to making the delivery of each Aircraft a positive experience for both parties. This Exhibit B documents those responsibilities and indicates recommended completion deadlines for the actions to be accomplished.

1. GOVERNMENT DOCUMENTATION REQUIREMENTS.

Certain actions are required to be taken by Customer in advance of the scheduled delivery month of each Aircraft with respect to obtaining certain government issued documentation.

1.1 Airworthiness and Registration Documents. Not later than **six (6) months prior to delivery** of each Aircraft, Customer will notify Boeing of the registration number to be painted on the side of the Aircraft. In addition, and not later than **three (3) months prior to delivery** of each Aircraft, Customer will, by letter to the regulatory authority having jurisdiction, authorize the temporary use of such registration numbers by Boeing during the pre-delivery testing of the Aircraft.

Customer is responsible for furnishing any Temporary or Permanent Registration Certificates required by any governmental authority having jurisdiction to be displayed aboard the Aircraft after delivery.

1.2 Certificate of Sanitary Construction.

1.2.1 U.S. Registered Aircraft. Boeing will obtain from the United States Public Health Service, a United States Certificate of Sanitary Construction to be displayed aboard each Aircraft after delivery to Customer. The above Boeing obligation only applies to commercial passenger-configured aircraft.

1.2.2 Non-U.S. Registered Aircraft. If Customer requires a United States Certificate of Sanitary Construction at the time of delivery of the Aircraft, Customer will give written notice thereof to Boeing at least **three (3) months prior to delivery**. Boeing will then use commercially reasonable efforts to obtain the Certificate from the United States Public Health Service and present it to Customer at the time of Aircraft delivery. The above Boeing obligation only applies to commercial passenger-configured aircraft.

1.3 Customs Documentation.

1.3.1 Import Documentation. If the Aircraft is intended to be exported from the United States, Customer must notify Boeing not later than **three (3) months prior to delivery** of each Aircraft of any documentation required by the customs authorities or by any other agency of the country of import.

1.3.2 General Declaration - U.S. If the Aircraft is intended to be exported from the United States, Boeing will prepare Customs Form 7507, General Declaration, for execution by U.S. Customs immediately prior to the ferry flight of the Aircraft. For this purpose, Customer will furnish to Boeing not later than **twenty (20) days prior to delivery** all information required by U.S. Customs and Border Protection, including without limitation (i) a complete crew and passenger list identifying the names, birth dates, passport numbers and passport expiration dates of all crew and passengers and (ii) a complete ferry flight itinerary, including point of exit from the United States for the Aircraft.

If Customer intends, during the ferry flight of an Aircraft, to land at a U.S. airport after clearing Customs at delivery, Customer must notify Boeing not later than **twenty (20) days prior to delivery** of such intention. If Boeing receives such notification, Boeing will provide to Customer the documents constituting a Customs permit to proceed, allowing such Aircraft to depart after any such landing. Sufficient copies of completed Form 7507, along with passenger manifest, will be furnished to Customer to cover U.S. stops scheduled for the ferry flight.

1.3.3 Export Declaration - U.S. If the Aircraft is intended to be exported from the United States following delivery, and (i) Customer is a non-U.S. customer, Boeing will file an export declaration electronically with U.S. Customs and Border Protection (**CBP**), or (ii) Customer is a U.S. customer, it is the responsibility of the U.S. customer, as the exporter of record, to file the export declaration with CBP.

2. Insurance Certificates.

Unless provided earlier, Customer will provide to Boeing not later than **thirty (30) days prior to delivery** of the first Aircraft, a copy of the requisite annual insurance certificate in accordance with the requirements of Article 8 of the AGTA.

3. NOTICE OF FLYAWAY CONFIGURATION.

Not later than **twenty (20) days prior to delivery** of the Aircraft, Customer will provide to Boeing a configuration letter stating the requested "flyaway configuration" of the Aircraft for its ferry flight. This configuration letter should include:

(i) the name of the company which is to furnish fuel for the ferry flight and any scheduled post-delivery flight training, the method of payment for such fuel, and fuel load for the ferry flight;

(ii) the cargo to be loaded and where it is to be stowed on board the Aircraft, the address where cargo is to be shipped after flyaway and notification of any hazardous materials requiring special handling;

(iii) any BFE equipment to be removed prior to flyaway and returned to Boeing BFE stores for installation on Customer's subsequent Aircraft;

(iv) a complete list of names and citizenship of each crew member and non- revenue passenger who will be aboard the ferry flight; and

(v) a complete ferry flight itinerary.

4. DELIVERY ACTIONS BY BOEING.

4.1 Schedule of Inspections. All FAA, Boeing, Customer and, if required, U.S. Customs Bureau inspections will be scheduled by Boeing for completion prior to delivery or departure of the Aircraft. Customer will be informed of such schedules.

4.2 Schedule of Demonstration Flights. All FAA and Customer demonstration flights will be scheduled by Boeing for completion prior to delivery of the Aircraft.

4.3 Schedule for Customer's Flight Crew. Boeing will inform Customer of the date that a flight crew is required for acceptance routines associated with delivery of the Aircraft.

4.4 Fuel Provided by Boeing. Boeing will provide to Customer, without charge, the amount of fuel shown in U.S. gallons in the table below for the model of Aircraft being delivered and full capacity of engine oil at the time of delivery or prior to the ferry flight of the Aircraft.

Aircraft Model	**Fuel Provided**
737	***

4.5 Flight Crew and Passenger Consumables. Boeing will provide reasonable quantities of food, coat hangers, towels, toilet tissue, drinking cups and soap for the first segment of the ferry flight for the Aircraft.

4.6 Delivery Papers, Documents and Data. Boeing will have available at the time of delivery of the Aircraft certain delivery papers, documents and data for execution and delivery. If title for the Aircraft will be transferred to Customer through a Boeing sales subsidiary and if the Aircraft will be registered with the FAA, Boeing will pre-position in Oklahoma City, Oklahoma, for filing with the FAA at the time of delivery of the Aircraft an executed original Form 8050-2, Aircraft Bill of Sale, indicating transfer of title to the Aircraft from Boeing's sales subsidiary to Customer.

4.7 Delegation of Authority. If specifically requested in advance by Customer, Boeing will present a certified copy of a Resolution of Boeing's Board of Directors, designating and authorizing certain persons to act on its behalf in connection with delivery of the Aircraft.

5. DELIVERY ACTIONS BY CUSTOMER.

5.1 Aircraft Radio Station License. At delivery Customer will provide its Aircraft Radio Station License to be placed on board the Aircraft following delivery.

5.2 Aircraft Flight Log. At delivery Customer will provide the Aircraft Flight Log for the Aircraft.

5.3 Delegation of Authority. Customer will present to Boeing at delivery of the Aircraft an original or certified copy of Customer's Delegation of Authority designating and authorizing certain persons to act on its behalf in connection with delivery of the specified Aircraft.

5.4 TSA Waiver Approval. Customer may be required to have an approved Transportation Security Administration (**TSA**) waiver for the ferry flight depending upon the Customer’s en-route stop(s) and destination unless the Customer already has a TSA approved security program in place. Customer is responsible for application for the TSA waiver and obtaining TSA approval. Customer will provide a copy of the approved TSA waiver to Boeing upon arrival at the Boeing delivery center.

5.5 Electronic Advance Passenger Information System. Should the ferry flight of an Aircraft leave the United States, the Department of Homeland Security office requires Customer to comply with the Electronic Advance Passenger Information System (**eAPIS**). Customer needs to establish their own account with US Customs and Border Protection in order to file for departure. A copy of the eAPIS forms is to be provided by Customer to Boeing upon arrival of Customer's acceptance team at the Boeing delivery center.

ESCALATION ADJUSTMENT

AIRFRAME AND OPTIONAL FEATURES

between

THE BOEING COMPANY

and

XIAMEN AIRLINES

Supplemental Exhibit AE1

to Purchase Agreement Number PA-03757

ESCALATION ADJUSTMENT

AIRFRAME AND OPTIONAL FEATURES

relating to

BOEING MODEL 737-800 AIRCRAFT

1. Formula.

Airframe and Optional Features price adjustments (**Airframe Price Adjustment**) are used to allow prices to be stated in current year dollars at the signing of this Purchase Agreement and to adjust the amount to be paid by Customer at delivery for the effects of economic fluctuation. The Airframe Price Adjustment will be determined at the time of Aircraft delivery in accordance with the following formula:

$P_a = (P+B)(L + M) - P$

Where:

P_a = Airframe Price Adjustment. (For Models 737-600, 737-700, 737-800, 737-900, 737- 900ER, 747-8, 777-200LR, 777-F, and 777-300ER the Airframe Price includes the Engine Price at its basic thrust level.)

P = Airframe Price plus the price of the Optional Features (as set forth in Table 1 of this Purchase Agreement).

$L = .65 \times \left(\frac{ECI}{ECI_b}\right)$

Where:

ECI_b is the base year airframe escalation index (as set forth in Table 1 of this Purchase Agreement);

ECI is a value determined using the U.S. Department of Labor, Bureau of Labor Statistics, Employment Cost Index for NAICS Aircraft Manufacturing - Wages and Salaries (BLS Series ID CIU2023211000000I), calculated by establishing a three-month arithmetic average value (expressed as a decimal and rounded to the nearest tenth) using the values for the 11th, 12th and 13th months prior to the month of scheduled delivery of the applicable Aircraft. As the Employment Cost Index values are only released on a quarterly basis, the value released for the first quarter will be used for the months of January, February, and March; the value released for the second quarter will be used for the months of April, May, and June; the value released for the third quarter will be used for the months of July, August, and September; the value released for the fourth quarter will be used for the months of October, November, and December.

$M = .35 \times \left(\frac{ICI}{ICI_b}\right)$

Where:

ICI_b is the base year index (as set forth in Table 1 of this Purchase Agreement); and

ICI is a value determined using the U.S. Department of Labor, Bureau of Labor Statistics, Producer Price Index - Industrial Commodities Index (BLS Series ID WPU03THRU15), calculated as a three (3) month arithmetic average of the released monthly values (expressed as a decimal and rounded to the nearest tenth) using the values for the 11th, 12th, and 13th months prior to the month of scheduled delivery of the applicable Aircraft.

$$B = 0.005 \times (N/12) \times (P)$$

Where:

N is the number of calendar months which have elapsed from the Airframe Price base year and month up to and including the month of delivery, both as shown in Table 1 of the Purchase Agreement. The entire calculation of 0.005 X (N/12) will be rounded to 4 places, and the final value of B will be rounded to the nearest dollar.

As an example, for an Aircraft scheduled to be delivered in the month of July, the months of June, July, and August of the preceding year will be utilized in determining the value of ECI and ICI.

Note:

(i) In determining the values of L and M, all calculations and resulting values will be expressed as a decimal rounded to the nearest ten-thousandth.

(ii) .65 is the numeric ratio attributed to labor in the Airframe Price Adjustment formula.

(iii) .35 is the numeric ratio attributed to materials in the Airframe Price Adjustment formula.

(iv) The denominators (base year indices) are the actual average values reported by the U.S. Department of Labor, Bureau of Labor Statistics. The actual average values are calculated as a three (3) month arithmetic average of the released monthly values (expressed as a decimal and rounded to the nearest tenth) using the values for the 11th, 12th and 13th months prior to the airframe base year. The applicable base year and corresponding denominator is provided by Boeing in Table 1 of this Purchase Agreement.

(v) The final value of P_a will be rounded to the nearest dollar.

(vi) The Airframe Price Adjustment will not be made if it will result in a decrease in the Aircraft Basic Price.

2. Values to be Utilized in the Event of Unavailability.

2.1 If the Bureau of Labor Statistics substantially revises the methodology used for the determination of the values to be used to determine the ECI and ICI values (in contrast to benchmark adjustments or other corrections of previously released values), or for any reason has not released values needed to determine the applicable Airframe Price Adjustment, the parties will, prior to the delivery of any such Aircraft, select a substitute from other Bureau of Labor Statistics data or similar data reported by non-governmental organizations. Such substitute will result in the same adjustment, insofar as possible, as would have been calculated utilizing the original values adjusted for fluctuation during the applicable time period. However, if within twenty-four (24) months after delivery of the Aircraft, the Bureau of Labor Statistics should resume releasing values for the months needed to determine the Airframe Price Adjustment; such values will be used to determine any increase or decrease in the Airframe Price Adjustment for the Aircraft from that determined at the time of delivery of the Aircraft.

2.2 Notwithstanding Article 2.1 above, if prior to the scheduled delivery month of an Aircraft the Bureau of Labor Statistics changes the base year for determination of the ECI and ICI values as defined above, such re-based values will be incorporated in the Airframe Price Adjustment calculation.

2.3 In the event escalation provisions are made non-enforceable or otherwise rendered void by any agency of the United States Government, the parties agree, to the extent they may lawfully do so, to equitably adjust the Aircraft Price of any affected Aircraft to reflect an allowance for increases or decreases consistent with the applicable provisions of paragraph 1 of this Supplemental Exhibit AE1 in labor compensation and material costs occurring since August of the year prior to the price base year shown in the Purchase Agreement.

2.4 If within twelve (12) months of Aircraft delivery, the published index values are revised due to an acknowledged error by the Bureau of Labor Statistics, the Airframe Price Adjustment will be re-calculated using the revised index values (this does not include those values noted as preliminary by the Bureau of Labor Statistics). A credit memorandum or supplemental invoice will be issued for the Airframe Price Adjustment difference. Interest charges will not apply for the period of original invoice to issuance of credit memorandum or supplemental invoice.

Note:

(i) The values released by the Bureau of Labor Statistics and available to Boeing thirty (30) days prior to the first day of the scheduled delivery month of an Aircraft will be used to determine the ECI and ICI values for the applicable months (including those noted as preliminary by the Bureau of Labor Statistics) to calculate the Airframe Price Adjustment for the Aircraft invoice at the time of delivery. The values will be considered final and no Airframe Price Adjustments will be made after Aircraft delivery for any subsequent changes in published index values, subject always to paragraph 2.4 above.

(ii) The maximum number of digits to the right of the decimal after rounding utilized in any part of the Airframe Price Adjustment equation will be 4, where rounding of the fourth digit will be increased to the next highest digit when the 5th digit is equal to five (5) or greater.

BUYER FURNISHED EQUIPMENT VARIABLES

between

THE BOEING COMPANY

and

XIAMEN AIRLINES

Supplemental Exhibit BFE1

to Purchase Agreement Number PA-03757

BUYER FURNISHED EQUIPMENT VARIABLES

relating to

BOEING MODEL 737-800 AIRCRAFT

This Supplemental Exhibit BFE1 contains supplier selection dates, on-dock dates and other requirements applicable to the Aircraft.

1. Supplier Selection.

Customer will:

Select and notify Boeing of the suppliers and part numbers of the following BFE items by the following dates:

Galley System	March 2, 2015
Galley Inserts	March 2, 2015
Seats (passenger)	January 2, 2015
Overhead & Audio System	May 1, 2015
In-Seat Video System	January 2, 2015
Miscellaneous Emergency Equipment	March 2, 2015
Cargo Handling Systems* *(Single Aisle Programs only)*	May 1, 2015

*For a new certification, supplier requires notification ten (10) months prior to Cargo Handling System on-dock date.

Customer will enter into initial agreements with the selected Galley System, Galley Inserts, Seats, and In-Seat Video System suppliers on or before ten (10) calendar days after the above supplier selection dates to actively participate with Customer and Boeing in coordination actions including the Initial Technical Coordination Meeting (**ITCM**).

2. On-dock Dates and Other Information.

On or before June 2015, Boeing will provide to Customer the BFE Requirements electronically through My Boeing Fleet (**MBF** in My Boeing Configuration (**MBC**). These requirements may be periodically revised, setting forth the items, quantities, on-dock dates and shipping instructions and other requirements relating to the in-sequence installation of BFE. For planning purposes, preliminary BFE on-dock dates are set forth in table below:

For planning purposes, preliminary BFE on-dock dates:

Scheduled Month of Delivery:	Seats	Galleys / Furnishings	Antennas & Mounting Equipment	Avionics	Cabin Systems Equipment	Miscellaneous / Emergency Equipment	Textiles / Raw Material	Cargo Systems	Provision Kits	Radomes
Mar-2016	1/21/2016	1/14/2016	11/5/2016	1/14/2016	1/14/2016	1/14/2016	9/29/2015	12/17/2015	8/16/2015	12/3/2015
(2) Apr-2016	2/19/2016	2/12/2016	12/11/2015	2/12/2016	2/12/2016	2/12/2016	10/28/2015	12/4/2015	8/4/2015	1/12/2016
May-2016	3/23/2016	3/16/2016	1/22/2016	3/16/2016	3/16/2016	3/16/2016	12/2/2015	3/2/2016	11/2/2015	2/16/2016
(2) Jun-2016	4/21/2016	4/14/2016	2/22/2016	4/14/2016	4/14/2016	4/14/2016	1/11/2016	3/31/2016	12/1/2015	3/14/2016
(2) Jul-2016	5/20/2016	5/13/2016	3/21/2016	5/13/2016	5/13/2016	5/13/2016	2/9/2016	4/29/2016	12/23/2015	4/13/2016
(2) Aug-2016	6/22/2016	6/15/2016	4/22/2016	6/15/2016	6/15/2016	6/15/2016	3/10/2016	6/1/2016	2/1/2016	5/13/2016
Dec-2016	10/21/2016	10/14/2016	8/22/2016	10/14/2016	10/14/2016	10/14/2016	7/11/2016	9/30/2016	6/1/2016	9/14/2016
(2) Jan-2017	11/18/2016	11/11/2016	9/16/2016	11/11/2016	11/11/2016	11/11/2016	8/8/2016	10/28/2016	6/30/2016	10/11/2016
(2) Mar-2017	1/23/2017	1/16/2017	11/21/2016	1/16/2017	1/16/2017	1/16/2017	9/28/2016	12/19/2016	8/19/2016	12/5/2016
(2) Apr-2017	2/20/2017	2/13/2017	12/12/2016	2/13/2017	2/13/2017	2/13/2017	10/27/2016	1/30/2017	9/30/2016	1/13/2017
(3) May-2017	3/23/2017	3/16/2017	1/23/2017	3/16/2017	3/16/2017	3/16/2017	12/1/2016	3/2/2017	10/28/2016	2/16/2017
(3) Jun-2017	4/20/2017	4/13/2017	2/20/2017	4/13/2017	4/13/2017	4/13/2017	1/9/2017	3/30/2017	11/23/2016	3/13/2017
(2) Jul- 2017	5/22/2017	5/15/2017	3/22/2017	5/15/2017	5/15/2017	5/15/2017	2/8/2017	5/1/2017	1/3/2017	4/14/2017
(2) Aug-2017	6/22/2017	6/15/2017	4/21/2017	6/15/2017	6/15/2017	6/15/2017	3/10/2017	6/1/2017	2/1/2017	5/15/2017
(2) Jan-2018	11/20/2017	11/13/2017	9/20/2017	11/13/2017	11/13/2017	11/13/2017	8/8/2017	10/30/2017	6/30/2017	10/13/2017
Mar-2018	1/23/2018	1/16/2018	11/21/2017	1/16/2018	1/16/2018	1/16/2018	9/29/2017	1/2/2018	8/30/2017	12/12/2017
Apr-2018	2/20/2018	2/13/2018	12/19/2017	2/13/2018	2/13/2018	2/13/2018	10/27/2017	1/30/2018	9/29/2017	1/12/2018
(2) May-2018	3/22/2018	3/15/2018	1/22/2018	3/15/2018	3/15/2018	3/15/2018	11/30/2017	3/1/2018	11/1/2017	2/15/2018
Jun-2018	4/20/2018	4/13/2018	2/20/2018	4/13/2018	4/13/2018	4/13/2018	1/9/2018	3/30/2018	11/22/2017	3/13/2018
Jul-2018	5/22/2018	5/15/2018	3/22/2018	5/15/2018	5/15/2018	5/15/2018	2/8/2018	5/1/2018	1/2/2018	4/13/2018
Jan-2019	11/20/2018	11/13/2018	9/20/2018	11/13/2018	11/13/2018	11/13/2018	8/8/2018	10/30/2018	6/29/2018	10/12/2018
Mar-2019	1/23/2019	1/16/2019	11/16/2018	1/16/2019	1/16/2019	1/16/2019	10/1/2018	1/2/2019	8/27/2018	12/12/2018
Apr-2019	2/20/2019	2/13/2019	12/13/2018	2/13/2019	2/13/2019	2/13/2019	10/29/2018	1/30/2019	9/22/2018	1/11/2019
May-2019	3/21/2019	3/14/2019	1/21/2019	3/14/2019	3/14/2019	3/14/2019	11/29/2018	2/28/2019	10/19/2018	2/14/2019
Jun-2019	4/22/2019	4/15/2019	2/22/2019	4/15/2019	4/15/2019	4/15/2019	1/9/2019	4/1/2019	11/26/2018	3/15/2019

3. Additional Delivery Requirements - Import.

Customer will be the "**importer of record**" (as defined by the U.S. Customs and Border Protection) for all BFE imported into the United States, and as such, it has the responsibility to ensure all of Customer's BFE shipments comply with U.S. Customs Service regulations. In the event Customer requests Boeing, in writing, to act as importer of record for Customer's BFE, and Boeing agrees to such request, Customer is responsible for ensuring Boeing can comply with all U.S. Customs Import Regulations by making certain that, at the time of shipment, all BFE shipments comply with the requirements in the "International Shipment Routing Instructions", including the Customs Trade Partnership Against Terrorism (**C-TPAT**), as set out on the Boeing website referenced below. Customer agrees to include the International Shipment Routing Instructions, including C-TPAT requirements, in each contract between Customer and BFE supplier.

http://www.boeing.com/companyoffices/doingbiz/supplier_portal/index_general.html

CUSTOMER SUPPORT VARIABLES

between

THE BOEING COMPANY

and

XIAMEN AIRLINES

Supplemental Exhibit CS1

to Purchase Agreement Number PA-03757

CUSTOMER SUPPORT VARIABLES

relating to

BOEING MODEL 737-800 AIRCRAFT

Customer and Boeing will conduct planning conferences approximately twelve (12) months prior to delivery of the first Aircraft, or as mutually agreed, in order to develop and schedule a customized Customer Support Program to be furnished by Boeing in support of the Aircraft.

The customized Customer Services Program will be based upon and equivalent to the entitlements summarized below.

1. Maintenance Training.

1.1 Mechanical/Power Plant Course; ***;

1.2 Electrical Systems Course; ***;

1.3 Avionics Systems Course; ***;

1.4 Aircraft Rigging Course; ***;

1.5 Advanced Composite Repair Course; ***.

1.6 Training materials will be provided to each student. In addition, one set of training materials as used in Boeing's training program, including visual aids, Computer Based Training Courseware, instrument panel wall charts, text/graphics, video programs, etc. will be provided for use in Customer's own training program.

2. Flight Training.

2.1 Boeing will provide one classroom course to acquaint up to *** with operational, systems and performance differences between Customer's newly-purchased Aircraft and an aircraft of the same model currently operated by Customer.

2.2 Training materials will be provided to each student. In addition, one set of training materials as used in Boeing's training program, including Computer Based Training Courseware, instrument panel wall charts, Flight Attendant Manuals, etc. will be provided for use in Customer's own training program.

3. Planning Assistance.

3.1 Maintenance Engineering. Notwithstanding anything in Exhibit B to the AGTA seemingly to the contrary, Boeing will provide the following Maintenance Engineering support:

3.1.1 Maintenance Planning Assistance. Upon request, Boeing will provide *** on-site visit to Customer’s main base to assist with maintenance program development and to provide consulting related to maintenance planning. Consultation with Customer will be based on ground rules and requirements information provided in advance by Customer.

3.1.2 ETOPS Maintenance Planning Assistance. Upon request, Boeing will provide *** on site visit to Customer's main base to assist with the development of their ETOPS maintenance program and to provide consultation related to ETOPS maintenance planning. Consultation with Customer will be based on ground rules and requirements information provided in advance by the Customer.

3.1.3 GSE/Shops/Tooling Consulting. Upon request, Boeing will provide consulting and data for ground support equipment, maintenance tooling and requirements for maintenance shops. Consultation with Customer will be based on ground rules and requirements information provided in advance by Customer.

3.1.4 Maintenance Engineering Evaluation. Upon request, Boeing will provide *** on-site visit to Customer’s main base to evaluate Customer’s maintenance and engineering organization for conformance with industry best practices. The result of which will be documented by Boeing in a maintenance engineering evaluation presentation. Customer will be provided with a copy of the maintenance engineering evaluation presentation. Consultation with Customer will be based on ground rules and requirements information provided in advance by Customer.

3.2 Spares.

(i) Recommended Spares Parts List (**RSPL**). A customized RSPL, data and documents will be provided to identify spare parts required for Customer's support program.

(ii) Illustrated Parts Catalog (**IPC**). A customized IPC in accordance with ATA 100 will be provided.

(iii) Provisioning Training. Provisioning training will be provided for Customer's personnel at Boeing's facilities, where documentation and technical expertise are available. Training is focused on the initial provisioning process and calculations reflected in the Boeing RSPL.

(iv) Spares Provisioning Conference. A provisioning conference will be conducted, normally at Boeing's facilities where technical data and personnel are available.

4. Technical Data and Documents.

The following will be provided in mutually agreed formats and quantities:

4.1 Flight Operations.

Airplane Flight Manual
Operations Manual
Quick Reference Handbook
Weight and Balance Manual
Dispatch Deviation Procedures Guide
Flight Crew Training Manual
Performance Engineer's Manual
Fault Reporting Manual
FMC Supplemental Data Document
Operational Performance Software
ETOPS Guide Vol. III

4.2 Maintenance.

Aircraft Maintenance Manual
Wiring Diagram Manual
Systems Schematics Manual
Fault Isolation Manual
Structural Repair Manual
Overhaul/Component Maintenance Manual
Standard Overhaul Practices Manual
Standard Wiring Practices Manual
Non-Destructive Test Manual
Service Bulletins and Index
Corrosion Prevention Manual
Fuel Measuring Stick Calibration Document
Power Plant Buildup Manual
Combined Index
Significant Service Item Summary
All Operators Letters
Structural Item Interim Advisory and Index
Service Letters and Index
Maintenance Tips
Production Management Data Base (**PMDB**)
Electrical Connectors Options Document

4.3 Maintenance Planning.

Maintenance Planning Data Document
Maintenance Task Cards and Index
Maintenance Inspection Intervals Report

4.4 Spares.

Illustrated Parts Catalog
Standards Books

4.5 Facilities and Equipment Planning.

Facilities and Equipment Planning Document
Special Tool & Ground Handling Equipment Drawings & Index
Supplementary Tooling Documentation
Illustrated Tool and Equipment Manual
Aircraft Recovery Document
Airplane Characteristics for Airport Planning Document
Aircraft Rescue and Firefighting Document
Engine Handling Document
Configuration, Maintenance and Procedures for ETOPS
ETOPS Guide Vols. I & II

4.6 Supplier Technical Data.

Service Bulletins
Ground Support Equipment Data
Provisioning Information
Component Maintenance/Overhaul Manuals and Index
Publications Index
Product Support Supplier Directory

ENGINE ESCALATION,

ENGINE WARRANTY AND PATENT INDEMNITY

between

THE BOEING COMPANY

and

XIAMEN AIRLINES

Supplemental Exhibit EE1

to Purchase Agreement Number PA-03757

ENGINE ESCALATION

ENGINE WARRANTY AND PATENT INDEMNITY

relating to

BOEING MODEL 737-800 AIRCRAFT

1. ENGINE ESCALATION.

No separate engine escalation methodology is defined for the 737-700, -800, or -900ER Aircraft. Pursuant to the AGTA, the engine prices for these Aircraft are included in and will be escalated in the same manner as the Airframe.

2. ENGINE WARRANTY AND PRODUCT SUPPORT PLAN.

Boeing has obtained from CFM International, Inc. (or CFM International, S.A., as the case may be) (**CFM**) the right to extend to Customer the provisions of CFM's warranty as set forth below (herein referred to as **Warranty**); subject, however, to Customer's acceptance of the conditions set forth herein. Accordingly, Boeing hereby extends to Customer and Customer hereby accepts the provisions of CFM's Warranty as hereinafter set forth, and such Warranty shall apply to all CFM56-7 type Engines (including all Modules and Parts thereof) installed in the Aircraft at the time of delivery or purchased from Boeing by Customer for support of the Aircraft except that, if Customer and CFM have executed, or hereafter execute, a General Terms Agreement, then the terms of that Agreement shall be substituted for and supersede the provisions of paragraphs 2.1 through 2.10 below and paragraphs 2.1 through 2.10 below shall be of no force or effect and neither Boeing nor CFM shall have any obligation arising therefrom. In consideration for Boeing's extension of the CFM Warranty to Customer, Customer hereby releases and discharges Boeing from any and all claims, obligations and liabilities whatsoever arising out of the purchase or use of such CFM56-7 type Engines and Customer hereby waives, releases and renounces all its rights in all such claims, obligations and liabilities. In addition, Customer hereby releases and discharges CFM from any and all claims, obligations and liabilities whatsoever arising out of the purchase or use of such CFM56-7 type Engines except as otherwise expressly assumed by CFM in such CFM Warranty or General Terms Agreement between Customer and CFM and Customer hereby waives, releases and renounces all its rights in all such claims, obligations and liabilities.

2.1 Title. CFM warrants that at the date of delivery, CFM has legal title to and good and lawful right to sell its CFM56-7 type Engine and Products and furthermore warrants that such title is free and clear of all claims, liens and encumbrances of any nature whatsoever.

2.2 Patents.

2.2.1 CFM shall handle all claims and defend any suit or proceeding brought against Customer insofar as based on a claim that any product or part furnished under this Agreement constitutes an infringement of any patent of the United States, and shall pay all damages and costs awarded therein against Customer. This paragraph shall not apply to any product or any part manufactured to Customer's design or to the aircraft manufacturer's design. As to such product or part, CFM assumes no liability for patent infringement.

2.2.2 CFM's liability hereunder is conditioned upon Customer promptly notifying CFM in writing and giving CFM authority, information and assistance (at CFM's expense) for the defense of any suit. In case said equipment or part is held in such suit to constitute infringement and the use of said equipment or part is enjoined, CFM shall expeditiously, at its own expense and at its option, either (i) procure for Customer the rights to continue using said product or part; (ii) replace the same with a satisfactory and non-infringing product or part; or (iii) modify the same so it becomes satisfactory and non-infringing. The foregoing shall constitute the sole remedy of Customer and the sole liability of CFM for patent infringement.

2.2.3 The above provisions also apply to products which are the same as those covered by this Agreement and are delivered to Customer as part of the installed equipment on CFM56-7 powered Aircraft.

2.3 Initial Warranty. CFM warrants that CFM56-7 Engine products will conform to CFM's applicable specifications and will be free from defects in material and workmanship prior to Customer's initial use of such products.

2.4 Warranty Pass-On.

2.4.1 If requested by Customer and agreed to by CFM in writing, CFM will extend warranty support for Engines sold by Customer to commercial airline operators, or to other aircraft operators. Such warranty support will be limited to the New Engine Warranty, New Parts Warranty, Ultimate Life Warranty and Campaign Change Warranty and will require such operator(s) to agree in writing to be bound by and comply with all the terms and conditions, including the limitations, applicable to such warranties.

2.4.2 Any warranties set forth herein shall not be transferable to a third party, merging company or an acquiring entity of Customer.

2.4.3 In the event Customer is merged with, or acquired by, another aircraft operator which has a general terms agreement with CFM, the Warranties as set forth herein shall apply to the Engines, Modules, and Parts.

2.5 New Engine Warranty.

2.5.1 CFM warrants each new Engine and Module against Failure for the initial 3000 Flight Hours as follows:

(i) Parts Credit Allowance will be granted for any Failed Parts.

(ii) Labor Allowance for disassembly, reassembly, test and Parts repair of any new Engine Part will be granted for replacement of Failed Parts.

(iii) Such Parts Credit Allowance and Labor Allowance will be: ***

2.5.2 As an alternative to the above allowances, CFM shall, upon request of Customer:

(i) Arrange to have the failed Engines and Modules repaired, as appropriate, at a facility designated by CFM at no charge to Customer for the first at ***

(ii) Transportation to and from the designated facility shall be at Customer's expense.

2.6 New Parts Warranty. In addition to the warranty granted for new Engines and new Modules, CFM warrants Engine and Module Parts as follows:

2.6.1 During the first ***

Parts Credit Allowance or Labor Allowance for repair labor for failed Parts.

2.6.2 CFM will grant a pro rata Parts Credit Allowance for Scrapped Parts decreasing from ***

at the applicable hours designated in Table 1.

2.7 Ultimate Life Warranty.

2.7.1 CFM warrants Ultimate Life limits on the following Parts:

(i) Fan and Compressor Disks/Drums

(ii) Fan and Compressor Shafts

(iii) Compressor Discharge Pressure Seal (**CDP**)

(iv) Turbine Disks

(v) HPT Forward and Stub Shaft

(vi) LPT Driving Cone

(vii) LPT Shaft and Stub Shaft

2.7.2 CFM will grant a pro rata Parts Credit Allowance decreasing from ***

Flight Hours *** Flight Cycles, whichever comes earlier. Credit will be granted only when such Parts are permanently removed from service by a CFM or a U.S. and/or French Government imposed Ultimate Life limitation of less than *** Flight Hours or *** Flight Cycles.

2.8 Campaign Change Warranty.

2.8.1 A campaign change will be declared by CFM when a new Part design introduction, Part modification, Part Inspection, or premature replacement of an Engine or Module is required by a mandatory time compliance CFM Service Bulletin or FAA Airworthiness Directive. Campaign change may also be declared for CFM Service Bulletins requesting new Part introduction no later than the next Engine or Module shop visit. CFM will grant following Parts Credit Allowances:

Engines and Modules

(i) One hundred *** for Parts in inventory or removed from service when new or with two thousand *** Flight Hours or less total Part Time.

(ii) *** for Parts in inventory or removed from service with over *** Flight Hours since new, regardless of warranty status.

2.8.2 Labor Allowance - CFM will grant *** Labor Allowance for disassembly, reassembly, modification, testing, or Inspection of CFM supplied Engines, Modules, or Parts therefore when such action is required to comply with a mandatory time compliance CFM Service Bulletin or FAA Airworthiness Directive. A Labor Allowance will be granted by CFM for other CFM issued Service Bulletins if so specified in such Service Bulletins.

2.8.3 Life Controlled Rotating Parts retired by Ultimate Life limits including FAA and/or EASA Airworthiness Directive, are excluded from Campaign Change Warranty.

2.9 Limitations. THE PROVISIONS SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED. THERE ARE NO IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY. SAID PROVISIONS SET FORTH THE MAXIMUM LIABILITY OF CFM WITH RESPECT TO CLAIMS OF ANY KIND, INCLUDING NEGLIGENCE, ARISING OUT OF MANUFACTURE, SALE, POSSESSION, USE OR HANDLING OF THE PRODUCTS OR PARTS THEREOF OR THEREFORE, AND IN NO EVENT SHALL CFM'S LIABILITY TO CUSTOMER EXCEED THE PURCHASE PRICE OF THE PRODUCT GIVING RISE TO CUSTOMER'S CLAIM OR INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES.

2.10 Indemnity and Contribution.

2.10.1 IN THE EVENT CUSTOMER ASSERTS A CLAIM AGAINST A THIRD PARTY FOR DAMAGES OF THE TYPE LIMITED OR EXCLUDED IN LIMITATIONS, PARAGRAPH 2.9. ABOVE, CUSTOMER SHALL INDEMNIFY AND HOLD CFM HARMLESS FROM AND AGAINST ANY CLAIM BY OR LIABILITY TO SUCH THIRD PARTY FOR CONTRIBUTION OR INDEMNITY, INCLUDING COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) INCIDENT THERETO OR INCIDENT TO ESTABLISHING SUCCESSFULLY THE RIGHT TO INDEMNIFICATION UNDER THIS PROVISION. THIS INDEMNITY SHALL APPLY WHETHER OR NOT SUCH DAMAGES WERE OCCASIONED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OF CFM, WHETHER ACTIVE, PASSIVE OR IMPUTED.

2.10.2 CUSTOMER SHALL INDEMNIFY AND HOLD CFM HARMLESS FROM ANY DAMAGE, LOSS, CLAIM, AND LIABILITY OF ANY KIND (INCLUDING EXPENSES OF LITIGATION AND ATTORNEYS' FEES) FOR PHYSICAL INJURY TO OR DEATH OF ANY PERSON, OR FOR PROPERTY DAMAGE OF ANY TYPE, ARISING OUT OF THE ALLEGED DEFECTIVE NATURE OF ANY PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, TO THE EXTENT THAT THE PAYMENTS MADE OR REQUIRED TO BE MADE BY CFM EXCEED ITS ALLOCATED SHARE OF THE TOTAL FAULT OR LEGAL RESPONSIBILITY OF ALL PERSONS ALLEGED TO HAVE CAUSED SUCH DAMAGE, LOSS, CLAIM, OR LIABILITY BECAUSE OF A LIMITATION OF LIABILITY ASSERTED BY CUSTOMER OR BECAUSE CUSTOMER DID NOT APPEAR IN AN ACTION BROUGHT AGAINST CFM. CUSTOMER'S OBLIGATION TO INDEMNIFY CFM HEREUNDER SHALL BE APPLICABLE AT SUCH TIME AS CFM IS REQUIRED TO MAKE PAYMENT PURSUANT TO A FINAL JUDGEMENT IN AN ACTION OR PROCEEDING IN WHICH CFM WAS A PARTY, PERSONALLY APPEARED, AND HAD THE OPPORTUNITY TO DEFEND ITSELF. THIS INDEMNITY SHALL APPLY WHETHER OR NOT CUSTOMER'S LIABILITY IS OTHERWISE LIMITED.

TABLE 1

CFM56 WARRANTY PARTS LIST

FLIGHT HOURS

	Flight Hours					
	2000	**3000**	**4000**	**6000**	**8000**	**12000**
Fan Rotor/Booster						
Blades	***					
Disk, Drum						
Spinner						
Fan Frame						
Casing						
Hub & Struts						
Fairings						
Splitter (Mid Ring)						
Vanes						
Engine Mount						
No. 1 & No. 2 Bearing Support						
Bearings						
Shaft						
Support (Case)						
Inlet Gearbox & No. 3 Bearing						
Bearings						
Gear						
Case						
Compressor Rotor						
Blades						
Disk & Drums						
Shaft						
Compressor Stator						
Casing						
Shrouds						
Vanes						
Variable Stator Actuating Rings						
Combustor Diffuser Nozzle (CDN)						
Casings						
Combustor Liners						
Fuel Atomizer						
HPT Nozzle						
HPT Nozzle Support						
HPT Shroud						
HPT Rotor						
Blades						
Disks						
Shafts						
Retaining Ring						
LP Turbine						
Casing						
Vane Assemblies						
Interstage Seals						

TABLE 1

CFM56 WARRANTY PARTS LIST

FLIGHT HOURS

	Flight Hours					
	2000	**3000**	**4000**	**6000**	**8000**	**12000**
Shrouds						
Disks						
Shaft						
Bearings						
Blades						
Turbine Frame						
Casing & Struts						
Hub						
Sump						
Accessory & Transfer Gearboxes						
Case						
Shafts						
Gears						
Bearings						
Air-Oil Seals						
Controls & Accessories						
Engine						
Condition Monitoring Equipment						

SERVICE LIFE POLICY COMPONENTS

between

THE BOEING COMPANY

and

XIAMEN AIRLINES

Supplemental Exhibit SLP1

to Purchase Agreement Number PA-03757

SERVICE LIFE POLICY COMPONENTS

relating to

BOEING MODEL 737-800 AIRCRAFT

This is the listing of SLP Components for the Aircraft which relate to Part 3, Boeing Service Life Policy of Exhibit C, Product Assurance Document to the AGTA and is a part of Purchase Agreement No. PA-03757.

1. Wing.

(i) Upper and lower wing skins and stiffeners between the forward and rear wing spars.

(ii) Wing spar webs, chords and stiffeners.

(iii) Inspar wing ribs.

(iv) Inspar splice plates and fittings.

(v) Main landing gear support structure.

(vi) Wing center section lower beams, spanwise beams and floor beams, but not the seat tracks attached to floor beams.

(vii) Wing-to-body structural attachments.

(viii) Engine strut support fittings attached directly to wing primary structure.

(ix) Support structure in the wing for spoilers and spoiler actuators; for aileron hinges and reaction links; and for leading edge devices and trailing edge flaps.

(x) Trailing edge flap tracks and carriages.

(xi) Aileron leading edge device and trailing edge flap internal, fixed attachment and actuator support structure.

2. Body.

(i) External surface skins and doublers, longitudinal stiffeners, longerons and circumferential rings and frames between the forward pressure bulkhead and the vertical stabilizer rear spar bulkhead and structural support and enclosure for the APU but excluding all system components and related installation and connecting devices, insulation, lining, and decorative panels and related installation and connecting devices.

(ii) Window and windshield structure but excluding the windows and windshields.

(iii) Fixed attachment structure of the passenger doors, cargo doors and emergency exits, excluding door mechanisms and movable hinge components. Sills and frames around the body openings for the passenger doors, cargo doors and emergency exits, excluding scuff plates and pressure seals.

(iv) Nose wheel well structure, including the wheel well walls, pressure deck, bulkheads, and gear support structure.

(v) Main gear wheel well structure including pressure deck and landing gear beam support structure.

(vi) Floor beams and support posts in the control cab and passenger cabin area, but excluding seat tracks.

(vii) Forward and aft pressure bulkheads.

(viii) Keel structure between the wing front spar bulkhead and the main gear wheel well aft bulkhead including splices.

(ix) Wing front and rear spar support bulkheads, and vertical and horizontal stabilizer front and rear spar support bulkheads including terminal fittings but excluding all system components and related installation and connecting devices, insulation, lining, and decorative panels and related installation and connecting devices.

(x) Support structure in the body for the stabilizer pivot and stabilizer screw.

3. Vertical Stabilizer.

(i) External skins between front and rear spars.

(ii) Front, rear and auxiliary spar chords, webs and stiffeners and attachment fittings.

(iii) Inspar ribs.

(iv) Rudder hinges and supporting ribs, excluding bearings.

(v) Support structure in the vertical stabilizer for rudder hinges, reaction links and actuators.

(vi) Rudder internal, fixed attachment and actuator support structure.

4. Horizontal Stabilizer.

(i) External skins between front and rear spars.

(ii) Front and rear spar chords, webs and stiffeners.

(iii) Inspar ribs.

(iv) Stabilizer center section including hinge and screw support structure.

(v) Support structure in the horizontal stabilizer for the elevator hinges, reaction links and actuators.

(vi) Elevator internal, fixed attachment and actuator support structure.

5. Engine Strut.

(i) Strut external surface skin and doublers and stiffeners.

(ii) Internal strut chords, frames and bulkheads.

(iii) Strut to wing fittings and diagonal brace.

(iv) Engine mount support fittings attached directly to strut structure and including the engine-mounted support fittings.

6. Main Landing Gear.

(i) Outer cylinder.

(ii) Inner cylinder, including axles.

(iii) Upper and lower side struts, including spindles, universals and reaction links.

(iv) Drag strut.

(v) Orifice support tube.

(vi) Downlock links including spindles and universals.

(vii) Torsion links.

(viii) Bell crank.

(ix) Trunnion link.

(x) Actuator beam, support link and beam arm.

7. Nose Landing Gear.

(i) Outer cylinder.

(ii) Inner cylinder, including axles.

(iii) Orifice support tube.

(iv) Upper and lower drag strut, including lock links.

(v) Steering plates and steering collars.

(vi) Torsion links.

NOTE: The Service Life Policy does not cover any bearings, bolts, bushings, clamps, brackets, actuating mechanisms or latching mechanisms used in or on the SLP Components.

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

XIA-PA-03757-LA-1207432

Xiamen Airlines
22 Dailiao Road
Xiamen, Fujian Province, 361006
People's Republic of China

Subject: Aircraft Model Substitution

Reference: Purchase Agreement No. PA-03757 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Xiamen Airlines (**Customer**) relating to Model 737-800 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Customer may substitute the purchase of Boeing Model 737-700 or 737-900ER aircraft (**Substitute Aircraft**) in place of any Aircraft, subject to the following terms and conditions:

1. Customer's Written Notice.

Customer shall provide written notice of its intention to substitute the purchase of an Aircraft with the purchase of a Substitute Aircraft

(i) no later than the first day of the month that is *** months prior to the scheduled month of delivery of the Aircraft for which it will be substituted as a 737-900ER aircraft, or no later than the first day of the month that is *** months prior to the scheduled month of delivery of the Aircraft for which it will be substituted as a 737-700 aircraft, provided that a Substitute Aircraft has not been previously certified and delivered to Customer, or;

(ii) no later than the first day of the month that is *** months prior to the scheduled month of delivery of the Aircraft for which it will be substituted as a 737-900ER aircraft, or no later than the first day of the month that is *** months prior to the scheduled month of delivery of the Aircraft for which it will be substituted as a 737-700 aircraft, provided that a Substitute Aircraft has been previously certified and delivered to Customer.

2. Boeing's Production Capability.

2.1 Customer's substitution right is conditioned upon Boeing having production capability for the Substitute Aircraft in the same scheduled delivery month as the Aircraft for which it will be substituted. Boeing will use reasonable effort to honor Customer's request for substitution and provide a written response to Customer's notice of intent indicating whether or not Boeing's production capability will support the scheduled delivery month.

2.2 If Boeing is unable to manufacture the Substitute Aircraft in the same scheduled delivery month as the Aircraft for which it will be substituted, then Boeing shall promptly make a written offer of an alternate delivery month for Customer's consideration and written acceptance within thirty days of such offer.

2.3 All of Boeing's quoted delivery positions for Substitute Aircraft shall be considered preliminary until such time as the parties enter into a definitive agreement in accordance with paragraph 4 below.

3. Auxiliary Fuel Tanks (for 737-900ER Aircraft).

The right to substitute Model 737-900ER aircraft under the terms of the Purchase Agreement excludes the installation of auxiliary fuel tanks, because such installation may delay delivery of the Aircraft up to two (2) months.

4. Definitive Agreement.

Customer's substitution right and Boeing obligation in this Letter Agreement are further conditioned upon Customer and Boeing's executing a definitive agreement for the purchase of the Substitute Aircraft within thirty (30) days of Customer's substitution notice to Boeing or of Customer's acceptance of an alternate delivery month in accordance with paragraph 2 above.

5. Price and Advance Payments.

5.1 The Airframe Price, Optional Features Price and, if applicable, Engine Price for the Substitute Aircraft will be in *** base year dollar. The escalation indices and methodology used to estimate the Advance Payment Base Price (**APBP**) will be adjusted to Boeing's and the engine manufacturer's then-current provisions for such elements as of the date of execution of the definitive purchase agreement for the Substitute Aircraft.

5.2 If the APBP for any Substitute Aircraft is higher than the APBP of the Aircraft, Customer will pay to Boeing the amount of the difference in Advance Payments within ten (10) business days after execution of the definitive agreement for the Substitute Aircraft. If the APBP of the Substitute Aircraft is lower than the APBP of the Aircraft, Boeing will retain any excess amounts previously paid by Customer until the next payment is due, at which time Customer may reduce the amount of such payment by the amount of the excess. In no case will Boeing refund or pay interest on any excess amounts created by virtue of Customer's exercise of the rights of substitution described herein.

6. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

7. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

Very truly yours,

THE BOEING COMPANY

/s/ Millie Edmonds

By Millie Edmonds

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: August 8, 2012

XIAMEN AIRLINES

/s/ Che Shang Lun

By

Its

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

XIA-PA-03757-LA-1207433

Xiamen Airlines
22 Dailiao Road
Xiamen, Fujian Province, 361006
People's Republic of China

Subject: Payment Matters

Reference: Purchase Agreement No. PA-03757 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Xiamen Airlines (**Customer**) relating to Model 737-800 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Advance Payment Schedule.

Notwithstanding the Aircraft advance payment schedule provided in Table 1 of the Purchase Agreement, Customer agrees to pay Boeing per the following schedule.

Months Prior to Delivery	**Amount Due**
At definitive agreement (less deposits received)	***
30 Months	***
27 Months	***
24 Months	***
21 Months	***
18 Months	***
12 Months	***
Total	***

2. Advance Payments for the Aircraft – Due on the Effective Date of the Purchase Agreement.

It is understood that Customer's ability to make the initial *** advance payments described in Article 4.2 of the Purchase Agreement may be impacted due to monetary issues, therefore Boeing agrees that such advance payments due on the effective date of the Purchase Agreement, may be deferred without interest until *** business days after the effective date of the Purchase Agreement, by which time Customer will pay all such advance payments as being due on or before that date.

3. Advance Payment Invoices.

For all advance payments due under paragraph 1 above, Boeing will provide invoices to Customer approximately thirty (30) days prior to the due date thereof.

4. Payment at Aircraft Delivery.

Pursuant to Article 4.4 of the Purchase Agreement, Customer will pay the balance of the Aircraft Price of each Aircraft at delivery. Boeing will provide the invoices for such payment approximately thirty (30) days prior to Aircraft delivery.

5. Rescheduling of Aircraft.

If Customer does not make all advance payments as specified in paragraph 1 of this Letter Agreement, Boeing may reschedule any or all of the Aircraft at any time as it deems necessary based on Boeing's production considerations and constraints. Boeing will give Customer ten business *** advance notice of any such Aircraft rescheduling, and will not reschedule such Aircraft if advance payments on all Aircraft are current prior to the expiration of such notification period.

6. Effect of Aircraft Rescheduling.

If Boeing reschedules any or all of the Aircraft pursuant to the provisions of paragraph 5 above, then Customer and Boeing will complete a Supplemental Agreement to document the revised Aircraft delivery schedules within thirty (30) days after the *** days advance notice is given.

7. Default Interest.

If Boeing does not reschedule any or all of the Aircraft pursuant to the provisions of paragraph 5 above, and Customer has not brought the advance payments current, Customer agrees to compensate Boeing for the delayed payment of the advance payments. Such compensation will be computed on the unpaid advance payment amount, starting from the eleventh business day after the effective date of the Purchase Agreement, or from the date that any additional advance payments become due, until such date as payments are received by Boeing. The agreed rate of interest shall be ***, plus ***, as published on the first business day of each month in the Wall Street Journal.

8. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

Very truly yours,

THE BOEING COMPANY

	/s/ Millie Edmonds
By	Millie Edmonds
Its	Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: August 8, 2012

XIAMEN AIRLINES

	/s/ Che Shang Lun
By	
Its	

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

XIA-PA-03757-LA-1207434

Xiamen Airlines
22 Dailiao Road
Xiamen, Fujian Province, 361006
People’s Republic of China

Subject: Special Escalation Program

Reference: Purchase Agreement No. PA-03757 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Xiamen Airlines (**Customer**) relating to Model 737-800 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Definitions.

Escalation Notice means the written communication provided by Boeing to Customer in accordance with the requirements of Article 4.1, below.

Program Aircraft means each Aircraft specified in Table 1 of the Purchase Agreement as of the date of this Letter Agreement, and includes *** and *** , as long as the Aircraft is delivered before the end of June 2019.

2. Applicability.

Notwithstanding any other provision of the Purchase Agreement to the contrary, the parties agree that the Escalation Adjustment for the Airframe Price and Optional Features Prices for each Program Aircraft shall be determined in accordance with this Letter Agreement.

3. Escalation Forecast.

Boeing will release an escalation forecast in February and August of each year based on Boeing’s then current standard ECI-W escalation formula. Only one escalation forecast shall be used to conduct the escalation analysis performed in accordance with Article 4.1, below, for a given Program Aircraft. The escalation forecast applicable to a given Program Aircraft is set forth in Attachment A.

4. Greater than *** percent *** Cumulative Annual Escalation.

4.1 If the escalation forecast, as set forth in Article 3, above, projects a cumulative annual escalation factor that exceeds the cumulative annual *** escalation factor, as set forth in Attachment B, for the scheduled delivery month of any Program Aircraft that is scheduled to deliver within the time period applicable to such escalation forecast, as set forth in Attachment A, then Boeing shall issue an Escalation Notice to the Customer by the date set forth in Attachment A. Such Escalation Notice shall, in Boeing's sole discretion, either:

4.1.1 limit the rate of escalation applicable to the Airframe Price and Optional Features Prices for such affected Program Aircraft to *** cumulative annual escalation as set forth in Attachment B; or

4.1.2 offer to Customer a different Escalation Adjustment for the Airframe Price and Optional Features Prices. If Boeing offers a different Escalation Adjustment under this paragraph, and should the parties fail to agree on a mutually acceptable Escalation Adjustment, either party will have the right to terminate the Purchase Agreement for that specific Aircraft.

4.2 If Boeing provides Customer the option described in Article 4.1.2 above, then Customer shall notify Boeing in writing of its election to either accept the new Escalation Adjustment or terminate the Purchase Agreement for that Aircraft within seven (7) days of its receipt of the Escalation Notice from Boeing. If Customer accepts the new Escalation Adjustment for that Aircraft, but the actual escalation factor at delivery of that Aircraft turns out to be equal to or less than *** , then Articles 5.1 and 5.2 below will apply instead of the new Escalation Adjustment for that Aircraft. In the event Customer elects to terminate the Purchase Agreement for the specific Aircraft, then: (i) Boeing will return to Customer, without interest, an amount equal to all advance payments paid by Customer for the terminated Program Aircraft.

4.2.1 Within thirty (30) days of Boeing's receipt of Customer's termination notice for any such terminated Program Aircraft under Article 4.2 above, Boeing may elect by written notice to Customer to purchase from Customer any BFE related to such terminated Program Aircraft at the invoice prices paid, or contracted to be paid, by Customer.

4.2.2 Should Customer fail to issue any notice to Boeing in accordance with Article 4.2 above, then the Escalation Adjustment for the Airframe Price and Optional Features Prices for such Program Aircraft shall be calculated in accordance with Supplemental Exhibit AE1.

5. Equal to or Less than *** Cumulative Annual Escalation.

If the escalation forecast, as set forth in Article 3, above, projects a cumulative annual escalation factor that is equal to or less than the *** cumulative annual escalation factor, as set forth in Attachment B, for the scheduled delivery month of any Program Aircraft that is scheduled to deliver within the time period applicable to such escalation forecast, as set forth in Attachment A, then such cumulative annual escalation applicable to such Program Aircraft shall be calculated as follows:

5.1 If the cumulative annual escalation factor, as determined in accordance with Supplemental Exhibit AE1 at time of delivery of a Program Aircraft, produces an escalation rate of less than *** cumulative annual escalation as set forth in Attachment B for such Program Aircraft, then the escalation rate so produced shall apply to the Airframe Price and the Optional Features Prices for such Program Aircraft.

5.2 If the cumulative annual escalation factor, as determined in accordance with Supplemental Exhibit AE1 at time of delivery of a Program Aircraft, produces an escalation rate equal to or exceeding the *** cumulative annual escalation factor as set forth in Attachment B for such Program Aircraft, then the escalation rate applicable to the Airframe Price and Optional Features Prices for such Program Aircraft shall be the *** cumulative annual escalation as set forth in Attachment B.

6. Applicability to Other Financial Consideration.

The escalation adjustment for any other sum, identified in the Purchase Agreement as subject to escalation pursuant to Supplemental Exhibit AE1, and which pertains to the Program Aircraft shall be calculated using the escalation methodology established in this Letter Agreement for such Program Aircraft notwithstanding any other provisions of the Purchase Agreement to the contrary.

7. Assignment.

This Letter Agreement is provided as an accommodation to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned in whole or in part.

8. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

Very truly yours,

THE BOEING COMPANY

/s/ Millie Edmonds
By Millie Edmonds
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: August 8, 2012

XIAMEN AIRLINES

/s/ Che Shang Lun
By
Its

ATTACHMENT A

Escalation Forecast & Escalation Notice Date

Escalation Forecast	Applicable to Program Aircraft Delivering in Time Period	Escalation Notice Date
Aug. 2014	February 2016 through July 2016	15 Oct. 2014
Feb. 2015	August 2016 through January 2017	15 Apr. 2015
Aug. 2015	February 2017 through July 2017	15 Oct. 2015
Feb. 2016	August 2017 through January 2018	15 Apr. 2016
Aug. 2016	February 2018 through July 2018	15 Oct. 2016
Feb. 2017	August 2018 through January 2019	15 Apr. 2017
Aug. 2017	February 2019 through July 2019	15 Oct. 2017

ATTACHMENT B
Escalation Factors - * Base Year**

Month	***	***
Mar-16	***	***
Apr-16	***	***
May-16	***	***
Jun-16	***	***
Jul-16	***	***
Aug-16	***	***
Sep-16	***	***
Oct-16	***	***
Nov-16	***	***
Dec-16	***	***
Jan-17	***	***
Feb-17	***	***
Mar-17	***	***
Apr-17	***	***
May-17	***	***
Jun-17	***	***
Jul-17	***	***
Aug-17	***	***
Sep-17	***	***
Oct-17	***	***
Nov-17	***	***
Dec-17	***	***
Jan-18	***	***
Feb-18	***	***
Mar-18	***	***
Apr-18	***	***
May-18	***	***
Jun-18	***	***
Jul-18	***	***
Aug-18	***	***
Sep-18	***	***
Oct-18	***	***
Nov-18	***	***
Dec-18	***	***
Jan-19	***	***
Feb-19	***	***
Mar-19	***	***
Apr-19	***	***
May-19	***	***
Jun-19	***	***

XIA-PA-03757-LA-1207435

Xiamen Airlines
22 Dailiao Road
Xaimen, Fujian Province, 361006
People's Republic of China

Subject: Government Approval Matters

Reference: Purchase Agreement No. PA-03757 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Xiamen Airlines (**Customer**) relating to Model 737-800 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Government Approval.

Boeing and Customer both acknowledge that it is necessary for Customer to obtain government approval to import the Aircraft into the People's Republic of China (**Government Approval**). Customer agrees to use best efforts to obtain Government Approval and notify Boeing promptly in writing as soon as approval has been obtained. In cooperation with Customer, Boeing shall provide reasonable assistance to Customer in preparing informational materials relating to the Purchase Agreement and the Aircraft which Customer advises are reasonably required for the Government Approval process. Customer shall advise Boeing as soon as practical of the specific assistance which Customer plans to request from Boeing.

2. Flexibility.

Boeing and Customer will work together to ensure the delivery schedule and advance payments as specified in Table 1 and paragraph 1 in Letter Agreement XIA-PA-03757-LA- 1207433 are met. If Boeing has not received written notification from Customer that Government Approval has been obtained *** months prior to Aircraft delivery and Customer is not current with advance payments for all Aircraft per the Purchase Agreement, then Boeing may, after consultation with Customer, take one or more of the actions set forth below for the Aircraft as it deems appropriate based on Boeing's production considerations and requirements, while expressly reserving all of Boeing's rights and remedies under law.

2.1. Reschedule Aircraft. Boeing may reschedule any or all of the Aircraft. Boeing will give Customer *** business days advance notice of any such Aircraft rescheduling, and will not reschedule Aircraft for which Customer is successful in obtaining Government Approval prior to the expiration of such *** business day notification period.

The following terms shall apply to the rescheduled Delivery Period Aircraft.

2.1.1. The Escalation Adjustment for each such rescheduled Aircraft will be calculated to the revised delivery month in accordance with the provisions of the Purchase Agreement.

2.1.2. Advance payments for each such rescheduled Aircraft will be calculated to the revised delivery month in accordance with the provisions of the Purchase Agreement.

2.1.3. The Advance Payment Base Price will be calculated to the revised delivery month in accordance with the provisions of the Purchase Agreement. The credit memoranda Boeing provides to the Customer which are noted as "subject to escalation" will be calculated to the revised delivery month in accordance with the provisions of the Purchase Agreement.

2.1.4. As any delivery reschedule contemplated by this Letter Agreement is a direct result of not obtaining Government Approval in a timely fashion, Boeing will retain all advance payments received for a particular Aircraft prior to the reschedule of that Aircraft and apply those payments towards the future advance payments for that same rescheduled Aircraft. In no case will Boeing pay interest on any advance payment amounts or early payment resulting from the reschedule of the relevant Aircraft.

2.2. Terminate Aircraft. Boeing may terminate the Aircraft by providing Customer with written notice of such termination and shall promptly return to Customer, without interest, an amount equal to all advance payments paid by Customer for the terminated Aircraft.

3. Confidential Treatment.

Boeing and Customer understand that certain information contained in this Letter Agreement is considered to be confidential. The parties agree that they will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of the other party, disclose this Letter Agreement or any information contained herein to any other person or entity.

Very truly yours,

THE BOEING COMPANY

/s/ Millie Edmonds
By Millie Edmonds
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: August 8, 2012

XIAMEN AIRLINES

/s/ Che Shang Lun
By
Its

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

XIA-PA-03757-LA-1207436

Xiamen Airlines
22 Dailiao Road
Xiamen, Fujian Province, 361006
People's Republic of China

Subject: Liquidated Damages – Non-Excusable Delay

Reference: Purchase Agreement No. PA-03757 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Xiamen Airlines (**Customer**) relating to Model 737-800 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Definition of Terms:

Non-Excusable Delay: Delay in delivery of any Aircraft beyond the last day of the delivery month (**Scheduled Delivery**) established in the Purchase Agreement by any cause that is not an Excusable Delay pursuant to Article 7 of the AGTA and for which Customer is otherwise entitled to a remedy from Boeing pursuant to applicable law.

1. Liquidated Damages.

Boeing agrees to pay Customer liquidated damages for each day of Non-Excusable Delay in excess of *** (collectively the **Non-Excusable Delay Payment Period**) at a rate of *** per day per Aircraft not to exceed an aggregate sum of *** per Aircraft (**Liquidated Damages**).

2. Interest.

In addition to the Liquidated Damages in paragraph 1, for each day of Non-Excusable Delay commencing *** days after the Scheduled Delivery, Boeing will pay Customer interest calculated as follows (**Interest**):

The product of the daily interest rate (computed by dividing the interest rate in effect for each day by three hundred sixty-five (365) day, or three hundred sixty-six (366) days, as the case may be) times the entire amount of advance payments received by Boeing for such Aircraft. The interest rate in effect for each day shall be computed using the *** rate as published in the Wall Street Journal, US edition, effective the first business day of the calendar quarter and reset each calendar quarter.

Such interest will be calculated on a simple interest basis and paid in full at actual delivery.

3. Right of Termination.

Customer will not have the right to refuse to accept delivery of any Aircraft because of a Non-Excusable Delay unless and until the aggregate duration of the Non-Excusable Delay for such Aircraft exceeds *** days (**Non-Excusable Delay Period**). After such Non-Excusable Delay Period, either party may terminate the Purchase Agreement as to such Aircraft by written or telegraphic notice given to the other.

4. Termination.

If the Purchase Agreement is terminated with respect to any Aircraft for a Non- Excusable Delay, Boeing will, in addition to paying Liquidated Damages and Interest as described above, promptly repay to Customer the entire principal amount of the advance payments received by Boeing for such Aircraft.

5. Exclusive Remedies.

The Liquidated Damages and Interest payable in accordance with paragraphs 1 and 2 of this Letter Agreement, and Customer's right to terminate pursuant to this Letter Agreement are Customer's exclusive remedies for a Non-Excusable Delay and are in lieu of all other damages, claims, and remedies of Customer arising at law or otherwise for any Non-Excusable Delay in the Aircraft delivery. Customer hereby waives and renounces all other claims and remedies arising at law or otherwise for any such Non-Excusable Delay.

6. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

7. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

Very truly yours,

THE BOEING COMPANY

/s/ Millie Edmonds

By Millie Edmonds

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: August 8, 2012

XIAMEN AIRLINES

By /s/ Che Shang Lun

Its

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

XIA-PA-03757-LA-1207437

Xiamen Airlines
22 Dailiao Road
Xiamen, Fujian Province, 361006
People's Republic of China

Subject: Aircraft Performance Guarantees

Reference: Purchase Agreement No. PA-03757 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Xiamen Airlines (**Customer**) relating to Model 737-800 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Boeing agrees to provide Customer with the performance guarantees in the Attachment. These guarantees are exclusive and expire upon delivery of the Aircraft to Customer. Customer agrees to limit the remedy for non-compliance of any performance guarantee to the terms in Letter Agreement No. XIA-PA-03757-LA-1207436.

1. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

2. Confidential Treatment.

Boeing and Customer understand that certain information contained in this Letter Agreement is considered to be confidential. The parties agree that they will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of the other party, disclose this Letter Agreement or any information contained herein to any other person or entity except, (1) to those of their respective legal counsel, auditors, accountants, insurance brokers and other advisers who have a need to know the information for purposes of interpreting Customer's rights or interpreting or performing Customer's obligations under the Purchase Agreement, subject to such parties' written agreements that they will treat the information as confidential, (2) to a bank for the sole purpose of financing of the purchase of such Aircraft and subject to such bank's written agreement that it will treat the information as confidential, (3) as required by the rules of any stock market applicable to the parties on condition that the party wishing to make such disclosure shall first use reasonable efforts to seek relief from the risk of disclosure to competitors or others with whom either of the parties has business relations of information which might be detrimental to the interest of either of the parties, or (4) as may be required by applicable law.

Very truly yours,

THE BOEING COMPANY

	/s/ Millie Edmonds
By	Millie Edmonds
Its	Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: August 8, 2012

XIAMEN AIRLINES

	/s/ Che Shang Lun
By	
Its	

MODEL 737-800 WITH WINGLETS PERFORMANCE GUARANTEES

FOR XIAMEN AIRLINES

SECTION	CONTENTS
1	AIRCRAFT MODEL APPLICABILITY
2	FLIGHT PERFORMANCE
3	MANUFACTURER'S EMPTY WEIGHT
4	AIRCRAFT CONFIGURATION
5	GUARANTEE CONDITIONS
6	GUARANTEE COMPLIANCE
7	EXCLUSIVE GUARANTEES

1 AIRCRAFT MODEL APPLICABILITY

The guarantees contained in this Attachment (the "Performance Guarantees") are applicable to the 737-800 Aircraft with winglets and a maximum takeoff weight of *** pounds, a maximum landing weight of *** pounds, and a maximum zero fuel weight of *** pounds, and equipped with Boeing furnished *** engines.

2 FLIGHT PERFORMANCE

2.1 Takeoff

The FAA approved takeoff field length at a gross weight at the start of the ground roll of *** pounds, at a temperature of ***, at a sea level altitude, and using maximum takeoff thrust, shall not be more than the following guarantee value:

GUARANTEE:	*** Feet

2.2 Landing

The FAA approved landing field length at a gross weight of *** pounds and at a sea level altitude, shall not be more than the following guarantee value:

GUARANTEE:	*** Feet

2.3 Speed

The level flight speed at a gross weight of *** pounds, on an ISA+***°C day, at an altitude of *** feet and using not more than maximum cruise thrust, shall not be less than the following guarantee value:

NOMINAL:	*** KTAS
TOLERANCE:	*** KTAS
GUARANTEE:	*** KTAS

2.4 Cruise Fuel Mileage

The cruise fuel mileage at a gross weight of *** pounds on a standard day, at an altitude of *** feet, at *** Mach number and using not more than maximum cruise thrust, shall not be less than the following guarantee value:

NOMINAL:	*** Nautical Miles/Pound
TOLERANCE:	*** Nautical Miles/Pound
GUARANTEE:	*** Nautical Miles/Pound

2.5 Mission

2.5.1 Mission Payload

The payload for a stage length of *** nautical miles in still air (equivalent to a distance of *** nautical miles with a *** knot headwind, representative of a Xiamen to Harbin route) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules:

Stage Length:	The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.
Takeoff:	The airport altitude is *** feet. The takeoff gross weight is not limited by the airport conditions. Maximum takeoff thrust is used for the takeoff. The takeoff gross weight shall conform to FAA Regulations.
Climbout Maneuver:	Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to *** feet above the departure airport altitude and retracting flaps and landing gear.
Climb:	The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS. The Aircraft then accelerates at a rate of climb of *** feet per minute to a climb speed of *** KCAS. The climb continues at *** KCAS until *** Mach number is reached. The climb continues at *** Mach number to the initial cruise altitude. The temperature is ISA+***°C during climb. Maximum climb thrust is used during climb.
Cruise:	The Aircraft cruises at *** Mach number. The initial cruise altitude is *** feet. The temperature is ISA+***°C during cruise.

	The cruise thrust is not to exceed maximum cruise thrust.
Descent:	The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude. Throughout the descent, the cabin pressure will be controlled to a maximum rate of descent equivalent to *** feet per minute at sea level. The temperature is ISA+***°C during descent.
Approach and Landing Maneuver:	The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands. The destination airport altitude is *** feet.
Fixed Allowances:	For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances: Standard and Operational Items Allowance (Paragraph 2.5.4): *** Pounds Taxi-Out: Fuel *** Pounds Takeoff and Climbout Maneuver: Fuel *** Pounds Distance *** Nautical Miles Approach and Landing Maneuver: Fuel *** Pounds Taxi-In (shall be consumed from the reserve fuel): Fuel *** Pounds Usable reserve fuel remaining upon completion of the approach and landing maneuver: *** Pounds For information purposes, the reserve fuel is based on a standard day temperature and a) a missed approach and flight to a *** nautical mile alternate, b) an approach and landing maneuver at the alternate airport, and c) a *** minute hold at *** feet above the alternate airport altitude of *** feet.

2.5.2 Manufacturer's Empty Weight Basis

The Manufacturer's Empty Weight (MEW) derived in Paragraph 2.5.3 is the basis for the mission guarantee of Paragraph 2.5.1.

2.5.3 737-800 Weight Summary - Xiamen Airlines

		Pounds
Standard Model Specification MEW		***
Configuration Specification D019A001, Rev. N, Dated January 29, 2010		
175 Tourist Class Passengers		
CFM56-7 Engines		
*** Maximum Taxi Weight		
***U.S. Gallons ***liters) Fuel Capacity		
Changes for Xiamen Airlines		
Interior Change to 170 Passengers (8 FC / 162 TC)		***
(Ref: LOPA 378-2556 Rev. F) Boeing Sky Interior		
*** Maximum Taxi Weight		***
***Maximum Takeoff Weight		***
*** Maximum Landing Weight		***
*** Maximum Zero Fuel Weight	***	
Audio Entertainment System	***	
Video Entertainment System	***	
Extended Operations (ETOPS)	***	
Standby Power - 60-Minute Capability	***	
Heavy Duty Cargo Compartment Linings/Panels (Fwd and Aft)	***	
Centerline Overhead Stowage Compartments (3)	***	
Winglets	***	
Additional Customer Options	***	
Xiamen Airlines Manufacturer's Empty Weight (MEW)		***
Standard and Operational Items Allowance (Paragraph 2.5.4)		***
Xiamen Airlines Operational Empty Weight (OEW)		***

	Quantity	Pounds	Pounds
* Seat Weight Included (Not incl. audio provisions):			***
First Class Double	***	***	
Economy Class Triple	***	***	
Economy Class Triple w/3 In-Arm Food Trays	***	***	

2.5.4 Standard and Operational Items Allowance

	Qty	Pounds	Pounds	Pounds
Standard Items Allowance				***
Unusable Fuel			***	
Oil			***	
Oxygen Equipment			***	
Passenger Portable	***	***		
Crew Masks and Goggles	***	***		
Miscellaneous Equipment			***	
Crash Axe	***	***		
Megaphones	***	***		
Flashlights	***	***		
Smoke Hoods	***	***		
Galley Structure & Fixed Inserts			***	
Operational Items Allowance				***
Crew and Crew Baggage			***	
Flight Crew	***	***		
Cabin Crew	***	***		
Navigation Bags & Manuals		***		
Catering Allowance & Removable Inserts			***	
First Class	***	***		
Tourist Class	***	***		
Crew	***	***		
Galley Carts: 2 Half Size and 8 Full Size	***	***		
Passenger Service Equipment	***		***	
Potable Water - 60 USG			***	
Waste Tank Disinfectant			***	
Emergency Equipment			***	
Escape Slides - Forward	***	***		
Escape Slides - Aft	***	***		
Life Vests - Crew and Passengers	***	***		
Life Rafts	***	***		
Auto Radio Beacon (ELT)	***	***		
Total Standard and Operational Items Allowance				***

3 MANUFACTURER'S EMPTY WEIGHT

The Manufacturer's Empty Weight (MEW) is guaranteed not to exceed the value in Section 03-60-00 of Detail Specification D019A001XIA38P-3 plus one and one quarter of one percent.

4 AIRCRAFT CONFIGURATION

4.1 The guarantees contained in this Attachment are based on the Aircraft configuration as defined in the original release of Detail Specification D019A001XIA38P-3 (hereinafter referred to as the Detail Specification). Appropriate adjustment shall be made for changes in such Detail Specification approved by the Customer and Boeing or otherwise allowed by the Purchase Agreement which cause changes to the flight performance and/or weight and balance of the Aircraft. Such adjustment shall be accounted for by Boeing in its evidence of compliance with the guarantees.

4.2 The guarantee payload of Paragraph 2.5.1 will be adjusted by Boeing for the effect of the following on MEW and the Manufacturer's Empty Weight guarantee of Section 3 will be adjusted by Boeing for the following in its evidence of compliance with the guarantees:

(1) Changes to the Detail Specification or any other changes mutually agreed upon between the Customer and Boeing or otherwise allowed by the Purchase Agreement.

(2) The difference between the component weight allowances given in Appendix IV of the Detail Specification and the actual weights.

5 GUARANTEE CONDITIONS

5.1 All guaranteed performance data are based on the International Standard Atmosphere (ISA) and specified variations therefrom; altitudes are pressure altitudes.

5.2 The Federal Aviation Administration (FAA) regulations referred to in this Attachment are, unless otherwise specified, the 737-800 Certification Basis regulations specified in the Type Certificate Data Sheet A16WE, Revision 44, dated August 24, 2009.

5.3 In the event a change is made to any law, governmental regulation or requirement, or in the interpretation of any such law, governmental regulation or requirement that affects the certification basis for the Aircraft as described in Paragraph 5.2, and as a result thereof, a change is made to the configuration and/or the performance of the Aircraft in order to obtain certification, the guarantees set forth in this Attachment shall be appropriately modified to reflect any such change.

5.4 The takeoff and landing guarantees, and the takeoff portion of the mission guarantee are based on hard surface, level and dry runways with no wind or obstacles, no clearway or stopway, *** mph tires, with Category C brakes and anti-skid operative, and with the Aircraft center of gravity at the most forward limit unless otherwise specified. The takeoff performance is based on no engine bleed for air conditioning or thermal anti-icing and the Auxiliary Power Unit (APU) turned off unless otherwise specified. The improved climb performance procedure will be used for takeoff as required. The landing performance is based on the use of automatic spoilers.

5.5 The speed and cruise fuel mileage guarantees, and the climb, cruise and descent portions of the mission guarantee include allowances for normal power extraction and engine bleed for normal operation of the air conditioning system. Normal electrical power extraction shall be defined as not less than a *** kilowatts total electrical load. Normal operation of the air conditioning system shall be defined as pack switches in the "Auto" position, the temperature control switches in the "Auto" position that results in a nominal cabin temperature of ***°F, and all air conditioning systems operating normally. This operation allows a maximum cabin pressure differential of 8.35 pounds per square inch at higher altitudes, with a nominal Aircraft cabin ventilation rate of *** cubic feet per minute including passenger cabin recirculation (nominal recirculation is *** percent). The APU is turned off unless otherwise specified.

5.6 The speed and cruise fuel mileage guarantees, and the climb, cruise and descent portions of the mission guarantee are based on an Aircraft center of gravity location, as determined by Boeing, not to be aft of *** percent of the mean aerodynamic chord.

5.7 Performance, where applicable, is based on a fuel Lower Heating Value (LHV) of *** BTU per pound and a fuel density of *** pounds per U.S. gallon.

6 GUARANTEE COMPLIANCE

6.1 Compliance with the guarantees of Sections 2 and 3 shall be based on the conditions specified in those sections, the Aircraft configuration of Section 4 and the guarantee conditions of Section 5.

6.2 Compliance with the takeoff and landing guarantees and the takeoff portion of the mission guarantee shall be based on the FAA approved Airplane Flight Manual for the Model 737-800.

6.3 Compliance with the speed and cruise fuel mileage guarantees, and the climb, cruise and descent portions of the mission guarantee shall be established by calculations based on flight test data obtained from an aircraft in a configuration similar to that defined by the Detail Specification.

6.4 The OEW used for compliance with the mission guarantee shall be the actual MEW plus the Standard and Operational Items Allowance in Paragraph 2.5.4.

6.5 Compliance with the Manufacturer's Empty Weight guarantee shall be based on information in the "Weight and Balance Control and Loading Manual - Aircraft Report."

6.6 The data derived from tests shall be adjusted as required by conventional methods of correction, interpolation or extrapolation in accordance with established engineering practices to show compliance with these guarantees.

6.7 Compliance shall be based on the performance of the airframe and engines in combination, and shall not be contingent on the engine meeting its manufacturer's performance specification.

7 EXCLUSIVE GUARANTEES

The only performance guarantees applicable to the Aircraft are those set forth in this Attachment.

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

XIA-PA-03757-LA-1207438

Xiamen Airlines
22 Dailiao Road
Xiamen, Fujian Province, 361006
People's Republic of China

Subject: Significant Aircraft Improvement

Reference: Purchase Agreement No. PA-03757 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Xiamen Airlines (**Customer**) relating to Model 737-800 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Significant Improvement.

During the delivery stream of the Aircraft Boeing may make, or cause to be made, improvements to the 737 aircraft. These changes may be in the form of a performance improvement package or a transition of Aircraft to the re-engined 737 family of aircraft (**Significant Improvement**). Boeing may take the following actions with regards to offering the Significant Improvement:

1.1 Boeing will have the right to incorporate the Significant Improvement and update the Performance Guarantees for the affected Aircraft.

1.2 In addition to Article 1.1, Boeing, after good faith discussions with Customer, may elect to revise the commercial terms of the Purchase Agreement. Customer may elect not to accept the revised commercial terms and terminate the Purchase Agreement with respect to the affected Aircraft delivering in *** or later subject to the notice period described in Article 2. If Customer does not accept the revised commercial terms within thirty (30) days of the notice, or such time as may be mutually agreed upon, Boeing will have the right to terminate the Purchase Agreement with respect to the affected Aircraft.

2. Notice and Purchase Agreement Amendment.

No later than *** months prior to the scheduled delivery of the Aircraft in 2018 or later, Boeing will provide Customer written notice of its intention to incorporate the Significant Improvement. Boeing's notice will include updated Performance Guarantees reflecting the effects of such Significant Improvement.

2.1 If Boeing provides Customer only notice of the option described in Article 1.1 above, then the notice will constitute an amendment to the Purchase Agreement effective on the date of the notice.

2.2 If Boeing provides Customer notice of the option described in Article 1.2, then the notice will include a proposed amendment to the Purchase Agreement. In the event Boeing or then Boeing will amend the Purchase Agreement to reflect the termination of the affected Aircraft and return to Customer, without interest, all advance payments paid by Customer for the terminated Aircraft,

3. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

4. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

Very truly yours,

THE BOEING COMPANY

/s/ Millie Edmonds

By Millie Edmonds

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: August 8, 2012

XIAMEN AIRLINES

/s/ Che Shang Lun

By

Its

XIA-PA-03757-LA-1207439

Xiamen Airlines
22 Dailiao Road
Xiamen, Fujian Province, 361006
People's Republic of China

Subject: Spare Parts Initial Provisioning

Reference: a) PurchaseAgreement No. 03757 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Xiamen Airlines (**Customer**) relating to Model 737-800 aircraft (**Aircraft**)

b) Customer Services General Terms Agreement No. 5C (**CSGTA**) between Boeing and Customer.

This letter agreement (**Letter Agreement**) is entered into on the date below and amends and supplements the CSGTA. All capitalized terms used but not defined in this Letter Agreement have the same meaning as in the CSGTA, except for "Aircraft" which will have the meaning as defined in the Purchase Agreement.

In order to define the process by which Boeing and Customer will i) identify those Spare Parts and Standards critical to Customer's successful introduction of the Aircraft into service and its continued operation, ii) place Orders under the provisions of the CSGTA as supplemented by the provisions of this Letter Agreement for those Spare Parts and Standards, and iii) manage the return of certain of those Spare Parts which Customer does not use, the parties agree as follows.

1. Definitions.

1.1 **Provisioning Data** means the documentation provided by Boeing to Customer, including but not limited to the Recommended Spare Parts List (**RSPL**), identifying all Boeing initial provisioning requirements for the Aircraft.

1.2 **Provisioning Items** means the Spare Parts and Standards identified by Boeing as initial provisioning requirements in support of the Aircraft, excluding special tools and ground support equipment (GSE), engines and engine parts.

1.3 **Provisioning Products Guide** means the Boeing Manual D6-81834 entitled "Spares Provisioning Products Guide".

2. Phased Provisioning.

2.1 Provisioning Products Guide. Prior to the initial provisioning meeting Boeing will furnish to Customer a copy of the Provisioning Products Guide.

2.2 Initial Provisioning Meeting. On or about *** months prior to delivery of the first Aircraft the parties will conduct an initial provisioning meeting, as applicable, where the procedures, schedules, and requirements for training will be established to accomplish phased provisioning of Spare Parts and Standards for the Aircraft in accordance with the Provisioning Products Guide. If the lead time from execution of the Purchase Agreement until delivery of the first Aircraft is less than *** months, the initial provisioning meeting will be established as soon as reasonably possible after execution of the Purchase Agreement.

2.3 Provisioning Data. During the initial provisioning meeting Customer will provide to Boeing the operational parameter information described in Chapter 6 of the Provisioning Products Guide. After review and acceptance by Boeing of such Customer information, Boeing will prepare the Provisioning Data. Such Provisioning Data will be furnished to Customer on or about *** days after Boeing finalizes the engineering drawings for the Aircraft. The Provisioning Data will be as complete as possible and will cover Provisioning Items selected by Boeing for review by Customer for initial provisioning of Spare Parts and Standards for the Aircraft. Boeing will furnish to Customer revisions to the Provisioning Data until approximately *** days following delivery of the last Aircraft or until the delivery configuration of each of the Aircraft is reflected in the Provisioning Data, whichever is later.

2.4 Buyer Furnished Equipment (**BFE**) Provisioning Data. Unless otherwise advised by Boeing, Customer will provide or insure its BFE suppliers provide to Boeing the BFE data in scope and format acceptable to Boeing, in accordance with the schedule established during the initial provisioning meeting.

3. Purchase from Boeing of Spare Parts and Standards as Initial Provisioning for the Aircraft.

3.1 Schedule. In accordance with schedules established during the initial provisioning meeting, Customer may place Orders for Provisioning Items and any GSE, special tools or engine spare parts which Customer determines it will initially require for maintenance, overhaul and servicing of the Aircraft and/or engines.

3.2 Prices of Initial Provisioning Spare Parts.

3.2.1 Boeing Spare Parts. The Provisioning Data will set forth the prices for those Provisioning Items other than items listed in Article 3.3, below, that are Boeing Spare Parts, and such prices will be firm and remain in effect for *** days from the date the price is first quoted to Customer in the Provisioning Data.

3.2.2 Supplier Spare Parts. Boeing will provide estimated prices in the Provisioning Data for Provisioning Items other than items listed in Article 3.3, below, that are Supplier Spare Parts. The price to Customer for any Supplier Spare Parts that are Provisioning Items or for any items ordered for initial provisioning of GSE, special tools manufactured by suppliers, or engine spare parts will be *** of the supplier's list price for such items.

3.3 QEC Kits, Standards Kits, Raw Material Kits, Bulk Materials Kits and Service Bulletin Kits. In accordance with schedules established during the initial provisioning meeting, Boeing will furnish to Customer a listing of all components which could be included in the quick engine change (**QEC**) kits, Standards kits, raw material kits, bulk materials kits and service bulletin kits which may be purchased by Customer from Boeing. Customer will select, and provide to Boeing its desired content for the kits. Boeing will furnish to Customer as soon as practicable thereafter a statement setting forth a firm price for such kits. Customer will place Orders with Boeing for the kits in accordance with schedules established during the initial provisioning meeting.

4. Delivery.

For Spare Parts and Standards ordered by Customer in accordance with Article 3 of this Letter Agreement, Boeing will, insofar as reasonably possible, deliver to Customer such Spare Parts and Standards on dates reasonably calculated to conform to Customer's anticipated needs in view of the scheduled deliveries of the Aircraft. Customer and Boeing will agree upon the date to begin delivery of the provisioning Spare Parts and Standards ordered in accordance with this Letter Agreement. Where appropriate, Boeing will arrange for shipment of such Spare Parts and Standards which are manufactured by suppliers directly to Customer from the applicable supplier's facility. The routing and method of shipment for initial deliveries and all subsequent deliveries of such Spare Parts and Standards will be as established at the initial provisioning meeting and thereafter by mutual agreement.

5. Substitution for Obsolete Spare Parts.

5.1 Obligation to Substitute Pre-Delivery. In the event that, prior to delivery of the first Aircraft, any Spare Part purchased by Customer from Boeing in accordance with this Letter Agreement as initial provisioning for the Aircraft is rendered obsolete or unusable due to the redesign of the Aircraft or of any accessory, equipment or part thereof (other than a redesign at Customer's request) Boeing will deliver to Customer at no charge new and usable Spare Parts in substitution for such obsolete or unusable Spare Parts and, upon such delivery, Customer will return the obsolete or unusable Spare Parts to Boeing.

5.2 Delivery of Obsolete Spare Parts and Substitutes. Obsolete or unusable Spare Parts returned by Customer pursuant to this Article 5 will be delivered to Boeing at its Seattle Distribution Center or such other destination as Boeing may reasonably designate. Spare Parts substituted for such returned obsolete or unusable Spare Parts will be delivered to Customer in accordance with the CSGTA. Boeing will pay the freight charges for the shipment from Customer to Boeing of any such obsolete or unusable Spare Part and for the shipment from Boeing to Customer of any such substitute Spare Part.

6. Repurchase of Provisioning Items.

6.1 Obligation to Repurchase. During a period commencing *** after delivery of the first Aircraft, and ending *** years after such delivery, Boeing will, upon receipt of Customer's written request and subject to the exceptions in Article 6.2, repurchase unused and undamaged Provisioning Items which were peculiar to the Aircraft as compared to the delivery configuration of Model 737-800 aircraft previously purchased by Customer from Boeing and (i) were recommended by Boeing in the Provisioning Data as initial provisioning for the Aircraft, (ii) were purchased by Customer from Boeing, and (iii) are surplus to Customer's needs.

6.2 Exceptions. Boeing will not be obligated under Article 6.1 to repurchase any of the following: (i) quantities of Provisioning Items in excess of those quantities recommended by Boeing in the Provisioning Data for the Aircraft, (ii) QEC kits, bulk material kits, raw material kits, service bulletin kits, Standards kits and components thereof (except those components listed separately in the Provisioning Data), (iii) Provisioning Items for which an Order was received by Boeing more than *** months after delivery of the last Aircraft, (iv) Provisioning Items which have become obsolete or have been replaced by other Provisioning Items as a result of Customer's modification of the Aircraft, and (v) Provisioning Items which become excess as a result of a change in Customer's operating parameters, as provided to Boeing pursuant to the initial provisioning meeting and which were the basis of Boeing's initial provisioning recommendations for the Aircraft.

6.3 Notification and Format. Customer will notify Boeing, in writing when Customer desires to return Provisioning Items under the provisions of this Article 6. Customer's notification will include a detailed summary, in part number sequence, of the Provisioning Items Customer desires to return. Such summary will be in the form of listings, tapes, diskettes or other media as may be mutually agreed between Boeing and Customer and will include part number, nomenclature, purchase order number, purchase order date and quantity to be returned. Within *** business days after receipt of Customer's notification, Boeing will advise Customer in writing when Boeing's review of such summary will be completed.

6.4 Review and Acceptance by Boeing. Upon completion of Boeing's review of any detailed summary submitted by Customer pursuant to Article 6.3, Boeing will issue to Customer a Material Return Authorization (**MRA**) for those Provisioning Items Boeing agrees are eligible for repurchase in accordance with this Article 6. Boeing will advise Customer of the reason that any Provisioning Item included in Customer's detailed summary is not eligible for return. Boeing's MRA will state the date by which Provisioning Items listed in the MRA must be redelivered to Boeing, and Customer will arrange for shipment of such Provisioning Items accordingly.

6.5 Price and Payment. The price of each Provisioning Item repurchased by Boeing pursuant to this Article 6 will be an amount equal to *** of the original invoice price thereof except that the repurchase price of Provisioning Items purchased pursuant to Article 3.2.2 will not include Boeing's *** handling charge. Boeing will pay the repurchase price by issuing a credit memorandum in favor of Customer which may be applied against amounts due Boeing for the purchase of Spare Parts or Standards.

6.6 Delivery of Repurchased Provisioning Items. Provisioning Items repurchased by Boeing pursuant to this Article 6 will be delivered to Boeing F.O.B. at its Seattle Distribution Center or such other destination as Boeing may reasonably designate.

7. Title and Risk of Loss.

Title and risk of loss of any Spare Parts or Standards delivered to Customer by Boeing in accordance with this Letter Agreement will pass from Boeing to Customer in accordance with the applicable provisions of the CSGTA. Title to and risk of loss of any Spare Parts or Standards returned to Boeing by Customer in accordance with this Letter Agreement will pass to Boeing upon delivery of such Spare Parts or Standards to Boeing in accordance with the provisions of Article 5.2 or Article 6.6, herein; as appropriate.

8. Termination for Excusable Delay.

In the event of termination of the Purchase Agreement pursuant to Article 7 of the AGTA with respect to any Aircraft, such termination will, if Customer so requests by written notice received by Boeing within fifteen (15) days after such termination, also discharge and terminate all obligations and liabilities of the parties as to any Spare Parts or Standards which Customer had ordered pursuant to the provisions of this Letter Agreement as initial provisioning for such Aircraft and which are undelivered on the date Boeing receives such written notice.

9. Order of Precedence.

In the event of any inconsistency between the terms of this Letter Agreement and the terms of any other provisions of the CSGTA, the terms of this Letter Agreement will control.

Very truly yours,

THE BOEING COMPANY
/s/ Millie Edmonds
By Millie Edmonds
Its Attorney-In-Fact
ACCEPTED AND AGREED TO this
Date: August 8, 2012

XIAMEN AIRLINES
/s/ Che Shang Lun
By
Its

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

XIA-PA-03757-LA-1207440

Xiamen Airlines
22 Dailiao Road
Xiamen, Fujian Province, 361006
People's Republic of China

Subject: Special Matters

Reference: Purchase Agreement No. PA-03757 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Xiamen Airlines (**Customer**) relating to Model 737-800 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Credit Memoranda.

1.1 Basic Credit Memorandum. At the time of delivery of each 737-800 Aircraft, Boeing will issue to Customer a basic credit memorandum (**Basic Credit Memorandum**) in an amount of *** .

1.2 Customer Support Credit Memorandum. Boeing will issue to Customer a customer support credit memorandum (**Customer Support Credit Memorandum**) in an amount of *** at the time of delivery of each 737-800 Aircraft. This credit memorandum may only be used for the purchase of Boeing goods and services and may not be applied against the Aircraft Price at time of delivery.

1.3 Customer Loyalty Credit Memorandum. In recognition of Customer operating an all Boeing fleet, Boeing will issue to Customer a customer loyalty credit memorandum (**Customer Loyalty Credit Memorandum**) in an amount of *** at the time of delivery of each 737-800 Aircraft.

1.4 Special Quantity Credit Memorandum. In recognition of Customer's purchase of forty Aircraft, Boeing will issue to Customer a special quantity credit memorandum (**Special Quantity Credit Memorandum**) in an amount of *** at the time of delivery of each Aircraft.

1.5 737NG Value Credit Memorandum. To address Customer's concerns of future pricing of 737NG aircraft, Boeing will issue to Customer a 737NG value credit memorandum (**737NG Value Credit Memorandum**) at delivery of each 737-800 Aircraft, as scheduled at signing of this Purchase Agreement, as follows:

- Aircraft delivering in 2016: ***
- Aircraft delivering in 2017: ***
- Aircraft delivering in 2018: ***
- Aircraft delivering in 2019: ***

2. Substitution Aircraft.

If Customer elects to substitute into 737-700 high hot aircraft, Customer will receive at least the same deal protection as in Purchase Agreement No. 3217 for the purchase of 737-700 high hot aircraft. Boeing and Customer will discuss in good faith to determine the credit memoranda amount at the time Customer requests to make the substitution.

3. Purchase Right Aircraft.

If Customer exercises the right to make Purchase Right Aircraft firm 737-800 Aircraft as described in Letter Agreement XIA-PA-03757-LA-1208905, Customer will receive the same deal protection as the firm forty (40) 737-800 Aircraft described in this Letter Agreement, except that Purchase Right Aircraft will use the then-current base year dollar.

4. Escalation of Credit Memoranda.

Unless otherwise noted, the amounts of the Credit Memoranda stated in paragraphs 1.1 through *** base year dollars and will be escalated to the scheduled month of the respective Aircraft delivery pursuant to Supplemental Exhibit AE1 of the Purchase Agreement and shall be subject to the same provisions set forth in Letter Agreement XIA-PA-03758-LA- 1207434. The Credit Memoranda may, at the election of Customer, be (i) applied against the Aircraft Price of the respective Aircraft at the time of delivery, or (ii) used for the purchase of other Boeing goods and services (but shall not be applied to advance payments).

5. Assignment.

Unless otherwise noted herein, the Credit Memoranda described in this Letter Agreement are provided as a financial accommodation to Customer and in consideration of Customer's taking title to the Aircraft at time of delivery and becoming the operator of the Aircraft. This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing.

6. Confidentiality.

Customer understands and agrees that the information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer agrees to limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

Very truly yours,

THE BOEING COMPANY

/s/ Millie Edmonds

By Millie Edmonds

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: August 8, 2012

XIAMEN AIRLINES

/s/ Che Shang Lun

By

Its

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

XIA-PA-03757-LA-1207452

Xiamen Airlines
22 Dailiao Road
Xiamen, Fujian Province, 361006
People's Republic of China

Subject: Clarification and Understanding

Reference: Purchase Agreement No. PA-03757 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Xiamen Airlines (**Customer**) relating to Model 737-800 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

This Letter Agreement is provided to Customer as clarification and understanding to items in various exhibits and letter agreements in the Purchase Agreement.

1. Letter Agreement XIA-PA-03757-LA-1207439 "Spare Parts Initial Provisioning".

Notwithstanding the provisions of paragraph 5, "Substitution for Obsolete Spare Parts", sub-paragraph 5.2, "Delivery of Obsolete Spare Parts and Substitutes", Boeing and Customer wish to clarify the understanding of Boeing's and Customer's obligations when paying the freight charges for the shipment from Customer to Boeing of any such obsolete or unusable Spare Part and for the shipment from Boeing to Customer of any such substitute Spare Part.

Boeing and Customer agree that Boeing's payment of the above freight charges shall include, in addition to the actual shipping costs, any applicable agency fees (freight forwarders), Value Added Taxes (VAT), insurance and customs fees. Customer agrees to provide Boeing with copies of the invoice/billings for the above costs.

2. Letter Agreement XIA-PA-03757-LA-1207484 "Seller Purchased Equipment".

The following clarification and understanding are provided to inform Customer about establishment of equipment prices and changes in Boeing's process of administering SPE:

a. The following responsibilities expand those in subparagraph 2.1 of the letter agreement:

iv) Negotiation of pricing is Customer's responsibility. Boeing will not negotiate pricing for Customer's selections.

v) Customer negotiated pricing for miscellaneous emergency equipment and avionics must be separate from the Boeing purchase order process.

vi) Boeing will place the purchase orders at the Boeing catalog pricing. Customer and supplier(s) will settle the difference between their negotiated pricing and the catalog pricing after the aircraft delivery invoice is received, or as set forth in the agreed upon terms and conditions of the negotiation between Customer and supplier(s).

b. Notwithstanding the provisions of paragraph 6 entitled "Changes" in the letter agreement, Boeing and Customer wish to clarify the understanding of when changes may be made to SPE.

Generally after signing of the letter agreement, changes to SPE may be made until Initial Technical Coordination Meeting (ITCM), or equivalent time frame. After that time, changes to SPE may only be made by and between Boeing and the suppliers, as set forth in paragraph 6.

3. Letter Agreement XIA-PA-03757-LA-1207436 "Liquidated Damages - Non-Excusable Delay".

The following clarification and understanding is provided because Customer has very minimal Buyer Furnished Equipment (BFE):

Notwithstanding the provisions of the above noted Letter Agreement, Boeing and Customer wish to further clarify both parties obligations with regard to the disposition of BFE in the event of termination for a Non-Excusable Delay under paragraph 3 "Right of Termination" of the Letter Agreement.

Boeing may elect, by written notice to Customer within thirty (30) days, to purchase from Customer any BFE related to the Aircraft at the invoice prices paid, or contracted to be paid, by Customer. In the event Boeing does not elect to purchase the BFE, Boeing will promptly return the BFE provided by Customer back to the Customer, and will pay for all applicable shipping costs.

4. Exhibit B "Aircraft Delivery Requirements and Responsibilities".

a. Paragraph 1.1 Airworthiness and Registration Documents: Customer has expressed concerns regarding the lead times required for Customer to notify Boeing of registration number, SELCAL codes, etc.. To the extent possible, Boeing will provide reminders to Customer to provide such information, but it is ultimately Customer's responsibility to provide timely information in support of the contracted delivery month for the Aircraft.

b. Paragraph 1.2 Certificate of Sanitary Construction. Boeing will provide Certificate of Sanitary Construction to Customer at delivery of each Aircraft, unless Customer provides written notification that says otherwise.

c. Paragraph 5.5 Electronic Advance Passenger Information System (eAPIS). To the extent possible, Boeing will assist Customer in fulfilling the requirements described in this paragraph 5.5.

5. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

Very truly yours,

THE BOEING COMPANY

/s/ Millie Edmonds

By Millie Edmonds

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: August 8, 2012

XIAMEN AIRLINES

/s/ Che Shang Lun

By

Its

BOEING

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

XIA-PA-03757-LA-1207453

Xiamen Airlines
22 Dailiao Road
Xiamen, Fujian Province, 361006
People's Republic of China

Subject: Volume Agreement

Reference: Purchase Agreement No. PA-03757 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Xiamen Airlines (**Customer**) relating to Model 737-800 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Volume Agreement Option.

Boeing and Customer acknowledge that, in the future, Boeing may enter into a purchase agreement with *** , or its successor organization, for model 737-700, 737-800 or 737-900ER aircraft that may otherwise have included Customer's subject Aircraft (a "Volume Agreement"). If Boeing enters into a firm and unconditional Volume Agreement between the effective date of this Purchase Agreement and *** , or any mutually agreed extension of this date, Boeing will amend Letter Agreements XIA-PA-03757-LA-1207440 and XIA-PA-03757- LA-1207434, if needed, to ensure that Customer will not be disadvantaged on a *** , after adding up all the credit memoranda *** between this Purchase Agreement and the Volume Agreement. No other terms and conditions of the Volume Agreement will apply to this Purchase Agreement.

2. Confidential Treatment.

Boeing and Customer understand that certain information contained in this Letter Agreement is considered to be confidential. The parties agree that they will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of the other party, disclose this Letter Agreement or any information contained herein to any other person or entity except, (1) to those of their respective legal counsel, auditors, accountants, insurance brokers and other advisers who have a need to know the information for purposes of interpreting Customer's rights or interpreting or performing Customer's obligations under the Purchase Agreement, subject to such parties' written agreements that they will treat the information as confidential, (2) to a bank for the sole purpose of financing of the purchase of such Aircraft and subject to such bank's written agreement that it will treat the information as confidential, (3) as required by the rules of any stock market applicable to the parties on condition that the party wishing to make such disclosure shall first use reasonable efforts to seek relief from the risk of disclosure to competitors or others with whom either of the parties has business relations of information which might be detrimental to the interest of either of the parties, or (4) as may be required by applicable law.

Very truly yours,

THE BOEING COMPANY

	/s/ Millie Edmonds
By	Millie Edmonds
Its	Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: August 8, 2012

XIAMEN AIRLINES

	/s/ Che Shang Lun
By	
Its	

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

XIA-PA-03757-LA-1207481

Xiamen Airlines
22 Dailiao Road
Xiamen, Fujian Province, 361006
People’s Republic of China

Subject: Boeing Purchase of Buyer Furnished Equipment

Reference: Purchase Agreement No. PA-03757 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Xiamen Airlines (**Customer**) relating to Model 737-800 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Customer will sell to Boeing the Buyer Furnished Equipment (**BFE**) listed in the Annex to Exhibit A to this Letter Agreement under the terms and conditions set forth below.

1. Customer will deliver to Boeing a bill of sale for the BFE conveying good title, free of any encumbrances, in the form of Exhibit A to this Letter Agreement (**BFE Bill of Sale**) immediately prior to delivery of the Aircraft.

2. The BFE purchase price will be the amount stated on the BFE Bill of Sale applicable to the Aircraft and will be paid to Customer immediately after receipt by Boeing of the Aircraft Price balance and Aircraft delivery, at which time Boeing will deliver a bill of sale for the BFE to Customer at the time of payment in the form of Exhibit B to this Letter Agreement.

3. Customer will pay to Boeing the amount of any taxes, duties or other charges of whatever nature imposed by any United States, Federal, State or local taxing authority, or any taxing authority outside the United States required to be paid by Boeing as a result of any sale, purchase, use, ownership, delivery, transfer, storage or other activity associated with any of the BFE purchased as part of this Letter Agreement.

4. The purchase price of the Aircraft will be increased by the amount paid by Boeing for the BFE as shown on the applicable BFE Bill of Sale plus any amounts which are identified at the time of Aircraft delivery to be due to Boeing from Customer pursuant to the provisions of paragraph 3, above. The remainder of any charges due Boeing from Customer pursuant to paragraph 3 will be payable to Boeing upon demand.

5. Customer will indemnify and hold harmless Boeing from and against all claims, suits, actions, liabilities, damages, costs and expenses for any actual or alleged infringement of any patent issued or equivalent right under the laws of any country arising out of or in any way connected with any sale, purchase, use, ownership, delivery, transfer, storage or other activity associated with any of the BFE purchased as part of this Letter Agreement.

6. Customer will indemnify and hold harmless Boeing from and against all claims and liabilities, including costs and expenses (including attorneys' fees) incident thereto or incident to successfully establishing the right to indemnification, for injury to or death of any person or persons, including employees of Customer but not employees of Boeing, or for loss of or damage to any property, including any aircraft, arising out of or in any way connected with the performance by Boeing of services or other obligations under this Letter Agreement and whether or not arising in tort or occasioned in whole or in part by the negligence of Boeing.

7. Boeing makes no warranty other than warranty of such title to the BFE as has been transferred by Customer to Boeing pursuant to this Letter Agreement. The exclusion of liabilities and other provisions of the AGTA are applicable to this Letter Agreement.

8. For the purposes of this Letter Agreement, the term "Boeing" includes The Boeing Company, its divisions, subsidiaries, affiliates, the assignees of each, and their directors, officers, employees and agents.

Very truly yours,

THE BOEING COMPANY

/s/ Millie Edmonds

By Millie Edmonds

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: August 8, 2012

XIAMEN AIRLINES

/s/ Che Shang Lun

By

Its

Exhibit A

FULL WARRANTY BILL OF SALE

Xiamen Airlines (**Seller**) in consideration of the promise of The Boeing Company (**Buyer**) to pay to Seller ________________ U.S. Dollars ($ ______) hereby sells to Buyer the goods described in the Schedule of Equipment attached hereto (**BFE**). Such payment by Buyer will be made immediately after delivery to Seller of and payment for the Aircraft bearing Manufacturer's Serial No. ________ on which the BFE is installed.

Seller warrants to Buyer that it has good title to the BFE free and clear of all liens, encumbrances and rights of others; and that it will warrant and defend such title against all claims and demands whatsoever.

This Full Warranty Bill of Sale is delivered by Seller to Buyer in Seattle, Washington, and governed by the law of the State of Washington, U.S.A. EXCLUSIVE OF WASHINGTON'S CONFLICTS OF LAWS PRINCIPLES.

XIAMEN AIRLINES

By: ____

Date: ____

Receipt of this Full Warranty Bill of Sale is hereby acknowledged by Buyer by its duly authorized representative.

THE BOEING COMPANY

By: ____

SCHEDULE OF EQUIPMENT (BFE)
Applicable to
Model 737-800 Aircraft bearing
Manufacturer's Serial No. <MSN>
Document PED
Issued +
Revision of +

Exhibit B

BOEING BILL OF SALE

The Boeing Company (**Seller**) in consideration of the sum of $1.00 and other valuable consideration hereby sells to Xiamen Airlines (**Buyer**) the goods described in the Schedule of Equipment attached hereto (**BFE**).

Seller represents and warrants that it has such title to the BFE as was previously transferred to Seller by Buyer and that it hereby conveys such BFE and such title thereto to Buyer.

This Boeing Bill of Sale is delivered by Seller to Buyer in Seattle, Washington, and governed by the law of the State of Washington, U.S.A EXCLUSIVE OF WASHINGTON'S CONFLICTS OF LAWS PRINCIPLES.

THE BOEING COMPANY

By: ______________________________

Receipt of this Full Warranty Bill of Sale is hereby acknowledged by Buyer by its duly authorized representative.

XIAMEN AIRLINES

By: ______________________________

Date: ______________________________

SCHEDULE OF EQUIPMENT (BFE)
Applicable to
Model 737-800 Aircraft bearing
Manufacturer's Serial No. <MSN>
Document PED
Issued +
Revision of +

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

XIA-PA-03757-LA-1207482

Xiamen Airlines
22 Dailiao Road
Xiamen, Fujian Province, 361006
People's Republic of China

Subject: Loading of Customer Software

Reference: Purchase Agreement No. PA-03757 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Xiamen Airlines (**Customer**) relating to Model 737-800 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Customer may request Boeing to install software owned by or licensed to Customer (**Software**) in the following systems in the Aircraft: (i) aircraft communications addressing and reporting system (**ACARS**), (ii) digital flight data acquisition unit (**DFDAU**), (iii) flight management system (**FMS**), (iv) cabin management system (**CMS**), (v) engine indication and crew alerting system (**EICAS**), (vi) airplane information management system (**AIMS**), (vii) satellite communications system (**SATCOM**), and (viii) In-Flight Entertainment (**IFE**).

2. For all Software described in paragraph 1, above, other than Software to be installed in SATCOM and IFE, the Software is not part of the configuration of the Aircraft certified by the FAA and therefore cannot be installed prior to delivery. If requested by Customer, Boeing will install such Software after the transfer to Customer of title to the Aircraft, but before fly away.

3. The SATCOM Software is part of the configuration of the Aircraft and included in the type design. If requested by Customer, Boeing will install the SATCOM Software prior to transfer to Customer of title to the Aircraft.

4. For IFE Software, if requested by Customer, Boeing will make the Aircraft accessible to Customer and Customer's IFE Software supplier so that the supplier can install the Software after delivery of the Aircraft, but before fly away.

5. All Software which is installed by Boeing other than the SATCOM Software will be subject to the following conditions:

(i) Customer and Boeing agree that the Software is BFE for the purposes of Articles 3.1.3, 3.2, 3.4, 3.5, 3.10, 10 and 11 of Exhibit A, Buyer Furnished Equipment Provisions Document, to the AGTA and such articles apply to the installation of the Software.

(ii) Customer and Boeing further agree that the installation of the Software is a service under Exhibit B, Customer Support Document, to the AGTA.

(iii) Boeing makes no warranty as to the performance of such installation and Article 11 of Part 2 of Exhibit C of the AGTA, Disclaimer and Release; Exclusion of Liabilities and Article 8.2, Insurance, of the AGTA apply to the installation of the Software.

Very truly yours,

THE BOEING COMPANY

/s/ Millie Edmonds

By Millie Edmonds

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: August 8, 2012

XIAMEN AIRLINES

/s/ Che Shang Lun

By

Its

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

XIA-PA-03757-LA-1207483

Xiamen Airlines
22 Dailiao Road
Xiamen, Fujian Province, 361006
People's Republic of China

Subject: Promotional Support – Follow On Aircraft

Reference: Purchase Agreement No. PA-03757 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Xiamen Airlines (**Customer**) relating to Model 737-800 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Boeing and Customer wish to enter into an agreement for promotional programs in support of the entry into service of the Aircraft as more specifically provided below.

1. Definitions.

1.1 **Commitment Limit** shall have the meaning set forth in Article 2, below.

1.2 **Covered Aircraft** shall mean those Aircraft identified on Table 1 to the Purchase Agreement as of the date of signing of this Letter Agreement.

1.3 **Performance Period** shall commence as of the signing date of this Letter Agreement and will terminate *** years from the date the first Covered Aircraft is delivered to Customer.

1.4 **Promotional Support** shall mean mutually agreed marketing and promotion programs that promote the entry into service of the Covered Aircraft such as marketing research, tourism development, corporate identity, direct marketing, videotape or still photography, planning, design and production of collateral materials, management of promotion programs, advertising campaigns or such other marketing and promotional activities as the parties may mutually agree.

1.5 **Qualifying Third Party Fees** shall mean fees paid by Customer to third party providers for Promotional Support provided to Customer during the Performance Period.

2. Commitment.

2.1 As more particularly set forth in this Letter Agreement, Boeing agrees to provide Promotional Support to Customer during the Performance Period in a value not to exceed *** per Covered Aircraft.

2.2 Notwithstanding anything seemingly to the contrary in this Letter Agreement or in the Purchase Agreement, the terms and conditions set forth in this Letter Agreement shall not become effective unless and until (i) any and all Purchase Agreement contingencies have been removed and (ii) the Purchase Agreement has become a contractually binding agreement between the parties.

3. Methods of Performance.

3.1 Subject to the Commitment Limit, Boeing will reimburse Customer's payments of Qualifying Third Party Fees provided that Customer provides Boeing copies of paid invoices for such Qualifying Third Party Fees no later than *** months after the delivery of the first Covered Aircraft.

3.2 Notwithstanding the above, at Customer's request and subject to a mutually agreed project, Boeing will provide certain Promotional Support during the Performance Period directly to Customer. The full value of such Boeing provided Promotional Support will be accounted for as part of the Commitment Limit and will correspondingly reduce the amount of Qualifying Third Party Fees that are subject to reimbursement pursuant to Article 3.1 above.

3.3 In the event Customer does not (i) utilize the full amount of the Commitment Limit within the Performance Period or (ii) submit its paid invoices for Qualifying Third Party Fees within the required time, as set forth in Article 3.1, Boeing shall have no further obligation to Customer for such unused Commitment Limit or to reimburse Customer for such Qualifying Third Party Fees, respectively.

4. Project Approval.

Following the execution of this Letter Agreement, a Boeing Airline Marketing Services representative will meet with Customer's designated representative to review and approve the extent, selection, scheduling, and funds disbursement process for the Promotional Support to be provided pursuant to this Letter Agreement.

5. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

6. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

Very truly yours,

THE BOEING COMPANY

/s/ Millie Edmonds

By Millie Edmonds

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: August 8, 2012

XIAMEN AIRLINES

By /s/ Che Shang Lun

Its

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

XIA-PA-03757-LA-1207484

Xiamen Airlines
22 Dailiao Road
Xiamen, Fujian Province, 361006
People's Republic of China

Subject: Seller Purchased Equipment

Reference: Purchase Agreement No. PA-03757 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Xiamen Airlines (**Customer**) relating to Model 737-800 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Definition of Terms:

Seller Purchased Equipment (**SPE**) is BFE that Boeing purchases for Customer and that is identified as SPE in the Detail Specification for the Aircraft.

1. Price.

1.1 Advance Payments. An estimated SPE price is included in the Advance Payment Base Prices shown in Table 1 for the purpose of establishing the advance payments for the Aircraft.

1.2 Aircraft Price. The Aircraft Price will be adjusted to reflect the actual costs charged to Boeing by the SPE suppliers and transportation charges.

2. Customer Responsibilities.

Customer is responsible for:

(i) selecting the SPE suppliers from a list provided by Boeing for the commodities identified on such list and notifying Boeing of the SPE suppliers in accordance with the supplier selection date(s) as set forth in Attachment A of this Letter Agreement;

(ii) for in-flight entertainment and cabin communications systems (**IFE/CCS**), participate with Boeing in meetings with such suppliers to ensure that suppliers' functional system specifications meet Customer's and Boeing's respective requirements;

(iii) for emergency/miscellaneous equipment, providing to Boeing the selected part specification/Customer requirements. Standard supplier pricing, product support, warranty, spares, training and any additional support defined by Customer will be a direct pass through to Customer at time of Aircraft delivery;

(iv) for seats, galleys, galley inserts, and IFE/CCS, negotiating price directly with the suppliers, and entering into direct agreements with the suppliers for product support including spares support, warranty, training and any additional support defined by the Customer. Customer shall provide suppliers' pricing to Boeing and shall obtain suppliers' agreement to accept Boeing's purchase orders reflecting the Customer negotiated pricing.

3. Boeing Responsibilities.

Boeing is responsible for:

(i) placing and managing the purchase orders with the suppliers;

(ii) coordinating with the suppliers on technical issues;

(iii) for seats, galleys, galley inserts and IFE/CCS confirming the agreed to pricing with both the Customer and supplier;

(iv) for IFE/CCS providing Aircraft interface requirements to suppliers and assisting suppliers in the development of their IFE/CCS system specifications and approving such specifications;

(v) ensuring that the delivered SPE complies with the part specification;

(vi) obtaining certification of the Aircraft with the SPE installed;

(vii) for miscellaneous/emergency equipment, obtaining standard supplier pricing, and obtaining for Customer copies of product support, warranty, spares, training, and any additional support documentation defined by the Customer which shall be provided to Customer prior to delivery of the Aircraft.

4. Supplier Selection For SPE Galleys and Seats.

4.1 In addition to those responsibilities described above, for SPE galleys and seats the following provisions apply with respect to Customer's selection of suppliers:

4.1.1 Galley Requirements. Customer will provide Boeing the definitive galley configuration requirements, including identification of refrigeration requirements and fixed and removable insert equipment by quantity, manufacturer and part number not later than January 5, 2015.

4.1.2 Seat Requirements. Customer will provide to Boeing the definitive seat configuration requirements not later than October 27, 2014.

4.1.3 Bidder's List. For information purposes, Boeing will submit to Customer a bidder's list of existing suppliers of seats and galleys one hundred twenty (120) days prior to the supplier selection date(s) referred to in paragraph 2 (i) above.

4.1.4 Request for Quotation (**RFQ**). Approximately ninety (90) days prior to the supplier selection date(s), Boeing will issue its RFQ inviting potential bidders to submit bids for the galleys and seats within thirty (30) days of the selection date.

4.1.5 Recommended Bidders. Not later than fifteen (15) days prior to the supplier selection date(s), Boeing will submit to Customer a list of recommended bidders from which to choose a supplier for the galleys and seats. The recommendation is based on an evaluation of the bids submitted using price, weight, warranty and schedule as the criteria.

4.1.6 Supplier Selection. If Customer selects a seat or galley supplier that is not on the Boeing recommended list, such seat or galley will become BFE and the provisions of Exhibit A, Buyer Furnished Equipment Provisions Document, of the AGTA will apply.

5. IFE/CCS Software.

IFE/CCS may contain software of the following two types:

5.1 Systems Software. The software required to operate and certify the IFE/CCS systems on the Aircraft is the Systems Software and is part of the IFE/CCS.

5.2 Customer's Software. The software accessible to the Aircraft passengers which controls Customer's specified optional features is Customer's Software and is not part of the IFE/CCS.

5.2.1 Customer is solely responsible for specifying Customer's Software functional and performance requirements and ensuring that Customer's Software meets such requirements. Customer and Customer's Software supplier will have total responsibility for the writing, certification, modification, revision, or correction of any of Customer's Software. Customer shall be responsible for and assumes all liability with respect to Customer's Software.

5.2.2 The omission of any Customer's Software or the lack of any functionality of Customer's Software will not be a valid condition for Customer's rejection of the Aircraft at the time of Aircraft delivery.

5.2.3 Boeing has no obligation to approve any documentation to support Customer's Software certification. Boeing will only review and operate Customer's Software if in Boeing's reasonable opinion such review and operation is necessary to certify the IFE/CCS system on the Aircraft.

5.2.4 Boeing shall not be responsible for obtaining FAA certification for Customer's Software.

6. Changes.

After Customer's acceptance of this Letter Agreement, any changes to SPE may only be made by and between Boeing and the SPE suppliers. Customer requested changes to the SPE after execution of this Letter Agreement shall be made by Customer in writing directly to Boeing for approval and for coordination by Boeing with the SPE supplier. Any such change to the configuration of the Aircraft shall be subject to price and offerability through Boeing's master change or other process for amendment of the Purchase Agreement.

7. Proprietary Rights.

Boeing's obligation to purchase SPE will not impose upon Boeing any obligation to compensate Customer or any supplier for any proprietary rights Customer may have in the design of the SPE.

8. Remedies.

If Customer's nonperformance of its obligations in this Letter Agreement causes a delay in the delivery of the Aircraft or causes Boeing to perform out-of-sequence or additional work, Customer will reimburse Boeing for all resulting expenses and be deemed to have agreed to any such delay in Aircraft delivery. In addition, Boeing will have the right to:

8.1 delay delivery of the Aircraft;

8.2 deliver the Aircraft without installing the SPE;

8.3 provide and install suitable alternate equipment and invoice Customer for the associated cost; and/or

8.4 increase the Aircraft Price by the amount of Boeing's additional costs attributable to such noncompliance.

9. Title and Risk of Loss.

Title and risk of loss of the SPE will remain with Boeing until the Aircraft is delivered to Customer.

10. Customer's Indemnification of Boeing.

Customer will indemnify and hold harmless Boeing from and against all claims and liabilities, including costs and expenses (including attorneys' fees) incident thereto or incident to successfully establishing the right to indemnification, for injury to or death of any person or persons, including employees of Customer but not employees of Boeing, or for loss of or damage to any property, including Aircraft, arising out of or in any way connected with any nonconformance or defect in any SPE and whether or not arising in tort or occasioned in whole or in part by the negligence of Boeing. This indemnity will not apply with respect to any nonconformance or defect caused solely by Boeing's installation of the SPE.

11. Definition.

For purposes of the above indemnity, the term Boeing includes The Boeing Company, its divisions, subsidiaries and affiliates, the assignees of each, and their directors, officers, employees and agents.

Very truly yours,

THE BOEING COMPANY

/s/ Millie Edmonds
By Millie Edmonds
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: August 8, 2012

XIAMEN AIRLINES

By /s/ Che Shang Lun

Its

Attachment A

1. Supplier Selection.

Customer will select and notify Boeing of the suppliers and part numbers of the following SPE items by the following dates:

Galley System	March 2, 2015
Galley Inserts	March 2, 2015
Seats (passenger)	January 2, 2015
Overhead & Audio System	May 1, 2015
In-Seat Video System	January 2, 2015
Miscellaneous Emergency Equipment	March 2, 2015
Cargo Handling Systems* *(Single Aisle Programs only)*	May 1, 2015

*For a new certification, supplier requires notification ten (10) months prior to Cargo Handling System on-dock date.

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

XIA-PA-03757-LA-1208905

Xiamen Airlines
22 Dailiao Road
Xaimen, Fujian Province, 361006
People's Republic of China

Subject: Right to Purchase Additional Aircraft

Reference: Purchase Agreement No. PA-03757 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Xiamen Airlines (**Customer**) relating to Model 737-800 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Right to Purchase Incremental Aircraft.

Subject to the terms and conditions contained herein, in addition to the Aircraft described in Table 1 to the Purchase Agreement as of the date of execution of this Letter Agreement, Customer will have the right to purchase (**Purchase Right**) ten (10) additional Boeing Model 737-800 aircraft as purchase right aircraft (**Purchase Right Aircraft**).

2. Delivery.

The Purchase Right Aircraft are offered subject to available position for delivery during the period July 2, 2014 through June 30, 2019 (**Delivery Period**).

3. Configuration.

3.1Subject to the provisions of Article 3.2, below, the configuration for the Purchase Right Aircraft will be the Detail Specification for Model 737-800 aircraft at the revision level in effect at the time of the Notice of Exercise. Such Detail Specification will be revised to include (i) changes applicable to such Detail Specification that are developed by Boeing between the date of the Notice of Exercise (as defined below) and the signing of the Definitive Agreement (as defined below), (ii) changes required to obtain required regulatory certificates, and (iii) other changes as mutually agreed.

3.2Boeing reserves the right to configure the Purchase Right Aircraft starting from a different configuration specification, provided that it can achieve the same configuration which would result pursuant to the provisions of Article 3.1.

4. Price.

4.1 The Airframe Price, Engine Price, if applicable, Optional Features Prices, and Aircraft Basic Price for the Purchase Right Aircraft will be determined in accordance with the provisions of the Purchase Agreement using Boeing's then current prices as of the date of execution of the Definitive Agreement

4.2 The Airframe Price, Engine Price, if applicable, Optional Features Prices, and Aircraft Basic Price for each of the Purchase Right Aircraft ***.

5. Payment.

At Definitive Agreement, advance payments will be payable as set forth in paragraph 1 of Letter Agreement XIA-PA-03757-LA-1207433. The remainder of the Aircraft Price for each Purchase Right Aircraft will be paid at the time of delivery. The Advance Payment Base Price used to determine the advance payment amounts will be developed in accordance with the terms of the Purchase Agreement and determined at the time of Definitive Agreement.

6. Notice of Exercise and Payment of Deposit.

6.1 Customer may exercise a Purchase Right by giving written notice to Boeing on or before the first day of the month *** months prior to the desired delivery month within the Delivery Period, specifying the desired month(s) of delivery within the Delivery Period (**Notice of Exercise**). Such Notice of Exercise shall be accompanied by payment, by electronic transfer to the account specified below, of Boeing's then standard proposal deposit for model 737-800 aircraft (**Deposit**) for each Purchase Right Aircraft subject to the Notice of Exercise. The Deposit will be applied against the first advance payment due for each such Purchase Right Aircraft.

JPMorgan Chase Bank
SWIFT No. CHASUS33
ABA No. 021000021
Bank Account No. 9101012764

At the time of its receipt of each Notice of Exercise and related Deposit(s), Boeing will advise Customer as to the availability of the delivery month(s) requested.

6.2 If Boeing must make production decisions which would affect the delivery of any or all Purchase Right Aircraft during the Delivery Period, Boeing shall provide written notification to Customer and the Delivery Period shall be adjusted accordingly. If the new Delivery Period begins *** months or less from the date of Boeing's notification, Customer shall have *** days from the date of Boeing's notification in which to submit its Notice of Exercise and Deposit for any eligible delivery month(s) that is *** months or less from Boeing's notification. Upon receipt, Boeing will advise Customer as to the availability of the delivery month(s) requested.

7. Definitive Agreement.

Following Customer's exercise of a Purchase Right in accordance with the terms and conditions stated herein and Boeing's identification of an available delivery position acceptable to Customer, the parties will sign a definitive agreement for the purchase of such Purchase Right Aircraft (**Definitive Agreement**) within thirty (30) calendar days of such exercise (**Purchase Right Exercise**). The Definitive Agreement will include the provisions then (**Purchase Right Exercise**). The Definitive Agreement will include the provisions then contained in the Purchase Agreement as modified to reflect the provisions of this Letter Agreement and any additional mutually agreed terms and conditions.

8. General Expiration of Rights.

Each Purchase Right shall expire at the time of execution of the Definitive Agreement for the applicable Purchase Right Aircraft, or, if no such Definitive Agreement is executed, on June 2, 2017.

9. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

10. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

Very truly yours,

THE BOEING COMPANY

/s/ Millie Edmonds
By Millie Edmonds
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: August 8, 2012

XIAMEN AIRLINES

/s/ Che Shang Lun
By
Its

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

XIA-PA-03757-LA-1208937

Xiamen Airlines
22 Dailiao Road
Xiamen, Fujian Province, 361006
People's Republic of China

Subject: Open Configuration Matters

Reference: Purchase Agreement No. PA-03757 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Xiamen Airlines (**Customer**) relating to Model 737-800 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Aircraft Configuration.

1.1 Initial Configuration. The initial configuration of Customer's Model 737-85C Aircraft has been defined by Detail Specification D019A001XIA38P-3 as described in Article 1 and Exhibit A of the Purchase Agreement. Final configuration of the Aircraft will be completed as described in this Letter Agreement.

1.2 Final Configuration Schedule. Customer and Boeing hereby agree to complete the configuration of the Aircraft using the then-current Boeing configuration documentation (**Final Configuration**) in accordance with the following schedule:

1.2.1 No later than twenty four (24) months prior to the first Aircraft's scheduled delivery month, Boeing and Customer will discuss potential optional features.

1.2.2 Within sixty (60) days after that meeting, Boeing will provide Customer with a proposal for those optional features that can be incorporated into the Aircraft during production.

1.2.3 Customer will then have sixty (60) days to accept or reject the optional features.

2. Amendment of the Purchase Agreement. Within thirty (30) calendar days following Final Configuration, Boeing and Customer will execute a written amendment to the Purchase Agreement which will reflect the following:

2.1 Changes applicable to the basic Model 737 aircraft which are developed by Boeing between the date of signing of the Purchase Agreement and date of Final Configuration.

2.2 Incorporation into Exhibit A of the Purchase Agreement, by written amendment, those optional features which have been agreed to by Customer and Boeing pursuant to Article 1.2 above (**Customer Configuration Changes**);

2.3 Revisions to the Performance Guarantees to reflect the effects, if any, on Aircraft performance resulting from the incorporation of the Customer Configuration Changes;

2.4 Changes to the Optional Features Prices, Aircraft Basic Price and Advance Payment Base Price of the Aircraft to adjust for the difference, if any, between the prices estimated in Table 1 of the Purchase Agreement for optional features reflected in the Aircraft Basic Price and the actual prices of the optional features reflected in the Customer Configuration Changes; and

2.5 Changes to the Advance Payment Base Price of the Aircraft to adjust for the difference between the estimated amount included in Table 1 of the Purchase Agreement for Seller Purchased Equipment (SPE) and the price of the SPE reflected in the Customer Configuration Changes.

3. Other Letter Agreements.

Boeing and Customer acknowledge that as the definition of the Aircraft progresses, there may be a need to execute letter agreements addressing one or more of the following subjects:

3.1 Software. Additional provisions relating to software.

3.2 Seller Purchased Equipment (SPE) and/or Buyer Furnished Equipment (BFE). Provisions relating to the terms under which Boeing may offer or install SPE and/or BFE in the Aircraft.

Very truly yours,

THE BOEING COMPANY

/s/ Millie Edmonds
By Millie Edmonds
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: August 8, 2012

XIAMEN AIRLINES

/s/ Che Shang Lun
By
Its

A330-300 AIRCRAFT PURCHASE AGREEMENT

BETWEEN

AIRBUS S.A.S

(the "Seller")

AND

CHINA SOUTHERN AIRLINES COMPANY LIMITED

(the "Buyer")

AND

CHINA SOUTHERN AIRLINES GROUP IMPORT AND EXPORT TRADING CORP., LTD.

(the "Consenting Party")

Buyer's reference: 11SIES2015FR

Seller's reference: CT1102624

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

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*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

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B	AIRFRAME PRICE REVISION FORMULA
C1	GENERAL ELECTRIC PRICE REVISION FORMULA
C2	PRATT AND WHITNEY PRICE REVISION FORMULA
C3	ROLLS ROYCE PRICE REVISION FORMULA

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

PURCHASE AGREEMENT

This A330 family aircraft purchase agreement (the "**Agreement**") is made as of _____________________, 2012

Among:

AIRBUS S.A.S., a *société par actions simplifiée,* created and existing under French law having its registered office at 1 Rond-Point Maurice Bellonte, 31707 Blagnac-Cedex, France and registered with the Toulouse *Registre du Commerce* under number RCS Toulouse 383 474 814, (the "**Seller**"),

and

CHINA SOUTHERN AIRLINES COMPANY LIMITED, a company organised under the laws of the People's Republic of China having its principal place of business at Bai Yun Airport, Guangzhou 510405, People's Republic of China, (the "**Buyer**"),

and

CHINA SOUTHERN AIRLINES GROUP IMPORT AND EXPORT TRADING CORP., LTD., formerly known as CHINA SOUTHERN AIRLINES (GROUP) IMPORT AND EXPORT TRADING CORPORATION, having its principal office at Bai Yun Airport, Guangzhou 510405, People's Republic of China (the "**Consenting Party**").

The Seller and the Buyer and the Consenting Party are referred to together as the "**Parties**" and each a "**Party**".

WHEREAS

A. The Seller and the Buyer, with the consent of the Consenting Party, have signed an aircraft general terms agreement reference CT0803291 dated February 2nd, 2010 (the "**AGTA**") which constitutes an integral part of this Agreement.

B. Subject to the terms and conditions of this Agreement and of the AGTA, the Seller desires to sell the Aircraft to the Buyer and the Buyer desires to purchase the Aircraft from the Seller.

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

NOW THEREFORE IT IS AGREED AS FOLLOWS:

0 SUPPLEMENTARY DEFINITIONS

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

0.2 Capitalised words and terms used in this Agreement which are not defined herein shall have the meaning assigned thereto in the AGTA.

A330-300 Airframe	means the A330-300 Aircraft excluding the A330-300 Propulsion Systems.
A330-300 Aircraft	means an Airbus A330-300 model aircraft including the A330-300 Airframe, the applicable Propulsion Systems, and any part, component, furnishing or equipment installed on the A330-300 Aircraft on Delivery under the terms and conditions of this Agreement and the AGTA.
A330-300 Specification	means either (a) the A330-300 Standard Specification if no SCNs are applicable or (b) if SCNs are issued, the A330-300 Standard Specification as amended by all applicable SCNs and MSCNs.
A330-300 Standard Specification	means the A330-300 standard specification document number ***, a copy of which has been annexed hereto as Appendix A, with the following design weights: MTOW: *** MLW: *** MZFW: ***
Airframe Base Price	means the A330-300 Airframe Base Price set forth in Clause 3.1
Aircraft	means any or all of the A330-300 Aircraft.
Base Delivery Condition Year	***
Base Price	means the sum of the applicable Airframe Base Price and the applicable Propulsion Systems Base Price.
Daily Liquidated Damages Amount	as specified in Clause 6.
PEP Revision Service Period	as specified in Clause 8.2.
Propulsion Systems	

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

Base Price	as specified in Clause 3.2
Propulsion Systems Manufacturer	means the manufacturer of the selected Propulsion Systems
Propulsion Systems Reference Price	as specified in Clause 3.2
Revision Service Period	as specified in Clause 8.1.
USD or **US Dollar**	means United States Dollar

0.3 Clause headings and the index are inserted for convenience of reference only and shall be ignored in the interpretation of this Agreement

0.4 In this Agreement unless the context otherwise requires:

(a) references to Clauses, Schedules, Appendices, and Exhibits are to be construed as references to the Clauses, Schedules, Appendices, and Exhibits to this Agreement and references to this Agreement include its Clauses, Schedules, Exhibits and Appendices.

(b) words importing the plural shall include the singular and vice versa; and

(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.

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

1 QUANTITY

The Seller shall sell and deliver and the Buyer shall buy and take delivery of ten (10) A330-300 Aircraft on the Delivery Date at the Delivery Location upon the terms and conditions contained in this Agreement.

2 AIRCRAFT DEFINITION

2.1 Aircraft Standard Specification Definition

The A330-300 Aircraft shall be manufactured in accordance with the A330-300 Specification.

2.2 Propulsion Systems

2.2.1 The A330-300 Airframe shall be equipped with a set of two (2):

(i) General Electric CF6-80E1A4 engines, or

(ii) Pratt & Whitney 4170 engines, or

(iii) Rolls Royce Trent 772B engines

(each, upon selection by the Buyer, being referred to as the "**Propulsion Systems**").

2.2.2 The Buyer shall notify the Seller in writing of its selection of Propulsion Systems type for the Aircraft by no later than *** months prior to the Scheduled Delivery Month of the first Aircraft based on the Aircraft delivery schedule set forth in Clause 4 herein. Such selection shall be incorporated in the applicable Aircraft Specification by signature of a Specification Change Notice. If the Buyer does not select its Propulsion Systems type as agreed herein, in addition to its other rights and remedies, the Seller will have the right to defer the Scheduled Delivery Months of any or all of the Aircraft.

***

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

3 BASE PRICES

With respect to the Aircraft, Clause 3.1 and Clause 4.1 of the AGTA shall apply.

3.1 Airframe Base Price

The A330-300 Airframe Base Price is the sum of:

(i) the base price of the standard A330-300 Airframe as defined in the A330-300 Standard Specification excluding Buyer Furnished Equipment, which is:

*** and

(ii) the budgetary sum of the base prices of the A330-300 Specification Change Notices (SCNs) , which is:

***

The Airframe Base Price is expressed in United States Dollars (USD) at *** delivery conditions. It is subject to adjustment up to the Aircraft Delivery Date in accordance with the Airframe Price Revision Formula set out in Appendix B.

3.2 Propulsion Systems Base Price

3.2.1 General Electric

The Base Price of a set of two (2) General Electric CF6-80E1A4 Propulsion Systems, including nacelles and thrust reversers, is:

***

This Base Price has been established in accordance with the delivery conditions prevailing in *** and has been calculated from the Propulsion Systems Reference Price as defined in Appendix C1.

3.2.2 Pratt and Whitney

The Base Price of a set of two (2) PRATT & WHITNEY PW4170 Propulsion Systems, including nacelles and thrust reversers, is:

***

This Base Price has been established in accordance with the delivery conditions prevailing in *** and has been calculated from the Propulsion Systems Reference Price as defined in Appendix C2.

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

3.2.3 Rolls-Royce

The Base Price of a set of two (2) Rolls-Royce Trent 772B Propulsion Systems, including nacelles and thrust reversers, is:

***

This Base Price has been established in accordance with the delivery conditions prevailing in *** and has been calculated from the Propulsion Systems Reference Price as defined in Appendix C3.

3.3 Base Price of the Aircraft

The Base Price of the Aircraft is the sum of the Airframe Base Price and the General Electric International Propulsion Systems Base Price until the Buyer notifies the Seller of its Propulsion Systems selection. After such notification, the Base Price of the Aircraft shall be the sum of the Airframe Base Price and the selected Propulsion Systems Base Price.

4 <u>DELIVERY SCHEDULE</u>

4.1 Subject to Clauses 2, 7, 8, 10 and 18 of the AGTA, the Seller shall have the Aircraft Ready for Delivery at the Delivery Location within the following months:

Aircraft N°1	***
Aircraft N°2	***
Aircraft N°3	***
Aircraft N°4	***
Aircraft N°5	***
Aircraft N°6	***
Aircraft N°7	***
Aircraft N°8	***
Aircraft N°9	***
Aircraft N°10	***

Each such month shall be, with respect to the corresponding Aircraft, the “**Scheduled Delivery Month**”.

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

5 PAYMENTS

5.1 With respect to Clause 5.3.1 of the AGTA, the Predelivery Payment Reference Price is determined by the following formula:

***

5.2 With respect to Clause 5.3.2 of the AGTA, the Predelivery Payments shall be made in accordance with the following schedule:

***

In the event of the above schedule resulting in any Predelivery Payment falling due prior to the date of signature of this Agreement, such Predelivery Payment(s) shall be made upon signature of this Agreement.

***

5.3 With respect to Clause 5.3.5 of the AGTA, the Seller shall be entitled to request Predelivery Payments for each SCN executed after signature of this Agreement:

***

6 LIQUIDATED DAMAGES

In the event of a Non-Excusable Delay as defined in Clause 11 of the AGTA, ***

The amount of such liquidated damages shall *** in respect of any one Aircraft.

The Buyer and the Seller agree that payment by the Seller of the amounts due pursuant to this Clause shall be considered to be liquidated damages and have been calculated to compensate the Buyer for its entire damages for all losses of any kind due to Non-Excusable Delay. The Seller shall not in any circumstances have any liability whatsoever for Non-Excusable Delay other than as set forth in this Clause and in Clause 11 of the AGTA.

7 WARRANTIES AND SERVICE LIFE POLICY

7.1 With respect to Clause 12.1.3 of the AGTA, the Warranty Period shall be ***.

7.2 With respect to Clause 12.2.2 of the AGTA, if a Failure occurs in an Item before the Aircraft in which such Item has been originally installed has completed *** then the Seller shall comply with the undertakings defined in such Clause 12.2.2.

7.3 With respect to Clause 12.2.3 of the AGTA, ***

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

7.4 Waiver, Release and Renunciation

THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF THE SELLER (AS DEFINED BELOW FOR THE PURPOSES OF THIS CLAUSE) AND REMEDIES OF THE BUYER SET FORTH IN CLAUSE 12 AND CLAUSE 14 OF THE AGTA ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND THE BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF THE SELLER AND RIGHTS, CLAIMS AND REMEDIES OF THE BUYER AGAINST THE SELLER, EXPRESS OR IMPLIED, ARISING BY LAW, CONTRACT OR OTHERWISE, WITH RESPECT TO ANY NON-CONFORMITY OR DEFECT OF ANY KIND, IN ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY, PART, SOFTWARE, DATA OR SERVICES DELIVERED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO:

A. ANY WARRANTY AGAINST HIDDEN DEFECTS;

B. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS;

C. ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OR TRADE;

D. ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY, WHETHER IN CONTRACT OR IN TORT, WHETHER OR NOT ARISING FROM THE SELLER'S NEGLIGENCE, ACTUAL OR IMPUTED; AND

E. ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY, PART, SOFTWARE, DATA OR SERVICES DELIVERED UNDER THIS AGREEMENT, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY OTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES,

PROVIDED THAT IN THE EVENT THAT ANY OF THE AFORESAID PROVISIONS SHOULD FOR ANY REASON BE HELD UNLAWFUL OR OTHERWISE INEFFECTIVE THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

FOR THE PURPOSES OF THIS CLAUSE, THE "SELLER" SHALL BE UNDERSTOOD TO INCLUDE THE SELLER, ITS AFFILIATES AND ANY OF ITS SUPPLIERS AND SUBCONTRACTORS.

8 TECHNICAL DATA

8.1 Pursuant to Clause 14 of the AGTA, Technical Data shall be supplied in accordance with Exhibit G of the AGTA *** (the "**Revision Service Period**").

8.2 Pursuant to Clause 14.13.3 of the AGTA, the license to use the Performance Engineer Program (the "**PEP**") and the revision service shall be provided *** (the "**PEP Revision Service Period**").

8.3 With respect to Clause 14.7 of the AGTA, upon request by the Buyer, the Seller shall provide up to *** of Technical Data familiarization training at the Seller's or the Buyer's facilities.

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If such training is conducted at the Buyer's facilities, the Seller will bear the costs for all travel and living expenses of the representatives of the Seller conducting such training.

9 SELLER REPRESENTATIVE SERVICES

Pursuant to Clause 15 of the AGTA, the Seller Representative allocation provided to the Buyer is defined hereunder.

9.1 The Seller shall provide to the Buyer a total of *** of Seller Representative Services per Aircraft at the Buyer's main base or at other locations to be mutually agreed.

9.2 For the sake of clarification, such Seller Representatives' services shall include initial Aircraft Entry Into Service assistance, sustaining support services and spares representatives.

9.3 The number of the Seller Representatives assigned to the Buyer at any one time shall be mutually agreed, but shall at no time exceed *** Seller Representatives.

10 NEGOTIATED AGREEMENT

The Buyer and the Seller specifically recognize that this Agreement incorporating the terms of the AGTA is an international supply contract which has been the subject of discussion and negotiation, that all its terms and conditions are fully understood by the Buyer and the Seller, and that the Specification and price of the Aircraft specified in this Agreement and the other mutual agreements of the Buyer and the Seller set forth herein and in the AGTA were agreed upon after careful consideration by the Buyer using its judgment as a professional operator and by the Seller using its judgment as an aircraft manufacturer and arrived at in consideration of, inter alia, all the provisions hereof specifically including all waivers, releases and renunciations by the Buyer set out herein and in the AGTA.

The Buyer and the Seller hereby also agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this transaction.

11 APPLICABILITY

This Agreement incorporates the terms and conditions of the AGTA.

This Agreement and the AGTA contain the entire agreement between the Buyer and the Seller with respect to the subject matter hereof and supersede all previous proposals, understandings, commitments or representations whatsoever, oral or written, and may be changed only by mutual agreement in writing signed by authorized representatives of the Buyer and the Seller.

With respect to the Aircraft, the AGTA shall be deemed amended and supplemented to the extent herein provided and as so amended and supplemented shall remain in full force and effect.

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

If there is any inconsistency between the AGTA and this Agreement, the latter shall prevail to the extent of such inconsistency.

12 CONFIDENTIALITY

The Parties agree that the terms and conditions of Clause 22.12 of the AGTA shall apply mutatis mutandis to this Agreement.

13 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

The Parties may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under the AGTA or the Agreement without the consent of any person who is not a party to the AGTA and the Agreement.

14 LAW AND JURISDICTION

14.1 This Agreement and the AGTA shall be governed by and construed in accordance with the laws of England.

14.2 Any dispute, controversy or claim arising out of or in connection with this Agreement and/or the AGTA, including any question regarding their existence, validity or termination ("**Dispute**") shall be referred to and finally resolved in accordance with the following procedure.

The Parties shall first attempt in good faith to resolve the Dispute by negotiation, in which case, one party shall give notice to the other of the Dispute ("**Notice of Dispute**"). Such Notice of Dispute shall include a summary of the subject of the Dispute and the arguments upon which that party relies.

Any Dispute not resolved by negotiation within thirty (30) calendar days following receipt of the Notice of Dispute by the other party shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("**ICC**") (the "**Rules**"), which Rules are deemed to be incorporated by reference into this Agreement and the AGTA.

Arbitration shall be in the English language and be administered by the International Court of Arbitration of the ICC pursuant to the Rules. The number of arbitrators shall be three (3). The place of arbitration shall be London, United Kingdom. The decision of the arbitral tribunal shall be final and binding on the Parties.

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

15 **COUNTERPARTS**

This Agreement has been executed in three (3) original copies which are in English and may be executed in 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.

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

Agreed and Accepted

For and on behalf of:

CHINA SOUTHERN AIRLINES COMPANY LIMITED

Name: ______________________

Title: ______________________

Signature: ___________________

Agreed and Accepted

For and on behalf of:

AIRBUS S.A.S.

John Leahy

Chief Operating Officer - Customers

Signature: _____________________

Witnessed and acknowledged,

For and on behalf of

CHINA SOUTHERN AIRLINES GROUP IMPORT AND EXPORT TRADING CORP., LTD.

Name: ______________________

Title: ______________________

Signature: __________________

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

A330-300 STANDARD SPECIFICATION

The A330-300 Standard Specification is contained in a separate folder.

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

APPENDIX B

AIRFRAME PRICE REVISION FORMULA

1 BASE PRICE

The Airframe Base Price quoted in Clause 3.1 of the Agreement is 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

The Airframe Base Price has been established in accordance with ***

3 INDEXES

Labor Index: ***

Material Index: ***

4 REVISION FORMULA

***

5 GENERAL PROVISIONS

***

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

<u>PROPULSION SYSTEMS PRICE REVISION FORMULA</u>
GENERAL ELECTRIC

1 REFERENCE PRICE OF THE PROPULSION SYSTEMS

The Reference Price of a set of two (2) GENERAL ELECTRIC CF6-80E1A4 Propulsion Systems is:

***

This Reference Price is subject to adjustment for changes in economic conditions as measured by data obtained from the US Department of Labor, Bureau of Labor Statistics and in accordance with the provisions of Clauses 4 and 5 of this Appendix C1.

2 REFERENCE PERIOD

The above Reference Price has been established in accordance with *** as defined by GENERAL ELECTRIC by ***

3 INDEXES

<u>Labor Index</u>: ***

<u>Material Index</u> : ***

4 REVISION FORMULA

***

5 GENERAL PROVISIONS

***

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

PROPULSION SYSTEMS PRICE REVISION FORMULA
PRATT AND WHITNEY

1 REFERENCE PRICE OF THE PROPULSION SYSTEMS

The Reference Price for a set of two (2) PRATT & WHITNEY PW4170 Propulsion Systems is:

***

This Reference Price is subject to adjustment for changes in economic conditions as measured by data obtained from the US Department of Labor, Bureau of Labor Statistics, and in accordance with the provisions of Clauses 4 and 5 of this Appendix C2.

2 REFERENCE PERIOD

The above Reference Price has been established in accordance with ***, as defined according to PRATT & WHITNEY by ***.

3 INDEXES

Labor Index: ***

Material Index: ***

4 REVISION FORMULA

***

5 GENERAL PROVISIONS

***

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

<u>PROPULSION SYSTEMS PRICE REVISION FORMULA</u>
ROLLS ROYCE

1 REFERENCE PRICE OF THE PROPULSION SYSTEMS

The Reference Price of a set of two (2) ROLLS ROYCE RB 211 TRENT 772B Propulsion Systems is:

***

This Reference Price is subject to adjustment for changes in economic conditions as measured by data obtained from the US Department of Labor, Bureau of Labor Statistics and in accordance with the provisions of this Appendix C3.

2 REFERENCE PERIOD

The above Reference Price has been established in accordance with ***, as defined according to ROLLS ROYCE, by ***.

3 INDEXES

<u>Labor Index</u>: ***

<u>Material Index:</u> ***

<u>Energy Index:</u> ***

4 REVISION FORMULA

***

5 GENERAL PROVISIONS

***

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

LETTER AGREEMENTS AND SIDE LETTERS

TO THE

A330-300 AIRCRAFT PURCHASE AGREEMENT

BETWEEN

AIRBUS S.A.S.

AND

CHINA SOUTHERN AIRLINES COMPANY LIMITED

AND

CHINA SOUTHERN AIRLINES GROUP
IMPORT AND EXPORT TRADING CORP., LTD.

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

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*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

LETTER AGREEMENT N° 1

CHINA SOUTHERN AIRLINES COMPANY LIMITED
Bai Yun Airport,
Guangzhou 510405
People's Republic of China

Subject : ***

CHINA SOUTHERN AIRLINES COMPANY LIMITED (the "**Buyer**"), AIRBUS S.A.S. (the "**Seller**") and CHINA SOUTHERN AIRLINES GROUP IMPORT AND EXPORT TRADING CORP., LTD. (the "**Consenting Party**") have entered into an aircraft general terms agreement dated February 2nd, 2010 (the "**AGTA**") and an A330-300 aircraft purchase agreement (the "**Purchase Agreement**") dated as of even date herewith which cover the manufacture and the sale by the Seller and the purchase by the Buyer of the Aircraft.

Capitalized terms used herein and not otherwise defined in this Letter Agreement shall have the meanings assigned thereto in the AGTA or in the Purchase Agreement.

The Parties agree that this Letter Agreement, upon execution thereof, shall constitute an integral, nonseverable part of said Purchase Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Letter Agreement.

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

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

***

8. Assignment

The terms and conditions of Clause 21.1 of the AGTA shall apply mutatis mutandis to this Letter Agreement.

9. Confidentiality

The terms and conditions of Clause 22.12 of the AGTA shall apply mutatis mutandis to this Letter Agreement.

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

LETTER AGREEMENT N° 1

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

Agreed and Accepted	Agreed and Accepted
For and on behalf of:	For and on behalf of:
CHINA SOUTHERN AIRLINES COMPANY LIMITED	**AIRBUS S.A.S.**
Name: ______________________	John LEAHY
Title: ______________________	Chief Operating Officer – Customers
Signature: ___________________	Signature: _____________________

Witnessed and acknowledged,

For and on behalf of

CHINA SOUTHERN AIRLINES GROUP
IMPORT AND EXPORT TRADING CORP., LTD.

Name: ______________________

Title: ______________________

Signature: __________________

___________________________, 2012

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

LETTER AGREEMENT N° 2

CHINA SOUTHERN AIRLINES COMPANY LIMITED
Bai Yun Airport,
Guangzhou 510405
People's Republic of China

Subject : ***

CHINA SOUTHERN AIRLINES COMPANY LIMITED (the "**Buyer**"), AIRBUS S.A.S. (the "**Seller**") and CHINA SOUTHERN AIRLINES GROUP IMPORT AND EXPORT TRADING CORP., LTD. (the "**Consenting Party**") have entered into an aircraft general terms agreement dated February 2nd, 2010 (the "**AGTA**") and an A330-300 aircraft purchase agreement (the "**Purchase Agreement**") dated as of even date herewith which cover the manufacture and the sale by the Seller and the purchase by the Buyer of the Aircraft.

Capitalized terms used herein and not otherwise defined in this Letter Agreement shall have the meanings assigned thereto in the AGTA or in the Purchase Agreement.

The Parties agree that this Letter Agreement, upon execution thereof, shall constitute an integral, nonseverable part of said Purchase Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Letter Agreement.

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

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

***

2. Assignment

The terms and conditions of Clause 21.1 of the AGTA shall apply mutatis mutandis to this Letter Agreement.

3. Confidentiality

The terms and conditions of Clause 22.12 of the AGTA shall apply mutatis mutandis to this Letter Agreement.

**** This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

LETTER AGREEMENT N° 2

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

Agreed and Accepted	Agreed and Accepted
For and on behalf of:	For and on behalf of:
CHINA SOUTHERN AIRLINES COMPANY LIMITED	**AIRBUS S.A.S.**
Name: ______________________	John LEAHY
Title:	Chief Operating Officer – Customers
Signature: ___________________	Signature: _____________________

Witnessed and acknowledged,

For and on behalf of

CHINA SOUTHERN AIRLINES GROUP
IMPORT AND EXPORT TRADING CORP., LTD.

Name: ______________________

Title: ______________________

Signature: __________________

___________________________, 2012

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

LETTER AGREEMENT N° 3

CHINA SOUTHERN AIRLINES COMPANY LIMITED
Bai Yun Airport,
Guangzhou 510405
People's Republic of China

Subject : ***

CHINA SOUTHERN AIRLINES COMPANY LIMITED (the "**Buyer**"), AIRBUS S.A.S. (the "**Seller**") and CHINA SOUTHERN AIRLINES GROUP IMPORT AND EXPORT TRADING CORP., LTD. (the "**Consenting Party**") have entered into an aircraft general terms agreement dated February 2nd, 2010 (the "**AGTA**") and an A330-300 aircraft purchase agreement (the "**Purchase Agreement**") dated as of even date herewith which cover the manufacture and the sale by the Seller and the purchase by the Buyer of the Aircraft.

Capitalized terms used herein and not otherwise defined in this Letter Agreement shall have the meanings assigned thereto in the AGTA or in the Purchase Agreement.

The Parties agree that this Letter Agreement, upon execution thereof, shall constitute an integral, nonseverable part of said Purchase Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Letter Agreement.

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

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

***

2. Assignment

The terms and conditions of Clause 21.1 of the AGTA shall apply mutatis mutandis to this Letter Agreement.

3. Confidentiality

The terms and conditions of Clause 22.12 of the AGTA shall apply mutatis mutandis to this Letter Agreement.

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

LETTER AGREEMENT N° 3

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

Agreed and Accepted	Agreed and Accepted
For and on behalf of:	For and on behalf of:
CHINA SOUTHERN AIRLINES COMPANY LIMITED	**AIRBUS S.A.S.**
Name: ______________________	John LEAHY
Title:	Chief Operating Officer - Customers
Signature: ___________________	Signature: _____________________

Witnessed and acknowledged,

For and on behalf of

CHINA SOUTHERN AIRLINES GROUP IMPORT AND EXPORT TRADING CORP., LTD.

Name: ______________________

Title: ______________________

Signature: __________________

___________________________, 2012

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

<u>LETTER AGREEMENT N° 4</u>

CHINA SOUTHERN AIRLINES COMPANY LIMITED
Bai Yun Airport,
Guangzhou 510405
People's Republic of China

<u>Subject : *</u>**

CHINA SOUTHERN AIRLINES COMPANY LIMITED (the "**Buyer**"), AIRBUS S.A.S. (the "**Seller**") and CHINA SOUTHERN AIRLINES GROUP IMPORT AND EXPORT TRADING CORP., LTD. (the "**Consenting Party**") have entered into an aircraft general terms agreement dated February 2nd, 2010 (the "**AGTA**") and an A330-300 aircraft purchase agreement (the "**Purchase Agreement**") dated as of even date herewith which cover the manufacture and the sale by the Seller and the purchase by the Buyer of the Aircraft.

Capitalized terms used herein and not otherwise defined in this Letter Agreement shall have the meanings assigned thereto in the AGTA or in the Purchase Agreement.

The Parties agree that this Letter Agreement, upon execution thereof, shall constitute an integral, nonseverable part of said Purchase Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Letter Agreement.

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

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

***

6 Assignment

The terms and conditions of Clause 21.1 of the AGTA shall apply mutatis mutandis to this Letter Agreement.

7 Confidentiality

The terms and conditions of Clause 22.12 of the AGTA shall apply mutatis mutandis to this Letter Agreement.

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

LETTER AGREEMENT N° 4

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

Agreed and Accepted	Agreed and Accepted
For and on behalf of:	For and on behalf of:
CHINA SOUTHERN AIRLINES COMPANY LIMITED	**AIRBUS S.A.S.**
Name: ______________________	John LEAHY
Title:	Chief Operating Officer - Customers
Signature: ___________________	Signature: _____________________

Witnessed and acknowledged,

For and on behalf of

CHINA SOUTHERN AIRLINES GROUP
IMPORT AND EXPORT TRADING CORP., LTD.

Name: ______________________

Title: ______________________

Signature: __________________

___________________________, 2012

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

<u>LETTER AGREEMENT N° 5</u>

CHINA SOUTHERN AIRLINES COMPANY LIMITED
Bai Yun Airport,
Guangzhou 510405
People's Republic of China

<u>Subject : Performance guarantees</u>

CHINA SOUTHERN AIRLINES COMPANY LIMITED (the "**Buyer**"), AIRBUS S.A.S. (the "**Seller**") and CHINA SOUTHERN AIRLINES GROUP IMPORT AND EXPORT TRADING CORP., LTD. (the "**Consenting Party**") have entered into an aircraft general terms agreement dated February 2nd, 2010 (the "**AGTA**") and an A330-300 aircraft purchase agreement (the "**Purchase Agreement**") dated as of even date herewith which cover the manufacture and the sale by the Seller and the purchase by the Buyer of the Aircraft.

Capitalized terms used herein and not otherwise defined in this Letter Agreement shall have the meanings assigned thereto in the AGTA or in the Purchase Agreement.

The Parties agree that this Letter Agreement, upon execution thereof, shall constitute an integral, nonseverable part of said Purchase Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Letter Agreement.

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

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

LETTER AGREEMENT N° 5

1 Performance guarantees

The guarantees applicable to the Aircraft are attached in the following appendixes hereto:

Appendix	Weight Variant (MTOW / MLW / MZFW)	Propulsion Systems
1	***	General Electric CF6-80E1A4
2	***	Pratt & Whitney 4170
3	***	Rolls Royce Trent 772B
4	***	General Electric CF6-80E1A4
5	***	Pratt & Whitney 4170
6	***	Rolls Royce Trent 772B

2 Assignment

The terms and conditions of Clause 21.1 of the AGTA shall apply mutatis mutandis to this Letter Agreement.

3 Confidentiality

The terms and conditions of Clause 22.12 of the AGTA shall apply mutatis mutandis to this Letter Agreement.

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

LETTER AGREEMENT N° 5

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

Agreed and Accepted	Agreed and Accepted
For and on behalf of:	For and on behalf of:
CHINA SOUTHERN AIRLINES COMPANY LIMITED	**AIRBUS S.A.S.**
Name: ______________________	John LEAHY
Title:	Chief Operating Officer - Customers
Signature: ___________________	Signature: _____________________

Witnessed and acknowledged,

For and on behalf of

CHINA SOUTHERN AIRLINES GROUP

IMPORT AND EXPORT TRADING CORP., LTD.

Name: ______________________

Title: ______________________

Signature: __________________

___________________________, 2012

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

1. AIRCRAFT CONFIGURATION

The guarantees defined below (the "**Guarantees**") are applicable to the A330-300 aircraft (the "**Aircraft**" for the purpose of this Appendix 1) as described in the Technical Specification ***, as amended by the Specification Change Notices for:

(i) installation of GENERAL ELECTRIC CF6-80E1A4 engines; and

(ii) ***

without taking into account any further changes thereto as provided in the Purchase Agreement (the "**Specification**" for the purpose of this Appendix 1).

2. GUARANTEED PERFORMANCE

2.1 Speed

Level flight speed at an Aircraft gross weight of *** at a pressure altitude of *** using a thrust not exceeding maximum cruise thrust shall be not less than the guaranteed Mach number value of: ***

2.2 Specific Range

The average nautical miles per kilogram of fuel (Average SR) at the weights and altitudes defined below in *** conditions at a true Mach number of ***

Weight	Pressure Altitude
***	***

shall be not less than a guaranteed value of : Average SR = ***.

2.3 Take-off

JAR take-off field length at an Aircraft gross weight of *** at the start of ground run at sea level pressure altitude in *** conditions shall be not more than a guaranteed value of : ***

2.4 Second Segment Climb

The Aircraft shall meet JAR regulations for one engine inoperative climb after take-off, undercarriage retracted, at a weight corresponding to the stated weight at the start of ground run at the altitude and temperature and in the configuration of flap angle and safety speed required to comply with the performance guaranteed in Clause 2.3

2.5 Landing Field Length

JAR certified dry landing field length at an Aircraft gross weight of *** at sea level pressure altitude shall be not more than a guaranteed value of : ***

2.6 En-route One Engine Inoperative

The Aircraft shall meet JAR regulations minimum en-route climb gradient (1.1%), with one engine inoperative and the other one operating at the maximum continuous thrust available at that altitude, with air conditioning on, with anti-icing off, at an Aircraft gross weight of *** in cruise configuration, in *** conditions at a pressure altitude of a guaranteed value of not less than: ***

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

3. MANUFACTURER'S WEIGHT EMPTY

The Seller guarantees a Manufacturer's Weight Empty of ***

This Manufacturer's Weight Empty is defined in Section 13-10.00.00 of the Specification as defined in Clause 1 above, and is subject to adjustment as defined in Clause 6.

4. GUARANTEE CONDITIONS

4.1. The performance certification requirements for the Aircraft, except where otherwise stated, will be as stated in Section 02 of the Specification.

4.2. For the determination of JAR take-off and landing performance a hard level dry runway surface with no runway strength limitations, no line-up allowance, no obstacles, zero wind, atmosphere according to ISA, except as otherwise stated and the use of speedbrakes, flaps, landing gear and engines in the conditions liable to provide the best results will be assumed.

4.2.1. When establishing take-off and second segment performance no air will be bled from the engines for cabin air conditioning or anti-icing.

4.2.2. When establishing en-route one engine inoperative climb performance the air conditioning bleed shall be on but no air will be bled from the engines for anti-icing.

4.3. Climb, cruise and descent performance associated with the Guarantees will include allowances for normal electrical load and for normal engine air bleed and power extraction associated with maximum cabin differential pressure as defined in Section 21-30.31 of the Specification. Cabin air conditioning management during performance demonstration as described in Clause 5.3 may be such as to optimize the Aircraft performance while meeting the minimum air conditioning requirements defined above. Unless otherwise stated no air will be bled from the engines for anti-icing.
Cruise performance at *** and above is based on a centre of gravity position of ***.

4.4. The engines will be operated using not more than the engine manufacturer's maximum recommended outputs for take-off, maximum go-round, maximum continuous, maximum climb and cruise for normal operation unless otherwise stated.

4.5. Where applicable the Guarantees assume the use of an approved fuel having a density of *** and a lower heating value of ***.

5. GUARANTEE COMPLIANCE

5.1. Compliance with the Guarantees shall be demonstrated using operating procedures and limitations in accordance with those defined by the certifying Airworthiness Authority and by the Seller unless otherwise stated.

5.2. Compliance with the take-off, second segment, en-route one engine inoperative and landing elements of the Guarantees will be demonstrated with reference to the approved Flight Manual.

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

5.3. Compliance with those parts of the guarantees defined in Clause 2 not covered by the requirements of the certifying Airworthiness Authority shall be demonstrated by calculation based on data obtained during flight tests conducted on one (or more, at the Seller's discretion) A330-300 aircraft of the same aerodynamic configuration as those Aircraft purchased by the Buyer and incorporated in the In-Flight Performance Program and data bases appropriate to the Aircraft..

5.4. Compliance with the Manufacturer's Weight Empty guarantee defined in Clause 3 shall be demonstrated with reference to a weight compliance report.

5.5. Data derived from tests will be adjusted as required using conventional methods of correction, interpolation or extrapolation in accordance with established aeronautical practices to show compliance with the Guarantees.

5.6. Compliance with the Guarantees is not contingent on engine performance defined in the engine manufacturer's specification.

5.7. The Seller undertakes to furnish the Buyer with a report or reports demonstrating compliance with the Guarantees at, or as soon as possible after, the delivery of each of the Buyer's A330-300 Aircraft

6. ADJUSTMENT OF GUARANTEES

6.1. If any change to any law, governmental regulation or requirement or interpretation thereof by any governmental agency (a "**Rule Change**" is made subsequent to the date of the Purchase Agreement and such Rule Change affects the Aircraft configuration and/or performance required to obtain certification, then the Guarantees shall be appropriately modified to reflect the effect of any such Rule Change.

6.2. The Guarantees apply to the Aircraft as described in Clause 1 and may be adjusted in the event of :

(i) any further configuration change which is the subject of a SCN

(ii) any variation in actual weights of items defined in Section 13-10 of the Specification

7. EXCLUSIVE GUARANTEES

The Guarantees are exclusive and are provided in lieu of any and all other performance and weight guarantees of any nature which may be stated, referenced or incorporated in the Specification or any other document.

8. ***

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

1. AIRCRAFT CONFIGURATION

The guarantees defined below (the "**Guarantees**") are applicable to the A330-300 aircraft (the "**Aircraft**" for the purpose of this Appendix 2) as described in the Technical Specification ***, as amended by the Specification Change Notices for:

(i) installation of PRATT & WHITNEY PW 4170 engines; and

(ii) ***

without taking into account any further changes thereto as provided in the Purchase Agreement (the "**Specification**" for the purpose of this Appendix 2).

2. GUARANTEED PERFORMANCE

2.1 Speed

Level flight speed at an Aircraft gross weight of *** at a pressure altitude of *** using a thrust not exceeding maximum cruise thrust shall be not less than the guaranteed Mach number value of: ***

2.2 Specific Range

The average nautical miles per kilogram of fuel (Average SR) at the weights and altitudes defined below in *** conditions at a true Mach number of ***

Weight	Pressure Altitude
***	***

shall be not less than a guaranteed value of : Average SR = ***

2.3 Take-off

JAR take-off field length at an Aircraft gross weight of *** at the start of ground run at sea level pressure altitude *** conditions shall be not more than a guaranteed value of : ***

2.4 Second Segment Climb

The Aircraft shall meet JAR regulations for one engine inoperative climb after take-off, undercarriage retracted, at a weight corresponding to the stated weight at the start of ground run at the altitude and temperature and in the configuration of flap angle and safety speed required to comply with the performance guaranteed in Clause 2.3

2.5 Landing Field Length

JAR certified dry landing field length at an Aircraft gross weight of *** at sea level pressure altitude shall be not more than a guaranteed value of : ***

2.6 En-route One Engine Inoperative

The Aircraft shall meet JAR regulations minimum en-route climb gradient (1.1%), with one engine inoperative and the other one operating at the maximum continuous thrust available at that altitude, with air conditioning on, with anti-icing off, at an Aircraft gross weight of *** in cruise configuration, in *** conditions at a pressure altitude of a guaranteed value of not less than: ***.

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

3. MANUFACTURER'S WEIGHT EMPTY

The Seller guarantees a Manufacturer's Weight Empty of ***

This Manufacturer's Weight Empty is defined in Section 13-10.00.00 of the Specification as defined in Clause 1 above, and is subject to adjustment as defined in Clause 6.

4. GUARANTEE CONDITIONS

4.1. The performance certification requirements for the Aircraft, except where otherwise stated, will be as stated in Section 02 of the Specification.

4.2. For the determination of JAR take-off and landing performance a hard level dry runway surface with no runway strength limitations, no line-up allowance, no obstacles, zero wind, atmosphere according to ISA, except as otherwise stated and the use of speedbrakes, flaps, landing gear and engines in the conditions liable to provide the best results will be assumed.

4.2.1. When establishing take-off and second segment performance no air will be bled from the engines for cabin air conditioning or anti-icing.

4.2.2. When establishing en-route one engine inoperative climb performance the air conditioning bleed shall be on but no air will be bled from the engines for anti-icing.

4.3. Climb, cruise and descent performance associated with the Guarantees will include allowances for normal electrical load and for normal engine air bleed and power extraction associated with maximum cabin differential pressure as defined in Section 21-30.31 of the Specification. Cabin air conditioning management during performance demonstration as described in Clause 5.3 may be such as to optimize the Aircraft performance while meeting the minimum air conditioning requirements defined above. Unless otherwise stated no air will be bled from the engines for anti-icing.
Cruise performance at *** and above is based on a centre of gravity position of ***.

4.4. The engines will be operated using not more than the engine manufacturer's maximum recommended outputs for take-off, maximum go-round, maximum continuous, maximum climb and cruise for normal operation unless otherwise stated.

4.5. Where applicable the Guarantees assume the use of an approved fuel having a density of *** and a lower heating value of ***.

5. GUARANTEE COMPLIANCE

5.1. Compliance with the Guarantees shall be demonstrated using operating procedures and limitations in accordance with those defined by the certifying Airworthiness Authority and by the Seller unless otherwise stated.

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

5.2. Compliance with the take-off, second segment, en-route one engine inoperative and landing elements of the Guarantees will be demonstrated with reference to the approved Flight Manual.

5.3. Compliance with those parts of the guarantees defined in Clause 2 not covered by the requirements of the certifying Airworthiness Authority shall be demonstrated by calculation based on data obtained during flight tests conducted on one (or more, at the Seller's discretion) A330-300 aircraft of the same aerodynamic configuration as those Aircraft purchased by the Buyer and incorporated in the In-Flight Performance Program and data bases appropriate to the Aircraft..

5.4. Compliance with the Manufacturer's Weight Empty guarantee defined in Clause 3 shall be demonstrated with reference to a weight compliance report.

5.5. Data derived from tests will be adjusted as required using conventional methods of correction, interpolation or extrapolation in accordance with established aeronautical practices to show compliance with the Guarantees.

5.6. Compliance with the Guarantees is not contingent on engine performance defined in the engine manufacturer's specification.

5.7. The Seller undertakes to furnish the Buyer with a report or reports demonstrating compliance with the Guarantees at, or as soon as possible after, the delivery of each of the Buyer's A330-300 Aircraft

6. ADJUSTMENT OF GUARANTEES

6.1. If any change to any law, governmental regulation or requirement or interpretation thereof by any governmental agency (a "**Rule Change**" is made subsequent to the date of the Purchase Agreement and such Rule Change affects the Aircraft configuration and/or performance required to obtain certification, then the Guarantees shall be appropriately modified to reflect the effect of any such Rule Change.

6.2. The Guarantees apply to the Aircraft as described in Clause 1 and may be adjusted in the event of :

(i) any further configuration change which is the subject of a SCN

(ii) any variation in actual weights of items defined in Section 13-10 of the Specification

7. EXCLUSIVE GUARANTEES

The Guarantees are exclusive and are provided in lieu of any and all other performance and weight guarantees of any nature which may be stated, referenced or incorporated in the Specification or any other document.

8. ***

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

1. AIRCRAFT CONFIGURATION

The guarantees defined below (the "**Guarantees**") are applicable to the A330-300 aircraft (the "**Aircraft**" for the purpose of this Appendix 3) as described in the Technical Specification ***, as amended by the Specification Change Notices for:

(i) installation of ROLLS ROYCE TRENT 772B engines

(ii) ***

without taking into account any further changes thereto as provided in the Purchase Agreement (the "**Specification**" for the purpose of this Appendix 3).

2. GUARANTEED PERFORMANCE

2.1 Speed

Level flight speed at an Aircraft gross weight of *** at a pressure altitude of *** using a thrust not exceeding maximum cruise thrust shall be not less than the guaranteed Mach number value of: ***

2.2 Specific Range

The average nautical miles per kilogram of fuel (Average SR) at the weights and altitudes defined below in *** conditions at a true Mach number of ***

Weight	Pressure Altitude
***	***

shall be not less than a guaranteed value of : Average SR = ***

2.3 Take-off

JAR take-off field length at an Aircraft gross weight of *** at the start of ground run at sea level pressure altitude in *** conditions shall be not more than a guaranteed value of : ***

2.4 Second Segment Climb

The Aircraft shall meet JAR regulations for one engine inoperative climb after take-off, undercarriage retracted, at a weight corresponding to the stated weight at the start of ground run at the altitude and temperature and in the configuration of flap angle and safety speed required to comply with the performance guaranteed in Clause 2.3

2.5 Landing Field Length

JAR certified dry landing field length at an Aircraft gross weight of *** at sea level pressure altitude shall be not more than a guaranteed value of : ***

2.6 En-route One Engine Inoperative

The Aircraft shall meet JAR regulations minimum en-route climb gradient (1.1%), with one engine inoperative and the other one operating at the maximum continuous thrust available at that altitude, with air conditioning on, with anti-icing off, at an Aircraft gross weight of *** in cruise configuration, in *** conditions at a pressure altitude of a guaranteed value of not less than: ***

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

3. MANUFACTURER'S WEIGHT EMPTY

The Seller guarantees a Manufacturer's Weight Empty of ***

This Manufacturer's Weight Empty is defined in Section 13-10.00.00 of the Specification as defined in Clause 1 above, and is subject to adjustment as defined in Clause 6.

4. GUARANTEE CONDITIONS

4.1. The performance certification requirements for the Aircraft, except where otherwise stated, will be as stated in Section 02 of the Specification.

4.2. For the determination of JAR take-off and landing performance a hard level dry runway surface with no runway strength limitations, no line-up allowance, no obstacles, zero wind, atmosphere according to ISA, except as otherwise stated and the use of speedbrakes, flaps, landing gear and engines in the conditions liable to provide the best results will be assumed.

4.2.1. When establishing take-off and second segment performance no air will be bled from the engines for cabin air conditioning or anti-icing.

4.2.2. When establishing en-route one engine inoperative climb performance the air conditioning bleed shall be on but no air will be bled from the engines for anti-icing.

4.3. Climb, cruise and descent performance associated with the Guarantees will include allowances for normal electrical load and for normal engine air bleed and power extraction associated with maximum cabin differential pressure as defined in Section 21-30.31 of the Specification. Cabin air conditioning management during performance demonstration as described in Clause 5.3 may be such as to optimize the Aircraft performance while meeting the minimum air conditioning requirements defined above. Unless otherwise stated no air will be bled from the engines for anti-icing.
Cruise performance at *** and above is based on a centre of gravity position of ***.

4.4. The engines will be operated using not more than the engine manufacturer's maximum recommended outputs for take-off, maximum go-round, maximum continuous, maximum climb and cruise for normal operation unless otherwise stated.

4.5. Where applicable the Guarantees assume the use of an approved fuel having a density of *** and a lower heating value of ***.

5. GUARANTEE COMPLIANCE

5.1. Compliance with the Guarantees shall be demonstrated using operating procedures and limitations in accordance with those defined by the certifying Airworthiness Authority and by the Seller unless otherwise stated.

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

5.2. Compliance with the take-off, second segment, en-route one engine inoperative and landing elements of the Guarantees will be demonstrated with reference to the approved Flight Manual.

5.3. Compliance with those parts of the guarantees defined in Clause 2 not covered by the requirements of the certifying Airworthiness Authority shall be demonstrated by calculation based on data obtained during flight tests conducted on one (or more, at the Seller's discretion) A330-300 aircraft of the same aerodynamic configuration as those Aircraft purchased by the Buyer and incorporated in the In-Flight Performance Program and data bases appropriate to the Aircraft..

5.4. Compliance with the Manufacturer's Weight Empty guarantee defined in Clause 3 shall be demonstrated with reference to a weight compliance report.

5.5. Data derived from tests will be adjusted as required using conventional methods of correction, interpolation or extrapolation in accordance with established aeronautical practices to show compliance with the Guarantees.

5.6. Compliance with the Guarantees is not contingent on engine performance defined in the engine manufacturer's specification.

5.7. The Seller undertakes to furnish the Buyer with a report or reports demonstrating compliance with the Guarantees at, or as soon as possible after, the delivery of each of the Buyer's A330-300 Aircraft

6. ADJUSTMENT OF GUARANTEES

6.1. If any change to any law, governmental regulation or requirement or interpretation thereof by any governmental agency (a "**Rule Change**" is made subsequent to the date of the Purchase Agreement and such Rule Change affects the Aircraft configuration and/or performance required to obtain certification, then the Guarantees shall be appropriately modified to reflect the effect of any such Rule Change.

6.2. The Guarantees apply to the Aircraft as described in Clause 1 and may be adjusted in the event of :

(i) any further configuration change which is the subject of a SCN

(ii) any variation in actual weights of items defined in Section 13-10 of the Specification

7. EXCLUSIVE GUARANTEES

The Guarantees are exclusive and are provided in lieu of any and all other performance and weight guarantees of any nature which may be stated, referenced or incorporated in the Specification or any other document.

8. ***

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

1. AIRCRAFT CONFIGURATION

The guarantees defined below (the "**Guarantees**") are applicable to the A330-300 aircraft (the "**Aircraft**" for the purpose of this Appendix 4) as described in the Technical Specification ***, as amended by the Specification Change Notices for:

(i) installation of GENERAL ELECTRIC CF6-80E1A4 engines; and

(ii) ***

without taking into account any further changes thereto as provided in the Purchase Agreement (the "**Specification**" for the purpose of this Appendix 4).

2. GUARANTEED PERFORMANCE

2.1 Speed

Level flight speed at an Aircraft gross weight of *** at a pressure altitude of *** using a thrust not exceeding maximum cruise thrust shall be not less than the guaranteed Mach number value of: ***

2.2 Specific Range

The average nautical miles per kilogram of fuel (Average SR) at the weights and altitudes defined below in *** conditions at a true Mach number of ***

Weight	Pressure Altitude
***	***

shall be not less than a guaranteed value of : Average SR = ***

2.3 Take-off

JAR take-off field length at an Aircraft gross weight of *** at the start of ground run at sea level pressure altitude in *** conditions shall be not more than a guaranteed value of : ***

2.4 Second Segment Climb

The Aircraft shall meet JAR regulations for one engine inoperative climb after take-off, undercarriage retracted, at a weight corresponding to the stated weight at the start of ground run at the altitude and temperature and in the configuration of flap angle and safety speed required to comply with the performance guaranteed in Clause 2.3

2.5 Landing Field Length

JAR certified dry landing field length at an Aircraft gross weight of *** at sea level pressure altitude shall be not more than a guaranteed value of : ***

2.6 En-route One Engine Inoperative

The Aircraft shall meet JAR regulations minimum en-route climb gradient (1.1%), with one engine inoperative and the other one operating at the maximum continuous thrust available at that altitude, with air conditioning on, with anti-icing off, at an Aircraft gross weight of *** in cruise configuration, in *** conditions at a pressure altitude of a guaranteed value of not less than: ***

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

3. MANUFACTURER'S WEIGHT EMPTY

The Seller guarantees a Manufacturer's Weight Empty of ***

This Manufacturer's Weight Empty is defined in Section 13-10.00.00 of the Specification as defined in Clause 1 above, and is subject to adjustment as defined in Clause 6.

4. GUARANTEE CONDITIONS

4.1. The performance certification requirements for the Aircraft, except where otherwise stated, will be as stated in Section 02 of the Specification.

4.2. For the determination of JAR take-off and landing performance a hard level dry runway surface with no runway strength limitations, no line-up allowance, no obstacles, zero wind, atmosphere according to ISA, except as otherwise stated and the use of speedbrakes, flaps, landing gear and engines in the conditions liable to provide the best results will be assumed.

4.2.1. When establishing take-off and second segment performance no air will be bled from the engines for cabin air conditioning or anti-icing.

4.2.2. When establishing en-route one engine inoperative climb performance the air conditioning bleed shall be on but no air will be bled from the engines for anti-icing.

4.3. Climb, cruise and descent performance associated with the Guarantees will include allowances for normal electrical load and for normal engine air bleed and power extraction associated with maximum cabin differential pressure as defined in Section 21-30.31 of the Specification. Cabin air conditioning management during performance demonstration as described in Clause 5.3 may be such as to optimize the Aircraft performance while meeting the minimum air conditioning requirements defined above. Unless otherwise stated no air will be bled from the engines for anti-icing.
Cruise performance at *** and above is based on a centre of gravity position of ***.

4.4. The engines will be operated using not more than the engine manufacturer's maximum recommended outputs for take-off, maximum go-round, maximum continuous, maximum climb and cruise for normal operation unless otherwise stated.

4.5. Where applicable the Guarantees assume the use of an approved fuel having a density of *** and a lower heating value of ***.

5. GUARANTEE COMPLIANCE

5.1. Compliance with the Guarantees shall be demonstrated using operating procedures and limitations in accordance with those defined by the certifying Airworthiness Authority and by the Seller unless otherwise stated.

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

5.2. Compliance with the take-off, second segment, en-route one engine inoperative and landing elements of the Guarantees will be demonstrated with reference to the approved Flight Manual.

5.3. Compliance with those parts of the guarantees defined in Clause 2 not covered by the requirements of the certifying Airworthiness Authority shall be demonstrated by calculation based on data obtained during flight tests conducted on one (or more, at the Seller's discretion) A330-300 aircraft of the same aerodynamic configuration as those Aircraft purchased by the Buyer and incorporated in the In-Flight Performance Program and data bases appropriate to the Aircraft..

5.4. Compliance with the Manufacturer's Weight Empty guarantee defined in Clause 3 shall be demonstrated with reference to a weight compliance report.

5.5. Data derived from tests will be adjusted as required using conventional methods of correction, interpolation or extrapolation in accordance with established aeronautical practices to show compliance with the Guarantees.

5.6. Compliance with the Guarantees is not contingent on engine performance defined in the engine manufacturer's specification.

5.7. The Seller undertakes to furnish the Buyer with a report or reports demonstrating compliance with the Guarantees at, or as soon as possible after, the delivery of each of the Buyer's A330-300 Aircraft

6. ADJUSTMENT OF GUARANTEES

6.1. If any change to any law, governmental regulation or requirement or interpretation thereof by any governmental agency (a "**Rule Change**" is made subsequent to the date of the Purchase Agreement and such Rule Change affects the Aircraft configuration and/or performance required to obtain certification, then the Guarantees shall be appropriately modified to reflect the effect of any such Rule Change.

6.2. The Guarantees apply to the Aircraft as described in Clause 1 and may be adjusted in the event of :

(i) any further configuration change which is the subject of a SCN

(ii) any variation in actual weights of items defined in Section 13-10 of the Specification

7. EXCLUSIVE GUARANTEES

The Guarantees are exclusive and are provided in lieu of any and all other performance and weight guarantees of any nature which may be stated, referenced or incorporated in the Specification or any other document.

8. ***

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

1. AIRCRAFT CONFIGURATION

The guarantees defined below (the "**Guarantees**") are applicable to the A330-300 aircraft (the "**Aircraft**" for the purpose of this Appendix 5) as described in the Technical Specification ***, as amended by the Specification Change Notices for:

(i) installation of PRATT & WHITNEY PW 4170 engines; and

(ii) ***

without taking into account any further changes thereto as provided in the Purchase Agreement (the "**Specification**" for the purpose of this Appendix 5).

2. GUARANTEED PERFORMANCE

2.1 Speed

Level flight speed at an Aircraft gross weight of *** at a pressure altitude of *** using a thrust not exceeding maximum cruise thrust shall be not less than the guaranteed Mach number value of: ***

2.2 Specific Range

The average nautical miles per kilogram of fuel (Average SR) at the weights and altitudes defined below in *** conditions at a true Mach number of ***

Weight	Pressure Altitude
***	***

shall be not less than a guaranteed value of : Average SR = ***

2.3 Take-off

JAR take-off field length at an Aircraft gross weight of *** at the start of ground run at sea level pressure altitude in *** conditions shall be not more than a guaranteed value of : ***

2.4 Second Segment Climb

The Aircraft shall meet JAR regulations for one engine inoperative climb after take-off, undercarriage retracted, at a weight corresponding to the stated weight at the start of ground run at the altitude and temperature and in the configuration of flap angle and safety speed required to comply with the performance guaranteed in Clause 2.3

2.5 Landing Field Length

JAR certified dry landing field length at an Aircraft gross weight of *** at sea level pressure altitude shall be not more than a guaranteed value of : ***

2.6 En-route One Engine Inoperative

The Aircraft shall meet JAR regulations minimum en-route climb gradient (1.1%), with one engine inoperative and the other one operating at the maximum continuous thrust available at that altitude, with air conditioning on, with anti-icing off, at an Aircraft gross weight of *** in cruise configuration, in *** conditions at a pressure altitude of a guaranteed value of not less than: ***

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

3. MANUFACTURER'S WEIGHT EMPTY

The Seller guarantees a Manufacturer's Weight Empty of ***

This Manufacturer's Weight Empty is defined in Section 13-10.00.00 of the Specification as defined in Clause 1 above, and is subject to adjustment as defined in Clause 6.

4. GUARANTEE CONDITIONS

4.1. The performance certification requirements for the Aircraft, except where otherwise stated, will be as stated in Section 02 of the Specification.

4.2. For the determination of JAR take-off and landing performance a hard level dry runway surface with no runway strength limitations, no line-up allowance, no obstacles, zero wind, atmosphere according to ISA, except as otherwise stated and the use of speedbrakes, flaps, landing gear and engines in the conditions liable to provide the best results will be assumed.

4.2.1. When establishing take-off and second segment performance no air will be bled from the engines for cabin air conditioning or anti-icing.

4.2.2. When establishing en-route one engine inoperative climb performance the air conditioning bleed shall be on but no air will be bled from the engines for anti-icing.

4.3. Climb, cruise and descent performance associated with the Guarantees will include allowances for normal electrical load and for normal engine air bleed and power extraction associated with maximum cabin differential pressure as defined in Section 21-30.31 of the Specification. Cabin air conditioning management during performance demonstration as described in Clause 5.3 may be such as to optimize the Aircraft performance while meeting the minimum air conditioning requirements defined above. Unless otherwise stated no air will be bled from the engines for anti-icing.
Cruise performance at *** and above is based on a centre of gravity position of ***.

4.4. The engines will be operated using not more than the engine manufacturer's maximum recommended outputs for take-off, maximum go-round, maximum continuous, maximum climb and cruise for normal operation unless otherwise stated.

4.5. Where applicable the Guarantees assume the use of an approved fuel having a density of *** and a lower heating value of ***.

5. GUARANTEE COMPLIANCE

5.1. Compliance with the Guarantees shall be demonstrated using operating procedures and limitations in accordance with those defined by the certifying Airworthiness Authority and by the Seller unless otherwise stated.

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

5.2. Compliance with the take-off, second segment, en-route one engine inoperative and landing elements of the Guarantees will be demonstrated with reference to the approved Flight Manual.

5.3. Compliance with those parts of the guarantees defined in Clause 2 not covered by the requirements of the certifying Airworthiness Authority shall be demonstrated by calculation based on data obtained during flight tests conducted on one (or more, at the Seller's discretion) A330-300 aircraft of the same aerodynamic configuration as those Aircraft purchased by the Buyer and incorporated in the In-Flight Performance Program and data bases appropriate to the Aircraft..

5.4. Compliance with the Manufacturer's Weight Empty guarantee defined in Clause 3 shall be demonstrated with reference to a weight compliance report.

5.5. Data derived from tests will be adjusted as required using conventional methods of correction, interpolation or extrapolation in accordance with established aeronautical practices to show compliance with the Guarantees.

5.6. Compliance with the Guarantees is not contingent on engine performance defined in the engine manufacturer's specification.

5.7. The Seller undertakes to furnish the Buyer with a report or reports demonstrating compliance with the Guarantees at, or as soon as possible after, the delivery of each of the Buyer's A330-300 Aircraft

6. ADJUSTMENT OF GUARANTEES

6.1. If any change to any law, governmental regulation or requirement or interpretation thereof by any governmental agency (a "**Rule Change**" is made subsequent to the date of the Purchase Agreement and such Rule Change affects the Aircraft configuration and/or performance required to obtain certification, then the Guarantees shall be appropriately modified to reflect the effect of any such Rule Change.

6.2. The Guarantees apply to the Aircraft as described in Clause 1 and may be adjusted in the event of :

(i) any further configuration change which is the subject of a SCN

(ii) any variation in actual weights of items defined in Section 13-10 of the Specification

7. EXCLUSIVE GUARANTEES

The Guarantees are exclusive and are provided in lieu of any and all other performance and weight guarantees of any nature which may be stated, referenced or incorporated in the Specification or any other document.

8. ***

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

1. AIRCRAFT CONFIGURATION

The guarantees defined below (the "**Guarantees**") are applicable to the A330-300 aircraft (the "**Aircraft**" for the purpose of this Appendix 6) as described in the Technical Specification ***, as amended by the Specification Change Notices for:

(i) installation of ROLLS ROYCE TRENT 772B engines

(ii) ***

without taking into account any further changes thereto as provided in the Purchase Agreement (the "**Specification**" for the purpose of this Appendix 6).

2. GUARANTEED PERFORMANCE

2.1 Speed

Level flight speed at an Aircraft gross weight of *** at a pressure altitude of *** using a thrust not exceeding maximum cruise thrust shall be not less than the guaranteed Mach number value of: ***

2.2 Specific Range

The average nautical miles per kilogram of fuel (Average SR) at the weights and altitudes defined below in *** conditions at a true Mach number of ***

Weight	Pressure Altitude
***	***

shall be not less than a guaranteed value of : Average SR = ***

2.3 Take-off

JAR take-off field length at an Aircraft gross weight of *** at the start of ground run at sea level pressure altitude in *** conditions shall be not more than a guaranteed value of : ***

2.4 Second Segment Climb

The Aircraft shall meet JAR regulations for one engine inoperative climb after take-off, undercarriage retracted, at a weight corresponding to the stated weight at the start of ground run at the altitude and temperature and in the configuration of flap angle and safety speed required to comply with the performance guaranteed in Clause 2.3

2.5 Landing Field Length

JAR certified dry landing field length at an Aircraft gross weight of *** at sea level pressure altitude shall be not more than a guaranteed value of : ***

2.6 En-route One Engine Inoperative

The Aircraft shall meet JAR regulations minimum en-route climb gradient (1.1%), with one engine inoperative and the other one operating at the maximum continuous thrust available at that altitude, with air conditioning on, with anti-icing off, at an Aircraft gross weight of *** in cruise configuration, in *** conditions at a pressure altitude of a guaranteed value of not less than: ***

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

3. MANUFACTURER'S WEIGHT EMPTY

The Seller guarantees a Manufacturer's Weight Empty of ***

This Manufacturer's Weight Empty is defined in Section 13-10.00.00 of the Specification as defined in Clause 1 above, and is subject to adjustment as defined in Clause 6.

4. GUARANTEE CONDITIONS

4.1. The performance certification requirements for the Aircraft, except where otherwise stated, will be as stated in Section 02 of the Specification.

4.2. For the determination of JAR take-off and landing performance a hard level dry runway surface with no runway strength limitations, no line-up allowance, no obstacles, zero wind, atmosphere according to ISA, except as otherwise stated and the use of speedbrakes, flaps, landing gear and engines in the conditions liable to provide the best results will be assumed.

4.2.1. When establishing take-off and second segment performance no air will be bled from the engines for cabin air conditioning or anti-icing.

4.2.2. When establishing en-route one engine inoperative climb performance the air conditioning bleed shall be on but no air will be bled from the engines for anti-icing.

4.3. Climb, cruise and descent performance associated with the Guarantees will include allowances for normal electrical load and for normal engine air bleed and power extraction associated with maximum cabin differential pressure as defined in Section 21-30.31 of the Specification. Cabin air conditioning management during performance demonstration as described in Clause 5.3 may be such as to optimize the Aircraft performance while meeting the minimum air conditioning requirements defined above. Unless otherwise stated no air will be bled from the engines for anti-icing.
Cruise performance at *** and above is based on a centre of gravity position of ***.

4.4. The engines will be operated using not more than the engine manufacturer's maximum recommended outputs for take-off, maximum go-round, maximum continuous, maximum climb and cruise for normal operation unless otherwise stated.

4.5. Where applicable the Guarantees assume the use of an approved fuel having a density of *** and a lower heating value of ***.

5. GUARANTEE COMPLIANCE

5.1. Compliance with the Guarantees shall be demonstrated using operating procedures and limitations in accordance with those defined by the certifying Airworthiness Authority and by the Seller unless otherwise stated.

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

5.2. Compliance with the take-off, second segment, en-route one engine inoperative and landing elements of the Guarantees will be demonstrated with reference to the approved Flight Manual.

5.3. Compliance with those parts of the guarantees defined in Clause 2 not covered by the requirements of the certifying Airworthiness Authority shall be demonstrated by calculation based on data obtained during flight tests conducted on one (or more, at the Seller's discretion) A330-300 aircraft of the same aerodynamic configuration as those Aircraft purchased by the Buyer and incorporated in the In-Flight Performance Program and data bases appropriate to the Aircraft..

5.4. Compliance with the Manufacturer's Weight Empty guarantee defined in Clause 3 shall be demonstrated with reference to a weight compliance report.

5.5. Data derived from tests will be adjusted as required using conventional methods of correction, interpolation or extrapolation in accordance with established aeronautical practices to show compliance with the Guarantees.

5.6. Compliance with the Guarantees is not contingent on engine performance defined in the engine manufacturer's specification.

5.7. The Seller undertakes to furnish the Buyer with a report or reports demonstrating compliance with the Guarantees at, or as soon as possible after, the delivery of each of the Buyer's A330-300 Aircraft

6. ADJUSTMENT OF GUARANTEES

6.1. If any change to any law, governmental regulation or requirement or interpretation thereof by any governmental agency (a "**Rule Change**" is made subsequent to the date of the Purchase Agreement and such Rule Change affects the Aircraft configuration and/or performance required to obtain certification, then the Guarantees shall be appropriately modified to reflect the effect of any such Rule Change.

6.2. The Guarantees apply to the Aircraft as described in Clause 1 and may be adjusted in the event of :

(i) any further configuration change which is the subject of a SCN

(ii) any variation in actual weights of items defined in Section 13-10 of the Specification

7. EXCLUSIVE GUARANTEES

The Guarantees are exclusive and are provided in lieu of any and all other performance and weight guarantees of any nature which may be stated, referenced or incorporated in the Specification or any other document.

8. ***

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

LETTER AGREEMENT N°6

CHINA SOUTHERN AIRLINES COMPANY LIMITED
Bai Yun Airport,
Guangzhou 510405
People's Republic of China

Subject : Miscellaneous Matters

CHINA SOUTHERN AIRLINES COMPANY LIMITED (the "**Buyer**"), AIRBUS S.A.S. (the "**Seller**") and CHINA SOUTHERN AIRLINES GROUP IMPORT AND EXPORT TRADING CORP., LTD. (the "**Consenting Party**") have entered into an aircraft general terms agreement dated February 2nd, 2010 (the "**AGTA**") and an A330-300 aircraft purchase agreement (the "**Purchase Agreement**") dated as of even date herewith which cover the manufacture and the sale by the Seller and the purchase by the Buyer of the Aircraft.

Capitalized terms used herein and not otherwise defined in this Letter Agreement shall have the meanings assigned thereto in the AGTA or in the Purchase Agreement.

The Parties agree that this Letter Agreement, upon execution thereof, shall constitute an integral, nonseverable part of said Purchase Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Letter Agreement.

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

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

LETTER AGREEMENT N°6

1 Clause 5 of the AGTA

With respect only to the Aircraft purchased under the Purchase Agreement, the Parties agree to delete Clause 5.3.4 of the AGTA in its entirety and replace it with the following provision between the words QUOTE and UNQUOTE:

QUOTE
5.3.4 ***
UNQUOTE

2 Clause 7 of the AGTA

With respect only to the Aircraft purchased under the Purchase Agreement, the Parties agree to add a new Clause 7.4.3 to the AGTA as set forth below between the words QUOTE and UNQUOTE:

QUOTE
7.4.3 ***
UNQUOTE

3 Clause 18 of the AGTA

With respect only to the Aircraft purchased under the Purchase Agreement, the Parties agree to delete Clause 18.3.2 of the AGTA in its entirety and replace it with the following provision between the words QUOTE and UNQUOTE:

QUOTE
18.3.2 ***
UNQUOTE

4 Assignment

The terms and conditions of Clause 21.1 of the AGTA shall apply mutatis mutandis to this Letter Agreement.

5 Confidentiality

The terms and conditions of Clause 22.12 of the AGTA shall apply mutatis mutandis to this Letter Agreement.

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

LETTER AGREEMENT N°6

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

Agreed and Accepted	Agreed and Accepted
For and on behalf of:	For and on behalf of:
CHINA SOUTHERN AIRLINES COMPANY LIMITED	**AIRBUS S.A.S.**
Name: ______________________	John LEAHY
Title:	Chief Operating Officer - Customers
Signature: ___________________	Signature: _____________________

Witnessed and acknowledged,

For and on behalf of

CHINA SOUTHERN AIRLINES GROUP
IMPORT AND EXPORT TRADING CORP., LTD.

Name: ______________________

Title: ______________________

Signature: __________________

___________________________, 2012

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

LETTER AGREEMENT N°7

CHINA SOUTHERN AIRLINES COMPANY LIMITED
Bai Yun Airport,
Guangzhou 510405
People's Republic of China

Subject : Customer Support Matters

CHINA SOUTHERN AIRLINES COMPANY LIMITED (the "**Buyer**"), AIRBUS S.A.S. (the "**Seller**") and CHINA SOUTHERN AIRLINES GROUP IMPORT AND EXPORT TRADING CORP., LTD. (the "**Consenting Party**") have entered into an aircraft general terms agreement dated February 2nd, 2010 (the “**AGTA**”) and an A330-300 aircraft purchase agreement dated as of even date herewith (the "**Purchase Agreement**") which cover the manufacture and the sale by the Seller and the purchase by the Buyer of the Aircraft.

Capitalized terms used herein and not otherwise defined in this Letter Agreement shall have the meanings assigned thereto in the AGTA or in the Purchase Agreement.

The Parties agree that this Letter Agreement, upon execution thereof, shall constitute an integral, nonseverable part of said Purchase Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Letter Agreement.

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

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

LETTER AGREEMENT N°7

1 Clause 14 of the AGTA

1.1 With respect only to the Aircraft purchased under the Purchase Agreement, Clause 14.4.3.1 of the AGTA shall be deleted in its entirety and replaced by the following quoted text:

QUOTE
14.4.3.1 ***
UNQUOTE

1.2 With respect only to the Aircraft purchased under the Purchase Agreement, Clause 14.6 of the AGTA shall be deleted in its entirety and replaced by the following quoted text:

QUOTE
14.6 ***
QUOTE

1.3 With respect only to the Aircraft purchased under the Purchase Agreement, the following quoted text shall be added at the end of Clause 14.9.3 of the AGTA:

QUOTE
***
UNQUOTE

2 Exhibit H of the AGTA

2.1 With respect only to the Aircraft purchased under the Purchase Agreement, the following clauses shall be added to Exhibit H of the AGTA:

QUOTE
3.1.4 ***
3.1.4.1 ***
3.1.4.2 ***
UNQUOTE

2.2 With respect only to the Aircraft purchased under the Purchase Agreement, the following clause 4.2.2 shall be added to Exhibit H of the AGTA:

QUOTE
4.2.2 ***
UNQUOTE

3 Assignment

The terms and conditions of Clause 21.1 of the AGTA shall apply mutatis mutandis to this Letter Agreement.

4 Confidentiality

The terms and conditions of Clause 22.12 of the AGTA shall apply mutatis mutandis to this Letter Agreement.

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

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

Agreed and Accepted	Agreed and Accepted
For and on behalf of:	For and on behalf of:
CHINA SOUTHERN AIRLINES COMPANY LIMITED	**AIRBUS S.A.S.**
Name: ______________________	John LEAHY
Title:	Chief Operating Officer - Customers
Signature: ___________________	Signature: _____________________

Witnessed and acknowledged,

For and on behalf of

CHINA SOUTHERN AIRLINES GROUP
IMPORT AND EXPORT TRADING CORP., LTD.

Name: ______________________

Title: ______________________

Signature: __________________

___________________________, 2012

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

LETTER AGREEMENT N°8

CHINA SOUTHERN AIRLINES COMPANY LIMITED
Bai Yun Airport,
Guangzhou 510405
People's Republic of China

Subject : ***

CHINA SOUTHERN AIRLINES COMPANY LIMITED (the "**Buyer**"), AIRBUS S.A.S. (the "**Seller**") and CHINA SOUTHERN AIRLINES GROUP IMPORT AND EXPORT TRADING CORP., LTD. (the "**Consenting Party**") have entered into an aircraft general terms agreement dated February 2nd, 2010 (the "**AGTA**") and an A330-300 aircraft purchase agreement (the "**Purchase Agreement**") dated as of even date herewith which cover the manufacture and the sale by the Seller and the purchase by the Buyer of the Aircraft.

Capitalized terms used herein and not otherwise defined in this Letter Agreement shall have the meanings assigned thereto in the AGTA or in the Purchase Agreement.

The Parties agree that this Letter Agreement, upon execution thereof, shall constitute an integral, nonseverable part of said Purchase Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Letter Agreement.

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

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

LETTER AGREEMENT N°8

***

4 Assignment

The terms and conditions of Clause 21.1 of the AGTA shall apply mutatis mutandis to this Letter Agreement.

5 Confidentiality

The terms and conditions of Clause 22.12 of the AGTA shall apply mutatis mutandis to this Letter Agreement.

**** This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

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

Agreed and Accepted	Agreed and Accepted
For and on behalf of:	For and on behalf of:
CHINA SOUTHERN AIRLINES COMPANY LIMITED	**AIRBUS S.A.S.**
Name: ______________________	John LEAHY
Title:	Chief Operating Officer - Customers
Signature: ___________________	Signature: _____________________

Witnessed and acknowledged,

For and on behalf of

CHINA SOUTHERN AIRLINES GROUP
IMPORT AND EXPORT TRADING CORP., LTD.

Name: ______________________

Title: ______________________

Signature: __________________

___________________________, 2012

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

LETTER AGREEMENT N°9

CHINA SOUTHERN AIRLINES COMPANY LIMITED
Bai Yun Airport,
Guangzhou 510405
People's Republic of China

Subject : ***

CHINA SOUTHERN AIRLINES COMPANY LIMITED (the "**Buyer**"), AIRBUS S.A.S. (the "**Seller**") and CHINA SOUTHERN AIRLINES GROUP IMPORT AND EXPORT TRADING CORP., LTD. (the "**Consenting Party**") have entered into an aircraft general terms agreement dated February 2nd, 2010 (the "**AGTA**") and an A330-300 aircraft purchase agreement (the "**Purchase Agreement**") dated as of even date herewith which cover the manufacture and the sale by the Seller and the purchase by the Buyer of the Aircraft.

Capitalized terms used herein and not otherwise defined in this Letter Agreement shall have the meanings assigned thereto in the AGTA or in the Purchase Agreement.

The Parties agree that this Letter Agreement, upon execution thereof, shall constitute an integral, nonseverable part of said Purchase Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Letter Agreement.

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

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

***

2 Assignment

The terms and conditions of Clause 21.1 of the AGTA shall apply mutatis mutandis to this Letter Agreement.

3 Confidentiality

The terms and conditions of Clause 22.12 of the AGTA shall apply mutatis mutandis to this Letter Agreement.

**** This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

LETTER AGREEMENT N°9

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

Agreed and Accepted	Agreed and Accepted
For and on behalf of:	For and on behalf of:
CHINA SOUTHERN AIRLINES COMPANY LIMITED	**AIRBUS S.A.S.**
Name: ______________________	John LEAHY
Title:	Chief Operating Officer - Customers
Signature: ___________________	Signature: _____________________

Witnessed and acknowledged,

For and on behalf of

CHINA SOUTHERN AIRLINES GROUP IMPORT AND EXPORT TRADING CORP., LTD.

Name: ______________________

Title: ______________________

Signature: __________________

___________________________, 2012

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

SIDE LETTER N° 1

CHINA SOUTHERN AIRLINES COMPANY LIMITED
& CHINA SOUTHERN AIRLINES GROUP IMPORT
AND EXPORT TRADING CORP., LTD.
Bai Yun Airport
Guangzhou 510405
People's Republic of China

Subject : ***

CHINA SOUTHERN AIRLINES COMPANY LIMITED (the "**Buyer**"), AIRBUS S.A.S. (the "**Seller**") and CHINA SOUTHERN AIRLINES GROUP IMPORT AND EXPORT TRADING CORP., LTD. (the "**Consenting Party**") have entered into an aircraft general terms agreement dated February 2nd, 2010 (the "**AGTA**") and an A330-300 aircraft purchase agreement (the "**Purchase Agreement**") dated as of even date herewith which cover the manufacture and the sale by the Seller and the purchase by the Buyer of the Aircraft.

Capitalized terms used herein and not otherwise defined in this Side Letter shall have the meanings assigned thereto in the AGTA or in the Purchase Agreement.

The Parties agree that this Side Letter, upon execution thereof, shall constitute an integral, nonseverable part of said Purchase Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Side Letter.

If there is any inconsistency between the Purchase Agreement and this Side Letter, the latter shall prevail to the extent of such inconsistency.

Now, with respect to the Aircraft, the Buyer and the Seller agree the following:

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

***

2 Assignment

The terms and conditions of Clause 21.1 of the AGTA shall apply mutatis mutandis to this Side Letter.

3 Confidentiality

The terms and conditions of Clause 22.12 of the AGTA shall apply mutatis mutandis to this Side Letter.

**** This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

SIDE LETTER N° 1

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

Agreed and Accepted	Agreed and Accepted
For and on behalf of:	For and on behalf of:
CHINA SOUTHERN AIRLINES COMPANY LIMITED	**AIRBUS S.A.S.**
Name: ______________________	John LEAHY
Title:	Chief Operating Officer - Customers
Signature: ___________________	Signature: _____________________

Witnessed and acknowledged,

For and on behalf of

CHINA SOUTHERN AIRLINES GROUP IMPORT AND EXPORT TRADING CORP., LTD.

Name: ______________________

Title: ______________________

Signature: __________________

___________________________, 2012

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

SIDE LETTER N° 2

CHINA SOUTHERN AIRLINES COMPANY LIMITED
& CHINA SOUTHERN AIRLINES GROUP IMPORT
AND EXPORT TRADING CORP., LTD.
Bai Yun Airport
Guangzhou 510405
People's Republic of China

Subject : ***

CHINA SOUTHERN AIRLINES COMPANY LIMITED (the "**Buyer**"), AIRBUS S.A.S. (the "**Seller**") and CHINA SOUTHERN AIRLINES GROUP IMPORT AND EXPORT TRADING CORP., LTD. (the "**Consenting Party**") have entered into an aircraft general terms agreement dated February 2nd, 2010 (the "**AGTA**") and an A330-300 aircraft purchase agreement (the "**Purchase Agreement**") dated as of even date herewith which cover the manufacture and the sale by the Seller and the purchase by the Buyer of the Aircraft.

Capitalized terms used herein and not otherwise defined in this Side Letter shall have the meanings assigned thereto in the AGTA or in the Purchase Agreement.

The Parties agree that this Side Letter, upon execution thereof, shall constitute an integral, nonseverable part of said Purchase Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Side Letter.

If there is any inconsistency between the Purchase Agreement and this Side Letter, the latter shall prevail to the extent of such inconsistency.

Now, with respect to the Aircraft, the Buyer and the Seller agree the following:

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

SIDE LETTER N° 2

***

2 Assignment

The terms and conditions of Clause 21.1 of the AGTA shall apply mutatis mutandis to this Side Letter.

3 Confidentiality

The terms and conditions of Clause 22.12 of the AGTA shall apply mutatis mutandis to this Side Letter.

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

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

Agreed and Accepted	Agreed and Accepted
For and on behalf of:	For and on behalf of:
CHINA SOUTHERN AIRLINES COMPANY LIMITED	**AIRBUS S.A.S.**
Name: ______________________	John LEAHY
Title:	Chief Operating Officer - Customers
Signature: ___________________	Signature: _____________________

Witnessed and acknowledged,

For and on behalf of

CHINA SOUTHERN AIRLINES GROUP
IMPORT AND EXPORT TRADING CORP., LTD.

Name: ______________________

Title: ______________________

Signature: __________________

___________________________, 2012

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

SIDE LETTER N° 3

CHINA SOUTHERN AIRLINES COMPANY LIMITED
& CHINA SOUTHERN AIRLINES GROUP IMPORT
AND EXPORT TRADING CORP., LTD.
Bai Yun Airport
Guangzhou 510405
People's Republic of China

Subject : ***

CHINA SOUTHERN AIRLINES COMPANY LIMITED (the "**Buyer**"), AIRBUS S.A.S. (the "**Seller**") and CHINA SOUTHERN AIRLINES GROUP IMPORT AND EXPORT TRADING CORP., LTD. (the "**Consenting Party**") have entered into an aircraft general terms agreement dated February 2nd, 2010 (the "**AGTA**") and an A330-300 aircraft purchase agreement (the "**Purchase Agreement**") dated as of even date herewith which cover the manufacture and the sale by the Seller and the purchase by the Buyer of the Aircraft.

Capitalized terms used herein and not otherwise defined in this Side Letter shall have the meanings assigned thereto in the AGTA or in the Purchase Agreement.

The Parties agree that this Side Letter, upon execution thereof, shall constitute an integral, nonseverable part of said Purchase Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Side Letter.

If there is any inconsistency between the Purchase Agreement and this Side Letter, the latter shall prevail to the extent of such inconsistency.

Now, with respect to the Aircraft, the Buyer and the Seller agree the following:

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

SIDE LETTER N° 3

***

2 Assignment

The terms and conditions of Clause 21.1 of the AGTA shall apply mutatis mutandis to this Side Letter.

3 Confidentiality

The terms and conditions of Clause 22.12 of the AGTA shall apply mutatis mutandis to this Side Letter.

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

SIDE LETTER N° 3

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

Agreed and Accepted

For and on behalf of:

CHINA SOUTHERN AIRLINES COMPANY LIMITED

Name: ______________________

Title:

Signature: ___________________

Agreed and Accepted

For and on behalf of:

AIRBUS S.A.S.

John LEAHY

Chief Operating Officer – Customers

Signature: _____________________

Witnessed and acknowledged,

For and on behalf of

CHINA SOUTHERN AIRLINES GROUP IMPORT AND EXPORT TRADING CORP., LTD.

Name: ______________________

Title: ______________________

Signature: __________________

___________________________, 2012

**** This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

<u>SIDE LETTER N° 4</u>

CHINA SOUTHERN AIRLINES COMPANY LIMITED
& CHINA SOUTHERN AIRLINES GROUP IMPORT
AND EXPORT TRADING CORP., LTD.
Bai Yun Airport
Guangzhou 510405
People's Republic of China

<u>Subject :</u> ***

CHINA SOUTHERN AIRLINES COMPANY LIMITED (the "**Buyer**"), AIRBUS S.A.S. (the "**Seller**") and CHINA SOUTHERN AIRLINES GROUP IMPORT AND EXPORT TRADING CORP., LTD. (the "**Consenting Party**") have entered into an aircraft general terms agreement dated February 2nd, 2010 (the "**AGTA**") and an A330 Family aircraft purchase agreement (the "**Purchase Agreement**") dated as of even date herewith which cover the manufacture and the sale by the Seller and the purchase by the Buyer of the Aircraft.

Capitalized terms used herein and not otherwise defined in this Side Letter shall have the meanings assigned thereto in the AGTA or in the Purchase Agreement.

The Parties agree that this Side Letter, upon execution thereof, shall constitute an integral, nonseverable part of said Purchase Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Side Letter.

If there is any inconsistency between the Purchase Agreement and this Side Letter, the latter shall prevail to the extent of such inconsistency.

Now, with respect to the Aircraft, the Buyer and the Seller agree the following:

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

<u>SIDE LETTER N° 4</u>

***

2 Assignment

The terms and conditions of Clause 21.1 of the AGTA shall apply mutatis mutandis to this Side Letter.

3 Confidentiality

The terms and conditions of Clause 22.12 of the AGTA shall apply mutatis mutandis to this Side Letter.

*** *This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

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

Agreed and Accepted	Agreed and Accepted
For and on behalf of:	For and on behalf of:
CHINA SOUTHERN AIRLINES COMPANY LIMITED	**AIRBUS S.A.S.**
Name: ______________________	John LEAHY
Title:	Chief Operating Officer - Customers
Signature: ___________________	Signature: _____________________

Witnessed and acknowledged,

For and on behalf of

CHINA SOUTHERN AIRLINES GROUP IMPORT AND EXPORT TRADING CORP., LTD.

Name: ______________________

Title: ______________________

Signature: __________________

___________________________, 2012

**** This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

<u>SIDE LETTER N° 5</u>

CHINA SOUTHERN AIRLINES COMPANY LIMITED
& CHINA SOUTHERN AIRLINES GROUP IMPORT
AND EXPORT TRADING CORP., LTD.
Bai Yun Airport
Guangzhou 510405
People's Republic of China

<u>Subject :</u> ***

CHINA SOUTHERN AIRLINES COMPANY LIMITED (the "**Buyer**"), AIRBUS S.A.S. (the "**Seller**") and CHINA SOUTHERN AIRLINES GROUP IMPORT AND EXPORT TRADING CORP., LTD. (the "**Consenting Party**") have entered into an aircraft general terms agreement dated February 2nd, 2010 (the "**AGTA**") and an A330-300 aircraft purchase agreement (the "**Purchase Agreement**") dated as of even date herewith which cover the manufacture and the sale by the Seller and the purchase by the Buyer of the Aircraft.

Capitalized terms used herein and not otherwise defined in this Side Letter shall have the meanings assigned thereto in the AGTA or in the Purchase Agreement.

The Parties agree that this Side Letter, upon execution thereof, shall constitute an integral, nonseverable part of said Purchase Agreement and shall be governed by all its provisions, as such provisions have been specifically amended pursuant to this Side Letter.

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***

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SIDE LETTER N° 5

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

Agreed and Accepted	Agreed and Accepted
For and on behalf of:	For and on behalf of:
CHINA SOUTHERN AIRLINES COMPANY LIMITED	**AIRBUS S.A.S.**
Name: ______________________	John LEAHY
Title:	Chief Operating Officer - Customers
Signature: ___________________	Signature: _____________________

Witnessed and acknowledged,

For and on behalf of

CHINA SOUTHERN AIRLINES GROUP IMPORT AND EXPORT TRADING CORP., LTD.

Name: ______________________

Title: ______________________

Signature: __________________

___________________________, 2012

**** This information is subject to confidential treatment and has been omitted and filled separately with the Commission*

Land Lease Contract

Date: __________

In accordance with the legal and regulatory requirements under the "Law of Land Administration of the People's Republic of China" , this contract regarding land leasing was entered between China Southern Air Holding Company and China Southern Airlines Company Limited on the basis of equality, voluntariness and consideration through friendly negotiation.

Chapter 1 General Provisions

Article 1 Parties of this contract:

Lessor: China Southern Air Holding Company (hereafter named "Party A")
Legal address: Guangzhou Baiyun International Airport
Postal code: 510406
Lessee: China Southern Airlines Company Limited (hereafter named "Party B")
Legal address: Guangzhou Baiyun International Airport
Postal code: 510406

Article 2 Party A leases the land use right to Party B pursuant hereto. The ownership of the land covered shall be People's Republic of China, and the land use rights thereof belong to Party A. Any underground resources, buried property and public utilities shall not be covered under the land use right granted hereunder.

Article 3 The legal rights of the use of land within the land use rights leased by Party B pursuant hereto and operating activities thereof are protected by the law of the State.

Chapter 2 Size, Term and Usage of the Leased Land

Article 4 Party A leases the land use right to Party B (see Appendix I for detailed description of the land). Transaction price was determined on a fair and reasonable basis and based on fair market rate, and will be no higher than the price and charging standard offered by other independent third parties.

Article 5 The land leased pursuant hereto shall be used for air transportation and auxiliary service facilities and welfare benefits. Any changes to the land usage as stipulated herein within the lease term shall be subject to approval of Party A.

Article 6 The term of the land use rights leased hereunder shall be 3 years effective from 1 January 2011.

Chapter 3 Rental Payments

Article 7 Party B agrees to pay Party A an annual rental of RMB 56,329,131.00, in 2 installments each year.

Article 8 Party B shall remit the rental payment to the bank account of Party A on or before the respective required payment date. Upon receipt of payment, Party A shall issue a receipt of the respective amount. Should there be any changes to the bank account, Party A shall notify Party B in written form within 10 days after such changes. Party B shall not be liable for any delay in payment(s) arising from late payment(s) due to failure to give timely notice.

Article 9 Should there be any laws, regulations or administrative orders requiring to contribute, fully or partially, the rental payments received by Party A from Party B, Party A shall be liable to comply such laws, regulations or administrative orders. In the event of any loss(es) in Party B arising from violation of Party A of the forementioned requirements, Party A shall fully compensate Party B on such loss(es).

Chapter 4 Agreed Terms

Article 10 So far as Party A is entitled to the land use rights of the land and there is no breaches by Party B on the obligations hereunder, Party A shall be obligated to lease such land use rights to Party B.

Article 11 Party A agrees that land leased by Party B can be used by Party B and its wholly-owned subsidiaries and investment companies within the scope of usage as stipulated by this contract.

Article 12 Given the historical reason for the land, should Party A be unable to continue fulfilling its obligation hereunder due to special causes such as government orders or urban planning, Party A may elect an early termination or amendment of this contract to fully or partially resume the land leased hereunder, subject to an obligation of Party A to compensate Party B on the properties on the resumed land and the direct financial loss(es) of Party B arising from redemption of the land on termination of this contract according to relevant requirements of the Government.

Article 13 Any change of the lease type stipulated herein to transference by Party B during the lease term shall be subject to prior approval of Party A and in such case, procedures and amendments in the land use rights registration shall be approved in accordance to relevant regulations. In the event of unilateral termination or amendments on this contract by Party B, Party B shall be liable to compensate the direct financial loss(es) of Party A.

Article 14 Party B guarantees to Party A on usage of land strictly in accordance to relevant laws and regulations of the Government. Land leased by Party B shall not be transferred, subleased or pledged without approval of Party A. In the event of any loss(es) of Party A arising from the misuse of land of Party B, Party B shall provide compensation.

Chapter 5 Usage of Land

Article 15 Land hereunder, upon leasing, shall be used by Party B on purposes related to air transportation business and other auxiliaries in accordance to the land use specified by the State.

Article 16 Any addition of general housings or buildings by Party B on the leased land shall be subject to requirements of urban planning and general planning of land use and the prior approval in written form from Party A. Approval procedures with authorities shall be gone through by Party B with necessary assistance from Party A. Party A confirms that the ownership of the buildings added on the leased land shall belong to Party B, and, upon expiration and where Party B determined not to extend this contract, belong to Party A albeit appropriate compensation with specific amount to be negotiated otherwise between both parties shall be made from Party A to Party B.

Article 17 Any change(s) by Party B on the usage of the leased land shall be subject to requirements of urban planning and general planning of land use and the prior approval in written form from Party A.

Chapter 6 Expiration

Article 18 Should a party require to continue the use of the land after expiration of this contract, the party shall submit extension application to Party A 60 days prior to the expiration date and enter into a renewed contract with Party A.

Chapter 7 Force Majeure

Article 19 None of the parties shall be legally liable to the failure to perform obligations hereunder, whether partially or fully, due to force majeure. Notwithstanding the above, both parties shall perform all necessary remediation measures to reduce the loss arising from force majeure. The party affected by force majeure shall report the situation to the other party within 15 days after such event and provide proof of such force majeure event to the relevant government authority.

Chapter 8 Breach of Contract

Article 20 Failure to perform the requirements hereunder shall be regarded as a breach of the contract. The breaching party shall be liable for compensation on the direct financial loss(es) of the other party.

Article 21 In the event of failure of Party B to provide timely rental payment, the party shall pay an overdue fine, initially equivalent to 0.1% of the amount of the land rental payment, with fine amount doubled after 6 months, until the party completely settled the payment of such installment.

Chapter 9 Applicable Legal and Dispute Resolutions

Article 22 Resolutions on the entering, effect, explanation, performance and dispute hereof shall be protected and governed by the law of the People’s Republic of China.

Article 23 Any dispute arising from this contract shall be resolved by negotiation of the disputing parties. Either party shall have the right to prosecute a lawsuit in the people’s court upon failure of resolving by negotiation.

Chapter 10 Supplementary Provisions

Article 24 This contract shall not be transferred. Notwithstanding, in case of restructuring, merger and division of either party, this contract shall continue to be performed by the new organization(s) entitled to the rights hereunder after the restructuring, merger and division upon issuance of written notice to the other party and entering of contractual agreements.

Article 25 This agreement shall be made out in quadruplicate with each party holding two copies of each. The contract shall take effect upon signature and seal.

(No text on this page)

Party A:
China Southern Air Holding Company
Authorized representative: (Seal and Signature)

Party B:
China Southern Airlines Company Limited
Authorized representative: (Seal and Signature)

Tenancy Contract

Party A (Lessor): China Southern Air Holding Company
Party B (Lessee) : China Southern Airlines Company Limited

Given the properties owned by China Southern Air Holding Company and its wholly owned subsidiaries in various cities in China, China Southern Airlines Company Limited agreed to rent some of which as office premises. Upon negotiation by both parties, China Southern Air Holding Company, on behalf of its wholly owned subsidiaries, entered into this contract with China Southern Airlines Company Limited with regards to the relevant tenancy:

Article 1 Location, Size and Rental

Upon negotiation by both parties, the annual rental fee shall be RMB 42,975,542.00. See Appendix I of this contract for details. Such price was determined by both parties on a fair and reasonable basis and based on fair market rate, and will be no higher than the price and charging standard offered by other independent third parties.

Article 2 Lease Term

The lease term of the premise in the preceding provision shall be 3 years effective from 1 January 2011.

Article 3 Rental Payment

Rental payment, provided by Party B to Party A half-annually, shall be settled within 15 days from the start date of a half-year period by bank remittance. Upon receipt of payment, Party A shall issue a receipt of the respective amount.

Article 4 Change of Lessor and Lessee

1. Where Party A requires transferring its rights and obligations hereunder to a third party within the contract period, no agreement from Party B shall be required albeit Party A shall inform Party B about such issue. A third party agent, upon delegation from Party A, shall immediately become the new Party A hereof, entitled to the rights and liable for the obligations of the original Party A.

2. Party B shall not transfer its rights of the leased property to any third party without agreement from Party A during the term hereof. The third party which obtained the agreement of Party A regarding the property use rights shall immediately become the new Party B hereof, entitled to the rights and liable for the obligations of the original Party B.

Article 5 Obligations of Party A

1. In the event of failure of Party A to provide the premises leased to Party B on schedule stipulated herein, Party A shall provide Party B a default fine equivalent to 5% of the amount of rental during such delayed period and return the submitted rental payment of such delayed period to Party B.

2. Party B shall be responsible for the maintenance, and Party A shall be responsible for the repair of significant natural damage of the leased property and attached facilities, such as elevator, drainage system, power supply and security facilities. In the event of significant natural damage endangering general order of work without the receiving repairs from Party A, Party B may elect to terminate this tenancy and repair on behalf of A, and, in such case, the invoice of the repairing costs may be distressed for rent.

3. Party A shall compensate for the loss(es) of Party B arising from situation described in the preceding clause.

4. Where Party A requires redemption of the property for its own use during the tenancy period, the party shall terminate this contract providing 3 months prior written notice and a default fine equivalent to 5% of the total amount of rental payments for the remaining term to Party B.

5. Should there be any laws, regulations or administrative orders requiring contribution, fully or partially, the rental payments received by Party A from Party B, Party A shall be liable to comply such laws, regulations or administrative orders. In the event of any loss(es) in Party B arising from violation of Party A of the forementioned requirements, Party A shall fully compensate Party B on such loss(es).

6. All utility fees and environmental and garbage collection fees during the tenancy period shall be borne by Party B.

Article 6 Obligations of Party B

1. Party B shall pay rental fees pursuant to this contract. In the event of overdue rentals, an overdue fine equivalent to 0.1% of the amount of payable rental shall be paid daily. In case of an overdue exceeding 3 months, Party A may repossess the premise and take actions against all rentals and overdue fines in due.

2. Where Party B requires a termination of tenancy due to extraordinary circumstances such as change of office premier during the tenancy period, the party shall terminate this contract giving 3 months prior notice and default fines (equivalent to 5% of the total rental amount in the remaining term) to Party A. Should Party B sublease the premier, the party shall report to Party A for record.

3. Party B shall not alter the building structure and use of the premise without obtaining prior agreement from Party A during the tenancy period. In case of any damages to the premise and attached facilities due to deliberate or negligent reasons of Party B, the party shall be responsible for recovering or providing compensation. Renovation should start only after obtaining agreement from Party A. Fixture added during renovation of Party B could be traded to Party A in returning the premise upon contractual expiration, or removed subject to set-up recovery.

4. Upon expiration or termination of this contract, Party B shall return the premise within 1 month thereafter and settle rental payments according to actual days of use. Any belongings left in the premise thereafter shall be deemed as abandoned by Party A and shall be handled by Party A.

5. Where Party B remains in the premise after the returning period upon expiration or termination of this contract, the party shall compensate for the loss (es) of Party A arising therefrom. Where necessary, Party A may file legal processing or apply for enforcement in the local people's court.

Article 7 Extension of Term

This contract shall not be automatically renewed. Both parties are liable to notify the other party in written form regarding the extension of such tenancy 3 months prior to expiration. Should both parties agree to continue such contract, a new contract shall be entered.

Article 8 Exemption of Liabilities

In case of damages on the premise caused by force majeure during the term hereof, this contract shall be terminated automatically. None of the parties shall be liable thereof.

Article 9 Resolution of Disputes

Any dispute arising from this contract shall be resolved by negotiation of the disputing parties. Either party shall have the right to prosecute a lawsuit in the people's court upon failure of resolving by negotiation.

Article 10 Others

For issues not stipulated in this contract, both parties may sign a supplement agreement which constitutes as part of this contract.

This agreement shall be made out in quadruplicate with each party holding two copies of each.

Party A: China Southern Air Holding Company	Party B: China Southern Airlines Company Limited
Authorized representative: (Seal and Signature)	Authorized representative: (Seal and Signature)

Annex 1: Details of Land Lease – Xinjiang, Northern China

Serial number	Land use number	Land use Name	Land user on valuation reference date	Certificate no. of land property	Land use location	Area of Land (m^2)	Gross net income of land (RMB0'000 / year)	Unit price of land use tax (RMB / year)	Tax rate of business tax (based on gross rental)	Rate of management fee (based on gross rental)	Annual Land Rental (RMB0'000 / year)
1	Xin – Urumqi – shou – 1	Maintenance area	China Southern Airlines Company Limited	Wu Gao Yong (2004) No. 0008712	46 Yingbin road, New City	72534.82	229.4932	1.5	5.5%	2.5%	261.2754
2	Xin – Urumqi – shou – 2	Ground operation Company 1 (special garage)	China Southern Airlines Company Limited	Wu Gao Yong (2004) No. 0008714	46 Yingbin road, New City	39515.44	125.023	1.5	5.5%	2.5%	142.3373
3	Xin – Urumqi – shou – 3	Ground operation Company 2 (garage)	China Southern Airlines Company Limited	Wu Gao Yong (2004) No. 0008715	46 Yingbin road, New City	2863.99	9.0614	1.5	5.5%	2.5%	10.3163
4	Xin – Urumqi – shou – 4	Freight warehouse	China Southern Airlines Company Limited	Wu Gao Yong (2004) No. 0009015	46 Yingbin road, New City	33792.16	110.8541	1.5	5.5%	2.5%	126.0032
5	Xin – Urumqi – shou – 5	Air material area	China Southern Airlines Company Limited	Wu Gao Yong (2004) No. 0008710	46 Yingbin road, New City	34757.01	109.9678	1.5	5.5%	2.5%	125.1972
6	Xin – Urumqi – shou – 6	Cultural center	China Southern Airlines Company Limited	Wu Gao Yong (2004) No. 0008709	33 Yingbin road, New City	20559.43	67.4446	1.5	5.5%	2.5%	76.6614
7	Xin – Urumqi – shou – 7	Expert building	China Southern Airlines Company Limited	Wu Gao Yong (2004) No. 0008717	33 Yingbin road, New City	1575.94	4.9861	1.5	5.5%	2.5%	5.6766
8	Xin – Urumqi – shou – 8	Cabin department	China Southern Airlines Company Limited	Wu Gao Yong (2004) No. 0008753	33 Yingbin road, New City	6981.95	22.0902	1.5	5.5%	2.5%	25.1495
9	Xin – Urumqi – shou – 9	Flight department 1	China Southern Airlines Company Limited	Wu Gao Yong (2004) No. 0008711	46 Yingbin road, New City	32989.14	108.2198	1.5	5.5%	2.5%	123.0089
10	Xin – Urumqi – shou – 10	Flight department 2	China Southern Airlines Company Limited	Wu Gao Yong (2004) No. 0008710	46 Yingbin road, New City	9969.82	31.5436	**1.5**	5.5%	2.5%	35.9121
11	Xin – Urumqi – shou – 11	Training center	China Southern Airlines Company Limited	Wu Gao Yong (2004) No. 0008828	46 Yingbin road, New City	73891.97	242.4003	1.5	5.5%	2.5%	275.5262
12	Xin – Urumqi – shou – 12	New apron of terminal	China Southern Airlines Company Limited	Wu Gao Yong (2004) No. 0008713	46 Yingbin road, New City	2157152	682.502	0	5.5%	2.5%	741.8500

Substoal of Xinjiang						545146.87	1743.5861				1948.9141
13	Hei – Harbin – chu - 1	Integrate office area	China Northern Airlines	Ha Gao Yong (2003) No. 37764	34 Ganshui road, Xiangfang District, Harbin	1854.95	39.7398	18.0000	5.5%	2.5%	46.8247
14	Hei – Harbin – shou – 1	Training center	China Southern Airlines Company Limited	Ha Gao Yong (2007) No. 16103	89 Changjiang Road, Nangang District, Harbin	360.6	7.8756	14.0000	5.5%	2.5%	9.1091
15	Hei – Harbin – shou – 2	Flight team office area	China Southern Airlines Company Limited	Ha Gao Yong (2004) No. 16342	Xuanqing Road, Nangang District, Harbin	1584.3	35.0149	14.0000	5.5%	2.5%	40.4705
16	Hei – Harbin – shou – 3	Cabin department office area	China Southern Airlines Company Limited	Ha Gao Yong (2004) No. 16346	He Ping Road, Nangang District, Harbin	1882.8	41.6121	18.0000	5.5%	2.5%	48.9142
17	Hei – Harbin – shou – 4	Airport maintenance 1	China Southern Airlines Company Limited	Ha Gao Yong (2004) No. 16344	Yanjiagang Airport, Hang District	139308	473.8499	2.0000	5.5%	2.5%	545.3386
18	Hei – Harbin – shou – 5	Airport maintenance 2	China Southern Airlines Company Limited	Ha Gao Yong (2004) No. 16345	Yanjiagang Airport, Hang District	102000	346.9484	2.0000	5.5%	2.5%	399.2917
19	Hei – Harbin – shou – 6	Air material area	China Southern Airlines Company Limited	Ha Gao Yong (2004) No. 16347	Yanjiagang Airport, Hang District	22230.6	75.6164	2.0000	5.5%	2.5%	87.0245
20	Hei – Harbin – shou – 7	Maintenance and catering	China Southern Airlines Company Limited	Ha Gao Yong (2004) No. 16349	Yanjiagang Airport, Hang District	9751.9	33.1707	2.0000	5.5%	2.5%	38.1751
Subtotal of Heilongjiang						278973.15	1053.8278				1215.1484
21	Ji – changchun – chu -1	Authority office	China Southern Airlines Company Limited	Ji Gao Yong (2004) No. 010500021	Erdao District, Changchun (Economic and Technological Development), 5038 Jilin Road	7930.3	85.233	6.0000	5.5%	2.5%	97.8165
22	Ji – changchun – shou -1	Erdao Office area	China Southern Airlines Company Limited	Ji Gao Yong (2004) No. 10500003	Erdao District, Changchun, JiChang Road 1 Km	57146	541.4123	6.0000	5.5%	2.5%	625.7608
Subtotal of Ji Lin						65076.3	626.6453				723.5773
23	Liao – chaoyang – shou - 1	Camp	China Southern Airlines Company Limited	Chao Yang Gao Yong (2004) No. 122004012	58, Chaoyang Street	31226.67	75.8305	4.0000	5.5%	2.5%	96.0013
Subtotal of Chao yang						31226.67	75.8305				96.0013

24	Liao - Dailian – shou - 1	Office and hotel	China Southern Airlines Company Limited	Dai Gao Yong (2004) No. 04001	65	14403.4	585.1985	6.0000	5.5%	2.5%	645.4788
Subtotal of Dai Lian						14403.4	585.1985				645.4788
25	Liao – Shenyang – shou – 1	Youth Hostel	China Southern Airlines Company Limited	Dong Ling Guo Young (2004) No. 02508	Taoxian, Dongling district, Shenyang	1332.32	4.1416	2.0000	5.5%	2.5%	4.7914
26	Liao – Shenyang – shou – 2	Cargo area	China Southern Airlines Company Limited	Dong Ling Guo Young (2004) No. 02505	Taoxian, Dongling district, Shenyang	17135.56	53.2668	2.0000	5.5%	2.5%	61.6238
27	Liao – Shenyang – shou – 3	Command center	China Southern Airlines Company Limited	Dong Ling Guo Young (2004) No. 02504	Taoxian, Dongling district, Shenyang	7628.27	23.7129	2.0000	5.5%	2.5%	27.4333
28	Liao – Shenyang – shou – 4	Measurement and catering area	China Southern Airlines Company Limited	Dong Ling Guo Young (2004) No. 02506	Taoxian, Dongling district, Shenyang	11412	35.4748	2.0000	5.5%	2.5%	41.0404
29	Liao – Shenyang – shou – 5	Air material area	China Southern Airlines Company Limited	Dong Ling Guo Young (2004) No. 02502	Taoxian, Dongling district, Shenyang	14192.63	44.1186	2.0000	5.5%	2.5%	51.0403
30	Liao – Shenyang – shou – 6	Office building	China Southern Airlines Company Limited	Dong Ling Guo Young (2004) No. 02509	Taoxian Town, Dongling District, Shenyang	6971.394	21.671	2.0000	5.5%	2.5%	25.0710
31	Liao – Shenyang – shou – 7	Maintenance area	China Southern Airlines Company Limited	Dong Ling Guo Young (2004) No. 02507	Taoxian Town, Dongling District, Shenyang	54634.13	169.8332	2.0000	5.5%	2.5%	196.4783
32	Liao – Shenyang – shou – 8	Parking apron	China Southern Airlines Company Limited	Dong Ling Guo Young (2004) No. 02501	Taoxian Town, Dongling District, Shenyang	14518.87	45.1327	0.0000	5.5%	2.5%	49.0573
33	Liao – Shenyang – shou – 9	Garage	China Southern Airlines Company Limited	Dong Ling Guo Young (2004) No. 02503	Taoxian Town, Dongling District, Shenyang	13397.5	41.6469	2.0000	5.5%	2.5%	48.1809
34	Liao – Shenyang – shou – 10	Computer center	China Northern Airlines	Shen Yang Guo Young (2004) No. 0342	388 Qingnian Street, Heping District, Shenyang	4545.7	137.3132	5.0000	5.5%	2.5%	151.7240
35	Liao – Shenyang – chu – 1	Boiler room	China Northern Airlines	Shen Yang Guo Young (2001) No. 0103	388 Qingnian Street, Heping District, Shenyang	5156.5	28.4425	5.0000	5.5%	2.5%	33.7183
Subtotal of Shenyang						150924.874	604.7542				690.159
Total						1085751.264	4689.8424			0	5319.2789

Annex 1 : Lease details of Buildings – Xinjiang, Northern China

Number	Name of building	Use	Detailed address	structure	Number of floors	Lettable area (m2)	Date of completion	Annual net income of property (RMB0,000 / year)	Property insurance (RMB0'000 / year)	Property tax	Business tax	Management tax	Annual rental (RMB0'000 / year)
Guangzhou - 1	settlement center office building	office	23 Hang Yun Nan Street	Frame	8	3526.15	1995-7-1	76.6841	1.7828	12%	5.5%	2%	95.4088
Guangzhou - 2	warehouse	office	143 Hang Yun Nan Street	Brick and concrete	2	800	1972-4-1	3.529	0.0512	12%	5.5%	2%	4.5329
Subtotal of Guangzhou						4326.1500		80.2131	1.8340				99.9417
Shenyang – foreign affairs office - 1	Irkutsk office	office	Russia Irkutsk	Brick and concrete		160	1992-12-1	5.7102	0.1306	12%	5.5%	2%	7.2425
Shenyang – foreign affairs office - 2	Khabarovsk office garage	Garage	Russia New Transsiberian	Brick and concrete		30	1993-6-1	0.5413	0.0124	12%	5.5%	2%	0.8215
Shenyang – foreign affairs office – 3	Khabarovsk office garage	Garage	Russia New Transsiberian	Brick and concrete		30	1995-12-1	0.5716	0.0133	12%	5.5%	2%	0.8591
Shenyang – foreign affairs office – 4	Vladivostok building	residential	No. 27, Haishenwei Street	Brick and concrete		124.8	1997-8-1	5.8926	0.1385	12%	5.5%	2%	7.4691
Shenyang – foreign affairs office – 5	Vladivostok building	residential	No. 27, Haishenwei Street	Brick and concrete		123.8	1997-8-1	5.8454	0.1374	12%	5.5%	2%	7.4104
Shenyang – foreign affairs office - 6	Vladivostok office garage	garage	No. 27, Haishenwei Street	Brick and concrete		30	1997-8-1	0.5666	0.0133	12%	5.5%	2%	0.8529
Shenyang – foreign affairs office - 7	Vladivostok office garage	Garage	No. 27, Haishenwei Street	Brick and concrete		30	1997-8-1	0.5666	0.0133	12%	5.5%	2%	0.8529
Subtotal of Shenyang – Foreign affairs office						528.6		19.6943	0.4588				25.5081
Shenyang – headquarters -1	New office building	office	3 Xiaobei Street (Xiao Bei Jie), Dadong District	Frame	6	6558	1996-12-1	123.2547	2.9918	12%	5.5%	2%	153.2605
Shenyang – headquarters -2	Authority back office	office	3 Xiaobei Street (Xiao Bei Jie), Dadong District	Brick and concrete	1	4794	1996-12-1	29.3405	0.6875	12%	5.5%	2%	36.5969
Shenyang – headquarters - 3	Printing factory	office	3 Xiaobei Street (Xiao Bei Jie), Dadong District	Brick and concrete	3	2084	1979-6-1	13.983	0.2651	12%	5.5%	2%	17.5193
Shenyang – headquarters - 4	Technical college office building	office	3 Xiaobei Street (Xiao Bei Jie), Dadong District	**Brick and concrete**	3	2250	1984-12-1	15.9515	0.3357	12%	5.5%	2%	19.9646

Shenyang – headquarters - 5	Car brigade and garage	garage	3 Xiaobei Street (Xiao Bei Jie), Dadong District	Brick and concrete	2	750	1992-12-1	3.9297	0.0899	12%	5.5%	2%	5.0307
Shenyang – headquarters - 6	Construction office building and garage	office	3 Xiaobei Street (Xiao Bei Jie), Dadong District	Brick and concrete	2	900	1996-10-1	4.821	0.1129	12%	5.5%	2%	6.1379
Shenyang – headquarters - 7	2nd fleet floor	produciton	3 Xiaobei Street (Xiao Bei Jie), Dadong District	Brick and concrete	2	2008	1979-12-1	10.3611	0.1988	12%	5.5%	2%	13.0200
Shenyang – headquarters - 8	Production Floor 3	office	3 Xiaobei Street (Xiao Bei Jie), Dadong District	Brick and concrete	5	748.8	1983-12-1	6.2425	0.1294	12%	5.5%	2%	7.9037
Shenyang – headquarters - 9	Installed Equipment warehouse	warehouse	3 Xiaobei Street (Xiao Bei Jie), Dadong District	Brick and concrete	1	307	1982-11-1	1.3151	0.0268	12%	5.5%	2%	1.7827
Shenyang – headquarters - 10	Ten-team office building	office	3 Xiaobei Street (Xiao Bei Jie), Dadong District	Brick and concrete	5	5191.6	1994-12-1	48.3557	1.1203	12%	5.5%	2%	60.2183
Shenyang – headquarters - 11	Technology teaching building and canteen	teaching	3 Xiaobei Street (Xiao Bei Jie), Dadong District	Brick and concrete	5	4890	1996-10-1	49.1296	1.1501	12%	5.5%	2%	61.1796
Shenyang – headquarters - 12	Finance Department office building	office	3 Xiaobei Street (Xiao Bei Jie), Dadong District	Brick and concrete	4	2258	1997-11-1	22.8127	0.537	12%	5.5%	2%	28.4878
Shenyang – headquarters - 13	Fleet dispatch room	dispatch	3 Xiaobei Street (Xiao Bei Jie), Dadong District	Brick and concrete	1	80	2003-3-1	0.4128	0.0099	12%	5.5%	2%	0.6619
Shenyang – headquarters - 14	Car brigade office building	office	3 Xiaobei Street (Xiao Bei Jie), Dadong District	Brick and concrete	2	1033	2003-12-1	5.8761	0.1415	12%	5.5%	2%	7.4486
Shenyang – headquarters - 15	58th floor Garage	Garage	3 Xiaobei Street (Xiao Bei Jie), Dadong District	Brick and concrete	1	720.96	1996-12-1	3.3786	0.0792	12%	5.5%	2%	4.3461
Shenyang – headquarters - 16	4 – 6 Dormitory	dormitory	3 Xiaobei Street (Xiao Bei Jie), Dadong District	Brick and concrete	3	2434	1969-12-1	14.1225	0.1757	12%	5.5%	2%	17.6925
Shenyang – headquarters - 17	Operation office building and measurement center	office	Sheyang Taosian Airport	Brick and concrete	4	3889	1993-6-1	25.526	0.5857	12%	5.5%	2%	31.8584
Shenyang – headquarters - 18	Travel service center and dormitory	production	Sheyang Taosian Airport	Brick and concrete	5	6031	1994-12-1	64.9204	1.5041	12%	5.5%	2%	80.7955

Shenyang – headquarters - 19	Aircraft supplies building	production	Sheyang Taosian Airport	Brick and concrete	4	2268	1994-12-1	21.7903	0.5049	12%	5.5%	2%	27.2178
Shenyang – headquarters - 20	Joint inspection building	production	Sheyang Taosian Airport	Brick and concrete	5	1200	1994-12-1	12.1301	0.281	12%	5.5%	2%	15.2175
Shenyang – headquarters - 21	Taoxian information center	office	Sheyang Taosian Airport	Brick and concrete	1	502	1989-12-1	2.8758	0.0642	12%	5.5%	2%	3.7215
Shenyang – headquarters - 22	Freight container	production	Sheyang Taosian Airport	Brick and concrete	1			0	0	0%	0.0%	0%	0.0000
Shenyang – headquarters - 23	Operation garage C	garage	Sheyang Taosian Airport	Brick and concrete	1	384	2003-3-1	1.9815	0.0476	12%	5.5%	2%	2.6106
Shenyang – headquarters - 24	Freight pound room	Pound room	Sheyang Taosian Airport	Brick and concrete	1	280	2003-3-1	1.4449	0.0347	12%	5.5%	2%	1.9440
Shenyang – headquarters - 25	Car repairs factory	Maintenance and repairs	Sheyang Taosian Airport	Brick and concrete	1	1498	1989-7-1	6.6606	0.148	12%	5.5%	2%	8.4231
Shenyang – headquarters - 26	Freight garage and gatehouse	gatehouse	Sheyang Taosian Airport	Brick and concrete	1	120	2003-3-1	0.6192	0.0149	12%	5.5%	2%	0.9183
Shenyang – headquarters - 27	Freight elevator garage	garage	Sheyang Taosian Airport	Brick and concrete				0	0	0%	0.0%	0%	0.0000
Shenyang – headquarters - 28	Normal garage	garage	Sheyang Taosian Airport	Brick and concrete	1	1915	1989-12-1	7.9831	0.1781	12%	5.5%	2%	10.0660
Shenyang – headquarters - 29	Five Mile River Boiler room	Heat supply	390-11 Qingnian Avenue (Qingnian Dajie), Helping District, Shenyang	Frame	1	4714	1997-11-1	110.072	2.5908	12%	5.5%	2%	136.8845
Shenyang – headquarters - 30	Substation No. 2, Five Mile River	substation	390-12 Qingnian Avenue (Qingnian Dajie), Helping District, Shenyang	Frame	6	1982.38	1999-5-1	27..6601	0.6748	12%	5.5%	2%	34.5094
Shenyang – headquarters - 31	Basement of Residential Building A, Five Mile River	storage	390-1 Qingnian Avenue (Qingnian Dajie), Helping District, Shenyang	Frame	-2	1586.4	2002-12-1	7.8344	0.1923	12%	5.5%	2%	9.8812

Shenyang – headquarters - 32	Basement of Residential Building A, Five Mile River	Garage	390-1 Qingnian Avenue (Qingnian Dajie), Helping District, Shenyang	Frame	-1	1586.4	1997-11-1	7.6181	0.1853	12%	5.5%	2%	9.6125
Shenyang – headquarters - 33	Basement of Residential Building B, Five Mile River	Storage	390-2 Qingnian Avenue (Qingnian Dajie), Helping District, Shenyang	Frame	-2	647	2002-12-1	3.1952	0.0784	12%	5.5%	2%	4.1183
Shenyang – headquarters - 34	Garage of Building B, Five Mile River	Garage	390-2 Qingnian Avenue (Qingnian Dajie), Helping District, Shenyang	Frame	-1	647	1997-11-1	3.107	0.0756	12%	5.5%	2%	4.0087
Shenyang – headquarters - 35	Garage of Residential Building C, Five Mile River	Garage	390-3 Qingnian Avenue (Qingnian Dajie), Helping District, Shenyang	Frame	-1	717.26	2002-10-1	3.4963	0.0858	12%	5.5%	2%	4.4923
Shenyang – headquarters - 36	Basement of Residential Building C, Five Mile River	Storage	390-3 Qingnian Avenue (Qingnian Dajie), Helping District, Shenyang	Frame	-1	717.26	2002-10-1	3.4963	0.0858	12%	5.5%	2%	4.4923
Shenyang – headquarters - 37	Garage of Residential Building K, Five Mile River	Garage	390-9 Qingnian Avenue (Qingnian Dajie), Helping District, Shenyang	Frame	-1	345.85	2002-10-1	1.6858	0.0414	12%	5.5%	2%	2.2432
Shenyang – headquarters - 38	Pumping station	Water supply	5 Wen An Road, He Ping District, Shenyang	Frame	1	124	2003-3-1	0.6096	0.014	12%	5.5%	2%	0.9063
Shenyang – headquarters - 39	Gas compression station		5 Wen An Road, He Ping District, Shenyang	Brick and concrete	1	23	1983-12-1	0.1067	0.0017	12%	5.5%	2%	0.2816

Shenyang – headquarters - 40	Wanhao sales headquarter block building and anteroom	office	388 Qingnian Street, Heping District, Shenyang	Brick and concrete	6	5000	2002-5-1	494.1468	11.25	12%	5.5%	2%	613.9960
Shenyang – headquarters - 41	Passenger service dormitory	dormitory	3 Xiaobei Street (Xiao Bei Jie), Dadong District	Brick and concrete	5	3800	1994-12-1	35.3941	0.82	12%	5.5%	2%	44.1169
Shenyang – maintenance base -1	A300 Hangar	hanger	Sheyang Taoxian Airport	Rack	1	6643.59	2000-12-1	263.3861	6.2809	12%	5.5%	2%	327.3368
Shenyang – maintenance base - 2	Air material guard room	guard	Sheyang Taoxian Airport	Brick and concrete	1	30	2003-3-1	0.1493	0.0036	12%	5.5%	2%	0.3345
Subtotal of Shenyang						83658.5		1461.177	33.7952				1821.238
Chaoyang - 1	Plumbing workplace	living	58 Chaoyang Street Section 4	Brick and concrete	1	54	1986-9-1	0.2266	0.004	12%	5.5%	2%	0.4306
Chaoyang – 2	Boiler room	Living	58 Chaoyang Street Section 4	Brick and concrete	1	126	1980-12-1	0.6945	0.0081	12%	5.5%	2%	0.9000
Chaoyang - 3	Veteran room	Living	59 Chaoyang Street Section 4	Brick and concrete	2	500	1999-2-1	5.5678	0.1318	12%	5.5%	2%	7.0656
Subtotal of Chaoyang						680		6.3989	0.1439				8.3962
Dalian - 1	Terminal building	office	Bei Hang Dong Lu, Ganjingzi District, Dalian	Frame	3	785.34	1994-7-1	11.9965	0.2772	12%	5.5%	2%	15.0516
Dalian - 2	Maintenance building	office	Bei Hang Dong Lu, Ganjingzi District, Dalian	Frame	5	4586.58	1998-11-1	65.4843	1.5484	12%	5.5%	2%	81.4960
Dalian - 3	Operation office building	office	Bei Hang Dong Lu, Ganjingzi District, Dalian		5	2552	1998-11-1	41.3612	0.9131	12%	5.5%	2%	51.5294
Dalian - 4	Freight warehouse	warehouse	Bei Hang Dong Lu, Ganjingzi District, Dalian		1	4423	1998-11-1	43.5458	1.0297	12%	5.5%	2%	54.2432
Dalian - 5	substation	Electricity supply	Bei Hang Dong Lu, Ganjingzi District, Dalian	Brick and concrete	2	416	1997-11-1	2.2764	0.0536	12%	5.5%	2%	2.9769
Dalian – 6	New area garage	office	Bei Hang Dong Lu, Ganjingzi District, Dalian		3	5868	1999-8-1	38.6887	0.9178	12%	5.5%	2%	48.2096
Dalian – 7	Air crewman attendance building	office	Bei Hang Dong Lu, Ganjingzi District, Dalian		6	6890	2000-12-1	112.5096	2.683	12%	5.5%	2%	139.9125

Dalian – 8	Air material storage room	office	Bei Hang Dong Lu, Ganjingzi District, Dalian		4	3140	2001-12-1	37.3672	0.8943	12%	5.5%	2%	46.5680
Dalian – 9		Office	Bei Hang Dong Lu, Ganjingzi District, Dalian		2	2200	2002-7-1	16.0009	0.3837	12%	5.5%	2%	20.0260
Dalian – 10	Sewage pumping station	Sewage	Bei Hang Dong Lu, Ganjingzi District, Dalian	Brick and concrete	1	387	1998-11-1	2.1422	0.0473	12%	5.5%	2%	2.8102
Dalian – 11	Boiler room	Heat supply	Bei Hang Dong Lu, Ganjingzi District, Dalian	Brick and concrete	2	1013	1998-11-1	5.901	0.1303	12%	5.5%	2%	7.4795
Dalian - 12	Field duty room	Office	Bei Hang Dong Lu, Ganjingzi District, Dalian	Brick and concrete	1	650	2000-5-1	3.7426	0.0891	12%	5.5%	2%	4.7983
Subtotal of Dalian						32910.92		380.0164	8.9675				475.1012
Changchun - 1	Air crewman canteen	canteen	Erdao Airport	Brick and concrete	1	503.69	1999-12-1	3.1001	0.0736	12%	5.5%	2%	4.0001
Changchun - 2	Air crewman canteen (connecting floor)	canteen	Erdao Airport	Brick and concrete	1	684.31	1999-12-1	4.2118	0.1	12%	5.5%	2%	5.3811
Changchun - 3	Medical and health room of 12th brigade	powerhouse	Erdao Airport	Brick and concrete	1	20	1980-1-1	0.0705	0.0014	12%	5.5%	2%	0.2366
Changchun – 4	Mailroom of 12th brigade	Security	Erdao Airport	Brick and concrete	1	31	1980-1-1	0.1074	0.0021	12%	5.5%	2%	0.2825
Changchun - 5	Pumping station of 12th brigade	Water supply	Erdao Airport	Brick and concrete	1	20	1985-1-1	0.0828	0.0017	12%	5.5%	2%	0.2519
Changchun - 6	Pumping station of 12th brigade	Water supply	Erdao Airport	Brick and concrete	1	20	1986-1-1	0.0831	0.0018	12%	5.5%	2%	0.2523
Changchun – 7	Passenger service building	Dormitory	Erdao Airport	Brick and concrete	3	2980	1964-1-1	32.0023	0.1663	**12%**	5.5%	2%	39.9035
Changchun - 8	Garage of 12th brigade	garage	Erdao Airport	Brick and concrete	1	2215	1989-1-1	8.0737	0.1785	12%	5.5%	2%	10.1785
Changchun - 9	Jilin operations department	Ticket office	Branch land 2, Hongyuyuan Building B, Jiefang Road West, Chuanying District, Jilin.	Brick and concrete	3	653	2004-12-27	20.1114	0.4858	12%	5.5%	2%	25.1322
Subtotal of Changchun						7127		67.8431	1.0112				85.6187

Harbin - 1	Security ministry office building	office	Harbin Taiping International Airport	Brick and concrete	2	725.66	1997-12-1	4.6004	0.1006	12%	5.5%	2%	5.8639
Harbin – 2	Garage	garage	Harbin Taiping International Airport	Brick and concrete	1	1512.86	1994-12-1	8.0707	0.187	12%	5.5%	2%	10.1748
Harbin – 3	Garage	Garage	Harbin Taiping International Airport	Brick and concrete	1	740.38	1996-12-1	3.9562	0.0927	12%	5.5%	2%	5.0636
Harbin – 4	substation	Others	Harbin Taiping International Airport	Brick and concrete	3	2107.95	1996-12-1	11.8756	0.2782	12%	5.5%	2%	14.9014
Harbin – 5	Office building	Office	Harbin Taiping International Airport	Brick and concrete	3	2168.52	1996-12-1	15.7536	0.3405	12%	5.5%	2%	19.7188
Harbin – 6	Garage	Garage	Harbin Taiping International Airport	Brick and concrete	1	582.65	1994-12-1	3.1083	0.072	12%	5.5%	2%	4.0103
Harbin - 7	Air material storage room	office	Harbin Taiping International Airport	Brick and concrete	1	952.24	1976-12-1	4.3743	0.0773	12%	5.5%	2%	5.5830
Harbin – 8	warehouse	Office	Harbin Taiping International Airport	Brick and concrete	1	179.1	1997-1-1	0.9566	0.0224	12%	5.5%	2%	1.3374
Harbin – 9		Production	Harbin Taiping International Airport	Brick and concrete	1	306.86	1999-12-1	1.8137	0.0431	12%	5.5%	2%	2.4021
Harbin – 10	Charging room	Office	Harbin Taiping International Airport	Brick and concrete	1	315.41	1992-12-1	1.5864	0.0363	12%	5.5%	2%	2.1198
Harbin – 11	Spray paint booth	Production	Harbin Taiping International Airport	Brick and concrete	1	425.26	1979-12-1	1.9904	0.0382	12%	5.5%	2%	2.6216
Harbin – 12	Integrated office building	Office	Level 1 to 2, No. 1 Pingshun Street		2	1876.21	1990-12-1	17.2584	0.3884	12%	5.5%	2%	21.5836
Harbin – 13		Storage	Harbin Taiping International Airport	Brick and concrete	1	67.27	1979-12-1	0.3148	0.006	12%	5.5%	2%	0.5401
Harbin – 14	Air material warehouse	Office	Harbin Taiping International Airport	Brick and concrete	1	2132.3	1996-12-1	21.9506	0.5143	12%	5.5%	2%	27.4169

Harbin – 15	Equipment warehouse	Storage	Harbin Taiping International Airport	Brick and concrete	1	580.44	1976-12-1	1.9899	0.0352	12%	5.5%	2%	2.6210
Harbin – 16	Maintenance building	Office	Harbin Taiping International Airport	Brick and concrete	3	2065.25	1977-12-1	21.2204	0.3866	12%	5.5%	2%	26.5098
Harbin – 17	Air crewman building	Office	Harbin Taiping International Airport	Brick and concrete	3	2098	1974-12-1	22.0814	0.3634	12%	5.5%	2%	27.5749
Harbin – 18	Staff canteen	Canteen	Harbin Taiping International Airport	Brick and concrete	1	1395.66	1976-12-1	7.8798	0.1393	12%	5.5%	2%	9.9376
Harbin – 19	Ad hoc room	Production	Harbin Taiping International Airport	Brick and concrete	3	1306.37	1977-12-1	7.156	0.1304	12%	5.5%	2%	9.0385
Harbin – 20	Command and control center	Office	Harbin Taiping International Airport	Brick and concrete	3	1199.5	1994-12-1	8.0454	0.1864	12%	5.5%	2%	10.1434
Harbin – 21	Old hangar	production	Harbin Taiping International Airport	Brick and concrete	1	2362.04	1977-12-1	47.5545	0.8664	12%	5.5%	2%	59.2230
Harbin – 22	Garage	Garage	Building A, 89 Changjiang Road	Frame	1	1224.43	1999-12-1	6.8969	0.1638	12%	5.5%	2%	8.7166
Harbin – 23	Garage	Garage	Building B, 89 Changjiang Road	Frame	1	1046.31	1999-12-1	5.8936	0.14	12%	5.5%	2%	7.4703
Harbin – 24	Freight, flight brigade office building	Office	(1st to 3rd floor) 89 Changjiang Road	Frame	3	3942.52	1999-12-1	46.9703	1.1157	12%	5.5%	2%	58.4973
Harbin – 25	Catering storage room		Harbin Taiping International Airport	Brick and concrete	1	203.36	1999-12-1	1.202	0.0286	12%	5.5%	2%	1.6422
Harbin – 26	Air material office building	Office	Harbin Taiping International Airport	Brick and concrete	1	1544.57	1999-12-1	10.5078	0.2496	12%	5.5%	2%	13.2022
Subtotal of Harbin						33061.12		285.0044	6.0024				357.9186
Urumqi – 1	Student dormitory	Living	46 Yingbin road	Brick and concrete	3	1691.33	1994-12-1	12.7166	0.2946	12%	5.5%	2%	15.9461
Urumqi – 2	Gym	Living	46 Yingbin road	Brick and concrete	1	217.8	1991-12-1	1.1345	0.0257	12%	5.5%	2%	1.5584

Urumqi – 3	Function room	Living	46 Yingbin road	Brick and concrete	1	100	1993-6-1	0.5239	0.012	12%	5.5%	2%	0.7999
Urumqi – 4	Duty Room		46 Yingbin road	Brick and concrete	1	147.4	1998-8-1	0.9561	0.0266	12%	5.5%	2%	1.3368
Urumqi – 5	Dangerous goods storage room	Office	46 Yingbin road	Brick and concrete	1	100	1998-8-1	0.591	0.014	12%	5.5%	2%	0.8832
Urumqi – 6	Student canteen	Living	46 Yingbin road	Frame	2	653	2001-11-1	5.7098	0.1366	12%	5.5%	2%	7.2420
Urumqi – 7	Economic development Zone building	Residential	44 Second Commercial Zone, Economic Zone	Brick and concrete	2	160	2003-7-1	5.0885	0.1224	12%	5.5%	2%	6.4702
Urumqi – 8	Economic development Zone building	Residential	45 Second Commercial Zone, Economic Zone	Brick and concrete	2	160	2003-7-1	5.0885	0.1224	12%	5.5%	2%	6.4702
Urumqi – 9	Redhill Hotel	Office	No. 62 Youhao Road South	Frame		166	2005-10-1	12.6353	0.3058	12%	5.5%	2%	15.8451
Subtotal of Urumqi						3395.53		44.4442	1.0561				56.5519
Urumqi – foreign affairs office - 1	Trading Agreement (New Siberian)	Office	62 You Hao Nan Lu	Brick and concrete	10	206.3	2000-12-31	5.2583	0.1254	12%	5.5%	2%	6.6811
Urumqi – foreign affairs office – 2	Bishkek Office	Office		Brick and concrete		534.1	2003-11.1	16.9689	0.4086	12%	5.5%	2%	21.2284
Subtotal of Urumqi						740.4		22.2272	0.534				27.9095
Beijing - 1	Beijing crew overnight building	residential	Beijing Capital International Airport	Frame	4	4516.65	1999-7-1	186.6988	4.4272	12%	5.5%	2%	232.0730
Beijing – 2	Beijing business department (additional floor) (Beijing maintenance building)	residential	Beijing Capital International Airport	Brick and concrete	3	1098.36	1999-7-1	28.4859	0.6755	12%	5.5%	2%	35.5353
Beijing – 3	Beijing business department (commercial goods storage room)	production	111 Jixiangli, Chaoyang District	Frame	18	1187.1	1995-12-1	283.545	6.6079	12%	5.5%	2%	352.3789
Subtotal of Beijing						6802.11		498.7297	11.7106				619.9872
Shanghai -1	Shanghai business department (commercial goods storage room)	production	501-09 Mao Tai Lu Lane 500, Shanghai	Steel and concrete	26	664.41	1998-8-1	110.0839	2.6001	12%	5.5%	2%	136.8993
Subtotal of Shanghai						664.41		110.0839	2.6001				136.8993
Total						173894.74		2976.8316	68.1138				3715.071

Details of Buildings and other ancillary facilities lease - Xinjing, Northern China

Number	Building name	Detailed address	Structure	Size	Unit of measurement	Quantity	Date of completion	Annual net income (RMB0'000 / year)	Business tax	Management fee	Annual rental (RMB0'000 / year)
Shenyang – 1	Five Mile River Tank	5 Wen An Road, He Ping District, Shenyang	Concrete		M^3	600	12-98	19.92	5.5%	2%	21.5351
Shenyang – 2	Road of No. G and No. H of residential building	5 Wen An Road, He Ping District, Shenyang	Concrete		M^2	2118	12-99	2.1535	5.5%	2%	2.3281
Shenyang – 3	Main road of No. 1 Five Mile River	5 Wen An Road, He Ping District, Shenyang	Brick and concrete		Block	1	12-99	1.2271	5.5%	2%	1.3266
Shenyang – 4	Main door of new technical school	3 Xiaobei Street (Xiao Bei Jie), Dadong District	Brick and concrete		Block	1	12-99	0.7304	5.5%	2%	0.7896
Shenyang – 5	Flight team court	3 Xiaobei Street (Xiao Bei Jie), Dadong District	Concrete		M^2	2500	05-02	3.3632	5.5%	2%	3.6359
Subtotal of Shenyang								27.3942			29.6153
Dalian – 1	Road (warehosue – apron)	Bei Hang Dong Lu, Ganjingzi District, Dalian	Cement		M^2	960	11-98	1.0326	5.5%	2%	1.1163
Dalian – 2	Site (new region)	Bei Hang Dong Lu, Ganjingzi District, Dalian	Cement		M^2	15400	11-98	16.564	5.5%	2%	17.9070
Dalian – 3	Freight scarfolding	Bei Hang Dong Lu, Ganjingzi District, Dalian	Rack		M^2	2238	11-98	16.9049	5.5%	2%	18.2756
Dalian – 4	Cargo floor, car floor	Bei Hang Dong Lu, Ganjingzi District, Dalian	Cement		M^2	14600	11-98	15.7036	5.5%	2%	16.9769
Dalian – 5	Bridge	Bei Hang Dong Lu, Ganjingzi District, Dalian	Steel bar		M^2	352	11-98	8.0153	5.5%	2%	8.6652
Dalian – 6	Road within site	Bei Hang Dong Lu, Ganjingzi District, Dalian	Cement		M^2	16000	11-98	17.2094	5.5%	2%	18.6048
Dalian – 7	Apron	Bei Hang Dong Lu, Ganjingzi District, Dalian	Cement		M^2	1900	12-02	1.9719	5.5%	2%	2.1318
Dalian – 8	Drain cover	Bei Hang Dong Lu, Ganjingzi District, Dalian	Cement		M^2	3240	12-02	16.2222	5.5%	2%	17.5375
Dalian – 9	Freight gateway arch	Bei Hang Dong Lu, Ganjingzi District, Dalian	Steel	18*0.6*5.2m	Block	1	12-99	0.5289	5.5%	2%	0.5718
Subtotal of Dalian								94.1528			101.7869
Jilin	Tower of 12th brigade	Erdao Airport	Mixed	25 meter height	Block	1	01-86	0.8731	5.5%	2%	0.9439
Urumqi	Main door	General affairs department	Electric		Block	1	10-97	0.8953	5.5%	2%	0.9679
Total								123.3154			133.3140

Details of Pipes and Trenches lease - Xinjing, Northern China

number	Pipe name	Detailed address	Length (m)	Depth (m)	Thickness (m)	Material	Insulation method	Date of completion	Construction and installation unit price (RMB / m)	Percentage of brand new (%)	Unit price of replacement (RMB / m)	Annual rental (RMB0'000 / year)
Shenyang - 1	Five Mile River water supply	5 Wen An Road, He Ping District	590	1.5	DN150	Galvanized steel pipe		12-98	340.00	70	262	2.0054
Shenyang - 2	Five Mile River drainage	5 Wen An Road, He Ping District	659	1.8	DN600	Cement pipe		12-98	260.00	70	200	1.7098
Shenyang - 3	Five Mile River drainage	5 Wen An Road, He Ping District	2150	1.8	DN600	Cement pipe		01-98	260.00	70	200	5.5784
Shenyang - 4	Five Mile River heating network	5 Wen An Road, He Ping District	1040	1.2	200*9	Welded steel pipe		11-97	746.27	70	575	7.7578
Shenyang - 5	Five Mile River heating network	3 Wen An Road, He Ping District	2500	1.2	200	Welded steel pipe		12-97	82.00	70	63	2.0432
Subtotal of Shenyang												19.0946
Dalian – 1	Pipe network	Bei Hang Dong Lu, Ganjingzi District	20000	1.5	DN200	Cement pipe		08-97	240.00	70	185	48.0001
Dalian – 2	Outer wire	Bei Hang Dong Lu, Ganjingzi District	20000			Insulated copper wire		08-97	180.00	70	139	36.0650
Dalian – 3	Water supply	Bei Hang Dong Lu, Ganjingzi District	20000	1.5	DN150	Galvanized steel pipe		08-97	128.00	70	99	25.6865
Subtotal of Dalian												109.752
Jilin - 1	Heat supply project	Erdao Airport	3500	Underneath	219*7.5	Welded pipe	Rock wool	12-93	315.00	60	208	9.4443
Jilin – 2	Gas project	Erdao Airport	1250	Underneath	108*4	Mold iron	Anticorrosive paint	12-93	320.00	60	211	3.4216
Jilin – 3	Well	Erdao Airport	20	93	259	Mold iron	Anticorrosive paint	12-94	4750.00	60	3139	0.8145
Jilin – 4	Gas project	Erdao Airport	600	Underneath	108*4	Mold iron	Anticorrosive paint	07-97	320.00	70	247	1.9226
Subtotal of Jilin												15.603
Heilongjiang - 1	Drainage	Integrate building, pump	436	2.7	DN200	Mold iron		09-95	160.00	65	115	0.6505
Heilongjiang - 2	drainage	Station, sewage	118	2.7	DN150	Mold iron		09-95	160.00	65	115	0.1760
Heilongjiang – 3	Drainage		10	2.7	DN100	Mold iron		09-95	160.00	65	115	0.0149
Heilongjiang - 4	Drainage		326	2.7	DN200	Mold iron		09-95	160.00	65	115	0.4864
Heilongjiang - 5	Drainage		108	2.7	DN300	Mold iron		09-95	160.00	65	115	0.1611
Heilongjiang – 6	Water pipelines	Ring pipe network	980	2	DN150	Mold iron		06-95	120.00	65	86	1.0934
Heilongjiang – 7	Water pipelines	Ring pipe network	980	2	DN150	Mold iron		06-97	120.00	70	93	1.1824
Heilongjiang - 8	Drainage	Hangar	880	2.3	DN200	Mold iron		06-97	160.00	70	123	1.4042
Heilongjiang - 9	Heating network	Heat supply	140	1.5	D377*7	Concrete pipe		09-97	140.00	70	108	0.1961
Heilongjiang - 10	Heating network	Heat supply	530	1.5	D325*7	Heat preservation pipe		09-97	140.00	70	108	0.7426

Heilongjiang – 11	Heating network	Heat supply	220	1.5	D273*6	Heat preservation pipe	09-97	120.00	70	93	0.2654
Heilongjiang – 12	Heating network	Heat supply	660	1.5	D159*4.5	Heat preservation pipe	09-97	67.50	70	52	0.4452
Heilongjiang – 13	Heating network	Heat supply	420	1.5	D133*4	Heat preservation pipe	09-97	60.00	70	46	0.2506
Heilongjiang – 14	Heating network	Heat supply	240	1.5	D108*4	Heat preservation pipe	09-97	60.00	70	46	0.1432
Heilongjiang - 15	Heating network	Heat supply	220	1.5	D89*4	Heat preservation pipe	09-97	40.00	70	31	0.0884
Heilongjiang – 16	Heating network	Heat supply	460	1.5	D76*4	Heat preservation pipe	09-97	40.00	70	31	0.1850
Heilongjiang – 17	Steam pipeline	For hangar only	1110	1.5	D159*4.5	Heat preservation pipe	10-97	90.00	70	69	0.9936
Heilongjiang – 18	Steam pipeline	For hangar only	1110	1.5	D108*4	Heat preservation pipe	10-97	60.00	70	46	0.6624
Subtotal of Heilongjiang											9.1414
Bei e - 1	Heating network	89 Changjiang Road	110	1.02	80*4	Heat preservation pipe	10-99	40.00	75	33	0.0417
Bei e – 2	Water pipelines	89 Changjiang Road	110	1.2	50*3.5	Heat preservation pipe	10-99	35.00	75	29	0.0414
Bei e – 3	Sewage and drainage	89 Changjiang Road	127.4	1.85	150	Mold iron	01-99	100.00	75	83	0.1372
Bei e – 4	Septic	89 Changjiang Road	2		6*4*4	concrete	01-99	8,714.00	75	7197	0.1867
Bei e – 5	septic	89 Changjiang Road	1		4*2*4	Concrete	01-99	4,357.00	75	3599	0.0467
Bei e – 6	Sewage and drainage	89 Changjiang Road	60	1.85	150	Mold iron	01-99	100.00	75	83	0.0646
Bei e – 7	Sewage and drainage	89 Changjiang Road	70	2	200	Mold iron	01-99	120.00	75	99	0.0899
Bei e – 8	Inspection well	89 Changjiang Road	18	2.3		Brick	01-99	21,000.00	75	17345	4.0503
Bei e – 9	Rain water drainage	89 Changjiang Road	350		200	Cement pipe	05-00	120.00	75	99	0.4495
Bei e – 10	outfall	89 Changjiang Road	14		1.2*0.6*1	Concrete	05-00	1,500.00	75	1239	0.2251
Bei e – 11	Fire control network	89 Changjiang Road	330	3.2		Steel pipe	10-99	95.00	75	78	0.3339
Bei e – 12	To pipeline	Boiler room	96.1	2.5	200	Mold iron	09-96	120.00	70	93	0.1159
Bei e – 13	To pipeline	Garage	230	2.5	150	Mold iron	09-96	100.00	70	77	0.2297
Bei e – 14	To pipeline	Garage	136	2.5	100	Mold iron	09-96	80.00	70	62	0.1094
Bei e – 15	To pipeline	Garage	56	2.5	75	Mold iron	09-96	60.00	70	46	0.0334
Bei e – 16	To pipeline	Catering, boiler room	72.5	2	50	Steel pipe	09-96	30.00	70	23	0.0216
Bei e – 17	To pipeline	Room, garage	435	2.4	200	Steel concrete	09-96	120.00	70	93	0.5249
Bei e – 18	To pipeline	Room, garage	20	2	125	Steel pipe	09-96	80.00	70	62	0.0161
Bei e – 19	To pipeline	Room, garage	5	2	80	Steel pipe	09-96	60.00	70	46	0.0030
Bei e – 20	drainage	Integrate building	436	2.7	200	Mold iron	09-95	120.00	70	93	0.5261
Bei e – 21	drainage	Sewage	118	2.7	150	Mold iron	09-95	100.00	70	77	0.1178
Bei e – 22	drainage	Treatment plant	10	2.7	100	Mold iron	09-95	80.00	70	62	0.0080

Bei e – 23	drainage		326	3	200	Mold iron	09-95	120.00	70	93	0.3933
Bei e – 24	drainage		108	5.5	300	Mold iron	09-95	150.00	70	116	0.1625
Bei e – 25	Water pipeline	Ring pipe network	980	2	150	Mold iron	06-97	100.00	70	77	0.9789
Bei e – 26	Water pipeline	Ring pipe network	1040	2	200	Mold iron	06-97	120.00	70	93	1.2547
Bei e – 27	Drainage	Hangar, pumping station	880	2	200	Concrete	06-97	120.00	70	93	1.0617
Bei e – 28	Heat network	Heat supply	140	1.5	377*7	Heat preservation pipe	09-97	140.00	70	108	0.1961
Bei e – 29	Heat network	Heat supply	530	1.5	325*7	Heat preservation pipe	09-97	120.00	70	93	0.6395
Bei e – 30	Heat network	Heat supply	220	1.5	273*6	Heat preservation pipe	09-97	140.00	70	108	0.3082
Bei e – 31	Heat network	Heat supply	600	1.5	159*4.5	Heat preservation pipe	09-97	45.00	70	35	0.2724
Bei e – 32	Heat network	Heat supply	420	1.5	133*4	Heat preservation pipe	09-97	40.00	70	31	0.1689
Bei e – 33	Heat network	Heat supply	240	1.5	108*4	Heat preservation pipe	09-97	40.00	70	31	0.0965
Bei e – 34	Heat network	Heat supply	220	1.5	89*4	Heat preservation pipe	09-97	40.00	70	31	0.0884
Bei e – 35	Heat network	Heat supply	460	1.5	76*4	Heat preservation pipe	07-97	40.00	70	31	0.1850
Bei e – 36	Steam pipeline	For hangar only	1110	1.5	159*4.5	Heat preservation pipe	10-97	90.00	70	69	0.9936
Bei e – 37	Steam pipeline	For hangar only	1110	1.5	108*4	Heat preservation pipe	10-97	80.00	70	62	0.8928
Bei e – 38	Cable channel		500	1	800		10-98	110.00	75	91	0.5903
Bei e – 39	Cable channel		500	1	800		10-98	110.00	75	91	0.5903
Subtotal of Bei e											16.2514
Total											169.842

Details of land lease – Airline catering and services

Serial number	Land use number	Land use Name	Land user on valuation reference date	Certificate no. of land property	Land use location	Land use terms by valuation (years)	Area of Land (m^2)	Gross net income of land (RMB0'000 / year)	Unit price of land use tax (RMB / year)	Tax rate of business tax (based on gross rental)	Rate of management fee (based on gross rental)	Annual Land Rental (RMB0'000 / year)
1	Liao – Shenyang – shou - 1	Land use For Measurement and catering	China Southern Airlines Company Limited	Dong Ling Gao Yong (2004) No. 02506	Taoxian, Dongling district, Shenyang	43.2	5156.6	16.0296	2.0000	5.5%	2.5%	18.5445
2	Xin – Urumqi – shou – 1	Airline catering	China Southern Airlines Company Limited	Niao Gao Yong (2004) No. 0008754	46 Yingbin road, New City	42.1	14269.36	46.8102	1.5	5.5%	2.5%	53.2072
3	Hei – Harbin – shou -1	Airline catering	China Southern Airlines Company Limited	Har Gao Yong (2004) No. 16344	Yanjiagang Airport, Hang District	43.3	6962	23.6809	2.0000	5.5%	2.5%	27.2536
4	Liao – Dalian – chu - 1	Dalian North-based International Building	Dalian North-based International Building, Free Trade Zone, Dalian	Free Trade Zone Gao Yong (01) No. 4002	Storage and Procession zone, Free Trade Zone, Dalian	32.7	7752	192.8074	6.0000	5.5%	2.5%	214.6289
Total							34139.96	279.3281				313.6342

Details of Building lease – Airline Catering and services

Serial number	Building name	Use	Detailed address	structure	No. of floor	Lettable area (m^2)	Date of completion	Annual net income of property (RMB0'000 / year)	Property insurance (RMB / year)	Property tax	Business tax	Management fee	Property Annual rental (RMB0'000 / year)
Shenyang	Third production building	Office	3 Xiaobei Street (Xiao Bei Jie), Dadong District	Brick and concrete	5	1,123.00	1983-12-1	9.3187	0.1932	12%	5.5%	2%	11.7251
Subtotal of Shenyang						1,123.00		9.3187					11.7251
Dalian – 1	Integrated maintenance building	Office	Bei Hang Dong Lu, Ganjingzi District, Dalian	Frame	5	198.42	1998-11-1	1.591	0.0376	12%	5.5%	2%	2.1255
Dalian – 2	Integrated Operations building	Office	65 Ying Ke Raod, Ganjingzi District, Dalian	Frame	5	638.00	1998-11-1	5.7255	0.1354	12%	5.5%	2%	7.2615
Dalian – 3	Customs control room	Office	Bei Hang Dong Lu, Ganjingzi District, Dalian		1	4,400.00	2004-6-30	35.894	0.8659	12%	5.5%	2%	44.7379
Dalian – 4	North-based International Building	Office	Warehousing and processing zone, Free Trade Zone, Dalian	Brick and concrete	6	8,201.76	2000-4-1	74.0672	1.7617	12%	5.5%	2%	92.1580
Subtotal of Dalian						13,438.18		117.28					146.28
Changchun	Gas station	Gas station	Erdao Airport	Mixed	1	159.00	1998-12-1	0.6667	0.0158	12%	5.5%	2%	0.9774
Subtotal of Changchun						159.00		0.67					0.98
Harbin – 1	Integrated office building	Office	1st and 2nd floor, 1 Ping Shun Street	Frame	2	268.72	1990-12-1	1.4019	0.0334	12%	5.5%	2%	1.8906
Harbin - 2	Garage	Garage	Harbin Taiping International Airport	Brick and concrete	1	227.75	1994-12-1	1.215	0.0282	12%	5.5%	2%	1.6584
Subtotal of Dalian						496.47		2.62					3.55
Bei e – 1	Maintenance building	Office	Harbin Taiping International Airport	Brick and concrete	3	172.79	1977-12-1	0.6961	0.0127	12%	5.5%	2%	1.0138
Bei e – 2	Garage	Garage	Harbin Taiping International Airport	Brick and concrete	1	69.80	1994-12-1	0.2374	0.0055	12%	5.5%	2%	0.4440
Bei e – 3	Garage	Garage	Harbin Taiping International Airport	Brick and concrete	1	157.95	1996-12-1	0.5703	0.0134	12%	5.5%	2%	0.8575
Subtotal of Bei e						400.54		1.50					2.32
Urumqi – catering - 1	Catering truck garage	office	46 Yingbin road, New City	brick and concrete	1	417.57	1994-7-1	2.2298	0.0515	12%	5.5%	2%	2.9190
Urumqi – catering – 2	Catering area (25 items)	office	46 Yingbin road, New City	Brick and concrete	3	3,300.00	1999-12-31	65.1615	1.5484	12%	5.5%	2%	81.0950
Urumqi – catering – 3	Catering room	office	46 Yingbin road, New City	Brick and concrete	1	800.00	1994-12-1	13.4733	0.3122	12%	5.5%	2%	16.8861
Urumqi – catering – 4	Catering area	office	46 Yingbin road, New City	Brick and concrete	1	789.28	1986-12-1	2.9001	0.0627	12%	5.5%	2%	3.7517
Urumqi – catering – 5	Catering area (2nd phase)	office	46 Yingbin road, New City	Brick and concrete	2	1,254.00	1992-12-1	4.8593	0.1111	12%	5.5%	2%	6.1855
Urumqi – catering – 6	Gas room	office	46 Yingbin road, New City	Brick and concrete	1	100.00	1999-12-1	0.4345	0.0103	12%	5.5%	2%	0.6888
Subtotal of airline catering of Urumqi						6,660.85		89.06	2.10				111.53
Total						22,278.04		220.44	2.10				276.3758

Details of Buildings and other ancillary facilities lease – Airline catering and services

Serial number	Building name	Detailed address	structure	Size	Measurement unit	quantity	Date of completion	Annual net income (RMB'000 / year)	Business tax rate	Management fee rate	Annual rental (RMB'000 / year)
Urumqi – catering – 1	Enclosures door of supplies department of plane	Airline catering company	electric	B6.h1.8m	piece	1	12-00	2.73	5.5%	2%	2.9514

Asset Lease Agreement

This agreement was entered into in Guangzhou between parties as follows on ●:

Party A: China Southern Air Holding Company (the "Lessor")
At:
Legal representative:

Party B: China Southern Airlines Company Limited (the "Lessee")
At:
Legal representative:

Whereas, there are development needs of Party B, the parties hereto agree, after amicable consultations, on matters relating to leasing of properties of Party A to Party B as follows:

Clause 1 Commitments

1. Party A is a validly existing Chinese company licensed by administrative department of business administration authorities under related requirements of laws and regulations of China and the obligation of annual inspection has been performed in compliance with related requirements.
2. Party A lawfully owns the complete legal title of the properties as listed in the annex 1 hereto.
3. Party B is a validly existing Chinese company licensed by administrative department of business administration authorities under related requirements of laws and regulations of China and the obligation of annual inspection has been performed in compliance with related requirements.

Clause 2 Leasing properties

Party B shall lease from Party A properties as listed in the annex 1 hereto where rentals thereof shall be determined by the parties hereto under a equitable and fair principle not higher than average rental in the same area and lot.

Clause 3 Term of this agreement

The parties hereto agree that term of the leasing be three year commencing from 1 January 2012 and ending on 31 December 2012 where upon expiry such parties may determine on termination or renewal thereof according to actual situations.

Clause 4 Rights and obligations

(I) Rights and obligations of Party A

1. The rentals shall be collected in accordance herewith where invoice thereof shall be issued within 15 business days from the date on which rental to be paid by Party B become due;
2. The leasing properties shall be delivered to Party B for its use in a timely manner as stipulated hereunder;
3. Periodic safety inspection of and repair expenses arising from ordinary wear and tear of main structures of the properties as listed in the annex 1 hereto shall be borne by Party A; and
4. Property tax and land use tax on properties as listed in the annex hereto shall be borne by Party A.

(II) Rights and obligations of Party B

1. The rentals shall be paid in a timely manner to Party A in accordance herewith quarterly where one-fourth of rentals of the year shall be paid by Party B before the 15^{th} date of the first month of every quarter.
2. Utilities and other expenses related to property management occurring during the term hereof shall be borne by Party B;
3. Party B shall submit declaration of and pay on behalf of Party A property tax and land use tax (excluding Guangzhou area) in accordance with related requirements of local tax authorities which shall be borne and reimbursed by Party A to Party B, settled quarterly and annually respectively, within 15 business days from provision of original of tax payment proof and an asset list included in tax returns; and
4. Responsible for the other routine maintenance and repair of the natural damage of the non-building main structure of the leased assets in Hengyang and Shashi during the leasing period
5. Such properties, including their ancillary facilities, shall be utilized strictly as use thereof with care and ordinarily and no dangerous materials such as inflammable and explosive articles shall be illegally placed within such properties.

Clause 5 Transaction cap

The parties hereto agree that annual rent shall be RMB35,924,400, details of which are described in the annex hereto.

Clause 6 Force majeure

1. Where the parties hereto become unable to perform this agreement due to force majeure, such parties are not liable to such non-performance and this agreement shall be terminated automatically. Where any part hereof become unable to be performed due to the same, obligations under such part on the party to whom the same occurs shall be exempted according to effect of the same, provided that such other part as not affected thereby shall be performed and that no liability of default prior to occurrence of the same shall be exempted.

   Force majeure represents objective situations impossible to be foreseen, avoided or overcome, including, without limitation, wars, epidemics, strikes, earthquakes and floods.
2. Any party unable to perform this agreement due to force majeure shall inform the other party in a timely manner within 48 hours therefrom in order to minimize loss to such other party and provide proof thereof within 15 business days, provided that such time limits may be extended according to actual situations if such party fails to do so with reasonable explanation.

Clause 7 Settlement of disputes

Any dispute arising from entering into or performing this agreement shall be resolved through amicable consultation between the parties hereto and, if cannot be so resolved, may be brought by any party to the People's court with jurisdiction.

Clause 8 Miscellaneous

(I) This agreement shall be effective from the date of execution;

(II) Any matter not mentioned herein shall be stipulated in a separate supplemental agreement which shall have the same effect hereas; and

(III) This agreement is of six copies of the same effect, each party shall hold three of which.

[seal]
Party A: China Southern Air Holding Company
Legal representative: [s.d.]

[seal]
Party B: China Southern Airlines Company Limited
Legal representative: [s.d.]

Annex 1: Rent summary table

Unit:'0000

No.	Region	Annual rent
1	Wuhan	1,746.22
2	Shashi	19.75
3	Changsha	163.21
4	Seaport	302.81
5	Zhanjiang	48.32
6	Guangzhou	1,296.38
7	Hengyang	15.75
Total		3,592.44

Rent table of properties and buildings

No.	Title certificate No.	Name of buildings	Structure	Completion Date	Measurement units	Construction area/volume	Annual rent(yuan/year)	Note
Wuhan								
1		Maintenance hangar	Wire frame	1994-12-1	m^2	5,561.00	697,269.00	
2		Maintenance plant office	Mixed	1994-12-1	m^2	1,348.00	74,594.00	
3		Maintenance plant supplies building	Mixed	1994-12-1	m^2	2,200.00	121,741.00	
4		Charging stations	Mixed	1994-12-1	m^2	212.00	10,926.00	
5		Fire pump room	Mixed	1994-12-1	m^2	142.00	7,319.00	
6		Substation	Mixed	1994-12-1	m^2	222.00	11,443.00	
7		Aircraft materials building	Mixed	1994-12-1	m^2	767.00	43,207.00	
8		Aircraft materials parts warehouse	Framework	1994-12-1	m^2	1,600.00	123,732.00	
9		Engine warehouse	Framework	1994-12-1	m^2	860.00	66,506.00	
10		Oil seal room	Mixed	1994-12-1	m^2	154.00	7,937.00	
11		Rubber product warehouse	Mixed	1994-12-1	m^2	216.00	11,133.00	
12		chemicals warehouse	Mixed	1994-12-1	m^2	123.00	6,340.00	
13		Extinguisher cleaning and sand blowing plant	Mixed	1994-12-1	m^2	167.00	8,608.00	

14		Cargo warehouse	Framework	1994-12-1	m^2	1,727.00	133,553.00
15		Outfield workplace	Mixed	1994-12-1	m^2	1,335.00	73,399.00
16		Flight dispatched Room	Mixed	1994-12-1	m^2	2,575.00	150,433.00
17		Aviation food plant	Mixed	1994-12-1	m^2	1,357.00	74,609.00
18		Special garage(level 1)	Mixed	1994-12-1	m^2	2,193.00	113,028.00
19		Gas station	Mixed	1994-12-1	m^2	1,946.99	94,983.00
20	Wuhan Quan Zhèng Shì Zì No.200003249	Activity center	Framework	1997-10-31	m^2	2,044.00	197,437.00

21	Wuhan Quan Zhèng Shì Zì No.200003249	Garage	Mixed	1997-10-31	m^2	179.00	10,481.00
22	Wuhan Quan Zhèng Shì Zì No.200003249	Aircrew kitchen	Mixed	1997-10-31	m^2	1,470.30	86,096.00
23	Wuhan Quan Zhèng Shì Zì No.200003249	Bank	Mixed	1997-10-31	m^2	124.60	7,296.00
24		Flight building(former boiler room)	Mixed	1997-10-31	m^2	1,602.00	93,808
25		Cabin, SOC office building (former Kindergarten)	Mixed	1997-10-31	m^2	2,395.00	140,243.00
26		Repair center, Security Department	Mixed	1997-10-31	m^2	507.00	29,688.00
27		Pumping station	Mixed	1994-12-1	m^2	313.00	16,133.00
28		Ventilation station facade	Mixed	1994-12-1	m^2	136.00	7,009.00
Shashi							
1	Jingzhou Fang Quan Zheng Sha Zi No.200301595	South near station	Brick and wood	1994-12-1	m^2	87.19	1,459.00
2		South far station	Brick and wood	1988-3-1	m^2	180.00	4,113.00
3	Jingzhou Fang Quan Zheng Sha Zi No.200301605	Ticket office	Mixed	1999-12-1	m^2	326.70	18,678.00
4	Jingzhou Fang Quan Zheng Sha Zi No.200301585	North near station	Mixed	1974-12-1	m^2	64.71	2,104.00

5	Jingzhou Fang Quan Zheng Sha Zi No.200301596	North far station	Mixed	1988-3-1	m^2	197.89	8,719.00
6	Jingzhou Fang Quan Zheng Sha Zi No.200301606	Airport gatehouse	Mixed	1982-11-1	m^2	80.42	3,139.00
7	Jingzhou Fang Quan Zheng Sha Zi No.200301606	Base office building	Mixed	1978-2-1	m^2	924.70	31,725.00
8	Jingzhou Fang Quan Zheng Sha Zi No.200301586	Communications building	Mixed	1993-9-1	m^2	555.92	41,593.00
9	Jingzhou Fang Quan Zheng Sha Zi No.200301606	Office building toilet	Mixed	1990-12-1	m^2	36.99	1,747.00
10	Jingzhou Fang Quan Zheng Sha Zi No.200301582	Comprehensive warehouse	Mixed	1977-12-1	m^2	420.27	14,419.00
11	Jingzhou Fang Quan Zheng Sha Zi No.200301584	Convoy office	Mixed	1989-12-1	m^2	236.44	10,910.00
12	Jingzhou Fang Quan Zheng Sha Zi No.200301584	Convoy carport	Mixed	1974-12-1	m^2	657.10	20,781.00
13	Jingzhou Fang Quan Zheng Sha Zi No.200301584	Small garage	Mixed	1983-3-1	m^2	73.98	2,888.00
14	Jingzhou Fang Quan Zheng Sha Zi No.200301601	Power station	Mixed	1993-9-1	m^2	422.60	21,316.00
15	Jingzhou Fang Quan Zheng Sha Zi No.200301583	Eastern carport	Mixed	1971-12-1	m^2	244.36	7,101.00
16	Jingzhou Fang Quan Zheng Sha Zi No.200301583	Old cadres office	Mixed	1975-12-1	m^2	110.35	3,587.00
17	Jingzhou Fang Quan Zheng Sha Zi No.	Staff activity room	Mixed	1981-12-1	m^2	85.56	3,257.00
Changsha							
1	Chang Fang Quan Zheng Huang Hua Zi No.00008964	Fire Services building	Reinforced concrete	1990-1-1	m^2	1,377.54	100,073.00

2	Chang Fang Quan Zheng Huang Hua Zi No.00008961	Airport Building No. 2	Mixed	1991-1-1	m^2	450.32	24,829.00	
3	Chang Fang Quan Zheng Huang Hua Zi No.00008965	Airport Building No. 11	Mixed	1993-1-1	m^2	1,273.70	71,748.00	
4	Chang Fang Quan Zheng Huang Hua Zi No.00008966	Airport Building No. 12	Mixed	1993-1-1	m^2	1,968.86	110,907.00	
5	Chang Fang Quan Zheng Huang Hua Zi No.00008963	Airport Building No. 13	Mixed	1993-1-1	m^2	1,771.83	99,808.00	
6	Chang Fang Quan Zheng Kai Fu Zi No.00141347	Local building No. 1podium building	Reinforced concrete	2001-4-4	m^2	5,694.01	1,107,614.00	Land rent included
Haikou								
1	Haikou Shi Fang Quan Zhèng Hai Fang Zi No.48076	Former ticket office	Mixed	1973-1-1	m^2	1219.08	2,045,160.00	Land rent included
2	Haikou Shi Fang Quan Zhèng Hai Fang Zi No.40606	Haikou Nanxing Mansion	Reinforced concrete	1993-1-1	m^2	3047.5	782,040.00	Land rent included
3		Haikou Yunyan Mansion	Reinforced concrete	1994-1-1	m^2	497.31	200,880.00	Land rent included

Zhanjiang								
1	Yue Fang Zi No.4208605	Potou Airport office	Mixed	1986-1-1	m^2	308.29	15,021.00	
2	Yue Fang Zi No.1385131	Aircrew dormitory	Mixed	1980-1-1	m^2	402.49	13,115.00	
3	Yue Fang Zi No.1385130	Ground crew dormitory	Mixed	1980-1-1	m^2	402.49	13,115.00	
4	Yue Fang Di Zheng Zi No.1509639, No.1509641, No.1509642	45# dormitory	Mixed	1998-1-1	m^2	728.44	36,030.00	
5	Yue Fang Zi No.1385119	Aircraft materials warehouse	Mixed	1983-1-1	m^2	229.12	7,800.00	
6	Yue Fang Zi No.1385157	Integrated warehouse	Mixed	1983-1-1	m^2	229.12	7,800.00	
7		Old hangar	Mixed	1980-1-1	m^2	1207.00	42,108.00	
8	Yue Fang Zi No.1385766	Charging room	Mixed	1983-1-1	m^2	94.87	3,230.00	
Guangzhou								
1	Yue Fang Di Quan Zheng Sui Zi No.0140045584	Ticket office	Reinforced concrete	1978-1-1	m^2	3,991.52	2,034,252.00	Land rent included
2		Air security department office	Reinforced concrete	1988-1-1	m^2	914.00	83,221.00	
3		Vehicle repair plant(Flight service)	Reinforced concrete	1980-1-1	m^2	800.00	163,200.00	Land rent included
4	Sui Fang Di Zheng Zi No.0423921	Gangbei Road Hotel	Reinforced concrete	1998-1-1	m^2	11,485.40	5,840,028.00	Land rent included
Hengyang							5,700.00	
Total						76,274.96	**15,424,166.00**	

Rent table of buildings

No.	Name	Structure	Completion date	Length (m)	Width (m)	Height/ depth (m)	Measurement units	Area (m^2) or Volume (m^3)	Assessed value			Annual rent (yuan/year)
									Original value	Newness rate	Net value	
Wuhan												
1	Fire services pool	Reinforced concrete	1994-12-1	20	10	2	m^2	400	140,000.00	58	81,200.00	7,426.00
Total									140,000.00		81,200.00	**7,426.00**

Rent table of land

No.	No. of land title certificate	Name of land parcel	Use	Nature	Area(m2)	Annual rent(yuan/year)	Note
Wuhan							
1	Wu Guo Yong (2005) No.0414	Office building	Other commercial land	Authorized operation	34,841.65	13,911,230.00	Apportioned area
2	Wu Guo Yong (2003) No.666	Bachelor quarters	Urban mixed residential land	Allocate	3,240.63	1,124,551.00	Rent reduction
3	Huang Bei Guo Yong (2004) No.1661	Gas station	Industrial	Authorized operation	9,800.00	-	
Changsha							
1	Chang Guo Yong (2004) No.118	Fire Services building	Transportation land	Authorized operation	5,228.00	117,143.00	Value included in Changsha building No.6
2	Kai Guo Yong (2000) No.1651	Warehouse 1	Warehouse	Transfer	14.23		Value included in Changsha building No.6
3	Kai Guo Yong (2000) No.1652	Warehouse 2	Warehouse	Transfer	14.23		Value included in Changsha building No.6
4	Kai Guo Yong (2000) No.1653	Warehouse 3	Warehouse	Transfer	14.23		Value included in Changsha building No.6
5	Kai Guo Yong (2000) No.1654	Warehouse 4	Warehouse	Transfer	14.23		Value included in Changsha building No.6
6	Kai Guo Yong (2000) No.1655	Base building No. 1 podium building	Canteen	Transfer	157.37		Value included in Changsha building No.6

7	Kai Guo Yong (2000) No.1656	Base building basement	Other public facilities such as power distribution	Transfer	795.86		Value included in Changsha building No.6
Haikou							
1	Haikou Shi Guo Yong (Ji) Zi No.Q2456	Land of former box office	Commercial services land	Allocate	216.19		Value included in Haikou building No.1
2	Haikou Shi Guo Yong (Ji) Zi No.Q2572	Land of Nanxing Mansion	Commodity building land	Transfer	534.00		Value included in Haikou building No.2
Zhanjiang							
1	Zhan Guo Yong (2004) No.40005	Potou Heliport	Transportation	Authorized operation	18,139.19	345,003.00	
Guangzhou							
1	Sui Fu Guo Yong (2007) No.01300095	Flight department, training Center (land parcel 14-1)	Transportation	Allocate	31,347.300	1,759,722.00	

2	Sui Fu Guo Yong (2007) No.01300086	Aircraft materials warehouse area land (land parcel 8-1)	Transportation	Allocate	16,382.00	919,636.00	Apportioned area
3	Sui Fu Guo Yong (2007) No.01300089	Communication department garage (land parcel 12-1)	Transportation	Allocate	4,978.00	280,472.00	
4	Sui Fu Guo Yong (2007) No.01300090	Southern Airlines collective dormitory (204, 275#) (land parcel 13-1)	Transportation	Allocate	2,306.00	129,928.00	
5		Southern Airlines collective dormitory (280#)	Transportation	Allocate	521.00	29,141.00	
6	Sui Fu Guo Yong (2007) No.01300093	Company sites of Nanlian Catering (land parcel 19-1)	Transportation	Allocate	21,749.00	1,216,464.00	
7	Sui Fu Guo Yong (2007) No.01300091	Aircraft maintenance company plant	Transportation	Allocate	9,012.30	507,766.00	Apportioned area
8	Sui Fu Guo Yong (2007) No.01300097	Train station ticket office	Commercial land	Allocate	2,634.00		Value included in Guangzhou building No.1
Heng Yang						151,800.00	
Total						20,492,856.00	

Tenancy Contract

Party A (Lessor): China Southern Air Holding Company

Party B (Lessee) : China Southern Airlines Company Limited

Given the properties owned by China Southern Air Holding Company and its wholly owned subsidiaries in various cities in China, China Southern Airlines Company Limited agreed to rent some of which as office premises. Upon negotiation by both parties, China Southern Air Holding Company, on behalf of its wholly owned subsidiaries, entered into this contract with China Southern Airlines Company Limited with regards to the relevant tenancy:

Article 1 Location, Size and Rental

Upon negotiation by both parties, the annual rental fee shall be RMB 4,436,600.00. See Appendix of this contract and this contract for details. Such price was determined by both parties on a fair and reasonable basis and based on fair market rate, and will be no higher than the price and charging standard offered by other independent third parties.

Article 2 Lease Term

The lease term of the premise in the preceding provision shall be 2 years effective from 1 January 2012.

Article 3 Rental Payment

Rental payment, provided by Party B to Party A half-annually, shall be settled within 15 days from the start date of a half-year period by bank remittance. Upon receipt of payment, Party A shall issue a receipt of the respective amount.

Article 4 Change of Lessor and Lessee

1. Where Party A requires transferring its rights and obligations hereunder to a third party within the contract period, no agreement from Party B shall be required albeit Party A shall inform Party B about such issue. A third party agent, upon delegation from Party A, shall immediately become the new Party A hereof, entitled to the rights and liable for the obligations of the original Party A.

2. Party B shall not transfer its rights of the leased property to any third party without agreement from Party A during the term hereof. The third party which obtained the agreement of Party A regarding the property use rights shall immediately become the new Party B hereof, entitled to the rights and liable for the obligations of the original Party B.

Article 5 Obligations of Party A

1. In the event of failure of Party A to provide the premises leased to Party B on schedule stipulated herein, Party A shall provide Party B a default fine equivalent to 5% of the amount of rental during such delayed period and return the submitted rental payment of such delayed period to Party B.

2. Party B shall be responsible for the maintenance, and Party A shall be responsible for the repair of significant natural damage of the leased property and attached facilities, such as elevator, drainage system, power supply and security facilities. In the event of significant natural damage endangering general order of work without the receiving repairs from Party A, Party B may elect to terminate this tenancy and repair on behalf of A, and, in such case, the invoice of the repairing costs may be distressed for rent.

3. Party A shall compensate for the loss(es) of Party B arising from situation described in the preceding clause.

4. Where Party A requires redemption of the property for its own use during the tenancy period, the party shall terminate this contract providing 3 months prior written notice and a default fine equivalent to 5% of the total amount of rental payments for the remaining term to Party B.

5. Should there be any laws, regulations or administrative orders requiring contribution, fully or partially, the rental payments received by Party A from Party B, Party A shall be liable to comply such laws, regulations or administrative orders. In the event of any loss(es) in Party B arising from violation of Party A of the forementioned requirements, Party A shall fully compensate Party B on such loss(es).

6. The property taxes of the assets set out in the Appendix of this agreement shall be borne by Party A.

Article 6 Obligations of Party B

1. Party B shall pay rental fees pursuant to this contract. In the event of overdue rentals, an overdue fine equivalent to 0.1% of the amount of payable rental shall be paid daily. In case of an overdue exceeding 3 months, Party A may repossess the premise and take actions against all rentals and overdue fines in due.

2. Where Party B requires a termination of tenancy due to extraordinary circumstances such as change of office premier during the tenancy period, the party shall terminate this contract giving 3 months prior notice and default fines (equivalent to 5% of the total rental amount in the remaining term) to Party A. Should Party B sublease the premier, the party shall report to Party A for record.

3. Party B accepts the commission by Party A, according to the relevant provisions of the local tax authorities to declare and pay property taxes. The tax payment is borne by Party A, and the property taxes is settled on quarterly basis. Party A shall refund to Party B within 15 working days upon receipt of the duty-paid original certificate provided by Party B.

4. Party B shall not alter the building structure and use of the premise without obtaining prior agreement from Party A during the tenancy period. In case of any damages to the premise and attached facilities due to deliberate or negligent reasons of Party B, the party shall be responsible for recovering or providing compensation. Renovation should start only after obtaining agreement from Party A. Fixture added during renovation of Party B could be traded to Party A in returning the premise upon contractual expiration, or removed subject to set-up recovery.

5. Upon expiration or termination of this contract, Party B shall return the premise within 1 month thereafter and settle rental payments according to actual days of use. Any belongings left in the premise thereafter shall be deemed as abandoned by Party A and shall be handled by Party A.

6. Where Party B remains in the premise after the returning period upon expiration or termination of this contract, the party shall compensate for the loss (es) of Party A arising therefrom. Where necessary, Party A may file legal processing or apply for enforcement in the local people's court.

7. All utility fees and environmental and garbage collection fees during the tenancy period shall be borne by Party B.

Article 7 Extension of Term

This contract shall not be automatically renewed. Both parties are liable to notify the other party in written form regarding the extension of such tenancy 3 months prior to expiration. Should both parties agree to continue such contract, a new contract shall be entered.

Article 8 Exemption of Liabilities

In case of damages on the premise caused by force majeure during the term hereof, this contract shall be terminated automatically. None of the parties shall be liable thereof.

Article 9 Resolution of Disputes

Any dispute arising from this contract shall be resolved by negotiation of the disputing parties. Either party shall have the right to prosecute a lawsuit in the people's court upon failure of resolving by negotiation.

Article 10 Others

For issues not stipulated in this contract, both parties may sign a supplement agreement which constitutes as part of this contract.

This agreement shall be made out in quadruplicate with each party holding two copies of each.

Party A: China Southern Air Holding Company Limited

Party B: China Southern Airlines Company

Authorized representative: (Seal and Signature)

Authorized representative: (Seal and Signature)

Rent table of properties and buildings

No.	Title certificate No.	Name of buildings	Location	Structure	Completion Date	Measurement units	Construction area/volume	Annual rent(yuan/year)
Harbin								
1	Ha Fang Quan Zheng Kai Guo Zi No.00059343	Harbin Songshan garage	Garage 1/F, Songshan Road, Nangang District, Harbin	Brick and concrete	########	m^2	809.22	22.17
Changchun								
1		Changchun Er Dao telephone station	No.5038 Jilin Road, Changchun, Jilin	Brick and concrete	1991-1-1	m^2	450.00	2.12
Dalian								
1		Dalian Hong Gang District Restaurant	No.197-8 Honggang Road, Ganjingzi District, Dalian	Framework	2002-6-11	m^2	694.00	8.54
Beijing								
1		1/F and 3/F of Beijing Southern Airlines Hotel		Reinforced concrete	2001-11-1	m^2	1,393.00	397.17
Shanghai								
1	Hu Fang Di Min Zi (1997) 009183	Staff dormitory of Shanghai office	No.14 Hanghua Yi Cun Yijiefang	Mixed	1994-5-1	m^2	406.62	13.66
Total								443.66

Lease Agreement of Nanyang Base Assets

This agreement was entered into in Guangzhou between parties as follows on 24 January 2013:

Party A: China Southern Air Holding Company (the "Lessor")
At:
Legal representative:

Party B: China Southern Airlines Company Limited (the "Lessee")
At:
Legal representative:

Whereas, there are development needs of Party B, the parties hereto agree, after amicable consultations, on matters relating to leasing of properties of Party A to Party B as follows:

Clause 1 Commitments

1. Party A is a validly existing Chinese company licensed by administrative department of business administration authorities under related requirements of laws and regulations of China and the obligation of annual inspection has been performed in compliance with related requirements.
2. Party A lawfully owns the complete legal title of the properties as listed in the annex hereto.
3. Party B is a validly existing Chinese company licensed by administrative department of business administration authorities under related requirements of laws and regulations of China and the obligation of annual inspection has been performed in compliance with related requirements.

Clause 2 Leasing properties

Party B shall lease from Party A properties as listed in the annex hereto where rentals thereof shall be determined by the parties hereto under a equitable and fair principle not higher than average rental in the same area and lot.

Clause 3 Term of this agreement

The parties hereto agree that term of the leasing be one year commencing from 1 January 2012 and ending on 31 December 2012 where upon expiry such parties may determine on termination or renewal thereof according to actual situations.

Clause 4 Rights and obligations

(I) Rights and obligations of Party A

1. The rentals shall be collected in accordance herewith where invoice thereof shall be issued within 15 business days from the date on which rental to be paid by Party B become due;
2. The leasing properties shall be delivered to Party B for its use in a timely manner as stipulated hereunder;
3. Periodic safety inspection of and repair expenses arising from ordinary wear and tear of main structures of the properties as listed in the annex hereto shall be borne by Party A; and
4. Property tax and land use tax on properties as listed in the annex hereto shall be borne by Party A.

(II) Rights and obligations of Party B

1. The rentals shall be paid in a timely manner to Party A in accordance herewith quarterly where one-fourth of rentals of the year shall be paid by Party B before the 15th date of the first month of every quarter.
2. Utilities and other expenses related to property management occurring during the term hereof shall be borne by Party B;
3. Party B shall submit declaration of and pay on behalf of Party A property tax and land use tax in accordance with related requirements of local tax authorities which shall be borne and reimbursed by Party A to Party B, settled quarterly and annually respectively, within 15 business days from provision of original of tax payment proof and an asset list included in tax returns; and
4. Such properties, including their ancillary facilities, shall be utilized strictly as use thereof with care and ordinarily and no dangerous materials such as inflammable and explosive articles shall be illegally placed within such properties.

Clause 5 Transaction cap

The parties hereto agree that rental of 2012 shall be RMB12,441,306, details of which are described in the annex hereto.

Clause 6 Force majeure

1. Where the parties hereto become unable to perform this agreement due to force majeure, such parties are not liable to such non-performance and this agreement shall be terminated automatically. Where any part hereof become unable to be performed due to the same, obligations under such part on the party to whom the same occurs shall be exempted according to effect of the same, provided that such other part as not affected thereby shall be performed and that no liability of default prior to occurrence of the same shall be exempted.

   Force majeure represents objective situations impossible to be foreseen, avoided or overcome, including, without limitation, wars, epidemics, strikes, earthquakes and floods.

2. Any party unable to perform this agreement due to force majeure shall inform the other party in a timely manner within 48 hours therefrom in order to minimize loss to such other party and provide proof thereof within 15 business days, provided that such time limits may be extended according to actual situations if such party fails to do so with reasonable explanation.

Clause 7 Settlement of disputes

Any dispute arising from entering into or performing this agreement shall be resolved through amicable consultation between the parties hereto and, if cannot be so resolved, may be brought by any party to the People's court with jurisdiction.

Clause 8 Miscellaneous

(I) This agreement shall be effective from the date of execution;

(II) Any matter not mentioned herein shall be stipulated in a separate supplemental agreement which shall have the same effect hereas; and

(III) This agreement is of six copies of the same effect, each party shall hold three of which.

[seal]
Party A: China Southern Air Holding Company
Legal representative: [s.d.]

[seal]
Party B: China Southern Airlines Company Limited
Legal representative: [s.d.]

Rent summary (Nanyang)

Rent (dollar)

Location	**Land**	**Properties**	**Buildings**	**Total**
Nanyang (Rent of January to September)	2,712,150	453,380	1,710,984	4,876,514
Location	**Land**	**Properties**	**Buildings**	**Total**
Nanyang (Rent of October to December)	6,250,655	111,030	1,203,107	7,564,792
Total (Rent of 2012)				12,441,306

Breakdown of land rent (January to September)

No.	Name of Land Parcel	Lease area (m^2)	Base rent (yuan)	Rent total of January to September
Nanyang			3,280,000	2,712,150
1	Transmitting station	20,782.00	48,000	39,690
2	South near station	2,301.00	5,000	4,134.375
3	North near station	3,478.00	8,000	6,615
4	South far station	4,323.00	9,000	7,441.875
5	Oil truck garage	29,112.00	67,000	55,400.625
6	Departure and air traffic control building	1,019,730.00	2,353,000	1,945,636.875
7	Airport approach Road	20,962.00	48,000	39,690
8	Apron expansion	21,308.95	49,000	40,516.875
9	Runway contact road expansion	165,101.94	380,000	314,212.5
10	South Terminal	13,113.40	148,000	122,377.5
11	Supermarket facade room	9,304.70	105,000	86,821.875
12	Funding raising facade room	5,450.8	60,000	49,612.5

Breakdown of properties rent (January to September)

No.	Properties	Address	Lease area(m^2)	Base rent (yuan)	Rent total of January to September
				548,305.12	
1	Transmitting station	Nanyang Airport	298.42	9,638.97	7,970.220011
2	Far station	Nanyang Airport	74.07	2,392.46	1,978.266189
3	Lifting platform	Nanyang Airport	73.95	2,388.59	1,975.061222
4	North near station	Nanyang Airport	89.81	2,900.86	2,398.651093
5	South near station	Nanyang Airport	82.93	2,678.64	2,211.899623
6	South far station	Nanyang Airport	237.17	7,660.59	6,311.651183
7	Oil truck garage	Nanyang Airport	131.67	4,252.94	3,516.650589
8	Oil depot – Security room	Nanyang Airport	177.19	5,723.24	4,732.401594
9	Oil depot – Duty room	Nanyang Airport	227.82	7,358.59	6,084.630799
10	Oil depot – Duty room	Nanyang Airport	261.63	8,450.65	6,987.630392
11	Oil depot – Duty room	Nanyang Airport	68.34	2,207.38	1,825.228991
12	Oil depot – Garage	Nanyang Airport	327.44	10,576.31	8,715.287985

No.	Properties	Address	Lease area(m^2)	Base rent (yuan)	Rent total of January to September
13	Oil depot – A room	Nanyang Airport	22.47	725.78	600.1301644
14	Oil depot – Refueling room	Nanyang Airport	95.76	3,093.05	2,557.564065
15	Oil depot – Pump room	Nanyang Airport	220.23	7,113.43	5,881.916604
16	Oil depot – B room	Nanyang Airport	39.69	1,281.99	1,060.043001
17	Oil depot – Pump room	Nanyang Airport	233.55	7,513.67	6,237.667997
18	Tool	Nanyang Airport	170.4	5,503.92	4,551.05385
19	Newly built hanger	Nanyang Airport	1,224	39,535.20	32,690.6685
20	Detention centre	Nanyang Airport	59.49	1,921.53	1,588.862638
21	Base garage	Nanyang Airport	430.24	13,896.75	11,490.87681
22	Departure and air traffic control building	Nanyang Airport	5,240.01	169,252.32	139,950.5146
23	Terminal security room	Nanyang Airport	20.14	650.52	537.9003788
24	Terminal police station garage	Nanyang Airport	86.58	2,796.53	2,312.384051
25	Terminal duty room	Nanyang Airport	294.4	9,509.12	7,862.8536
26	Terminal living quarters	Nanyang Airport	250.5	8,091.15	6,690.369556
27	Terminal substation	Nanyang Airport	433.56	14,003.99	11,579.54758

No.	Properties	Address	Lease area(m^2)	Base rent (yuan)	Rent total of January to September
28	Terminal substation	Nanyang Airport	419.42	13,547.27	11,201.89557
29	Terminal freight warehouse	Nanyang Airport	264.78	8,552.39	7,071.760789
30	Terminal boiler room	Nanyang Airport	372.57	12,034.01	9,950.622846
31	Terminal staff canteen	Nanyang Airport	319.7	10,326.31	8,538.567581
32	Terminal staff hospital	Nanyang Airport	349.32	11,283.04	9,329.660393
33	Terminal special garage	Nanyang Airport	527.72	17,045.36	14,094.37874
34	Terminal water plant duty room	Nanyang Airport	15.8	510.34	421.9873875
35	Terminal pumping station	Nanyang Airport	40.95	1,322.69	1,093.695159
36	Terminal deep well pump station	Nanyang Airport	20.5	662.15	547.5152813
37	Terminal weather building	Nanyang Airport	676.8	21,860.64	18,076.0167
38	Terminal maintenance workshop	Nanyang Airport	153.54	4,959.34	4,100.755916
39	Terminal maintenance building	Nanyang Airport	268.54	8,673.84	7,172.183104
40	Terminal maintenance building	Nanyang Airport	426.4	13,772.72	11,388.31785
41	Terminal maintenance workshop	Nanyang Airport	206.15	6,658.65	5,505.867084
42	Terminal maintenance workshop	Nanyang Airport	37.2	1,201.56	993.539925
43	Terminal maintenance workshop	Nanyang Airport	94.24	3,043.95	2,516.96781
44	Terminal maintenance workshop	Nanyang Airport	214.67	6,933.84	5,733.419777

No.	Properties	Address	Lease area(m^2)	Base rent (yuan)	Rent total of January to September
45	Terminal fire services tower	Nanyang Airport	155.04	5,007.79	4,140.81801
46	Terminal fire services dormitory and garage	Nanyang Airport	811.69	26,217.59	21,678.66725
47	Terminal service duty room	Nanyang Airport	728.91	23,543.79	19,467.77384

Breakdown of building rent (January to September)

No.	Building	Address	Base rent (yuan)	Rent total of January to September
			2,069,218	
1	39186 m^2 Asphalt road	Nanyang Airport	121,671	100,606.7081
2	Drainage iron pipe	Nanyang Airport	141,494	116,977.8513
3	Water tower	Nanyang Airport	2,215	1831.528125
4	Apron contact road	Nanyang Airport	843,335	697,332.6281
5	Apron electric cable	Nanyang Airport	758	626.77125
6	Maintenance wall	Nanyang Airport	567	468.838125
7	Maintenance road	Nanyang Airport	1,711	1,414.783125
8	Generating chamber installation	Nanyang Airport	2,887	2,387.188125
9	Drainage bridge	Nanyang Airport	692	572.1975
10	Passenger apron installation	Nanyang Airport	1,154	954.21375
11	Y-7 Apron	Nanyang Airport	484,64	40,073.67
12	Yun Wu Ming Gou	Nanyang Airport	246	203.41125
13	Apron navigation aids light	Nanyang Airport	3,849	3,182.641875
14	Y-5 Apron	Nanyang Airport	2,026	1,675.24875

No.	Building	Address	Base rent (yuan)	Rent total of January to September
15	Fire services pipe	Nanyang Airport	3,849	3,182.941875
16	Terminal area roads	Nanyang Airport	4,667	3,859.025625
17	Apron expansion	Nanyang Airport	870,849	720,083.2669
18	Gate renovation of Nanyang Airport	Nanyang Airport	18,784	15,532.02

Breakdown of land rent (October to December)

No.	No. of land title certificate	Name of land parcel	Use	Nature	Area (m^2)	Annual rent (yuan/year)	Rent of October to December
Nanyang							
1	Wan Shi Tu Guo Yong (2005) No. 02585	Transmitting station	Civil airport	Transfer	20,782.00	367,978.00	91,994.5
2	Wan Shi Tu Guo Yong (2005) No. 02583	South near station	Civil airport	Transfer	2,301.00	40,739.00	10,184.75
3	Wan Shi Tu Guo Yong (2005) No. 02580	North near station	Civil airport	Transfer	3,478.00	61,580.00	15,395
4	Wan Shi Tu Guo Yong (2005) No. 02581	South far station	Civil airport	Transfer	4,323.00	76,544.00	19,136
5	Wan Shi Tu Guo Yong (2005) No. 02579	Oil truck garage	Civil airport	Transfer	29,112.00	515,467.00	128,866.75
6	Wan Shi Tu Guo Yong (2005) No. 02582	Departure andair trafficcontrol building (airport site)	Civil airport	Transfer	1,019,730.00	17,133,763.00	4,283,440.75
7	Wan Qu Guo Yong (2003) Zi No. 37	Airport approach road	Civil airport	Authorized operation	20,962.00	370,778.00	92,694.5
8	Wan Qu Guo Yong (2003) Zi No. 36	Apron expansion	Civil airport	Authorized operation	21,308.95	356,538.00	89,134.5
9	Wan Qu Guo Yong (2003) Zi No. 35	Runway contact road expansion	Civil airport	Authorized operation	165,101.94	2,762,456.00	690,614
10	Wan Shi Tu Guo Yong (2005) No. 02587	South terminal	Education and residentialland	Transfer	13,113.40	1,560,675.00	390,168.75
11	Wan Shi Tu Guo Yong (2005) No. 02584	Supermarket facade room (Renmin Bei Road convoy area and old cadresfloor)	Office and residential	Allocate	9,304.70	1,107,382.00	276,845.5
12	Wan Shi Tu Guo Yong (2007) No. 03077	Funding raising facade room and old cadres floor		Allocate	5,450.80	648,720.00	162,180
Total						25,002,620.00	6,250,655

Breakdown of properties rent (October to December)

No.	Title certificate No.	Name of building	Structure	Completion Date	Measurement units	Construction Area	Annual rent (yuan/year)	Rent of October to December
Nanyang								
1	Wan Shi Fang Zi No. 901012	Terminal area far station	Brick and concrete	1993-1-1	m^2	74.07	4,126.00	1031.5
2	Wan Shi Fang Zi No. 901015	South near station	Brick and concrete	1993-1-1	m^2	82.93	4,620.00	1,155
3	Wan Shi Fang Zi No. 901013	South far station	Brick and concrete	1993-1-1	m^2	237.17	13,212.00	3,303
4	Wan Shi Fang Zi No. 901005	New air material depot	Framework	1994-12-1	m^2	1,224	100,042.00	25,010.5
5	Wan Shi Fang Zi No. 901006	Air traffic control building	Framework	1993-1-1	m^2	2,083.04	194,620.00	48,655
6	Wan Shi Fang Zi No. 901006	Terminal duty room	Brick and concrete	1993-1-1	m^2	294.4	15,967.00	3,991.75
7	Wan Shi Fang Zi No. 901010	Terminal water plantduty room	Brick and concrete	1993-1-1	m^2	15.8	881.00	220.25
8	Wan Shi Fang Zi No. 901010	Terminal pumping station	Brick and concrete	1993-1-1	m^2	40.95	2,281.00	570.25
9	Wan Shi Fang Zi No. 901010	Terminal deep well pump station	Brick and concrete	1993-1-1	m^2	20.5	1,430.00	357.5
10	Wan Shi Fang Zi No. 901010	Terminal maintenance workshop	Brick and concrete	1993-1-1	m^2	153.54	8,537.00	2,134.25
11	Wan Shi Fang Zi No. 901010	Terminal maintenance building 2	Brick and concrete	1993-1-1	m^2	426.4	23,126.00	5,781.5
12	Wan Shi Fang Zi No. 901010	Terminal maintenance workshop 2	Brick and concrete	1993-1-1	m^2	206.15	11,462.00	2,865.5
13	Wan Shi Fang Zi No. 901010	Terminal maintenance workshop 5	Brick and concrete	1993-1-1	m^2	214.67	11,936.00	2,984
14	Wan Shi Fang Zi No. 901005	Terminal fire services tower	Brick and concrete	1993-1-1	m^2	155.04	7,862.00	1,965.5
15	Wan Shi Fang Zi No. 901005	Terminal fire services dormitory and garage	Brick and concrete	1993-1-1	m^2	811.69	44,021.00	11,005.25
Total						6,040.35	444,123.00	

Breakdown of buildings rent (October to December)

No.	Name	Structure	Completion date	Length (m)	Width (m)	Height/ depth (m)	Measurement units	Area (m^2) or Volume (m^3)	Annual rent (yuan/year)	Rent of October to December
Nanyang										
1	Runway	Brick surface	1993-1-1	2,300	45	0.32	m^2	103,500.00	3,478,787.00	869,696.75
2	Contact road No. 1	Brick surface	1993-1-1	140	18	0.32	m^2	2,520.00	74,794.00	18,698.50
3	Passenger apron	Brick surface	1993-1-1	240	100	0.32	m^2	24,000.00	712,327.00	178,081.75
4	Common apron	Brick surface	1993-1-1	328	55	0.22	m^2	18,040.00	535,433.00	133,858.25
5			2004-6-30	12.7		2.55	m^2	32.385	8,320.00	2,080.00
6	Security room	Brick and concrete	2004-6-30	9.9	3.9		m^2	38.61	2,767.00	691.75
Total									4,812,428.00	1,203,107.00

Subscription Agreement in relation to the subscription of shares of non-public A Share Issue of China Southern Airlines Company Limited

The Subscription Agreement (hereinafter referred to as the"Agreement") was entered into between the following parties on 11 June 2012 in Guangzhou, Guangdong Province, PRC:

Party A: China Southern Airlines Company Limited
Address: Guangzhou Economic and Technological Development Zone, Guangdong Province, China
Legal representative: Si Xian Min

Party B: China Southern Airlines Company Limited
Address: Guangzhou Baiyun Airport, Guangdong Province
Legal representative: Si Xian Min

(The above two parties are hereinafter collectively referred to as "the Parties" and any one party is hereinafter referred to as "the Party")

Regarding:

1. Party A, is a joint stock limited company with limited liability duly incorporated and existing under the laws of the PRC whose Shares are listed on the Shanghai Stock Exchange, The Stock Exchange of Hong Kong Limited and the New York Stock Exchange, Inc., The registered capital amounted to RMB 9,817,567,000, and the total share capital amounted to 9,817,567,000 shares, including 4,145,050,000 A shares held by the promoters, 2,877,600,000 A shares held by domestic public float, and 2,794,917,000 H shares held by foreign investors.

2. Party B, a state-owned enterprises incorporated and existing under the laws of the PRC, is the promoter and controlling shareholder of Party A:

3.Party A proposed to increase the registered capital by the way of the issue of non-public A Shares and Party B intended to subscribe all shares of the issue of non-public A Share by Party A.

4. Through amicable consultation among the parties involved, the rights and obligations in respects of the subscription of shares of non-public A Share Issue are determined. The parties, hereby entered into this Agreement in witness whereof the undersigned.

Article 1 Definitions and Interpretation

1.1 In this Agreement, unless otherwise agreed, the following expressions have the meanings set out below:

1.1.1 “This Agreement”: Subscription Agreement in relation to the subscription of shares of non-public A Share Issue of China Southern Airlines Company Limited entered by the parties on 11 June 2012.

1.1.2 “Shares of the Non-public A Share Issue” : Party B agreed to subscribe for not more than 465,116,279 A Shares to be issued to Party B by the way of non-public A Share Issue according to this Agreement. Pursuant to the requirements of this Agreement, the par value of share of non-public A Share Issue is RMB1.00 each.

1.1.3 “the Non-public A Share Issue” : Party A issued A Shares to Party B by the way of non-public shares issue .

1.1.4 “Completion of the non-public share issue”: the completion of the non-public share issue will take place on the date of the issued shares of the non-public A Share issue registered in the Securities Depository and Clearing Corporation under the name of Party B.

1.1.5 “CSRC” : the China Securities Regulatory Commission.

1.1.6 “SSE” : the Shanghai Stock Exchange

1.1.7 “Securities Depository and Clearing Corporation Limited” : China Securities Depository and Clearing Corporation Limited, Shanghai Branch

1.1.8 “Public disclosure” : disclosure in information disclosure media designated by CSRC

1.2 Definitions

1.2.1 The subject of this Agreement is for reference purpose only and does not apply to the interpretation of this Agreement.

1.2.2 All references to certain section, subsection, paragraph, annex or appendix, refer to references of the sections, subsections, paragraphs, annexes and appendixes of this Agreement.

1.2.3 The word “including” used in this Agreement means “including but not limited to” no matter the phase “but no limited to” is included subsequently.

Article 2 Price Determination

2.1 As agreed by the parties, the Pricing Base Day of the Non-public A Share Issue is as at the date of announcement the resolutions of the Board meeting of Party A held on 11 June 2012, that is, on 12 June 2012, the issue price shall be RMB4.30 per A share with a par value of RMB1.00 each, i.e. not less than 90% of the average trading price of the A Shares in the 20 trading days preceding the Pricing Base Day (the average trading price of the A Shares in the 20 trading days preceding the Pricing Base Day equals to the total trading amount of A Shares traded in the 20 trading days preceding the Pricing Base Day divided by the total volume of A Shares traded in the 20 trading days preceding the Pricing Base Day).

2.2 Based on the provisions of the issue price of Article 2.1,Party A issued not more than 465,116,279 A Shares to Party B by way of non-public offering. Party B agreed to subscribe by cash for the aforesaid size of Non-public A Share Issue by Party A. The subscription price of the A Shares of Party A will be adjusted if there is any ex-rights or ex-dividend arrangement from the Pricing Base Day to the date of issuance.

2.3 Party B agreed that upon the full satisfaction of the "Pre-requisites" of Article 3 of this Agreement, in accordance with the notice of Party A and this Agreement to subscribe for the shares of non-public A Share Issue and the price determination of the subscription of the shares of non-public A Share Issue shall be paid in cash one-time off by way of bank transfer to the designated bank accounts of Party A in writing.

2.4 The parties confirmed that upon the completion of this non-public A Share Issue, Party B, under the equity ratio of the actual holdings of Party A, will share the corresponding rights (including the rights to the proceeds of the accumulated profits) and undertake corresponding obligations.

Article 3 Pre-requisites

3.1 This Agreement will take effect on the date when all of the following conditions have been satisfied:

3.1.1 resolution passed and agreed to implement the following non-public A Share Issue of this Agreement by the Board and the general meeting of Party A;

3.1.2 resolution passed and agreed to subscribe for the following shares of the non-public A Share Issue of this Agreement by General Managers Meeting of Party B;

3.1.3 All of the permits, authorisations, approvals, consents and approval as well as other relevant approvals have been obtained from the relevant approval authorities for Party A's implementation of the following non-public A Share Issue of this Agreement.

3.2 Both Party A and B shall try their best endeavors, in accordance with applicable laws and regulations or to facilitate to achieve the aforesaid pre-requisites set out and any further acts or matters required to proceed the non-public A Share Issue.

3.3 In the event that any of the pre-requisites of this Agreement set out above are not fulfilled within 12 months of the date of passing of the shareholders' resolution of Party A, this Agreement shall cease to be of any effect. Both Party A and B shall not have any claim against the other party and save in respect of claims arising out of any antecedent breach.

Article 4 Completion of Non-public Issue

Non-public issue hereunder shall be deemed to be completed only when the completion of subscription of A shares under non-public issue is confirmed from Securities Depository and Clearing Corporation.

Article 5 Undertakings and Guarantees from Party A

5.1 Party A warrants to Party B that:

5.1.1 Party A is a legal person lawfully registered and validly existing by virtue of the law of People’s Republic of China;

5.1.2 Party A has signed and fulfilled this agreement:

5.1.2.1 in accordance to the requirements under the Articles of Association;

5.1.2.2 with all necessary company actions taken or to be taken to obtain all necessary authorizations and approvals;

5.1.2.3 without violating legal or contractual restrictions bound to or affecting Party A.

5.2 Party A guarantees the truthfulness, accuracy and completeness of the information provided to Party B during negotiation process for constructing this agreement.

5.3 Party A undertakes to comply with all provisions hereof.

5.4 Party A undertakes the financial and legal liabilities arising from the violation of the above guarantees and undertakings and to compensate Party B for the actual losses and expenses arising therefrom.

Article 6 Undertakings and Guarantees from Party B

6.1 Party Bwarrants to Party A that:

6.1.1 Party B is a legal person lawfully registered and validly existing by virtue of the law of People's Republic of China;

6.1.2 Party B has signed and fulfilled this agreement:

6.1.2.1 in accordance to the requirements under the Articles of Association;

6.1.2.2 with all necessary company actions taken or to be taken to obtain all necessary authorizations and approvals;

6.1.2.3 without violating legal or contractual restrictions bound to or affecting Party B.

6.2 Party B guarantees the truthfulness, accuracy and completeness of the information provided to Party B during negotiation process for constructing this agreement.

6.3 Party B undertakes to comply with all provisions hereof.

6.4 Party B undertakes the financial and legal liabilities arising from the violation of the above guarantees and undertakings and to compensate Party A for the actual losses and expenses arising therefrom.

6.5 Party B undertakes not to transfer its non-publicly issued A shares within 36 months after the registration of such shares under its name.

Article 7 Liability for Breach of Agreement

Any violation of the obligations, undertakings, representations and guarantees by either party hereunder shall be deemed as a breach of agreement by that party.Any loss(es) arising from the failure of full, partial or timely performance of this agreement due to a breach of agreement, the breaching party shall be liable for compensation.

Article 8 Modifications, Amendments and Transfers of Agreement

8.1 Modifications or amendments hereon shall be made in written form upon negotiation and agreement of both parties.

8.2 Any modifications and amendments hereon constitute inseparable parts of this agreement.

8.3 No party shall, whether fully or partially, transfer the rights or obligations hereunder without prior written notice of the other parties.

Article 9 Complete Agreement

9.1 This agreement forms the complete agreement regarding the subject issue hereof between various parties in replacement of the previous oral or written suggestions, statements, guarantees, undertakings, letter of intent, memorandum of understanding, agreements and contracts. No party shall rely and be entitled to rely on such suggestions, statements, guarantees, undertakings, letter of intent, memorandum of understanding, agreements and contracts.

Article 10 Sharing of Taxes

10.1 Unless otherwise agreed, relevant taxes arising from this non-public issue of A shares shall be borne by all parties in accordance to requirements of their respective countries.

Article 11 Notice

11.1 Notice under or related to this agreement by any party shall be made in written form. Notices are deemed to be delivered when delivered by hand or delivered by registered post to the address below or to other addresses informed by the recipient 10 days prior to posting:

Party A: China Southern Airlines Company Limited
Address: No. 278 Ji Chang Road, Guangzhou
Postal code: 510406
Contact person: Qin Hai Feng (秦海峰)

Party B: China Southern Air Holding Company
Address: No. 27 South Hang Yun Street, Ji Chang Road, Guangzhou
Postal code: 510405
Contact person: Shi Zhao Min(石朝民)

11.2 In the case of delivery by hand, any notice shall be deemed as successfully delivered upon signature of the recipient. In the case of delivery by registered post, any notice shall be deemed as successfully delivered after 7 days since mailing.

Article 12 Cancellation of Agreement

12.1 In the event of one or more of the following circumstances, this agreement may be cancelled by means of the following:

12.1.1 As agreed upon negotiation by all parties hereof;

12.1.2 Where this agreement is no performable due to failure to fulfill the prerequisite in Article 3 or prohibition by laws, orders or the government or adjudication, any party is entitled to unilaterally cancel this agreement by written notice.

12.2 Where the circumstances described in the preceding provision arise from the fault(s) of one or more parties, the party(ies) shall bear their respective liability for breaching pursuant to Article 7.

Article 13 Dispute Resolution

13.1 This agreement is governed by the law of People's Republic of China.

13.2 Any dispute arising from this contract shall be resolved by friendly negotiation of the disputing parties. Either party shall have the right to prosecute a lawsuit in the people's court governed by the government of Guangzhou upon failure of resolving by negotiation.

13.3 All parties shall continue to perform other provisions hereof save for the dispute item under legal proceedings.

Article 14 Confidentiality

14.1 Unless otherwise agreed in written by another party, all parties shall, upon entering into this agreement and regardless the completion of the non-public issue of A shares hereunder and the termination, cancellation, withdrawal, validity or completion of performance, be liable to the following confidentiality obligations:

14.1.1 No party shall disclose this agreement and the transactions and any transaction related documents (hereafter referred to as "confidential documents") hereunder to any third party;

14.1.2 Confidential documents and their contents shall only be used for the purpose of transactions hereunder and not for any other purposes.

14.2 Notwithstanding Article 14.1, confidential documents can be disclosed due to the following reasons: 14.2.1 disclosure to all parties hereof and intermediaries such as sponsors, accountants and solicitors engaged by the parties hereof;

14.2.2 disclosure in compliance to mandatory requirements of laws and regulations;

14.2.3 disclosure due to the mandatory demand of the government authorities in power.

Article 15 Others

15.1 This agreement shall take effect pursuant to Article 3 from the date of signature by the legal representatives or authorized representatives of all parties.

15.2 For issues not stipulated in this contract, both parties may sign a supplement agreement which shall have the same legal validity and effect as this agreement.

15.3 This agreement shall be made out in 12 copies with each party holding one copy of each. The remaining 10 copies shall be used for reporting to relevant authorities.

(This page contains no text and is reserved for the signature and seal of the "Subscription Agreement Regarding the Non-public Issue of A Shares by China Southern Airlines Company Limited)

Party A: China Southern Airlines Company Limited (common seal)

Legal representative or authorized representative(signature)

Party B: China Southern Air Holding Company (common seal)

Legal representative or authorized representative(signature)

Supplemental agreement to the financial service framework agreement

This supplemental agreement was entered into in Guangzhou between parties as follows on 16 March 2013:

China Southern Airlines Company Limited (hereinafter referred to as "Party A")
At: 278 Airport Road, Guangzhou
Legal representative: Si Xian Min

Southern Airlines Group Finance Company Limited (hereinafter referred to as "Party B")
At: 17 South Hang Yun Street, Airport Road, Guangzhou
Legal representative: Wang Jian Jun

Whereas, this supplemental agreement, entered into by the parties hereto after arm's length negotiation under a mutual beneficial principle, is supplemental to a financial service framework agreement dated 8 November 2012 between such parties (the "Principal Agreement") as follows:

I. The first section of the eighth clause of the Principal Agreement (the "Transaction Cap") shall be amended as: "As agreed between the parties hereto, upon the date on which this agreement become effective, balance of deposit of Party A to Party B on any particular date, accrued interest inclusive, shall not exceed RMB6 billion and balance of loan services provided by Party B on any particular date, total interest expenses inclusive, shall not exceed the same."
II. This supplemental agreement constitutes a supplement to the Principal Agreement, where there is any contradiction between relevant provisions thereof, this supplemental agreement shall prevail.
III. This supplemental agreement shall come into effect upon the date on which approval at a general meeting of Party A is obtained.
IV. This agreement is in quadruplicate of the same effect, each party shall hold two of which.

(The following is intentionally left blank)

(Signature page for the Supplemental agreement to the financial service framework agreement)

Party A: China southern Airlines Company Limited
Authorized representative: (Seal and signature)

Party B: Southern Airlines Group Finance Company Limited
Authorized representative: (Seal and signature)

SUBSIDIARIES OF CHINA SOUTHERN AIRLINES COMPANY LIMITED

The particulars of the Company's principal subsidiaries as of December 31, 2012 are as follows:

Name of Company	**Jurisdiction of Incorporation**
Shantou Airlines Company Limited	PRC
Zhuhai Airlines Company Limited	PRC
Xiamen Airlines Company Limited	PRC
Guizhou Airlines Company Limited	PRC
Chongqing Airlines Company Limited	PRC
Guangzhou Nanland Air Catering Company Limited	PRC
Guangzhou Baiyun International Logistic Company Limited	PRC
Xinjiang Civil Aviation Property Management Limited	PRC
China Southern Airlines Group Air Catering Company Limited	PRC
Nan Lung International Freight Limited	Hong Kong
Beijing Southern Airlines Ground Services Company Limited	PRC

CERTIFICATION

I, Tan Wan Geng, certify that:

1. I have reviewed this annual report on Form 20-F of China Southern Airlines Company Limited;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;

4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: April 26, 2013

By: /s/Tan Wan Geng

Name: Tan Wan Geng

Title: President

CERTIFICATION

I, Xu Jie Bo, certify that:

1. I have reviewed this annual report on Form 20-F of China Southern Airlines Company Limited;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;

4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: April 26, 2013

By: /s/Xu Jie Bo

Name: Xu Jie Bo

Title: Chief Financial Officer

CERTIFICATION

Pursuant to 18 U.S.C. Section 1350
as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report of China Southern Airlines Company Limited (the "Company") on Form 20-F for the year ended December 31, 2012 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Tan Wan Geng, President of the Company, hereby certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

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

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

Date: April 26, 2013

By: /s/Tan Wan Geng
Name: Tan Wan Geng

Title: President

* This certification accompanies the Report pursuant to § 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of §18 of the Securities Exchange Act of 1934, as amended.

* A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

CERTIFICATION

Pursuant to 18 U.S.C. Section 1350
as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report of China Southern Airlines Company Limited (the "Company") on Form 20-F for the year ended December 31, 2012 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Xu Jie Bo, Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

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

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

Date: April 26, 2013	By:	/s/Xu Jie Bo
		Name: Xu Jie Bo
		Title: Chief Financial Officer

* This certification accompanies the Report pursuant to § 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of §18 of the Securities Exchange Act of 1934, as amended.

* A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 15.1

April 26, 2013

Securities and Exchange Commission
100 F. Street N.E.
Washington, D.C. 20549

Ladies and Gentlemen:

We were previously principal accountants for China Southern Airlines Company Limited and, under the date of March 26, 2013, we reported on the consolidated financial statements of China Southern Airlines Company Limited as of and for the years ended December 31, 2011 and 2012 and the effectiveness of China Southern Airlines Company Limited's internal control over financial reporting as of December 31, 2012. On March 26, 2013, we were notified that the auditor-client relationship between KPMG and China Southern Airlines Company Limited will cease upon completion of the audit of China Southern Airlines Company Limited's consolidated financial statements as of and for the year ended December 31, 2012 and the effectiveness of internal control over financial reporting as of December 31, 2012, and the issuance of our reports thereon. On April 26, 2013, we completed our audit and issued our reports that were included in China Southern Airlines Company Limited's Form 20-F for the year ended December 31, 2012.

We have read China Southern Airlines Company Limited's statements included under Item 16F of its annual report on Form 20-F for the year ended December 31, 2012, and we agree with such statements, except that we are not in a position to agree or disagree with the statements that: (1) "During the two most recent fiscal years and through April 26, 2013, neither we nor any person on our behalf consulted PwC regarding either (i) the application of accounting principles to a specific transaction, either completed or proposed; or the type of audit opinion that might be rendered on our financial statements, or (ii) any matter that was either the subject of a "disagreement" (as defined in Item 16F(a)(1)(iv) of Form 20-F and related instructions to Item 16-F of Form 20-F) with PwC or a "reportable event" (as defined in Item 16F(a)(1)(v) of Form 20-F)." and (2) "Also, during the two most recent fiscal years and through April 26, 2013, we have not obtained any written report or oral advice that PwC concluded was an important factor considered by us in reaching a decision as to the accounting, auditing or financial reporting issue."

Very truly yours,

/s/ KPMG
Hong Kong, China
April 26, 2013