IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

COMPANIES COURT

MR JUSTICE HENDERSON

19 January 2011

No 8297 of 2010

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COMPANIES HOUSE

IN THE MATTER OF BRITISH AIRWAYS PLC

-and-

IN THE MATTER OF THE COMPANIES ACT 2006

UPON THE CLAIM FORM of the above-named British Airways plc (hereinafter called the "**Company**") whose registered office is situated at Waterside, PO Box 365, Harmondsworth, UB7 0GB presented to this Court on 12 October 2010

AND UPON HEARING Counsel for the Company and for BA Holdco S A , International Consolidated Airlines Group S A , Iberia, Líneas Aéreas de España, S A , Iberia, Líneas Aéreas de España, Sociedad Anónima Operadora

AND UPON READING the said Claim Form and the evidence

AND BA Holdco S A , International Consolidated Airlines Group S A , Iberia, Líneas Aéreas de España, S A , Iberia, Líneas Aéreas de España, Sociedad Anónima Operadora by their Counsel undertaking to be bound by the Scheme of Arrangement referred to below and to execute and do or procure to be executed and done all such documents acts or things as may be necessary or desirable to be executed or done by it or on its behalf for the purpose of giving effect to the said Scheme of Arrangement

THIS COURT HEREBY sanctions the Scheme of Arrangement set out in the First Schedule hereto

THIS COURT ORDERS THAT the cancellation of the Scheme Ordinary Shares (as defined in the said Scheme) of the Company both resolved on and effected by a Special Resolution passed at a general meeting of the Company

dated 29 November 2010 be and the same is hereby confirmed in accordance with the provisions of the above-mentioned Act

AND THE COURT APPROVES the Statement of Capital set forth in Schedule 2 hereto

AND IT IS ORDERED

(1) that this order be produced by the Company to the Registrar of Companies and that it deliver an office copy to him together with a copy of the said Statement of Capital

(2) that notice of the registration by the Registrar of Companies of this order (so far as it confirms the reduction of capital of the Company) and of the said Statement of Capital be published by the Company once in "The Times" newspaper within 21 days after such registration

THE FIRST SCHEDULE

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OF JUSTICE

PART 10—THE SCHEME OF ARRANGEMENT

(under sections 895 to 899 of the Companies Act 2006)

No 8297 of 2010

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT

Between

British Airways Plc (the "**Company**")

and

the Scheme Ordinary Shareholders (as hereinafter defined)

Preliminary

(A) In this scheme of arrangement, references to Clauses are references to clauses of this scheme of arrangement and the following expressions shall, unless inconsistent with the subject or context, bear the following meanings

A2 Shares	means the class A2 shares of 25 pence each in the capital of the Company having the rights and subject to the restrictions set out in Preliminary (E),
Act	means the Companies Act 2006 (as amended from time to time),
BA Holdco	means BA Holdco S A , a Spanish company, with its registered office in Calle Pradillo, 5, bajo exterior, derecha, 28002 Madrid, Spain, entered at the Madrid Mercantile Registry with registration number M-492 128 and with Tax Identity Code number A-85842797,
BA Holdco Ordinary Shares	means ordinary shares of €0 50 each in the capital of BA Holdco having the rights and subject to the restrictions set out in the corporate bylaws of BA Holdco,
BA Merger Shareholder	a person on behalf of whom the Custodian holds BA Holdco Ordinary Shares immediately after the issue of the BA Holdco Ordinary Shares which are to be issued pursuant to the Scheme (such persons being the Scheme Ordinary Shareholders at the Scheme Effective Time, and the time at which such issue occurs being the "**Merger Record Time**"),
BA Ordinary Shareholders	means the holders of BA Ordinary Shares,
BA Ordinary Shares	means ordinary shares of 25 pence each in the capital of the Company, and, for the avoidance of doubt, excludes the A2 Shares,
Business Day	means a day (other than a Saturday or a Sunday) on which banks are open for general business in London,
Class Meeting	means the class meeting of BA Ordinary Shareholders (excluding Iberia) held for the purposes of consenting to and sanctioning the conversion and redesignation of the Iberia Shares from BA Ordinary Shares into A2 Shares, notice of which is set out in the Scheme Document,
Court	means the High Court of Justice of England and Wales,
CREST	means the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear in accordance with the Uncertificated Securities Regulations 2001 (SI 2001 No 3755),
Custodian	means Computershare Company Nominees Limited,
Euroclear	means Euroclear UK & Ireland Limited,
holder	means a registered holder and includes any person entitled by transmission,
IAG	means International Consolidated Airlines Group S A a Spanish company, with its registered office in Calle Velázquez 130, Madrid, 28006, Spain, entered at the Madrid Mercantile Registry with registration number M-492 129 and with Tax Identity Code number A-85845535,

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CHANCERY CHAMBERS
OF JUSTICE

IAG CDIs	CREST depositary interests issued by CREST Depository Limited in respect of the New IAG Shares, each representing an entitlement to one New IAG Share and **"IAG CDI"** means any one of them,
IAG Merger	means the Spanish domestic merger whereby BA Holdco and Iberia merge with and into IAG pursuant to applicable Spanish law,
Iberia	means Iberia, Líneas Aéreas de España, S.A ,
Iberia B Shares	means the class B shares of €3 90 par value in Iberia having the rights and subject to the bylaws of Iberia,
Iberia Conversion Time	means the time at which the condition set out in clause 3 3(E) of the Merger Agreement is satisfied in accordance with the Merger Agreement,
Iberia Group	means Iberia and its subsidiary undertakings from time to time,
Iberia Merger Shareholder	an Iberia Shareholder immediately before the IAG Merger becomes effective on the Merger Effective Date, other than BA Holdco,
Iberia Opco	Iberia, Líneas Aéreas de España, Sociedad Anónima Operadora,
Iberia Ordinary Shares	means ordinary shares of €0 78 par value in Iberia having the rights and subject to the bylaws of Iberia and, for the avoidance of doubt, excludes the Iberia B Shares,
Iberia Shares	means the BA Ordinary Shares or A2 Shares (as the case may be) which are held by or on behalf of Iberia (or another member of the Iberia Group) (and **"Iberia Share"** shall be construed accordingly),
Iberia Shareholders	the holders of Iberia Ordinary Shares from time to time,
London Stock Exchange	means London Stock Exchange plc,
Madrid Mercantile Registry	means the *Registro Mercantil de Madrid*,
Merger Agreement	means the agreement dated 8 April 2010 between British Airways and Iberia setting out the terms and conditions of, and the arrangements for the implementation of, the Merger, as summarised in Parts 2 (Further Information on the Merger and the IAG Group) and 8 (Additional Information) of the Scheme Document,
Merger Deed	means the public deed of merger required to be filed with the Madrid Mercantile Registry in connection with the IAG Merger to be entered into between BA Holdco, Iberia and IAG,
Merger Effective Date	means the date on which the Merger Deed is filed for registration at the Madrid Mercantile Registry, provided it is duly registered by the Madrid Mercantile Registry following such filing,
Merger Ratio	the merger ratio set out in the Merger Agreement which provides that New IAG Shares will be issued on the following basis (a) the Custodian on behalf of each BA Merger Shareholder will receive 1 New IAG Share for every BA Holdco Share held by the Custodian on behalf of such BA Merger Shareholder immediately before the Merger becomes effective on the Merger Effective Date and so on in proportion to the number of BA Holdco Shares then held, the Custodian having received on behalf of such BA Merger Shareholder, pursuant to the British Airways Scheme, 1 BA Holdco Share for every British Airways Scheme Share held at the Scheme Record Time by such BA Merger Shareholder as a Scheme Ordinary Shareholder; and (b) each Iberia Merger Shareholder will receive 1 0205 New IAG Shares for every Iberia Ordinary Share held by such Iberia Merger Shareholder immediately before the Merger becomes effective on the Merger Effective Date and so on in proportion to the number of Iberia Ordinary Shares then held,
New Ordinary Shares	means the BA Ordinary Shares to be issued to BA Holdco in accordance with clause 2 2,

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New IAG Shares	means the ordinary nominative (nominativas) shares of €0 50 each in the capital of IAG represented in book-entry form to be issued by IAG pursuant to the IAG Merger in accordance with the Merger Ratio,
Ordinary Shareholders' Court Meeting	means the meeting of BA Ordinary Shareholders (excluding Iberia) convened by order of the Court pursuant to section 896 of the Act, notice of which is set out in the Scheme Document, or any adjournment thereof,
Overseas Shareholder	means a Scheme Ordinary Shareholder who is a citizen, resident or national of any jurisdiction outside Spain or the United Kingdom,
Receiving Agent	means Computershare Investor Services PLC or its nominee,
Scheme, Scheme of Arrangement or British Airways Scheme	means this scheme of arrangement in its present form or with any modification thereof or addition thereto or condition approved or imposed by the Court,
Scheme Document	means the document sent to British Airways shareholders of which this Scheme forms part,
Scheme Effective Date	means the date on which the Scheme becomes effective in accordance with Clause 6 1,
Scheme Effective Time	means the time at which the Scheme becomes effective on the Scheme Effective Date in accordance with Clause 6 1,
Scheme Ordinary Shareholder	means a holder of Scheme Ordinary Shares,
Scheme Ordinary Shares	means (a) the BA Ordinary Shares in issue at the date of the Scheme Document, (b) any BA Ordinary Shares issued after the date of the Scheme Document and prior to the Voting Record Time, and (c) any BA Ordinary Shares issued at or after the Voting Record Time and prior to the confirmation by the Court of the reduction of capital provided for under the Scheme in respect of which the original or any subsequent holders shall be bound or shall have agreed in writing by such time to be bound by the Scheme, but, in each case, excluding the Iberia Shares,
Scheme Record Date	means the Business Day immediately preceding the Scheme Effective Date,
Scheme Record Time	means 6 00 p m on the Scheme Record Date,
Share Capital Increase Deed	means the public deed required to be filed with the Madrid Mercantile Registry in connection with the increase of share capital required in order for BA Holdco to allot and issue the BA Holdco Shares which it is required to issue and allot pursuant to Clause 3 1,
Special Voting Share	means the one special voting share of 25 pence in the capital of the Company, having the rights and being subject to the restrictions set out in the articles of association of the Company,
subsidiary undertaking	has the meaning given in section 1162 of the Act,
Trust Deed	the deed dated on or about 26 October 2010 entered into by Computershare Investor Services PLC, BA Holdco and IAG, and the deed between Computershare Investor Services PLC and the Custodian pursuant to which Computershare Investor Services PLC agrees to procure that the Custodian holds and the Custodian agrees to hold any BA Holdco Shares issued to it pursuant to the British Airways Scheme on bare trust and as nominee for the BA Merger Shareholders,
uncertificated or in uncertificated form	means, in relation to a share or other security, a share or other security title to which is recorded on the relevant register as being held in uncertificated form in CREST and title to which may be transferred by means of CREST, and
Voting Record Time	means 6 00 p m on 25 November 2010 or, if the Ordinary Shareholders' Court Meeting is adjourned, 6 00 p m on the Business Day which is two Business Days before the date of such adjourned meeting

(B) The issued share capital of the Company as at the date of the Scheme Document is £288,422,360 divided into 1,153,689,440 BA Ordinary Shares all of which are fully paid up and one Special Voting Share which is fully paid up The Special Voting Share will be redeemed by the Company in accordance with the articles of association of the Company prior to the confirmation by the Court of the reduction of capital provided for under the Scheme

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(C) BA Holdco was incorporated in Spain as a *sociedad anonima* on 31 December 2009 under the name BA Holdco S A The issued share capital of BA Holdco at the date of the Scheme Document is €60,120 divided into 60,120 ordinary shares of €1 each all of which are fully paid Prior to the confirmation by the Court of the reduction of capital provided for under the Scheme, it is proposed that one A2 Share be allotted and issued to BA Holdco, credited as fully paid

(D) With effect from the Iberia Conversion Time, the BA Ordinary Shares which constitute the Iberia Shares shall be converted into and re-designated as A2 Shares in the capital of the Company on the basis of one A2 Share for each BA Ordinary Share held at that time and the requisite entries shall be made in the register of members of the Company, subject to the passing of the special resolution of the Company converting and reclassifying such shares (notice of which is set out in the Scheme Document), the passing of the special resolution to be proposed at the Class Meeting (notice of which is set out in the Scheme Document) and Iberia having given its consent to such conversion in accordance with the articles of association of the Company

(E) The A2 Shares shall rank pari passu in all respects with the BA Ordinary Shares, save that, in respect of any dividend which is paid by the Company to its shareholders the aggregate amount of which is less than £1 00, the holders of the A2 Shares shall not be entitled to receive any amount of such dividend and such dividend shall be paid solely to the BA Ordinary Shareholders

(F) Prior to the Scheme Effective Time, Iberia will implement a hive-down under Spanish law of all of its assets and liabilities (other than its rights and obligations under the Merger Agreement and including the Iberia Shares) to Iberia Opco in consideration for a further issue of shares by Iberia Opco to Iberia

(G) Each of BA Holdco, IAG, Iberia and Iberia Opco has agreed to appear by Counsel on the hearing of the claim form to sanction the British Airways Scheme and to undertake to the Court to be bound thereby and to execute and do or procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by it for the purpose of giving effect to the British Airways Scheme and the IAG Merger

(H) L D C (SPV No 1) Limited, the holder of the Special Voting Share, has agreed to appear by Counsel on the hearing of the claim form to sanction the British Airways Scheme and to undertake to the Court to be bound thereby and to execute and do or procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by it for the purpose of giving effect to the British Airways Scheme

The Scheme

1 Reduction of the share premium account

1 1 At the Scheme Effective Time, the share premium account of the Company shall be reduced by a sum equal to the loss (if any) in the books of the Company as at 30 September 2010 as shown in the accounts of the Company as at 30 September 2010

2 Cancellation of Scheme Ordinary Shares

2 1 At the Scheme Effective Time, the share capital of the Company shall be reduced by cancelling and extinguishing the Scheme Ordinary Shares

2 2 Forthwith and contingently upon the reduction of share premium account and reduction of capital referred to in Clauses 1 1 and 2 1 respectively taking effect, and subject to the terms of Clause 2 3, the Company shall apply the reserve arising in its books of account as a result of the reduction of capital pursuant to Clause 2 1 in paying up in full at par such number of BA Ordinary Shares as have an aggregate nominal value which is equal to the aggregate nominal value of the Scheme Ordinary Shares cancelled in accordance with Clause 2 1 and shall allot and issue the same, credited as fully paid and free from all liens, charges, equitable interests, encumbrances and other third party rights and interests of any nature whatsoever, to BA Holdco and/or its nominee(s) in consideration for the allotment and issue of BA Holdco Ordinary Shares in accordance with Clause 3 1 below

2 3 To the extent that there are further accumulated losses in the books of the Company between 30 September 2010 and the Scheme Effective Time (the **"Further Losses"**), such that the reserve arising pursuant to Clause 2 1 above is insufficient to pay up in full at par such number of BA Ordinary Shares as have an aggregate nominal value which is equal to the aggregate nominal value of the Scheme Ordinary Shares cancelled in accordance with Clause 2 1, the Company shall apply a sum standing to the credit of the share premium account of the Company which is equal in value to the Further Losses (up to a maximum which is equal to the aggregate nominal value of the Scheme Ordinary Shares cancelled in accordance with Clause 2 1) in paying up in full the BA Ordinary Shares issued pursuant to Clause 2 2, such that pursuant to such application and the application of the reserve arising in its books of account as a result of the reduction of capital pursuant to Clause 2 1 such BA Ordinary Shares are paid up in full

3 BA Holdco Ordinary Shares

3 1 Subject to and in consideration of the cancellation of the Scheme Ordinary Shares and the issue of the New Ordinary Shares to BA Holdco and/or its nominee(s) pursuant to Clause 2, BA Holdco shall (subject to the provisions of Clause 3 2) allot and issue (credited as fully paid and free from all liens, charges, equitable interests, encumbrances and other third party rights and interests of any nature whatsoever) BA Holdco Ordinary Shares to the Custodian to be held on bare trust by the Custodian pursuant to the provisions of the Trust Deed for the Scheme Ordinary Shareholders on the following basis

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one BA Holdco Ordinary Share for each Scheme Ordinary Share
held at the Scheme Record Time

3 2 The provisions of Clause 3 1 shall be subject to any prohibition or condition imposed by law Without prejudice to the generality of the foregoing, if, in respect of any Overseas Shareholder (or any person whom BA Holdco reasonably believes to be an Overseas Shareholder), BA Holdco is advised that the allotment and/or the issue of BA Holdco Ordinary Shares pursuant to Clause 3 1 to the Custodian for the benefit of such Overseas Shareholder would or might infringe the laws of any jurisdiction outside Spain or the United Kingdom or would or might require BA Holdco, IAG and/or the Custodian to obtain any governmental or other consent or effect any registration, filing or other formality with which BA Holdco, IAG and/or the Custodian is unable to comply or compliance with which BA Holdco, IAG and/or the Custodian regards as unduly onerous or, in either case, BA Holdco, IAG and/or the Custodian considers that to determine the same is not possible or is a matter which BA Holdco, IAG and/or the Custodian regards as unduly onerous or disproportionate given the number of Scheme Ordinary Shareholders with a registered address in that jurisdiction, then BA Holdco may in its sole discretion determine that the BA Holdco Ordinary Shares allotted and issued to the Custodian for the benefit of such Overseas Shareholder, shall be allotted and issued on terms that, as soon as reasonably practicable following the Scheme Effective Time, either (i) the relevant BA Holdco Ordinary Shares (ii) following the Merger Effective Date, the New IAG Shares which are issued to the Custodian by IAG in respect of the relevant BA Holdco Ordinary Shares pursuant to the IAG Merger or the IAG CDIs issued to the Receiving Agent on behalf of the relevant Overseas Shareholder and that represent those New IAG Shares shall be sold by the Custodian (or the Receiving Agent, as the case may be) on behalf of such Overseas Shareholder at the best price which can reasonably be obtained at the time of sale and the net proceeds of such sale shall (after the deduction of all expenses and commissions, including any amount in respect of value added tax or stamp duty payable thereon) be paid to such Overseas Shareholder by sending a cheque to such Overseas Shareholder in accordance with the provisions of Clause 4 None of BA Holdco, IAG, the Custodian, the Receiving Agent or any broker or agent of any of them shall have any liability (save in the case of fraud) for any loss arising as a result of the timing or terms of any such sale

4. Certificates and payment

4 1 Not later than one (1) Business Day after the Scheme Effective Date and, in any event, prior to the time at which the Merger Deed is executed, BA Holdco shall execute and file with the Madrid Mercantile Registry the Share Capital Increase Deed and, following such deed having been so filed, shall allot and issue all the BA Holdco Ordinary Shares which it is required to allot and issue pursuant to Clause 3 1 and shall take all other action as may be required in order for the Custodian to become the registered holder of the BA Holdco Ordinary Shares which are required to be allotted and issued to it pursuant to Clause 3 1

4 2 Not later than five (5) Business Days after the Scheme Effective Date, the Company shall arrange for the delivery to BA Holdco or, following the Merger Effective Date, to IAG of certificates in respect of BA Holdco's, or as the case may be IAG's, holdings of New Ordinary Shares

4 3 Not later than five (5) Business Days following the sale of any relevant BA Holdco Ordinary Shares or New IAG Shares or IAG CDIs pursuant to Clause 3 2, BA Holdco, or following the Merger Effective Date, IAG shall procure that the Custodian (or the Receiving Agent, as the case may be) shall account for the cash payable by despatching to the persons respectively entitled thereto cheques by post

4 4 All cheques required to be sent pursuant to Clause 4 3 shall be sent through the post in pre-paid envelopes addressed to the persons respectively entitled thereto at their respective addresses appearing in the register of members of the Company at the Scheme Record Time (or, in the case of joint holders, to the address of that one of the joint holders whose name stands first in the register in respect of the joint holding) or in accordance with any special instructions regarding communications received at the registered office of the Company prior to the Scheme Record Time

4 5 None of the Company, BA Holdco, the Custodian, the Receiving Agent, IAG, or any agent of any of them shall be responsible for any loss or delay in transmission of cheques sent in accordance with Clause 4 4

4 6 The provisions of this Clause 4 shall take effect subject to any prohibition or condition imposed by law

4 7 All cheques shall be made payable to the holder or, in the case of joint holders, to the joint holder whose name stands first in respect of the joint holding and the encashment of any such cheque shall be a complete discharge of BA Holdco, IAG, the Receiving Agent and the Custodian for the moneys represented thereby

5. Certificates representing Scheme Ordinary Shares and CREST entitlements

5 1 With effect from the Scheme Effective Time, all certificates representing holdings of Scheme Ordinary Shares shall cease to be valid in respect of such holdings and the holders of such shares shall be bound at the request of the Company to deliver such certificates for cancellation to the Company or to any person appointed by the Company to receive the same

5 2 With effect from the Scheme Effective Time, in respect of those Scheme Ordinary Shareholders who hold such shares in uncertificated form, Euroclear shall be instructed to cancel such Scheme Ordinary Shareholders' entitlements to such shares

6 Scheme Effective Time

6 1 The British Airways Scheme shall become effective in accordance with its terms as soon as an office copy of the Order(s) of the Court sanctioning the British Airways Scheme under section 899 of the Act and confirming under section 648 of the Act the reduction of capital provided for under the British Airways Scheme shall have been duly delivered to the Registrar of Companies for registration or, should the Court so order, upon registration of the Order confirming the reduction of capital

6 2 Unless the British Airways Scheme shall have become effective on or before 31 March 2011 or such later date, if any, as the Company and BA Holdco may agree and the Court may allow, it shall lapse

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7 Undertakings to implement the IAG Merger

7 1 Each of the Company, BA Holdco, IAG, Iberia and Iberia Opco will take, or procure the taking of, all actions as are reasonably necessary to be taken following the Scheme Effective Time in order to implement the IAG Merger as soon as reasonably practicable following the Scheme Effective Time, including executing the Merger Deed and the Issue of New IAG Shares to the holders of Iberia Ordinary Shares and to the Custodian on behalf of the holders of BA Holdco Ordinary Shares in accordance with the Merger Ratio

8 Modification

8 1 The Company, Iberia and BA Holdco may jointly consent on behalf of all persons concerned to any modification of or addition to the British Airways Scheme or to any condition which the Court may think fit to approve or impose

9. Costs

9 1 The Company is authorised and permitted to pay all the costs and expenses relating to the negotiation, preparation and implementation of the British Airways Scheme and the Merger (as that term is defined in the Scheme Document) (including any amounts in respect of VAT)

10. Governing Law

10 1 This Scheme is governed by English law and is subject to the jurisdiction of the English courts

Dated 26 October, 2010

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THE SECOND SCHEDULE

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In accordance with Section 108 of the Companies Act 2006

SH19
Statement of capital

iris LASERFORM

✓ **What this form is for**
You may use this form to complete a statement of capital for a company re-registering from unlimited to limited

✗ **What this form is NOT for**
You cannot use this form to complete a statement of capital for a private company reducing its share capital

For further information, please refer to our guidance at www companieshouse gov uk

1 Company details

Company number	1 7 7 7 7 7 7
Company name in full	British Airways Plc

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

Statement of capital

Section 2 (also **section 3** and **section 4** if appropriate) should reflect the company's share capital on re-registration

2 Statement of capital (Share capital in pound sterling (£))

Please complete the table below to show any class of shares held in pound sterling
If all your issued capital is in sterling, only complete **Section 2** and then go to **Section 5**.

Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
A2	£0 75	£0 00	115077695	£ 28,769,423 75
A2	£0 25	£0 00	1	£ 0 25
				£
				£
		Totals	115077696	£ 28,769,424 00

3 Statement of capital (Share capital in other currencies)

Please complete the table below to show any class of shares held in other currencies
Please complete a separate table for each currency

Currency

Class of shares (E.g Ordinary / Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
		Totals		

❶ Including both the nominal value and any share premium

❷ Total number of issued shares in this class

❸ Number of shares issued multiplied by nominal value of each share

Continuation pages
Please use a Statement of Capital continuation page if necessary

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SH19
Statement of capital

Currency				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
		Totals		

❶ Including both the nominal value and any share premium

❷ Total number of issued shares in this class

❸ Number of shares issued multiplied by nominal value of each share

Continuation pages
Please use a Statement of Capital continuation page if necessary

4 Statement of capital (Totals)

Please give the total number of shares and total aggregate nominal value of issued share capital

Total number of shares	115077696
Total aggregate ❹ nominal value	£28,769,424 00

❹ **Total aggregate nominal value**
Please list total aggregate values in different currencies separately
For example £100 + €100 + $10 etc.

5 Statement of capital (Prescribed particulars of rights attached to shares)

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in **Section 2** and **Section 3.**

Class of share	A2
Prescribed particulars ❺	See attached continuation sheet for full details The A2 shares carry the same rights as ordinary shares in respect of voting, dividends and capital distribution being 1) One vote per share, 2) rights to participate in dividend and any capital distribution pari passu with other ordinary and A2 shareholders The shares are not redeemable
Class of share	
Prescribed particulars ❺	

❺ **Prescribed particulars of rights attached to shares**
The particulars are
a particulars of any voting rights, including rights that arise only in certain circumstances,
b particulars of any rights, as respects dividends, to participate in a distribution,
c particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares

A separate table must be used for each class of share

Please use a Statement of capital continuation page if necessary

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OF JUSTICE

SH19
Statement of capital

Class of share	
Prescribed particulars ❶	
Class of share	
Prescribed particulars ❶	

❶ **Prescribed particulars of rights attached to shares**
The particulars are
a. particulars of any voting rights, including rights that arise only in certain circumstances,
b particulars of any rights, as respects dividends, to participate in a distribution,
c. particulars of any rights, as respects capital to participate in a distribution (including on winding up); and
d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares

A separate table must be used for each class of share

Please use a Statement of capital continuation page if necessary

6 Signature

I am signing this form on behalf of the company

Signature

Signature

X X

This form may be signed by
Director, Secretary, Person authorised ❷

❷ **Person authorised**
Under either section 270 or 274 of the Companies Act 2006

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SH19
Statement of capital

Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form The contact information you give will be visible to searchers of the public record

Contact name: Kulbinder Dosanjh

Company name: British Airways Plc

Address: Waterside (HBB3)

PO Box 365

Post town: Harmondsworth

County/Region:

Postcode: U B 7 0 G B

Country: UK

DX:

Telephone: 02087387603

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- [X] The company name and number match the information held on the public Register
- [X] You have completed the relevant sections of the statement of capital
- [X] You have signed the form

Important information

Please note that all information on this form will appear on the public record.

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1.

Further information

For further information, please see the guidance notes on the website at www companieshouse gov uk or email enquiries@companieshouse gov uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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HIGH COURT
CHANCERY CHAMBERS
OF JUSTICE

In accordance with Section 108 of the Companies Act 2006

SH19 - Continuation page

Statement of capital

5 Statement of capital (Prescribed particulars of rights attached to shares)

Class of share	A2
Prescribed particulars ❶	**Article 5** (A) Subject to the provisions of Article 5(B) below, whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any class may subject to the provisions of the Statutes, be varied or abrogated either with the consent in writing of the holders of not less than three quarters in nominal value of the issued shares of the class (excluding any shares held as treasury shares) or with the sanction of a Special Resolution passed at a separate General Meeting of the holders of the shares of the class (but not otherwise) and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up To every such separate General Meeting all the provisions of these Articles relating to General Meetings of the Company and to the proceedings thereat shall mutatis mutandis apply, except that the necessary quorum shall be at least two persons entitled to vote and holding or representing by proxy at least one-third in nominal value of the issued shares of that class held as a treasury shares, (but so that at any adjourned meeting any holder of shares of the class present in person or by proxy shall be a quorum) and that any holder of shares of the class present in person or by proxy may demand a poll and that every such holder entitled to vote shall on a poll have one vote for every share of the class held by him The foregoing provisions of this Article shall apply to the variation of abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the special rights whereof are to be varied **Article 5A** Save as set out in Article 128A(B) and Article 140A, the Ordinary Shares and the A2 Shares shall have the same rights, shall be subject to the same restrictions and shall rank pari passu in all respects **Article 128A** (A) Except as otherwise provided by paragraph (B) of this Article 128A, all dividends shall be apportioned and paid pro rata to each holder of Ordinary Shares or as the case may be A2 Shares according to the amounts paid up on such Ordinary Shares or A2 Shares (as the case may be) during any portion or portions of the period in respect of which the dividend is paid (B) Where the aggregate amount of any dividend or distribution which is declared, paid or made by the Company is less than £1 00, the holders of A2 Shares shall not be entitled to receive any part of such dividend or distribution **Article 140A** Notwithstanding Article 140 or any other provision in these Articles, neither the A2 Shares nor the Special Voting Share shall carry the right to participate in the capitalisations referred to in Clause 2 of the Scheme (as defined in (and for the purposes of) Article 156) of (i) the reserve arising in the Company's books of account created by the reduction of capital referred to in Clause 2 1 of the Scheme (as so defined) or (ii) the share premium account as referred to in Clause 2 3 of the Scheme (as so defined)

❶ **Prescribed particulars of rights attached to shares**

The particulars are

a particulars of any voting rights, including rights that arise only in certain circumstances

b particulars of any rights as respects dividends, to participate in a distribution;

c particulars of any rights as respects capital, to participate in a distribution (including on winding up); and

d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares

A separate table must be used for each class of share

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CHANCERY CHAMBERS
OF JUSTICE

No 8294 of 2010

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

COMPANIES COURT

MR JUSTICE HENDERSON

19 January 2011

IN THE MATTER OF
BRITISH AIRWAYS PLC

-and-

IN THE MATTER OF
THE COMPANIES ACT 2006

ORDER

sanctioning a Scheme of Arrangement

Slaughter and May
One Bunhill Row
London
EC1Y 8YY

Tel 020 7090 3456
Ref JCC/CDC

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