

SH01

Return of allotment of shares

BLUEPRINT

OneWorld

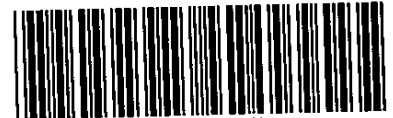
RE-SCAN

You can use the WebFiling service to file this form online
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☒ **What this form is for**
You may use this form to give
notice of shares allotted following
incorporation

☐ **What this form is NOT for**
You cannot use this form to give
notice of shares taken by subscrip
tion formation of the company or
for an allotment of a new class o
shares by an unlimited company

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01/02/2011

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COMPANIES HOUSE

1 Company details

Company number 1 7 7 7 7 7 7

Company name in full British Airways Plc

→ Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Allotment dates ¹

From Date d 2 d 6 m 0 m 1 y 2 y 0 y 1 y 1
To Date d d m m y y y y

1 Allotment date

If all shares were allotted on the
same day enter that date in the
'from date' box. If shares were
allotted over a period of time,
complete both 'from date' and 'to
date' boxes

3 Shares allotted

Please give details of the shares allotted, including bonus shares

2 Currency

If currency details are not
completed we will assume currency
is in pound sterling

Class of shares (E.g. Ordinary/Preference etc.)	Currency ²	Number of shares allotted	Nominal value of each share	Amount paid (including share premium)	Amount (if any) unpaid (including share premium)
B		1,000,000	1 00	1 00	0 00

If the allotted shares are fully or partly paid up otherwise than in cash, please
state the consideration for which the shares were allotted

Details of non-cash
consideration

If a PLC, please attach
valuation report (if
appropriate)

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Statement of capital

Section 4 (also Section 5 and Section 6, if appropriate) should reflect the company's issued capital at the date of this return

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

Please complete the table below to show each class of shares held in pound sterling. If all your issued capital is in sterling, only complete Section 4 and then go to Section 7

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
A1s	289 69776291	0	896,700	£ 259,771,984 00
A2s	289 69895426	0	99308	£ 28,769,423 75
B	1 00	0	1,000,000	£ 1,000,000
				£
Totals			1,996,008	£ 289,541,407 75

5 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				

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				

6 Statement of capital (Totals)

	Please give the total number of shares and total aggregate nominal value of issued share capital	❸ Total aggregate nominal value Please list total aggregate values in different currencies separately For example £100 + €100 + \$10 etc
Total number of shares	1,996,008	
Total aggregate nominal value ❸	£289,541,407 75	

❶ Including both the nominal value and any share premium

❷ E g Number of shares issued multiplied by nominal value of each share

❸ Total number of issued shares in this class

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

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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 4 and Section 5		① 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 Continuation page Please use a Statement of Capital continuation page if necessary
Class of share	A1	
Prescribed particulars ①	See continuation sheets	
Class of share	A2	
Prescribed particulars ①	See continuation sheets	
Class of share	B	
Prescribed particulars ①	See continuation sheets	

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Signature

I am signing this form on behalf of the company		② Societas Europaea If the form is being filed on behalf of a Societas Europaea (SE) please delete 'director' and insert details of which organ of the SE the person signing has membership ③ Person authorised Under either section 270 or 274 of the Companies Act 2006
Signature	Signature 	
This form may be signed by Director ②, Secretary, Person authorised ③, Administrator, Administrative receiver, Receiver, Receiver manager, CIC manager		

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7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	A1	
Prescribed particulars	<p>Article 9</p> <p>(1) In taking any decision, the directors shall comply with the fiduciary duties which they owe to the company under the Companies Acts. In particular, without prejudice to the generality of the foregoing, each director must exercise independent judgement and act in the way he considers, in good faith, would be most likely to promote the success of the company for the benefit of its members as a whole, and in doing so have regard (amongst other matters) to</p> <ul style="list-style-type: none"> (a) the likely consequences of any decision in the long term (b) the interests of the company's employees; (c) the need to foster the company's business relationships with customers, suppliers and others, (d) the impact of the company's operations on the community and the environment, (e) the desirability of the company maintaining a reputation for high standards of business conduct, and (f) the need to act fairly as between members of the company <p>(2) The A1 Shareholder may issue a recommendation to the board as to how any director should vote in respect of any resolution which is to be proposed to the board. Where the A1 Shareholder intends to issue such a recommendation, it shall first consult in good faith with the board of directors (or the Chairman and/or the CEO) as to the nature of such recommendation. Save in respect of any action or omission which is required to be approved by the directors pursuant to clause 3.4 of the Assurances Agreement before it can be taken or omitted to be taken as the case may be, each such director shall vote in accordance with any such recommendation at any directors' meeting at which the relevant resolution is proposed, provided that each such director is satisfied that to vote in accordance with such recommendation would not constitute a breach of article 9(1) above</p> <p>Article 23</p> <p>(1) With effect from and including the Merger Effective Date, the following persons shall be appointed as directors of the company for the Initial Period</p> <ul style="list-style-type: none"> (a) Chairman initially Mr M. Broughton, (b) CEO. Initially Mr K. Williams, (c) Two executive directors initially Mr A. Crawley and Mr F. van der Post. 	

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7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	A1	
Prescribed particulars	<p>Article 23 (continued)</p> <p>(d) Group Chief Financial Officer, initially Mr E Dupuy De Lome,</p> <p>(e) Iberna Opco Chief Executive Officer initially Mr R Sánchez-Lozano, and</p> <p>(f) Three non-executive directors initially Mr. K Smart, Ms A Reed and Mr G. Patterson.</p> <p>[NB – Information in (c) and (f) to be completed prior to the adoption of the articles]</p> <p>and any other person who was at that time a director of the company shall cease to be a director. As referred to above, Mr M Broughton shall be the Chairman and Mr K Williams shall be the CEO.</p> <p>(2) Subject to article 23(10), the B Shareholder shall be entitled by notice in writing to the company and to the A1 Shareholder to appoint three directors (the "B Directors") and to remove any such appointee at any time. Any B Director appointed by the B Shareholder shall be a United Kingdom National. The appointment or removal takes effect immediately upon deposit of the notice with the company or on such later date (if any) specified in the notice. The B Shareholder shall, prior to the service of any notice appointing or removing a director, consult, in good faith, with the A1 Shareholder as to such appointment or removal. However, following such consultation any decision to appoint or remove any such director shall solely be made by the B Shareholder. The directors referred to in article 23(1)(f) shall constitute the Initial B Directors.</p> <p>(3) Subject to article 23(10), where the B Shareholder is proposing to appoint any B Director(s) in accordance with article 23(2), it shall direct the B Directors (other than any B Director(s) which the B Shareholder is proposing to remove) to consider who should be appointed as B Director(s) by the B Shareholder and such B Directors (the "Nominating Directors") shall nominate a person to be so appointed. Where such a nomination is made, the Nominating Directors shall provide to the B Shareholder the following information in respect of the nominee:</p> <p>(i) a curriculum vitae of the nominee,</p> <p>(ii) a written confirmation from the Nominating Directors confirming that they believe the person so nominated is suitable to be a Director of the company and explaining the reasons for such belief and confirming that nothing has come to their attention which would, in the view of the Nominating Directors, make the person so nominated unsuitable to be a Director of the company, and</p> <p>(iii) a written notice from the Nominating Directors setting out the reference and other background checks which have been carried out in respect of the person so nominated, together with the results of such checks, which shall include a criminal record check, a credit reference check and a search of the disqualified directors register maintained by Companies House. In addition, the notice should provide a confirmation that the person so nominated is not, nor has in the past been, a director of a company which is, or was at the time at which such person was a director, both included in the FTSE 250 and the subject of any receivership, compulsory liquidation, creditors' voluntary liquidation or administration proceedings.</p>	

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

Class of share	A1
Prescribed particulars	<p>Article 23 (continued)</p> <p>(4) The B Shareholder shall designate by notice to the company from time to time, one of the B Directors as the Senior B Director. The first person listed in article 23(1)(f) shall be the initial Senior B Director. If no B Director is designated as the Senior B Director, then the B Director whose surname comes earliest in the alphabet shall be the Senior B Director. The Senior B Director shall be the deputy chairman of the company.</p> <p>(5) During the Initial Period and following the Initial Period, to the extent that any B Shares are in issue, the A1 Shareholder shall be entitled by notice in writing to the company and the B Shareholder to appoint up to four directors (the "A Directors") and to remove any appointee at any time, provided that, if any B Shares are in issue, then unless the shareholders agree otherwise, one A Director shall be the person who is the chief executive officer from time to time of Iberia, Líneas Aéreas de España, Sociedad Anónima Operadora and one A Director shall be the person who is the chief financial officer from time to time of the A1 Shareholder. In addition at least two of the A Directors shall be executive directors of the company. The appointment or removal takes effect immediately upon deposit of the notice with the company or on such later date (if any) specified in the notice. The directors referred to in article 23(1)(c), (d) and (e) shall constitute the initial A Directors.</p> <p>(6) There shall be a minimum of two and a maximum of nine directors, provided that, if any B Shares are in issue, there shall be nine directors.</p> <p>(7) The appointment of the Chairman as chairman of the company and the CEO as chief executive officer of the company shall automatically determine if such person ceases to be a director but without prejudice to any claim for damages for breach of any contract of service between him and the company.</p> <p>(8) The A1 Shareholder may remove the Chairman and/or the CEO as directors at any time by giving notice in writing to the company and the B Shareholder to that effect. If any B Shares are in issue, the A1 Shareholder shall, for such period of time as is reasonable and practicable in the circumstances, consult with the Senior B Director (who shall have the opportunity to make representations during such consultation) prior to removing the Chairman and/or the CEO pursuant to this article 23(8). The Senior B Director may, at any time, inform the other B Directors of any matter discussed between him and the A1 Shareholder during such consultation.</p> <p>(9) If any B Shares are in issue, unless the A1 Shareholder and the B Shareholder agree otherwise, in the event of the position of Chairman and/or CEO being or becoming vacant, the following procedure shall apply with respect to the appointment of a new Chairman or CEO, as the case may be (the Chairman or CEO, as applicable, in this article 23(9) being referred to as the "Relevant Director"):</p> <p>(a) The Nominations Committee to the extent not already in existence shall be established.</p>

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7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	A1	
Prescribed particulars	<p>Article 23 (continuation)</p> <p>(b) The Nominations Committee shall consider who should be appointed to be the Relevant Director. Each of the A1 Shareholder and the B Shareholder shall be entitled to make nominations to the Nominations Committee of potential appointees and for the avoidance of doubt, if the position of the Chairman and/or the CEO is vacant as a result of the A1 Shareholder exercising its rights under article 23(8), then the B Shareholder may, if it chooses, nominate the person removed by the A1 Shareholder pursuant to article 23(8). The Nominations Committee shall nominate a person to be the Relevant Director, provided that it shall nominate a person to be the Relevant Director only if the A1 Shareholder has given its prior consent to such person being so nominated. The Nominations Committee shall give notice (the "Nomination Notice") to the A1 Shareholder and the B Shareholder of its nomination of the person to be the Relevant Director which notice shall be accompanied by</p> <p>(i) a curriculum vitae of the person nominated to be the Relevant Director;</p> <p>(ii) a written confirmation from the Nominations Committee confirming that they believe the person so nominated is suitable to be a Director, the Chairman or the CEO as the case may be, of the company and explaining the reasons for such belief and confirming that nothing has come to their attention which would, in the view of the Nominations Committee, make the person so nominated unsuitable to be a Director, the Chairman or the CEO, of the company, and</p> <p>(iii) a written notice from the Nominations Committee setting out the reference and other background checks which have been carried out in respect of the person so nominated, together with the results of such checks, which shall include a criminal record check, a credit reference check and a search of the disqualified directors register maintained by Companies House. In addition, the notice should provide a confirmation that the person so nominated is not, nor has in the past been, a director of a company which is or was at the time at which such person was a director, both included in the FTSE 250 and the subject of any receivership, compulsory liquidation, creditors' voluntary liquidation or administration proceedings.</p> <p>(c) The B Shareholder may veto the appointment of any person nominated by the Nominations Committee pursuant to article 23(9)(b) by delivering a notice in writing within 5 Business Days of receipt by the B Shareholder of the relevant Nomination Notice to the A1 Shareholder stating that it is exercising its veto right in respect of the proposed appointee.</p> <p>(d) If the veto right specified in article 23(9)(c) is duly exercised, unless and until the A1 Shareholder exercises its right set out in article 23(9)(e), the Nominations Committee may continue to propose other persons as the Relevant Director by serving a Nomination Notice on the A1 Shareholder and B Shareholder having followed the procedure set out in and in accordance with article 27(9)(b) and the B Shareholder may exercise its right of veto in respect of such person in accordance with article 23(9)(c).</p>	

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

Class of share	A1
Prescribed particulars	<p>Article 23 (continued)</p> <p>(e) Where any person proposed by the Nominations Committee to be the Relevant Director is vetoed by the B Shareholder pursuant to article 23(9)(c) or article 23(9)(d), the A1 Shareholder may convene a meeting of its shareholders to consider the approval of the relevant proposed appointee. At such meeting, any vote on a resolution shall be conducted by a poll and, in the event that the voting rights of the UK National Shares do not carry a majority of the total voting rights in the A1 Shareholder, then the voting rights in respect of the UK National Shares shall be treated as being magnified so that such shares shall, together, carry a majority of the voting rights in the A1 Shareholder. In effecting such magnification each UK National Share may have a fractional number of votes per share and calculations of the relevant fraction shall be rounded up to the nearest 2 decimal places and the number of votes that they shall carry together shall be such number as is as close to 50% of the resulting number of votes after such magnification (rounded up to the nearest whole number) plus one vote as is reasonably practicable taking account of the provisions on fractions set out above. For example, if the A1 Shareholder has 799,999 ordinary shares in issue, with each share carrying one vote and 200,000 of such shares are UK National Shares, then the votes of each UK National Share will be magnified such that each such share shall be treated as carrying 3 votes to every one vote carried by the ordinary shares which are not UK National Shares such that the UK National Shares together carry 600,000 votes of the 1,199,999 votes available to be cast on that resolution.</p> <p>(f) In the event that, at a meeting duly convened by the A1 Shareholder pursuant to article 23(9)(e), the shareholders of the A1 Shareholder vote in favour of the person proposed by the Nominations Committee (taking into account the fact that the voting rights in respect of the UK National Shares shall be treated as having been magnified in accordance with article 23(9)(e)), then, with effect from the end of the relevant shareholders' meeting, that person shall be deemed to have been appointed as the Relevant Director. In the event that the shareholders of the A1 Shareholder do not vote in favour of the person proposed by the Nominations Committee (taking into account the fact that the voting rights in respect of the UK National Shares shall be treated as having been magnified in accordance with article 23(9)(e)), then such person will not be appointed as the Relevant Director and the Nominations Committee may nominate another person to be so appointed in which case the B Shareholder shall have a right of veto in respect of such person which, if exercised, shall be exercised pursuant to article 23(9)(c) or article 23(9)(d).</p> <p>(g) If the veto rights specified in articles 23(9)(c), 23(9)(d) or 23(9)(f) as applicable are not exercised by the B Shareholder with respect to a proposed appointee as the Relevant Director within 5 Business Days of receipt by the B Shareholder of the relevant Nomination Notice then, on the day after such 5 Business Day period, such appointee shall be deemed to have been appointed as the Relevant Director.</p> <p>(10) Where there are no B Directors appointed to the board, or where the B Shareholder is proposing to remove all of the B Directors in accordance with article 23(2), the following shall apply in relation to the appointment of any person as a B Director (the "Relevant B Director")</p>

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

Class of share	A1
Prescribed particulars	<p>Article 23 (continued)</p> <p>(a) The B Shareholder shall nominate a person to be the Relevant B Director and shall give notice (the "B Shareholder Notice") of such nomination to the A1 Shareholder and the company. The appointment of the Relevant B Director shall take effect immediately upon deposit with the company or on such later date (if any) specified in the B Shareholder Notice, save where the B Shareholder Notice contains a request for the A1 Shareholder to convene a meeting of the shareholders of the A1 Shareholder in accordance with article 23(10)(b), in which case articles 23(10)(b) and 23(10)(c) shall apply.</p> <p>(b) If requested to do so by the B Shareholder in the relevant B Shareholder Notice, the A1 Shareholder shall convene a meeting of its shareholders to consider the approval of the person nominated by the B Shareholder pursuant to article 23(10)(a). At such meeting, any vote on a resolution shall be conducted by a poll and, in the event that the voting rights of the UK National Shares do not carry a majority of the total voting rights of the A1 Shareholder, then the voting rights in respect of the UK National Shares shall be treated as being magnified so that such shares shall, together, carry a majority of the voting rights in the A1 Shareholder. In effecting such magnification, each UK National Share may have a fractional number of votes per share and calculations of the relevant fraction shall be rounded up to the nearest 2 decimal places and the number of votes that they shall carry together shall be such number as is as close to 50% of the resulting number of votes after such magnification (rounded up to the nearest whole number) plus one vote as is reasonably practicable taking account of the provisions on fractions set out above. For example, if the A1 Shareholder has 799,999 ordinary shares in issue, with each share carrying one vote and 200,000 of such shares are UK National Shares then the votes of each UK National Share will be magnified such that each such share shall be treated as carrying 3 votes to every one vote carried by the ordinary shares which are not UK National Shares such that the UK National Shares together carry 600,000 votes of the 1,199,999 votes available to be cast on that resolution.</p> <p>(c) In the event that, at a meeting duly convened by the A1 Shareholder pursuant to article 23(10)(b), the shareholders of the A1 Shareholder vote in favour of the person nominated by the B Shareholder (taking into account the fact that the voting rights in respect of the UK National Shares shall be treated as having been magnified in accordance with article 23(10)(b)), then, with effect from the end of the relevant shareholders' meeting, that person shall be deemed to have been appointed as the Relevant B Director. In the event that the shareholders of the A1 Shareholder do not vote in favour of the person nominated by the B Shareholder (taking into account the fact that the voting rights in respect of the UK National Shares shall be treated as having been magnified in accordance with article 23(10)(b)), then such person will not be appointed as the Relevant B Director and the B Shareholder may nominate another person to be so appointed, in which case the provisions of article 23(10)(a), 23(10)(b) and this article 23(10)(c) shall apply to any person so nominated.</p> <p>(11) The B Shareholder shall serve a notice in writing on the A1 Shareholder and the company requesting the removal of the Chairman and/or CEO as directors if, at any time, three of the Key UK National Shareholders request the B Shareholder to do so. The B Shareholder shall be entitled to request, and shall not be required to serve the notice requesting the removal of the Chairman and/or the CEO as directors.</p>

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Class of share	A1	
Prescribed particulars	<p>Article 23 (continued)</p> <p>until it has received, confirmation from the A1 Shareholder that the persons who have requested that the B Shareholder serve such notice are Key UK National Shareholders. Following the service of such notice, the B Directors and the A1 Shareholder shall consult with each other for a reasonable period of time with a view to resolving the matter. In the event that, following such consultation, the A1 Shareholder agrees with the request to remove the Chairman or, as the case may be, the CEO, then the company shall, as soon as reasonably practicable following notice of such agreement being served by the A1 Shareholder on the company, remove the Chairman or, as the case may be, the CEO.</p> <p>(12) In the event that, following the consultation referred to in article 23(11) above, the A1 Shareholder does not agree with the request to remove the Chairman or, as the case may be, the CEO, then the A1 Shareholder shall convene a meeting of its shareholders to consider such request. At such meeting, any vote on a resolution shall be conducted by a poll and, in the event that the voting rights of the UK National Shares do not carry a majority of the total voting rights in the A1 Shareholder, then the voting rights in respect of the UK National Shares shall be treated as being magnified so that such shares shall, together, carry a majority of the voting rights in the A1 Shareholder. In effecting such magnification, each UK National Share may have a fractional number of votes per share and calculations of the relevant fraction shall be rounded up to the nearest 2 decimal places and the number of votes that they shall carry together shall be such number as is as close to 50% of the resulting number of votes after such magnification (rounded up to the nearest whole number) plus one vote as is reasonably practicable taking account of the provisions on fractions set out above. For example, if the A1 Shareholder has 799,999 ordinary shares in issue, with each share carrying one vote and 200,000 of such shares are UK National Shares, then the votes of each UK National Share will be magnified such that each such share shall be treated as carrying 3 votes to every one vote carried by the ordinary shares which are not UK National Shares such that the UK National Shares together carry 600,000 votes of the 1,199,999 votes available to be cast on that resolution.</p> <p>(13) In the event that, at a meeting duly convened by the A1 Shareholder pursuant to article 23(12), the shareholders of the A1 Shareholder vote in favour of the request to remove the Chairman or, as the case may be, the CEO (taking into account the fact that the voting rights in respect of the UK National Shares shall be treated as having been magnified in accordance with article 23(12)), then, with effect from the end of the relevant shareholder meeting, the relevant person shall be deemed to have been removed as a director of the company. In the event that the shareholders of the A1 Shareholder do not vote in favour of the request to remove the Chairman or, as the case may be, the CEO (taking into account the fact that the voting rights in respect of the UK National Shares shall be treated as having been magnified in accordance with article 23(12)), then the relevant person will not be removed as a director of the company as a result of the process set out in article 23(11), 23(12) and this article 23(13).</p> <p>(14) The shareholders shall take all such action as may be reasonably necessary to ensure that the appointments and removals of directors take effect (and, subject to applicable law, only take effect) as provided in this article 23.</p>	

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

Class of share	A1
Prescribed particulars	<p>Article 23 (continued)</p> <p>(15) This article 23 may not be altered unless all shareholders agree</p> <p>(16) Where the A1 Shareholder is intending to hold a meeting of its shareholders pursuant to articles 23(9)(e), 23(10)(b) or 23(12) it shall, prior to holding such meeting, notify the UK Civil Aviation Authority in writing that such meeting is to be held</p> <p>Article 37</p> <p>(1) No Disposal of any B Share by the B Shareholder is permitted, except</p> <p>(a) with the prior written consent of the A1 Shareholder, or</p> <p>(b) where required by the A1 Shareholder in accordance with article 38</p> <p>(2) Prior to the expiry of the Initial Period, the A1 Shareholder shall not give any consent pursuant to article 37(1)(a) where the Disposal which is the subject of such consent would, if effected, result in the corporate structure of the company no longer meeting the requirements of the National Control Structure</p> <p>Article 38</p> <p>(1) The B Shareholder shall be entitled, at any time, to require the company, by notice in writing (a "B Shareholder Redemption Notice"), to redeem the B Shares for an amount equal to the nominal value of such shares. In the event that a B Shareholder Redemption Notice is served on the company by the B Shareholder, the company shall redeem the B Shares for an amount equal to the nominal value of such shares no later than two Business Days following the date of such notice, subject to the company being lawfully able to redeem such shares</p> <p>(2) Subject to article 38(3) and article 38(4), at any time following the expiry of the Initial Period or, prior to the expiry of the Initial Period, at any time when the B Shareholder is in material breach of its obligations under the Subscription Agreement, the Trust Deed or these articles, the A1 Shareholder may either</p> <p>(a) serve notice in writing on the B Shareholder requiring such shareholder to transfer, for a consideration equal to the nominal value of such shares, all the B Shares held by it to such other person or persons as may be nominated by the A1 Shareholder; or</p> <p>(b) serve notice (an "A Shareholder Redemption Notice") in writing on the company requiring it to redeem the B Shares held by the B Shareholder, such redemption to be made in accordance with article 40 and subject to applicable law</p> <p>(3) In the event that the A1 Shareholder exercises its right under article 38 (2)(a) to require a transfer of B Shares prior to the expiry of the Initial Period then the A1 Shareholder must not nominate any person as the transferee of such B Shares where the transfer to such person would, if effected, result in the corporate structure of the company no longer meeting the requirements of the National Control Structure. In addition, no such transfer of B Shares must be effected until the person or persons to whom such shares are to be transferred has or have agreed in writing to enter into a Deed of Adherence upon such B Shares being transferred to it or them</p>

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

Class of share	A1
Prescribed particulars	<p>Article 38 (continued)</p> <p>(4) In the event that the A1 Shareholder exercises its right under article 38 (2)(b) to require the company to redeem the B Shares held by the B Shareholder prior to the expiry of the Initial Period, the relevant Redemption Notice must contain the names and registered addresses of the persons to whom an equivalent number of B Shares (carrying equivalent rights to the B Shares which are to be redeemed) are to be issued following the relevant redemption (the "New B Shareholders"). The A1 Shareholder must not nominate any person as a New B Shareholder where the issue of B Shares to such person would, if effected, result in the corporate structure of the company no longer meeting the requirements of the National Control Structure. The company will issue B Shares to the New B Shareholders in accordance with the relevant Redemption Notice subject to receipt by the company of the relevant subscription monies from the New B Shareholders immediately prior to, simultaneously with, or as soon as reasonably practicable following, the completion of the relevant redemption of B Shares. In addition, no such redemption of B Shares shall be effected until the New B Shareholders have agreed in writing to enter into a Deed of Adherence upon the relevant B Shares being issued to them.</p> <p>(5) The provisions of article 38(3) do not apply in the event that the A1 Shareholder exercises its right under article 38(2)(a) following the expiry of the Initial Period and the provisions of article 38(4) do not apply in the event that the A1 Shareholder exercises its right under article 38(2)(b) following the expiry of the Initial Period provided, in each case, that the National Control Structure has previously been terminated or is to terminate at substantially the same time as the National Control Structure.</p> <p>Article 39</p> <p>(1) Where the A1 Shareholder or the B Shareholder exercise its respective right to require the company to redeem any B Shares in accordance with article 38(2)(b) the company and the B Shareholder shall take all actions as may be reasonably necessary to effect such redemption of any B Shares in accordance with article 38(2)(b) and these articles and shall execute such documentation as may be reasonably requested by the A1 Shareholder in respect of such redemption.</p> <p>(2) Where the A1 Shareholder exercises its right to require the transfer of any B Shares from the B Shareholder in accordance with article 38(2)(a), the B Shareholder shall take all actions as may be reasonably necessary to effect the transfer of such B Shares in accordance with article 38(2)(a) and these articles and shall execute such documentation as may be reasonably requested by the A1 Shareholder in respect of such transfer.</p> <p>(3) In the event that the B Shareholder fails or refuses to execute any documentation required to be executed by it pursuant to article 39(1) or 39 (2)</p> <p>(a) the company shall by written notice authorise any director to execute and deliver, on the B Shareholder's behalf, such documentation as is reasonably necessary to effect the redemption, or as the case may be, the transfer of the relevant B Shares, and</p> <p>(b) the company shall hold the purchase proceeds, or as the case may be the redemption proceeds, in trust for the B Shareholder.</p>

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Return of allotment of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	A1	
Prescribed particulars	<p>Article 39 (continued)</p> <p>In the case of a transfer of B Shares which is effected pursuant to this article 39(3), the receipt of the transfer proceeds by the company shall be a good discharge by the transferee of such shares, who shall not be bound to see the application of such proceeds. In addition, the company shall, subject to the instrument of transfer being duly stamped, cause the transferee to be registered as the holder of the relevant B Shares</p> <p>Once registration of a transfer of B Shares or, as the case may be, once a redemption of B Shares, has taken place in purported exercise of the power contained in this article 39(3), the validity of such transfer or redemption shall not be questioned by any person</p> <p>Article 40</p> <p>(1) The B Shares may be redeemed by the company only once it has received either an A Shareholder Redemption Notice or a B Shareholder Redemption Notice subject to the company being lawfully able to redeem such shares. The B Shares shall be redeemed for an amount equal to the nominal value of such shares (the "Redemption Amount").</p> <p>(2) Within five Business Days following the receipt of any A Shareholder Redemption Notice, the company shall notify the B Shareholder in writing that the B Shares are to be redeemed. Such notice by the company shall specify the date on which such redemption is to occur, which date shall be not less than two Business Days following the date of the notice and, on that date, the company shall redeem the B Shares subject to the company being lawfully able to redeem such B Shares</p> <p>(3) In respect of any redemption of the B Shares, the B Shareholder shall deliver the share certificate(s) representing the B Shares to the company on or prior to the date of redemption and, subject to the payment of the Redemption Amount, from the date of redemption such share certificate(s) shall cease to be valid</p> <p>(4) In the event that the B Shareholder exercises its right to require the redemption of the B Shares pursuant to article 38(1) of the articles, but the company is not able to fund the redemption out of distributable profits, the A1 Shareholder shall, on the date on which such redemption would, but for any restrictions under the Companies Acts, be required to be made, subscribe for such number of C Shares in the capital of the company as are necessary for the company to be able to fund the redemption out of the proceeds of the issue of such shares in accordance with applicable legislation and the company shall use the proceeds of subscription to effect the redemption.</p> <p>Article 41</p> <p>(1) The A1 Shares and the C Shares shall not be subject to any restriction on their transferability. The holder of the A2 Shares shall not transfer any A2 Shares held by it to any other person without the prior written consent of the A1 Shareholder</p> <p>(2) Any transfer of shares made in accordance with these articles shall be registered promptly. The directors shall decline to register any transfer of shares which is not made in accordance with these articles and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect the proposed transfer may be fraudulent</p>	

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Return of allotment of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	A1	
Prescribed particulars	<p>Article 41 (continued)</p> <p>(3) Shares may be transferred in accordance with these articles by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor</p> <p>(4) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share</p> <p>(5) The company may retain any instrument of transfer which is registered</p> <p>(6) The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it</p> <p>Article 42</p> <p>(1) If title to a share passes to a transferee in accordance with these articles, the company may recognise only the transferee as having any title to that share</p> <p>(2) Subject to article 42(3), a transferee who produces such evidence of entitlement to shares as the directors may properly require</p> <p>(a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and</p> <p>(b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder from whom the transferee derived such entitlement had</p> <p>(3) Transferees do not have the right to attend or vote at a general meeting or agree to a proposed written resolution in respect of shares to which they are entitled, by reason of the event which gave rise to the transmission, unless they become the holders of those shares in accordance with these articles</p> <p>Article 43</p> <p>(1) Transferees who wish to become the holders of shares to which they have become entitled in accordance with these articles must notify the company in writing of that wish</p> <p>(2) If the transferee wishes to have a share transferred to another person the transferee must execute an instrument of transfer in respect of it and obtain any relevant consents in accordance with these articles</p> <p>(3) Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transferee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.</p> <p>Article 44</p> <p>If a notice is given to a shareholder in respect of shares and a transferee (or any person nominated under article 42(2) is entitled to those shares, the transferee (and any person nominated under article 42(2) is bound by the notice if it was given to the shareholder before the transferee's name has been entered in the register of members</p>	

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

Class of share	A1
Prescribed particulars	<p>Article 45</p> <p>Where the company makes any dividend or other distribution of profits within the meaning of section 829 of the Companies Act 2006, the B Shareholder(s) shall be entitled to that portion of such dividend or distribution as is equal to one per cent of the aggregate amount of such dividend or distribution, provided that the aggregate amount of dividends and distributions that the B Shares shall be entitled to in aggregate at any time after the Merger Effective Date shall be capped at £1 per B Share. Such dividend or distribution shall be paid to the B Shareholder(s) pro rata to the number of B Shares held by them. The A1 Shareholder(s), the A2 Shareholder(s) and the C Shareholder(s) shall, together be entitled to the remaining portion of such dividend or distribution, such dividend or distribution to be paid pro rata to the number of A1 Shares, A2 Shares or C Shares (as the case may be) held by them, provided that where the aggregate amount of any dividend or distribution which is made by the company is less than £1, the holders of the A2 Shares shall not be entitled to receive any amount of such dividend</p> <p>Article 53</p> <p>On a return of capital, whether by way of liquidation, capital reduction, or otherwise, the Surplus Assets shall be applied in the following manner and in the following priority</p> <p>(a) first to the A1 Shareholder(s) the A2 Shareholder(s) and the C Shareholder(s) pro rata to the number of A1 Shares, A2 Shares, or C Shares (as the case may be) held by them until the aggregate amount of the Surplus Assets so distributed is equal to the aggregate nominal value of the A1 Shares, A2 Shares and C Shares then in issue,</p> <p>(b) thereafter, to the extent any Surplus Assets remain, they shall be distributed to the B Shareholder(s) pro rata to the number of B Shares held by them, until the aggregate amount of the Surplus Assets so distributed is equal to the aggregate nominal value of the B Shares then in issue, and</p> <p>(c) thereafter, to the extent any Surplus Assets remain, to the A1 Shareholder(s), A2 Shareholders and C Shareholder(s) pro rata to the number of A1 Shares, A2 Shares or C Shares (as the case may be) held by them,</p> <p>save that this article shall not apply to any redemption or repurchase of B Shares (whether out of share capital or distributable profits)</p> <p>Article 55</p> <p>(1) None of the Directors, the company, the A1 Shareholder, the A2 Shareholder, the B Shareholder or the C Shareholder shall convene or hold any general meeting of the shareholders or propose any written resolution of the shareholders (or the executing of any other document or the taking of any other steps which would have a similar effect) or take any steps to procure any of the foregoing unless, in each case, they are required by applicable law to do so, in which case the only resolutions which shall be put to the shareholders at such meeting or by way of written resolution shall be those which are required by applicable law to be so put</p>

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Return of allotment of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	A1	
Prescribed particulars	<p>Article 55 (continued)</p> <p>(2) Where the company proposes to put a resolution to the vote at a general meeting, the company shall circulate to the shareholders in advance of that meeting all information that is required to be so circulated by applicable law as well as such information as the company considers reasonably necessary in order for the shareholders to be properly informed about the subject matter of the proposed resolution</p> <p>Article 56</p> <p>(1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting</p> <p>(2) A person is able to exercise the right to vote at a general meeting when</p> <p>(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and</p> <p>(b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting</p> <p>(3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it</p> <p>(4) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other</p> <p>(5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them</p> <p>Article 57</p> <p>(1) No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum</p> <p>(2) Except when there are no B Shares in issue and subject to article 60(5), a quorum at any general meeting shall exist only if the A1 Shareholder and the B Shareholder are both present in person or by proxy and entitled to vote. If no B shares are in issue, except where the company has only one shareholder that is entitled to vote, a quorum at any general meeting shall exist if any two shareholders are present in person or by proxy</p> <p>(3) If and for so long as, the company has only one shareholder that is entitled to vote that shareholder present in person or by proxy shall be a quorum at any general meeting of the company or of the holders of any class of shares</p> <p>Article 61</p> <p>(1) All resolutions put to the vote of a general meeting shall be decided on a poll rather than on a show of hands</p>	

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Return of allotment of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	A1	
Prescribed particulars	<p>Article 61 (continued)</p> <p>(2) The A1 Shareholder, the A2 Shareholder and the B Shareholder at any general meeting of the company at which they are present in person or by proxy shall, on a poll, have one vote for each A1 Share, A2 Share or B Share (as the case may be) held by them in the capital of the company</p> <p>(3) The C Shares shall not confer any rights on a holder of such shares to attend, speak or vote at a general meeting of the company</p> <p>(4) The A2 Shareholder shall vote as directed by the A1 Shareholder in respect of all shareholders' resolutions</p> <p>Article 62</p> <p>(1) The B Shareholder shall exercise its voting rights in such manner as it considers in its sole opinion to be in the interests of the holders of the UK National Shares and shall not be obliged to vote in accordance with any recommendation of the A1 Shareholder issued pursuant to article 62(2) or any Committee Opinion (as defined in article 62(2)) where to do so would not, in the sole opinion of the B Shareholder, be in the interests of the holders of the UK National Shares</p> <p>(2) The A1 Shareholder shall, not less than five Business Days prior to the date of the relevant shareholders' meeting, issue a recommendation to the B Shareholder as to how the B Shareholder should vote in respect of any resolution which is to be proposed at a general meeting and, subject to article 62(1), the B Shareholder shall be obliged to vote in accordance with any such recommendation, provided that the B Shareholder shall not be obliged to vote in accordance with such recommendation where the Assurances Committee has delivered an opinion pursuant to clause 5.9 of the Assurances Agreement (a "Committee Opinion") that the resolution would, if passed, or as the case may be, not passed, result in</p> <p>(a) an action being taken, or being omitted to be taken, by the company which would result in a breach of clause 3.4 of the Assurances Agreement, or</p> <p>(b) an action being taken, or being omitted to be taken by the company, which would result in the corporate structure of the company no longer meeting the requirements of the National Control Structure,</p> <p>in which case, subject to article 62(1), the B Shareholder shall vote in favour of the resolution if the Committee Opinion states that if it were not passed either of the consequences set out in article 62(2)(a) or (b) would result and shall vote against the resolution if the Committee Opinion states that such consequences would result if such resolution were passed. Unless the Assurances Committee has delivered a Committee Opinion in respect of any resolution by the date falling two Business Days prior to the date on which the B Shareholder is required to vote in respect of such resolution, then such resolution shall be deemed not to result in either of the consequences set out in article 62(1)(a) or (b) if it were passed or, as the case may be, not passed</p>	

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Return of allotment of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	A1	
Prescribed particulars	<p>Article 62 (continued)</p> <p>(3) Where the B Shareholder determines that it will not vote in accordance with the recommendation of the A1 Shareholder in respect of any resolution (the "Disputed Resolution") pursuant to article 62(1), it shall notify the A1 Shareholder in writing of such fact as soon as reasonably practicable and, in any event, prior to the meeting at which the Disputed Resolution is to be proposed. If such notification is made, the A1 Shareholder may convene a meeting of its shareholders to consider the Disputed Resolution. In the event that the A1 Shareholder exercises such right, the general meeting at which the Disputed Resolution is to be proposed shall be adjourned until such time as the shareholders' meeting of the A1 Shareholder has been held. At such shareholders' meeting of the A1 Shareholder, any vote on a resolution shall be conducted by a poll and, in the event that the voting rights of the UK National Shares do not carry a majority of the total voting rights in the A1 Shareholder, then the voting rights in respect of the UK National Shares shall be treated as being magnified so that such shares shall, together, carry a majority of the voting rights in the A1 Shareholder. In effecting such magnification, each UK National Share may have a fractional number of votes per share and calculations of the relevant fraction shall be rounded up to the nearest 2 decimal places and the number of votes that they shall carry together shall be such number as is as close to 50% of the resulting number of votes after such magnification (rounded up to the nearest whole number) plus one vote as is reasonably practicable taking account of the provisions on fractions set out above. For example, if the A1 Shareholder has 799,999 ordinary shares in issue, with each share carrying one vote and 200,000 of such shares are UK National Shares, then the votes of each UK National Share will be magnified such that each such share shall be treated as carrying 3 votes to every one vote carried by the ordinary shares which are not UK National Shares such that the UK National Shares together carry 600,000 votes of the 1,199,999 votes available to be cast on that resolution.</p> <p>(4) In the event that, at a shareholders' meeting duly convened by the A1 Shareholder pursuant to article 62(3) the shareholders of the A1 Shareholder vote in favour of the Disputed Resolution (taking into account the fact that the voting rights in respect of the UK National Shares shall be treated as having been magnified in accordance with article 62(3)), then the B Shareholder must vote in favour of such resolution at any reconvened general meeting of the company at which such resolution is proposed (irrespective of the effect of such vote on the holders of the UK National Shares). In the event that the shareholders of the A1 Shareholder do not vote in favour of the Disputed Resolution (taking into account the fact that the voting rights in respect of the UK National Shares shall be treated as having been magnified in accordance with article 62(3)), then the B Shareholder must vote against such resolution at any reconvened general meeting of the company at which such resolution is proposed (irrespective of the effect of such vote on the holders of the UK National Shares).</p> <p>(5) The provisions as to voting set out above shall apply, with any necessary modifications, to any resolutions of the shareholders which are proposed to be passed as written resolutions.</p> <p>(6) Where the A1 Shareholder is intending to hold a meeting of its shareholders pursuant to article 62(3), it shall, prior to holding such meeting, notify the UK Civil Aviation Authority in writing that such meeting is to be held.</p>	

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Return of allotment of shares

7

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

Class of share	A1
Prescribed particulars	<p>Article 65</p> <p>(1) A person who is entitled to attend, speak or vote at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person</p> <p>(2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given</p> <p>(3) A notice revoking a proxy appointment takes effect only if it is delivered before the start of the meeting or adjourned meeting to which it relates</p> <p>(4) The directors may require the production of any evidence which they consider necessary to determine the validity of any proxy notice</p> <p>Article 76</p> <p>(1) In this article,</p> <p>(a) the "Capital Reorganisation" means the capital reorganisation of the company effected by way of special resolution passed on [e] 2010, and</p> <p>(b) the "Consolidation Number" means the total number of ordinary shares of 25 pence each in the capital of the company converted into A1 Shares pursuant to the Capital Reorganisation plus one divided by the total number of A1 Shares arising pursuant to the Capital Reorganisation</p> <p>(2) Notwithstanding any other provision of these articles, if at any time on or after the time of adoption of these articles:</p> <p>(a) any A1 Shares (the "New A1 Shares") or ordinary shares (the "New Ordinary Shares", and together with the New A1 Shares the "New Shares") (a) are issued to any person other than IAG and/or its nominees or (b) are transferred to any person other than IAG and/or its nominees by any employee benefit trust in settlement of any option or award granted pursuant to any BA Share Incentive Scheme (such person to whom such shares are issued or transferred pursuant to (a) or (b) above being a "New Member") then unless IAG determines otherwise, the New Shares shall be transferred immediately to IAG in consideration for and conditionally upon (i) the allotment and issue of the Consolidation Number of ordinary shares in IAG (fully paid) (or IAG procuring the transfer to the New Member of the Consolidation Number of ordinary shares in IAG (fully paid)) for every New A1 Share (if any) held by the New Member, rounded down to the nearest whole ordinary share or, as the case may be, the allotment and issue of one ordinary share in IAG (fully paid) (or IAG procuring the transfer to the New Member of one ordinary share in IAG (fully paid)) for every New Ordinary Share (if any) held by the New Member and (ii) the payment by IAG to the New Member of an amount equal to the amount of any dividends or other distributions paid or made by IAG and which the relevant New Member would have been entitled to receive in respect of his holding of ordinary shares in IAG had such shares in IAG been issued to the New Member on the date on which the New Shares were issued to it (the "Issue Date") and not been transferred or otherwise disposed of by such New Member following the Issue Date, and</p>

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Return of allotment of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	A1	
Prescribed particulars	<p>Article 76 (continued)</p> <p>(b) immediately following the transfer of the New Shares to IAG pursuant to sub-paragraph (a) above, the company shall reclassify, consolidate and/or subdivide the New Shares into C Shares (the "Reclassified Shares") as required such that the aggregate nominal value of the Reclassified Shares, rounded up to the nearest whole share, is equal to that of such New Shares. Where the nominal value of the Reclassified Shares is greater than the nominal value of the New Shares the company shall pay up the difference using the share premium account of the company.</p> <p>(3) Any New Member shall not, for the period during which he holds any New Shares, be entitled to exercise any rights attaching to the New Shares and shall not be entitled to receive any dividends or other distributions which such New Member might otherwise be entitled to receive in respect of such New Shares.</p> <p>(4) On any reorganisation of, or material alteration to, the share capital of the company or of IAG (including without limitation, any reclassification, consolidation and/or subdivision of the company's or IAG's share capital) following the Capital Reorganisation other than any reclassification, consolidation and/or subdivision pursuant to article 76(2)(b), the number of shares in IAG to be issued (or of which IAG is to procure the transfer) to any New Member pursuant to article 76(2) shall be adjusted by the directors in such manner as the auditors of the company or an independent investment bank selected by the company may determine to be appropriate to reflect such reorganisation or material alteration.</p> <p>(5) To give effect to any such transfer required by this article 76, the company may appoint any person to execute and deliver a form of transfer on behalf of, or as attorney for, the New Member in favour of IAG (or to such nominee(s) as IAG may direct by notice in writing to the company).</p>	

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7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	A1	
Prescribed particulars	<p data-bbox="343 499 453 521">Article 32</p> <p data-bbox="343 524 1107 645">(1) Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue further classes of shares with such rights or restrictions as may be determined by ordinary resolution or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the directors may decide</p> <p data-bbox="343 672 1107 770">(2) The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares</p> <p data-bbox="343 797 1107 869">(3) The rights, restrictions, terms and conditions attached to any shares issued pursuant to paragraph (1) or (2) of this article shall apply as if the same were set out in the articles</p>	

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7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	A2	
Prescribed particulars	<p>Article 41</p> <p>(1) The A1 Shares and the C Shares shall not be subject to any restriction on their transferability. The holder of the A2 Shares shall not transfer any A2 Shares held by it to any other person without the prior written consent of the A1 Shareholder.</p> <p>(2) Any transfer of shares made in accordance with these articles shall be registered promptly. The directors shall decline to register any transfer of shares which is not made in accordance with these articles and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect the proposed transfer may be fraudulent.</p> <p>(3) Shares may be transferred in accordance with these articles by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.</p> <p>(4) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.</p> <p>(5) The company may retain any instrument of transfer which is registered.</p> <p>(6) The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.</p> <p>Article 42</p> <p>(1) If title to a share passes to a transferee in accordance with these articles, the company may recognise only the transferee as having any title to that share.</p> <p>(2) Subject to article 42(3), a transferee who produces such evidence of entitlement to shares as the directors may properly require</p> <p>(a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and</p> <p>(b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder from whom the transferee derived such entitlement had.</p> <p>(3) Transferees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the event which gave rise to the transmission, unless they become the holders of those shares in accordance with these articles.</p> <p>Article 43</p> <p>(1) Transferees who wish to become the holders of shares to which they have become entitled in accordance with these articles must notify the company in writing of that wish.</p> <p>(2) If the transferee wishes to have a share transferred to another person, the transferee must execute an instrument of transfer in respect of it and obtain any relevant consents in accordance with these articles.</p>	

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7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	A2	
Prescribed particulars	<p>Article 43 (continued) (3) Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred</p> <p>Article 44 If a notice is given to a shareholder in respect of shares and a transmittee (or any person nominated under article 42(2) is entitled to those shares, the transmittee (and any person nominated under article 42(2) is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members</p> <p>Article 45 Where the company makes any dividend or other distribution of profits within the meaning of section 829 of the Companies Act 2006, the B Shareholder(s) shall be entitled to that portion of such dividend or distribution as is equal to one per cent of the aggregate amount of such dividend or distribution, provided that the aggregate amount of dividends and distributions that the B Shares shall be entitled to in aggregate at any time after the Merger Effective Date shall be capped at £1 per B Share. Such dividend or distribution shall be paid to the B Shareholder(s) pro rata to the number of B Shares held by them. The A1 Shareholder(s), the A2 Shareholder(s) and the C Shareholder(s) shall, together, be entitled to the remaining portion of such dividend or distribution, such dividend or distribution to be paid pro rata to the number of A1 Shares, A2 Shares or C Shares (as the case may be) held by them, provided that where the aggregate amount of any dividend or distribution which is made by the company is less than £1, the holders of the A2 Shares shall not be entitled to receive any amount of such dividend.</p> <p>Article 53 On a return of capital, whether by way of liquidation, capital reduction, or otherwise, the Surplus Assets shall be applied in the following manner and in the following priority</p> <p>(a) first to the A1 Shareholder(s), the A2 Shareholder(s) and the C Shareholder(s) pro rata to the number of A1 Shares, A2 Shares, or C Shares (as the case may be) held by them until the aggregate amount of the Surplus Assets so distributed is equal to the aggregate nominal value of the A1 Shares, A2 Shares and C Shares then in issue,</p> <p>(b) thereafter to the extent any Surplus Assets remain, they shall be distributed to the B Shareholder(s) pro rata to the number of B Shares held by them, until the aggregate amount of the Surplus Assets so distributed is equal to the aggregate nominal value of the B Shares then in issue, and</p> <p>(c) thereafter, to the extent any Surplus Assets remain, to the A1 Shareholder(s), A2 Shareholders and C Shareholder(s) pro rata to the number of A1 Shares, A2 Shares or C Shares (as the case may be) held by them,</p> <p>save that this article shall not apply to any redemption or repurchase of B Shares (whether out of share capital or distributable profits)</p>	

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Return of allotment of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	A2	
Prescribed particulars	<p>Article 55</p> <p>(1) None of the Directors, the company, the A1 Shareholder, the A2 Shareholder, the B Shareholder or the C Shareholder shall convene or hold any general meeting of the shareholders or propose any written resolution of the shareholders (or the executing of any other document or the taking of any other steps which would have a similar effect) or take any steps to procure any of the foregoing unless, in each case, they are required by applicable law to do so, in which case the only resolutions which shall be put to the shareholders at such meeting or by way of written resolution shall be those which are required by applicable law to be so put</p> <p>(2) Where the company proposes to put a resolution to the vote at a general meeting, the company shall circulate to the shareholders in advance of that meeting all information that is required to be so circulated by applicable law as well as such information as the company considers reasonably necessary in order for the shareholders to be properly informed about the subject matter of the proposed resolution</p> <p>Article 56</p> <p>(1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting</p> <p>(2) A person is able to exercise the right to vote at a general meeting when</p> <p>(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and</p> <p>(b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting</p> <p>(3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.</p> <p>(4) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other</p> <p>(5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting they are (or would be) able to exercise them</p> <p>Article 61</p> <p>(1) All resolutions put to the vote of a general meeting shall be decided on a poll rather than on a show of hands</p> <p>(2) The A1 Shareholder, the A2 Shareholder and the B Shareholder at any general meeting of the company at which they are present in person or by proxy, shall, on a poll, have one vote for each A1 Share, A2 Share or B Share (as the case may be) held by them in the capital of the company</p>	

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Return of allotment of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	A2	
Prescribed particulars	<p>Article 61 (continued)</p> <p>(3) The C Shares shall not confer any rights on a holder of such shares to attend, speak or vote at a general meeting of the company</p> <p>(4) The A2 Shareholder shall vote as directed by the A1 Shareholder in respect of all shareholders' resolutions</p> <p>Article 65</p> <p>(1) A person who is entitled to attend, speak or vote at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person</p> <p>(2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given</p> <p>(3) A notice revoking a proxy appointment takes effect only if it is delivered before the start of the meeting or adjourned meeting to which it relates</p> <p>(4) The directors may require the production of any evidence which they consider necessary to determine the validity of any proxy notice</p>	

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Return of allotment of shares

7 **Statement of capital (Prescribed particulars of rights attached to shares)**

Class of share	A2	
Prescribed particulars	<p>Article 32</p> <p>(1) Subject to the articles, but without prejudice to the rights attached to any existing share the company may issue further classes of shares with such rights or restrictions as may be determined by ordinary resolution or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the directors may decide</p> <p>(2) The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares</p> <p>(3) The rights, restrictions, terms and conditions attached to any shares issued pursuant to paragraph (1) or (2) of this article shall apply as if the same were set out in the articles</p>	

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Return of allotment of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	B	
Prescribed particulars	<p>Article 23</p> <p>(1) With effect from and including the Merger Effective Date, the following persons shall be appointed as directors of the company for the Initial Period:</p> <p>(a) Chairman: initially Mr M Broughton,</p> <p>(b) CEO: initially Mr K. Williams,</p> <p>(c) Two executive directors: initially Mr A. Crawley and Mr F. van der Post,</p> <p>(d) Group Chief Financial Officer: initially Mr E. Dupuy De Lome,</p> <p>(e) 1 Opco Chief Executive Officer: initially Mr R. Sánchez-Lozano, and</p> <p>(f) Three non-executive directors: initially Mr K. Smart, Ms A. Reed and Mr G. Patterson</p> <p>(NB – Information in (c) and (f) to be completed prior to the adoption of the articles)</p> <p>and any other person who was at that time a director of the company shall cease to be a director. As referred to above, Mr M. Broughton shall be the Chairman and Mr K. Williams shall be the CEO</p> <p>(2) Subject to article 23(10), the B Shareholder shall be entitled by notice in writing to the company and to the A1 Shareholder to appoint three directors (the "B Directors") and to remove any such appointee at any time. Any B Director appointed by the B Shareholder shall be a United Kingdom National. The appointment or removal takes effect immediately upon deposit of the notice with the company or on such later date (if any) specified in the notice. The B Shareholder shall, prior to the service of any notice appointing or removing a director, consult, in good faith, with the A1 Shareholder as to such appointment or removal. However, following such consultation any decision to appoint or remove any such director shall solely be made by the B Shareholder. The directors referred to in article 23(1)(f) shall constitute the initial B Directors.</p> <p>(3) Subject to article 23(10), where the B Shareholder is proposing to appoint any B Director(s) in accordance with article 23(2), it shall direct the B Directors (other than any B Director(s) which the B Shareholder is proposing to remove) to consider who should be appointed as B Director(s) by the B Shareholder and such B Directors (the "Nominating Directors") shall nominate a person to be so appointed. Where such a nomination is made, the Nominating Directors shall provide to the B Shareholder the following information in respect of the nominee:</p> <p>(i) a curriculum vitae of the nominee,</p> <p>(ii) a written confirmation from the Nominating Directors confirming that they believe the person so nominated is suitable to be a Director of the company and explaining the reasons for such belief and confirming that nothing has come to their attention which would, in the view of the Nominating Directors, make the person so nominated unsuitable to be a Director of the company, and</p>	

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Return of allotment of shares

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

Class of share	B
Prescribed particulars	<p>Article 23 (continued)</p> <p>(iii) a written notice from the Nominating Directors setting out the reference and other background checks which have been carried out in respect of the person so nominated, together with the results of such checks, which shall include a criminal record check, a credit reference check and a search of the disqualified directors register maintained by Companies House. In addition, the notice should provide a confirmation that the person so nominated is not, nor has in the past been, a director of a company which is, or was at the time at which such person was a director, both included in the FTSE 250 and the subject of any receivership, compulsory liquidation, creditors' voluntary liquidation or administration proceedings</p> <p>(4) The B Shareholder shall designate, by notice to the company from time to time one of the B Directors as the Senior B Director. The first person listed in article 23(1)(f) shall be the initial Senior B Director. If no B Director is designated as the Senior B Director, then the B Director whose surname comes earliest in the alphabet shall be the Senior B Director. The Senior B Director shall be the deputy chairman of the company.</p> <p>(5) During the Initial Period and following the Initial Period, to the extent that any B Shares are in issue, the A1 Shareholder shall be entitled by notice in writing to the company and the B Shareholder to appoint up to four directors (the "A Directors") and to remove any appointee at any time, provided that if any B Shares are in issue, then unless the shareholders agree otherwise, one A Director shall be the person who is the chief executive officer from time to time of Iberia, Líneas Aéreas de España, Sociedad Anónima Operadora and one A Director shall be the person who is the chief financial officer from time to time of the A1 Shareholder. In addition, at least two of the A Directors shall be executive directors of the company. The appointment or removal takes effect immediately upon deposit of the notice with the company or on such later date (if any) specified in the notice. The directors referred to in article 23(1)(c), (d) and (e) shall constitute the Initial A Directors.</p> <p>(6) There shall be a minimum of two and a maximum of nine directors, provided that, if any B Shares are in issue, there shall be nine directors.</p> <p>(7) The appointment of the Chairman as chairman of the company and the CEO as chief executive officer of the company shall automatically determine if such person ceases to be a director but without prejudice to any claim for damages for breach of any contract of service between him and the company.</p> <p>(8) The A1 Shareholder may remove the Chairman and/or the CEO as directors at any time by giving notice in writing to the company and the B Shareholder to that effect. If any B Shares are in issue, the A1 Shareholder shall, for such period of time as is reasonable and practicable in the circumstances, consult with the Senior B Director (who shall have the opportunity to make representations during such consultation) prior to removing the Chairman and/or the CEO pursuant to this article 23(8). The Senior B Director may, at any time, inform the other B Directors of any matter discussed between him and the A1 Shareholder during such consultation.</p>

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Return of allotment of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	B	
Prescribed particulars	<p>Article 23 (continued)</p> <p>(9) If any B Shares are in issue, unless the A1 Shareholder and the B Shareholder agree otherwise, in the event of the position of Chairman and/or CEO being or becoming vacant, the following procedure shall apply with respect to the appointment of a new Chairman or CEO, as the case may be (the Chairman or CEO, as applicable, in this article 23(9) being referred to as the "Relevant Director")</p> <p>(a) The Nominations Committee to the extent not already in existence shall be established</p> <p>(b) The Nominations Committee shall consider who should be appointed to be the Relevant Director. Each of the A1 Shareholder and the B Shareholder shall be entitled to make nominations to the Nominations Committee of potential appointees and, for the avoidance of doubt, if the position of the Chairman and/or the CEO is vacant as a result of the A1 Shareholder exercising its rights under article 23(8) then the B Shareholder may, if it chooses, nominate the person removed by the A1 Shareholder pursuant to article 23(8). The Nominations Committee shall nominate a person to be the Relevant Director, provided that it shall nominate a person to be the Relevant Director only if the A1 Shareholder has given its prior consent to such person being so nominated. The Nominations Committee shall give notice (the "Nomination Notice") to the A1 Shareholder and the B Shareholder of its nomination of the person to be the Relevant Director which notice shall be accompanied by</p> <p>(i) a curriculum vitae of the person nominated to be the Relevant Director;</p> <p>(ii) a written confirmation from the Nominations Committee confirming that they believe the person so nominated is suitable to be a Director, the Chairman or the CEO, as the case may be, of the company and explaining the reasons for such belief and confirming that nothing has come to their attention which would, in the view of the Nominations Committee, make the person so nominated unsuitable to be a Director, the Chairman or the CEO of the company, and</p> <p>(iii) a written notice from the Nominations Committee setting out the reference and other background checks which have been carried out in respect of the person so nominated, together with the results of such checks, which shall include a criminal record check, a credit reference check and a search of the disqualified directors register maintained by Companies House. In addition, the notice should provide a confirmation that the person so nominated is not, nor has in the past been, a director of a company which is, or was at the time at which such person was a director, both included in the FTSE 250 and the subject of any receivership, compulsory liquidation, creditors' voluntary liquidation or administration proceedings</p> <p>(c) The B Shareholder may veto the appointment of any person nominated by the Nominations Committee pursuant to article 23(9)(b) by delivering a notice in writing within 5 Business Days of receipt by the B Shareholder of the relevant Nomination Notice to the A1 Shareholder stating that it is exercising its veto right in respect of the proposed appointee</p>	

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Return of allotment of shares

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

Class of share	B
Prescribed particulars	<p>Article 23 (continued)</p> <p>(d) If the veto right specified in article 23(9)(c) is duly exercised, unless and until the A1 Shareholder exercises its right set out in article 23(9)(e), the Nominations Committee may continue to propose other persons as the Relevant Director by serving a Nomination Notice on the A1 Shareholder and B Shareholder having followed the procedure set out in and in accordance with article 27(9)(b) and the B Shareholder may exercise its right of veto in respect of such person in accordance with article 23(9)(c)</p> <p>(e) Where any person proposed by the Nominations Committee to be the Relevant Director is vetoed by the B Shareholder pursuant to article 23(9)(c) or article 23(9)(d), the A1 Shareholder may convene a meeting of its shareholders to consider the approval of the relevant proposed appointee. At such meeting, any vote on a resolution shall be conducted by a poll and, in the event that the voting rights of the UK National Shares do not carry a majority of the total voting rights in the A1 Shareholder, then the voting rights in respect of the UK National Shares shall be treated as being magnified so that such shares shall, together, carry a majority of the voting rights in the A1 Shareholder. In effecting such magnification, each UK National Share may have a fractional number of votes per share and calculations of the relevant fraction shall be rounded up to the nearest 2 decimal places and the number of votes that they shall carry together shall be such number as is as close to 50% of the resulting number of votes after such magnification (rounded up to the nearest whole number) plus one vote as is reasonably practicable taking account of the provisions on fractions set out above. For example, if the A1 Shareholder has 799,999 ordinary shares in issue, with each share carrying one vote and 200,000 of such shares are UK National Shares, then the votes of each UK National Share will be magnified such that each such share shall be treated as carrying 3 votes to every one vote carried by the ordinary shares which are not UK National Shares such that the UK National Shares together carry 600,000 votes of the 1,199,999 votes available to be cast on that resolution.</p> <p>(f) In the event that, at a meeting duly convened by the A1 Shareholder pursuant to article 23(9)(e), the shareholders of the A1 Shareholder vote in favour of the person proposed by the Nominations Committee (taking into account the fact that the voting rights in respect of the UK National Shares shall be treated as having been magnified in accordance with article 23(9)(e)), then, with effect from the end of the relevant shareholders' meeting, that person shall be deemed to have been appointed as the Relevant Director. In the event that the shareholders of the A1 Shareholder do not vote in favour of the person proposed by the Nominations Committee (taking into account the fact that the voting rights in respect of the UK National Shares shall be treated as having been magnified in accordance with article 23(9)(e)), then such person will not be appointed as the Relevant Director and the Nominations Committee may nominate another person to be so appointed, in which case the B Shareholder shall have a right of veto in respect of such person which, if exercised, shall be exercised pursuant to article 23(9)(c) or article 23(9)(d).</p> <p>(g) If the veto rights specified in articles 23(9)(c), 23(9)(d) or 23(9)(f), as applicable, are not exercised by the B Shareholder with respect to a proposed appointee as the Relevant Director within 5 Business Days of receipt by the B Shareholder of the relevant Nomination Notice then, on the day after such 5 Business Day period, such appointee shall be deemed to have been appointed as the Relevant Director.</p>

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Return of allotment of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	B	
Prescribed particulars	<p>Article 23 (continued)</p> <p>(10) Where there are no B Directors appointed to the board, or where the B Shareholder is proposing to remove all of the B Directors in accordance with article 23(2), the following shall apply in relation to the appointment of any person as a B Director (the "Relevant B Director")</p> <p>(a) The B Shareholder shall nominate a person to be the Relevant B Director and shall give notice (the "B Shareholder Notice") of such nomination to the A1 Shareholder and the company. The appointment of the Relevant B Director shall take effect immediately upon deposit with the company or on such later date (if any) specified in the B Shareholder Notice, save where the B Shareholder Notice contains a request for the A1 Shareholder to convene a meeting of the shareholders of the A1 Shareholder in accordance with article 23(10)(b), in which case articles 23(10)(b) and 23(10)(c) shall apply</p> <p>(b) If requested to do so by the B Shareholder in the relevant B Shareholder Notice, the A1 Shareholder shall convene a meeting of its shareholders to consider the approval of the person nominated by the B Shareholder pursuant to article 23(10)(a). At such meeting, any vote on a resolution shall be conducted by a poll and, in the event that the voting rights of the UK National Shares do not carry a majority of the total voting rights of the A1 Shareholder, then the voting rights in respect of the UK National Shares shall be treated as being magnified so that such shares shall, together, carry a majority of the voting rights in the A1 Shareholder. In effecting such magnification, each UK National Share may have a fractional number of votes per share and calculations of the relevant fraction shall be rounded up to the nearest 2 decimal places and the number of votes that they shall carry together shall be such number as is as close to 50% of the resulting number of votes after such magnification (rounded up to the nearest whole number) plus one vote as is reasonably practicable taking account of the provisions on fractions set out above. For example, if the A1 Shareholder has 799,999 ordinary shares in issue, with each share carrying one vote and 200,000 of such shares are UK National Shares then the votes of each UK National Share will be magnified such that each such share shall be treated as carrying 3 votes to every one vote carried by the ordinary shares which are not UK National Shares such that the UK National Shares together carry 600,000 votes of the 1,199,999 votes available to be cast on that resolution</p> <p>(c) In the event that, at a meeting duly convened by the A1 Shareholder pursuant to article 23(10)(b), the shareholders of the A1 Shareholder vote in favour of the person nominated by the B Shareholder (taking into account the fact that the voting rights in respect of the UK National Shares shall be treated as having been magnified in accordance with article 23(10)(b)), then, with effect from the end of the relevant shareholders' meeting, that person shall be deemed to have been appointed as the Relevant B Director. In the event that the shareholders of the A1 Shareholder do not vote in favour of the person nominated by the B Shareholder (taking into account the fact that the voting rights in respect of the UK National Shares shall be treated as having been magnified in accordance with article 23(10)(b)), then such person will not be appointed as the Relevant B Director and the B Shareholder may nominate another person to be so appointed, in which case the provisions of article 23(10)(a), 23(10)(b) and this article 23(10)(c) shall apply to any person so nominated</p>	

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Return of allotment of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	B	
Prescribed particulars	<p>Article 23 (continued)</p> <p>(11) The B Shareholder shall serve a notice in writing on the A1 Shareholder and the company requesting the removal of the Chairman and/or CEO as directors if, at any time, three of the Key UK National Shareholders request the B Shareholder to do so. The B Shareholder shall be entitled to request, and shall not be required to serve the notice requesting the removal of the Chairman and/or the CEO as directors until it has received, confirmation from the A1 Shareholder that the persons who have requested that the B Shareholder serve such notice are Key UK National Shareholders. Following the service of such notice the B Directors and the A1 Shareholder shall consult with each other for a reasonable period of time with a view to resolving the matter. In the event that, following such consultation, the A1 Shareholder agrees with the request to remove the Chairman or, as the case may be, the CEO then the company shall, as soon as reasonably practicable following notice of such agreement being served by the A1 Shareholder on the company, remove the Chairman or, as the case may be, the CEO.</p> <p>(12) In the event that, following the consultation referred to in article 23(11) above, the A1 Shareholder does not agree with the request to remove the Chairman or, as the case may be, the CEO, then the A1 Shareholder shall convene a meeting of its shareholders to consider such request. At such meeting, any vote on a resolution shall be conducted by a poll and, in the event that the voting rights of the UK National Shares do not carry a majority of the total voting rights in the A1 Shareholder then the voting rights in respect of the UK National Shares shall be treated as being magnified so that such shares shall, together carry a majority of the voting rights in the A1 Shareholder. In effecting such magnification, each UK National Share may have a fractional number of votes per share and calculations of the relevant fraction shall be rounded up to the nearest 2 decimal places and the number of votes that they shall carry together shall be such number as is as close to 50% of the resulting number of votes after such magnification (rounded up to the nearest whole number) plus one vote as is reasonably practicable taking account of the provisions on fractions set out above. For example, if the A1 Shareholder has 799,999 ordinary shares in issue, with each share carrying one vote and 200,000 of such shares are UK National Shares, then the votes of each UK National Share will be magnified such that each such share shall be treated as carrying 3 votes to every one vote carried by the ordinary shares which are not UK National Shares such that the UK National Shares together carry 600,000 votes of the 1,199,999 votes available to be cast on that resolution.</p> <p>(13) In the event that, at a meeting duly convened by the A1 Shareholder pursuant to article 23(12), the shareholders of the A1 Shareholder vote in favour of the request to remove the Chairman or, as the case may be, the CEO (taking into account the fact that the voting rights in respect of the UK National Shares shall be treated as having been magnified in accordance with article 23(12)), then, with effect from the end of the relevant shareholder meeting, the relevant person shall be deemed to have been removed as a director of the company. In the event that the shareholders of the A1 Shareholder do not vote in favour of the request to remove the Chairman or, as the case may be, the CEO (taking into account the fact that the voting rights in respect of the UK National Shares shall be treated as having been magnified in accordance with article 23(12)), then the relevant person will not be removed as a director of the company as a result of the process set out in article 23(11), 23(12) and this article 23(13).</p>	

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Return of allotment of shares

7

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

Class of share	B	
Prescribed particulars	<p>Article 23 (continued)</p> <p>(14) The shareholders shall take all such action as may be reasonably necessary to ensure that the appointments and removals of directors take effect (and, subject to applicable law, only take effect) as provided in this article 23</p> <p>(15) This article 23 may not be altered unless all shareholders agree</p> <p>(16) Where the A1 Shareholder is intending to hold a meeting of its shareholders pursuant to articles 23(9)(e), 23(10)(b) or 23(12) it shall, prior to holding such meeting, notify the UK Civil Aviation Authority in writing that such meeting is to be held</p> <p>Article 37</p> <p>(1) No Disposal of any B Share by the B Shareholder is permitted, except</p> <p>(a) with the prior written consent of the A1 Shareholder, or</p> <p>(b) where required by the A1 Shareholder in accordance with article 38</p> <p>(2) Prior to the expiry of the Initial Period, the A1 Shareholder shall not give any consent pursuant to article 37(1)(a) where the Disposal which is the subject of such consent would, if effected, result in the corporate structure of the company no longer meeting the requirements of the National Control Structure</p> <p>Article 38</p> <p>(1) The B Shareholder shall be entitled, at any time, to require the company, by notice in writing (a "B Shareholder Redemption Notice"), to redeem the B Shares for an amount equal to the nominal value of such shares. In the event that a B Shareholder Redemption Notice is served on the company by the B Shareholder, the company shall redeem the B Shares for an amount equal to the nominal value of such shares no later than two Business Days following the date of such notice, subject to the company being lawfully able to redeem such shares.</p> <p>(2) Subject to article 38(3) and article 38(4), at any time following the expiry of the Initial Period or, prior to the expiry of the Initial Period, at any time when the B Shareholder is in material breach of its obligations under the Subscription Agreement, the Trust Deed or these articles, the A1 Shareholder may either</p> <p>(a) serve notice in writing on the B Shareholder requiring such shareholder to transfer, for a consideration equal to the nominal value of such shares, all the B Shares held by it to such other person or persons as may be nominated by the A1 Shareholder, or</p> <p>(b) serve notice (an "A Shareholder Redemption Notice") in writing on the company requiring it to redeem the B Shares held by the B Shareholder, such redemption to be made in accordance with article 40 and subject to applicable law</p>	

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Return of allotment of shares

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

Class of share	B
Prescribed particulars	<p>Article 38 (continued)</p> <p>(3) In the event that the A1 Shareholder exercises its right under article 38 (2)(a) to require a transfer of B Shares prior to the expiry of the Initial Period, then the A1 Shareholder must not nominate any person as the transferee of such B Shares where the transfer to such person would, if effected, result in the corporate structure of the company no longer meeting the requirements of the National Control Structure. In addition, no such transfer of B Shares must be effected until the person or persons to whom such shares are to be transferred has or have agreed in writing to enter into a Deed of Adherence upon such B Shares being transferred to it or them</p> <p>(4) In the event that the A1 Shareholder exercises its right under article 38 (2)(b) to require the company to redeem the B Shares held by the B Shareholder prior to the expiry of the Initial Period, the relevant Redemption Notice must contain the names and registered addresses of the persons to whom an equivalent number of B Shares (carrying equivalent rights to the B Shares which are to be redeemed) are to be issued following the relevant redemption (the "New B Shareholders"). The A1 Shareholder must not nominate any person as a New B Shareholder where the issue of B Shares to such person would, if effected, result in the corporate structure of the company no longer meeting the requirements of the National Control Structure. The company will issue B Shares to the New B Shareholders in accordance with the relevant Redemption Notice subject to receipt by the company of the relevant subscription monies from the New B Shareholders immediately prior to, simultaneously with, or as soon as reasonably practicable following, the completion of the relevant redemption of B Shares. In addition, no such redemption of B Shares shall be effected until the New B Shareholders have agreed in writing to enter into a Deed of Adherence upon the relevant B Shares being issued to them</p> <p>(5) The provisions of article 38(3) do not apply in the event that the A1 Shareholder exercises its right under article 38(2)(a) following the expiry of the Initial Period and the provisions of article 38(4) do not apply in the event that the A1 Shareholder exercises its right under article 38(2)(b) following the expiry of the Initial Period provided, in each case, that the IPOco National Control Structure has previously been terminated or is to terminate at substantially the same time as the National Control Structure</p> <p>Article 39</p> <p>(1) Where the A1 Shareholder or the B Shareholder exercise its respective right to require the company to redeem any B Shares in accordance with article 38(2)(b), the company and the B Shareholder shall take all actions as may be reasonably necessary to effect such redemption of any B Shares in accordance with article 38(2)(b) and these articles and shall execute such documentation as may be reasonably requested by the A1 Shareholder in respect of such redemption</p> <p>(2) Where the A1 Shareholder exercises its right to require the transfer of any B Shares from the B Shareholder in accordance with article 38(2)(a), the B Shareholder shall take all actions as may be reasonably necessary to effect the transfer of such B Shares in accordance with article 38(2)(a) and these articles and shall execute such documentation as may be reasonably requested by the A1 Shareholder in respect of such transfer</p> <p>(3) In the event that the B Shareholder fails or refuses to execute any documentation required to be executed by it pursuant to article 39(1) or 39 (2)</p>

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Return of allotment of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	B	
Prescribed particulars	<p>Article 39 (continued)</p> <p>(a) the company shall by written notice authorise any director to execute and deliver, on the B Shareholder's behalf, such documentation as is reasonably necessary to effect the redemption, or as the case may be, the transfer of the relevant B Shares, and</p> <p>(b) the company shall hold the purchase proceeds, or as the case may be the redemption proceeds, in trust for the B Shareholder</p> <p>In the case of a transfer of B Shares which is effected pursuant to this article 39(3), the receipt of the transfer proceeds by the company shall be a good discharge by the transferee of such shares, who shall not be bound to see the application of such proceeds. In addition, the company shall, subject to the instrument of transfer being duly stamped, cause the transferee to be registered as the holder of the relevant B Shares</p> <p>Once registration of a transfer of B Shares or, as the case may be, once a redemption of B Shares, has taken place in purported exercise of the power contained in this article 39(3), the validity of such transfer or redemption shall not be questioned by any person</p> <p>Article 40</p> <p>(1) The B Shares may be redeemed by the company only once it has received either an A Shareholder Redemption Notice or a B Shareholder Redemption Notice subject to the company being lawfully able to redeem such shares. The B Shares shall be redeemed for an amount equal to the nominal value of such shares (the "Redemption Amount")</p> <p>(2) Within five Business Days following the receipt of any A Shareholder Redemption Notice, the company shall notify the B Shareholder in writing that the B Shares are to be redeemed. Such notice by the company shall specify the date on which such redemption is to occur, which date shall be not less than two Business Days following the date of the notice and, on that date, the company shall redeem the B Shares subject to the company being lawfully able to redeem such B Shares</p> <p>(3) In respect of any redemption of the B Shares, the B Shareholder shall deliver the share certificate(s) representing the B Shares to the company on or prior to the date of redemption and, subject to the payment of the Redemption Amount, from the date of redemption, such share certificate(s) shall cease to be valid</p> <p>(4) In the event that the B Shareholder exercises its right to require the redemption of the B Shares pursuant to article 38(1) of the articles, but the company is not able to fund the redemption out of distributable profits, the A1 Shareholder shall, on the date on which such redemption would, but for any restrictions under the Companies Acts, be required to be made, subscribe for such number of C Shares in the capital of the company as are necessary for the company to be able to fund the redemption out of the proceeds of the issue of such shares in accordance with applicable legislation and the company shall use the proceeds of subscription to effect the redemption</p>	

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Return of allotment of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	B	
Prescribed particulars	<p>Article 42</p> <p>(1) If title to a share passes to a transferee in accordance with these articles, the company may recognise only the transferee as having any title to that share</p> <p>(2) Subject to article 42(3), a transferee who produces such evidence of entitlement to shares as the directors may properly require</p> <p>(a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and</p> <p>(b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder from whom the transferee derived such entitlement had</p> <p>(3) Transferees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution in respect of shares to which they are entitled, by reason of the event which gave rise to the transmission, unless they become the holders of those shares in accordance with these articles</p> <p>Article 43</p> <p>(1) Transferees who wish to become the holders of shares to which they have become entitled in accordance with these articles must notify the company in writing of that wish</p> <p>(2) If the transferee wishes to have a share transferred to another person, the transferee must execute an instrument of transfer in respect of it and obtain any relevant consents in accordance with these articles</p> <p>(3) Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transferee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred</p> <p>Article 44</p> <p>If a notice is given to a shareholder in respect of shares and a transferee (or any person nominated under article 42(2)) is entitled to those shares, the transferee (and any person nominated under article 42(2)) is bound by the notice if it was given to the shareholder before the transferee's name has been entered in the register of members</p> <p>Article 45</p> <p>Where the company makes any dividend or other distribution of profits within the meaning of section 829 of the Companies Act 2006, the B Shareholder(s) shall be entitled to that portion of such dividend or distribution as is equal to one per cent. of the aggregate amount of such dividend or distribution, provided that the aggregate amount of dividends and distributions that the B Shares shall be entitled to in aggregate at any time after the Merger Effective Date shall be capped at £1 per B Share. Such dividend or distribution shall be paid to the B Shareholder(s) pro rata to the number of B Shares held by them</p>	

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Return of allotment of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	B	
Prescribed particulars	<p>Article 45 (continued) The A1 Shareholder(s), the A2 Shareholder(s) and the C Shareholder(s) shall, together, be entitled to the remaining portion of such dividend or distribution, such dividend or distribution to be paid pro rata to the number of A1 Shares, A2 Shares or C Shares (as the case may be) held by them, provided that where the aggregate amount of any dividend or distribution which is made by the company is less than £1, the holders of the A2 Shares shall not be entitled to receive any amount of such dividend</p> <p>Article 53 On a return of capital, whether by way of liquidation, capital reduction, or otherwise, the Surplus Assets shall be applied in the following manner and in the following priority</p> <p>(a) first to the A1 Shareholder(s), the A2 Shareholder(s) and the C Shareholder(s) pro rata to the number of A1 Shares, A2 Shares, or C Shares (as the case may be) held by them until the aggregate amount of the Surplus Assets so distributed is equal to the aggregate nominal value of the A1 Shares, A2 Shares and C Shares then in issue,</p> <p>(b) thereafter, to the extent any Surplus Assets remain, they shall be distributed to the B Shareholder(s) pro rata to the number of B Shares held by them, until the aggregate amount of the Surplus Assets so distributed is equal to the aggregate nominal value of the B Shares then in issue, and</p> <p>(c) thereafter to the extent any Surplus Assets remain, to the A1 Shareholder(s), A2 Shareholders and C Shareholder(s) pro rata to the number of A1 Shares, A2 Shares or C Shares (as the case may be) held by them,</p> <p>save that this article shall not apply to any redemption or repurchase of B Shares (whether out of share capital or distributable profits)</p> <p>Article 55 (1) None of the Directors, the company, the A1 Shareholder, the A2 Shareholder, the B Shareholder or the C Shareholder shall convene or hold any general meeting of the shareholders or propose any written resolution of the shareholders (or the executing of any other document or the taking of any other steps which would have a similar effect) or take any steps to procure any of the foregoing unless, in each case, they are required by applicable law to do so, in which case the only resolutions which shall be put to the shareholders at such meeting or by way of written resolution shall be those which are required by applicable law to be so put</p> <p>(2) Where the company proposes to put a resolution to the vote at a general meeting, the company shall circulate to the shareholders in advance of that meeting all information that is required to be so circulated by applicable law as well as such information as the company considers reasonably necessary in order for the shareholders to be properly informed about the subject matter of the proposed resolution</p> <p>Article 56 (1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting</p>	

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Return of allotment of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	B	
Prescribed particulars	Article 56 (continued)	
	(2) A person is able to exercise the right to vote at a general meeting when	
	(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and	
	(b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting	
	(3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it	
	(4) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other	
	(5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them	
	Article 57	
	(1) No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum	
	(2) Except when there are no B Shares in issue and subject to article 60(5), a quorum at any general meeting shall exist only if the A1 Shareholder and the B Shareholder are both present in person or by proxy and entitled to vote. If no B shares are in issue, except where the company has only one shareholder that is entitled to vote, a quorum at any general meeting shall exist if any two shareholders are present in person or by proxy	
	(3) If, and for so long as, the company has only one shareholder that is entitled to vote, that shareholder present in person or by proxy shall be a quorum at any general meeting of the company or of the holders of any class of shares.	
	Article 61	
	(1) All resolutions put to the vote of a general meeting shall be decided on a poll rather than on a show of hands	
	(2) The A1 Shareholder the A2 Shareholder and the B Shareholder at any general meeting of the company at which they are present in person or by proxy, shall, on a poll, have one vote for each A1 Share, A2 Share or B Share (as the case may be) held by them in the capital of the company	
	(3) The C Shares shall not confer any rights on a holder of such shares to attend, speak or vote at a general meeting of the company	
	(4) The A2 Shareholder shall vote as directed by the A1 Shareholder in respect of all shareholders' resolutions	

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Return of allotment of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	B	
Prescribed particulars	<p>Article 62</p> <p>(1) The B Shareholder shall exercise its voting rights in such manner as it considers in its sole opinion to be in the interests of the holders of the UK National Shares and shall not be obliged to vote in accordance with any recommendation of the A1 Shareholder issued pursuant to article 62(2) or any Committee Opinion (as defined in article 62(2)) where to do so would not, in the sole opinion of the B Shareholder, be in the interests of the holders of the UK National Shares</p> <p>(2) The A1 Shareholder shall, not less than five Business Days prior to the date of the relevant shareholders' meeting, issue a recommendation to the B Shareholder as to how the B Shareholder should vote in respect of any resolution which is to be proposed at a general meeting and, subject to article 62(1), the B Shareholder shall be obliged to vote in accordance with any such recommendation, provided that the B Shareholder shall not be obliged to vote in accordance with such recommendation where the Assurances Committee has delivered an opinion pursuant to clause 5.9 of the Assurances Agreement (a "Committee Opinion") that the resolution would, if passed, or as the case may be, not passed, result in</p> <p>(a) an action being taken, or being omitted to be taken, by the company which would result in a breach of clause 3.4 of the Assurances Agreement, or</p> <p>(b) an action being taken, or being omitted to be taken, by the company, which would result in the corporate structure of the company no longer meeting the requirements of the National Control Structure,</p> <p>in which case, subject to article 62(1), the B Shareholder shall vote in favour of the resolution if the Committee Opinion states that if it were not passed either of the consequences set out in article 62(2)(a) or (b) would result and shall vote against the resolution if the Committee Opinion states that such consequences would result if such resolution were passed. Unless the Assurances Committee has delivered a Committee Opinion in respect of any resolution by the date falling two Business Days prior to the date on which the B Shareholder is required to vote in respect of such resolution, then such resolution shall be deemed not to result in either of the consequences set out in article 62(1)(a) or (b) if it were passed or, as the case may be, not passed</p> <p>(3) Where the B Shareholder determines that it will not vote in accordance with the recommendation of the A1 Shareholder in respect of any resolution (the "Disputed Resolution") pursuant to article 62(1), it shall notify the A1 Shareholder in writing of such fact as soon as reasonably practicable and, in any event, prior to the meeting at which the Disputed Resolution is to be proposed. If such notification is made, the A1 Shareholder may convene a meeting of its shareholders to consider the Disputed Resolution. In the event that the A1 Shareholder exercises such right, the general meeting at which the Disputed Resolution is to be proposed shall be adjourned until such time as the shareholders' meeting of the A1 Shareholder has been held. At such shareholders' meeting of the A1 Shareholder, any vote on a resolution shall be conducted by a poll and, in the event that the voting rights of the UK National Shares do not carry a majority of the total voting rights in the A1 Shareholder, then the voting rights in respect of the UK National Shares shall be treated as being magnified so that such shares shall, together, carry a majority of the voting rights in the A1 Shareholder</p>	

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Return of allotment of shares

7

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

Class of share

B

Prescribed particulars

Article 62 (continued)

In effecting such magnification, each UK National Share may have a fractional number of votes per share and calculations of the relevant fraction shall be rounded up to the nearest 2 decimal places and the number of votes that they shall carry together shall be such number as is as close to 50% of the resulting number of votes after such magnification (rounded up to the nearest whole number) plus one vote as is reasonably practicable taking account of the provisions on fractions set out above. For example, if the A1 Shareholder has 789,899 ordinary shares in issue, with each share carrying one vote and 200,000 of such shares are UK National Shares, then the votes of each UK National Share will be magnified such that each such share shall be treated as carrying 3 votes to every one vote carried by the ordinary shares which are not UK National Shares such that the UK National Shares together carry 600,000 votes of the 1,199,899 votes available to be cast on that resolution.

(4) In the event that, at a shareholders' meeting duly convened by the A1 Shareholder pursuant to article 62(3), the shareholders of the A1 Shareholder vote in favour of the Disputed Resolution (taking into account the fact that the voting rights in respect of the UK National Shares shall be treated as having been magnified in accordance with article 62(3)), then the B Shareholder must vote in favour of such resolution at any reconvened general meeting of the company at which such resolution is proposed (irrespective of the effect of such vote on the holders of the UK National Shares). In the event that the shareholders of the A1 Shareholder do not vote in favour of the Disputed Resolution (taking into account the fact that the voting rights in respect of the UK National Shares shall be treated as having been magnified in accordance with article 62(3)), then the B Shareholder must vote against such resolution at any reconvened general meeting of the company at which such resolution is proposed (irrespective of the effect of such vote on the holders of the UK National Shares).

(5) The provisions as to voting set out above shall apply, with any necessary modifications, to any resolutions of the shareholders which are proposed to be passed as written resolutions.

(6) Where the A1 Shareholder is intending to hold a meeting of its shareholders pursuant to article 62(3) it shall, prior to holding such meeting, notify the UK Civil Aviation Authority in writing that such meeting is to be held.

Article 65

(1) A person who is entitled to attend, speak or vote at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.

(2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

(3) A notice revoking a proxy appointment takes effect only if it is delivered before the start of the meeting or adjourned meeting to which it relates.

(4) The directors may require the production of any evidence which they consider necessary to determine the validity of any proxy notice.

SH01

Return of allotment of shares

**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**

Deputy Company Secretary

Address

Waterside (HBB3)

PO Box 365

Post town **Harmondsworth**

County/Region

Postcode **U B 7 0 G B**

Country

DX

Telephone **0208 73 87603**

**Checklist**

We may return the forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have shown the date(s) of allotment in section 2
- ☐ You have completed all appropriate share details in section 3
- ☐ You have completed the appropriate sections of the Statement of Capital
- ☐ 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



Companies House
— for the record —

COMPANY NAME: BRITISH AIRWAYS PLC
COMPANY NUMBER: 01777777

A second filed SH01 was registered on 17/05/2011