

New Airways Pension Scheme

Copies are attached of the following supplemental deeds executed since the consolidation dated 1 April 2008:

Date	Description
2/4/09	Upper Accrual Point
9/6/09	Exoneration provisions and Clause 9(b) (Deputy Chairmen)
10/7/09	Clause 9 (Electronic Communications)

Dated 2 April

2009

-
- (1) BRITISH AIRWAYS PLC
- (2) ROGER PAUL MAYNARD
ROBERT BOYLE
MICHAEL RONALD GREY
GEOFFREY LEONARD LE BOUTILLIER
RAJESH RAMANLAL MEHTA
JONATHAN BRIAN ROUND
NICOLA JAYNE JONES
IAN DAVID BRETHERTON
IAN MICHAEL RYCRAFT
STEPHEN WILLIAM LAWRENCE GUNNING
DAVID WILLIAM SOUTHCOTT
IAN HOWICK

Supplemental Deed
(Upper Accrual Point)

New Airways Pension Scheme

Eversheds LLP
One Wood Street
London
EC2V 7WS

Tel 0845 497 9797
Fax 0845 497 4919
Int +44 20 7919 4500
DX 83 Chancery Lane WC2
www.eversheds.com
lon_lib1\3414660

THIS SUPPLEMENTAL DEED is made on *2 April* 2009

BY

- (1) **BRITISH AIRWAYS PLC** (registered number 01777777) whose registered office is at Waterside, PO Box 365, Harmondsworth, West Drayton UB7 0GB (~~the "Principal Company"); and~~
- (2) **ROGER PAUL MAYNARD, ROBERT BOYLE, MICHAEL RONALD GREY, GEOFFREY LEONARD LE BOUTILLIER, RAJESH RAMANLAL MEHTA, JONATHAN BRIAN ROUND, NICOLA JAYNE JONES, IAN DAVID BRETHERTON, IAN MICHAEL RYCRAFT, STEPHEN WILLIAM LAWRENCE GUNNING and DAVID WILLIAM SOUTHCOTT and IAN HOWICK** all c/o Whitelocke House, 2-4 Lampton Road, Hounslow, Middlesex TW3 1HU (the "**Management Trustees**").

BACKGROUND

- (A) The Management Trustees are the current Management Trustees of the New Airways Pension Scheme (the "**Scheme**"). The Scheme is governed by a Supplemental Deed of Amendment and Consolidation dated 3 April 2008 adopting a consolidated text of the trust deed ("the **Trust Deed**") and rules scheduled to the trust deed ("the **Rules**").
- (B) With effect on and from 6 April 2006, the Principal Company and the Management Trustees wish to amend the Trust Deed and Rules on the terms set out in this deed.
- (C) Under Clause 16 of the Trust Deed and Rules ("**Clause 16**") the Principal Company and the Management Trustees may amend the Trust Deed and Rules by a supplemental deed executed by the Principal Company and two Management Trustees who have been appointed by the Management Trustees to execute the deed.
- (D) The amendments contained in this deed have been authorised by a written resolution dated *April 2009*, which was signed by all of the Management Trustees.
Eversheds
- (E) Terms used in this deed which are not defined here shall leave the meaning given to them in the Trust Deed or in the Rules.
- (F) Confirmation for the purposes of Section 37 of the Pension Schemes Act 1993 is included in Schedule 2 to this deed.

OPERATIVE PROVISIONS

1. The Principal Company and the Management Trustees agree to amend the Trust Deed and Rules of the Scheme with effect on and from 6 April 2009 as set out in Schedule 1 to this deed.
2. This deed may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this deed.

EXECUTED as a deed and delivered on the date stated at the beginning of this deed.

THE COMMON SEAL of
BRITISH AIRWAYS PLC
was put on this deed
in the presence of:

)
)
)
)

Director
Director/Secretary

SIGNED as a deed by

in the presence of:

Witness signature:

Name:

Address:

Occupation:

)
)
)
) 



ROGER HUMPHREYS

WHITELOCKE HOUSE, 2-4 LAMPION RD
HOUSLOW

CHARTERED SECRETARY

SIGNED as a deed by

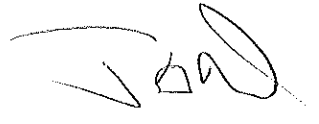
in the presence of:

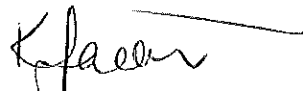
Witness signature:

Name:

Address:

Occupation:

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) 



WADE JACKSON

WHITELOCKE HOUSE, 2-4 LAMPION RD,
HOUSLOW

PERSONAL ASSISTANT

SCHEDULE 1

Amendments to Part I of the Rules

1. In Rule 1:

1.1 ~~the current definitions of "Qualifying Earnings" and "Upper Earnings Limit"~~ shall be replaced with the following new definitions:

"Qualifying Earnings" in relation to a period during which a Member or Pensioner has been in receipt of earnings from an Employer means PAYE earnings in excess of the qualifying earnings factor as defined in section 122(1) of the Social Security Contributions and Benefits Act 1992 applicable from time to time during that period but only to the extent that such earnings do not exceed:

- (i) in relation to any time during such period that falls before 6 April 2009, the Upper Earnings Limit applicable at each relevant time during that period; and
- (ii) in relation to any time during such period that falls on or after 6 April 2009, the Upper Accrual Point applicable at each relevant time during that period."

"Upper Earnings Limit" in relation to a period during which a Member or Pensioner has been in receipt of earnings from an Employer means the amount specified by regulations made by virtue of section 5(1) of the Social Security Contributions and Benefits Act 1992 as the upper earnings limit for Class 1 contributions applicable from time to time in relation to that period." and;

1.2 the following definition shall be inserted above the new definition of "Upper Earnings Limit":

"Upper Accrual Point" in relation to the period during which a Member or Pensioner has been in receipt of earnings from an Employer means the amount specified by section 122 of the Social Security Contributions and Benefits Act 1992, as may be amended from time to time, as the upper accrual point applicable from time to time in relation to that period."

2. Replace the current Rule 39(i) with the following:

- 2.1 "(i) Subject to the same adjustment for age disparity described in Note 3 to the Table in Rule 12, the yearly pension becoming payable to the surviving spouse or surviving Civil Partner of an FSS Member or an FSS Pensioner who in either case entered FSS Contributory Service for the

first or only time before 1 December 1994 must not be less than an amount equal to 1/160th of the FSS Member's or FSS Pensioner's Retiring Pay at whichever was the earliest of the date of his death, the date of his ceasing to be an FSS Member and his Normal Retirement Age for each completed year of his FSS Contributory Service which is contracted-out employment by reference to the Scheme. Retiring Pay for this purpose excludes any amount by which it exceeds:

- (a) where Retiring Pay falls to be ascertained by reference to a date before 6 April 2009, an amount equal to 52 times the weekly rate of the Upper Earnings Limit in force at the date on which Retiring Pay was ascertained; and
- (b) where Retiring Pay falls to be ascertained by reference to a date on or after 6 April 2009, an amount equal to 52 times the weekly rate of the Upper Accrual Point in force at the date on which Retiring Pay was ascertained."

SCHEDULE 2

Section 37 Confirmation

Actuary's confirmation under Regulation 42

To: The Trustees of the New Airways Pension Scheme ("the Scheme")

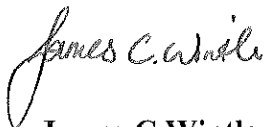
I am the Actuary to the Scheme appointed under Section 47(1) of the Pensions Act 1995.

Certain modifications are to be made to the Scheme by the Supplemental Deed (Upper Accrual Point) to which this certificate is to be appended.

I confirm:

- that I am aware of the modifications proposed to be made by this Deed,
- that I have considered the proposed modifications and
- that I am satisfied that the Scheme will continue to satisfy the statutory standard in accordance with Section 12A of the Pension Schemes Act 1993 if the modifications are made.

In this confirmation, words and expressions shall have the same meanings as in regulation 42(2) of the Occupational Pension Schemes (Contracting-Out) Regulations 1996 (S.I. 1996/1172) (as amended).



James C Wintle
Fellow of the Institute of Actuaries
Watson Wyatt Limited

27 March 2009

Watson House
London Road
Reigate
Surrey
RH2 9PQ

Dated

9 JUNE

2009

- (1) BRITISH AIRWAYS PLC
- (2) ROGER PAUL MAYNARD
ROBERT BOYLE
MICHAEL RONALD GREY
GEOFFREY LEONARD LE BOUTILLIER
RAJESH RAMANLAL MEHTA
JONATHAN BRIAN ROUND
NICOLA JAYNE JONES
IAN DAVID BRETHERTON
IAN MICHAEL RYCRAFT
STEPHEN WILLIAM LAWRENCE GUNNING
DAVID WILLIAM SOUTHCOTT
IAN WILLIAM HOWICK

Supplemental Deed
(Exoneration provisions and Clause 9(b))

New Airways Pension Scheme

Eversheds LLP
One Wood Street
London
United Kingdom
EC2V 7WS

Tel 0845 497 9797
Fax 0845 497 4919
Int +44 20 7919 4500
DX 154280, Cheapside 8
www.eversheds.com
LON_LIB1\3220593

THIS SUPPLEMENTAL DEED is made on

9 JUNE

2009

BY

- (1) **BRITISH AIRWAYS PLC** (registered number 01777777) whose registered office is at Waterside, PO Box 365, Harmondsworth, West Drayton UB7 0GB (the "**Principal Company**"); and
- (2) **ROGER PAUL MAYNARD, ROBERT BOYLE, MICHAEL RONALD GREY, GEOFFREY LEONARD LE BOUTILLIER, RAJESH RAMANLAL MEHTA, JONATHAN BRIAN ROUND, NICOLA JAYNE JONES, IAN DAVID BRETHERTON, IAN MICHAEL RYCRAFT, STEPHEN WILLIAM LAWRENCE GUNNING, DAVID WILLIAM SOUTHCOTT** and **IAN WILLIAM HOWICK** all c/o Whitelocke House, 2-4 Lampton Road, Hounslow, Middlesex TW3 1HU (the "**Management Trustees**").

BACKGROUND


- (A) The Management Trustees are the current Management Trustees of the New Airways Pension Scheme (the "**Scheme**"). The Scheme is governed by a Consolidated Trust Deed and Rules dated 3 April 2008 (the "**Deed**" and "**Rules**").
- (B) The Principal Company and the Management Trustees wish to amend the Deed and Rules as set out in this deed.
- (C) Under Clause 16 of the Deed ("**Clause 16**") the Principal Company and the Management Trustees may amend the Deed and Rules by a supplemental deed executed by the Principal Company and two Management Trustees who have been appointed by the Management Trustees to execute this deed.
- (D) At a meeting of the Management Trustees held on 23 March 2009:
 - (i) at least two thirds of the Management Trustees for the time being voted in favour of a resolution approving the alteration of the Deed and Rules on the terms set out in this deed; and
 - (ii) Roger Maynard and Ian Bretherton were appointed in accordance with Clause 16 to execute this deed.
- (E) Terms used in this deed which are not defined here shall have the meanings given to them in the Deed and Rules.

OPERATIVE PROVISIONS

1. The Principal Company and the Management Trustees agree to amend the Deed and Rules with effect from 23 March 2009 as set out in Schedule 1 to this deed.
2. If all or any part of this deed shall be illegal, invalid or unenforceable, then the remainder of that provision and all other provisions of this deed shall remain valid and enforceable.
3. The parties to this deed do not intend that any term of this deed should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this deed.

EXECUTED as a deed and delivered on the date stated at the beginning of this deed.


EXECUTED as a deed by
BRITISH AIRWAYS PLC
acting by two directors or a
director and its secretary

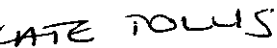
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)
)
)

Director 
Director/Secretary

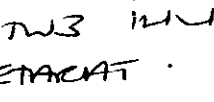
SIGNED as a deed by
ROGER MAYNARD
in the presence of:

) 
)
)

Witness signature: 

Name: 

Address: 

Occupation: 

SIGNED as a deed by
IAN BRETHERTON
in the presence of:

)
) 
)

Witness signature: 

Name: K TOLLIS

Address: WHITELOCKE USE, 2-4
LAMPION RD HARBLOW N3 1LW

Occupation: HEAD OF SECRETARIAT

SCHEDULE 1

Amendments to the Deed

Clause 9

1. Clause 9(b) of the Deed is amended by substituting the following for the existing words:

"The Principal Company may from time to time nominate one of the Management Trustees to be Chairman of the Management Trustees and another two to be the Deputy Chairmen and fix their respective terms of office."

Clause 24

2. For Clause 24(a), substitute the following:

"(a) None of the Management Trustees, no Custodian Trustee, no body corporate which is wholly owned (directly or indirectly) by a Custodian Trustee, no director of any body corporate which is a Custodian Trustee or is wholly owned (directly or indirectly) by a Custodian Trustee, and no officer or employee appointed by the Principal Company or by the Management Trustees to perform any function in relation to the Scheme shall be liable for any breach of trust other than a breach of trust resulting from a deliberate act or omission which the person concerned knows is legally wrong or is reckless as to whether it is legally wrong or not."

Dated

10 JULY

2009

- (1) BRITISH AIRWAYS PLC
- (2) ROGER PAUL MAYNARD
ROBERT BOYLE
MICHAEL RONALD GREY
GEOFFREY LEONARD LE BOUTILLIER
RAJESH RAMANLAL MEHTA
NICOLA JAYNE JONES
IAN DAVID BREThERTON
IAN MICHAEL RYCRAFT
STEPHEN WILLIAM LAWRENCE GUNNING
DAVID WILLIAM SOUTHCOTT
IAN HOWICK

Supplemental Deed
(Clause 9)

New Airways Pension Scheme

Eversheds LLP
One Wood Street
London
EC2V 7WS
lon_lib1/3570988

Tel 0845 497 9797
Fax 0845 497 4919
Int +44 20 7497 9797
DX 83 Chancery Lane WC2
www.eversheds.com

THIS SUPPLEMENTAL DEED is made on

10 JULY

2009

BY

- (1) **BRITISH AIRWAYS PLC** (registered number 01777777) whose registered office is at Waterside, PO Box 365, Harmondsworth UB7 0GB (the "**Principal Company**"); and
- (2) **ROGER PAUL MAYNARD, ROBERT BOYLE, MICHAEL RONALD GREY, GEOFFREY LEONARD LE BOUTILLIER, RAJESH RAMANLAL MEHTA, NICOLA JAYNE JONES, IAN DAVID BRETHERTON, IAN MICHAEL RYCRAFT, STEPHEN WILLIAM LAWRENCE GUNNING, DAVID WILLIAM SOUTHCOTT** and **IAN HOWICK** all c/o Whitelocke House, 2-4 Lampton Road, Hounslow, Middlesex TW3 1HU (the "**Management Trustees**").

BACKGROUND

- (A) The Management Trustees are the current Management Trustees of the New Airways Pension Scheme (the "**Scheme**"). The Scheme is governed by a Supplemental Deed of Amendment and Consolidation dated 3 April 2008 adopting a consolidated text of the trust deed (the "**Trust Deed**") and rules scheduled to the trust deed (the "**Rules**"), as amended by the deeds listed in the Schedule to this deed.
- (B) Under Clause 16 of the Trust Deed, the Principal Company and the Trustees may amend the Trust Deed and Rules by supplemental deed executed by the Principal Company and two Management Trustees who have been appointed by the Management Trustees to execute the deed.
- (C) At a meeting of the Management Trustees held on 22 June 2009:
 - (i) at least two thirds of the Management Trustees for the time being voted in favour of a resolution approving the alteration of the Trust Deed on the terms set out in this deed; and
 - (ii) **ROGER PAUL MAYNARD** and **IAN MICHAEL RYCRAFT** were appointed in accordance with Clause 16 of the Trust Deed to execute this deed.
- (D) Terms used in this deed which are not defined here have the meaning given to them in the Trust Deed and Rules.

OPERATIVE PROVISIONS

1. The Principal Company and the Management Trustees amend the Trust Deed with effect on and from 22 June 2009 as follows:

1.1 by substituting the following for the proviso in Clause 9(c):

"PROVIDED THAT a resolution in writing whether comprised in one document signed by all the Management Trustees or in more than one document which together contain the signatures of all the Management Trustees (where a signature reproduced in an e-mail, e-mail attachment or fax shall be as valid as an original signature) shall be as effectual as if it had been passed at a meeting of the Management Trustees duly convened and held."

1.2 by inserting a new sub-clause at the end of Clause 9 as follows:

"(I) In this Clause 9, any reference to "writing" includes e-mails, e-mail attachments and faxes, and expressions referring to writing are to be construed accordingly."

2. The parties to this deed do not intend that any term of this deed should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this deed.

EXECUTED as a deed and delivered on the date stated at the beginning of this deed.

EXECUTED as a deed by)
BRITISH AIRWAYS PLC)
 acting by two directors or a)
 director and its secretary)

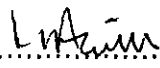


Director

 **Director/Secretary**



(**SIGNED** as a deed by
 (**ROGER PAUL MAYNARD**
 (in the presence of:

Witness signature: .....
 Name: LEONARD J. STENNIS.....
 Address: 25 ST JOHN ROAD.....
WILLOW.....
 Occupation: MANAGER, INVESTMENTS & FVS.....

I.M. Rycraft.

(**SIGNED** as a deed by
(**IAN MICHAEL RYCRAFT**
(in the presence of:

Witness signature: *R. Humphreys*

Name: *ROGER HUMPHREYS*

Address: *WHITE LOCKE HOUSE,*

..... *2-4 CAMPION ROAD, MOUNSCOE*

Occupation: *EMERGED SECRETARY*

SCHEDULE

Date	Document	Parties
02.04.2009	Supplemental Deed (Upper accrual point)	British Airways Plc R P Maynard Esq and others
09.06.2009	Supplemental Deed (Exoneration provisions and Clause 9(b))	British Airways Plc R P Maynard Esq and others