



PAKISTAN STOCK EXCHANGE LIMITED

(formerly: Karachi Stock Exchange Limited)

PSX/N-4360

NOTICE

August 03, 2016

Reproduced hereunder letter received from **AGRITECH LIMITED**, for information of all concerned.
(Complete details of Scheme of Arrangement for the rehabilitation of the Company along with the Order of Lahore High Court, Lahore is available on PSX Web.site).

(Copy of the same is also available on our Website www.psx.com.pk).



July 27, 2016

Muhammad Ghufan
Deputy General Manager
Pakistan Stock Exchange Limited
Stock exchange building,
Stock exchange Road, Karachi.

Subject: Notice of Extra Ordinary General Meeting – Reply Regarding


Dear Sir,

With reference to your letter no. PSX/C-1130-5444 dated July 19, 2016 wherein you are required to submit Scheme of Arrangement for the rehabilitation of the Company along with the order of Lahore High Court, Lahore dated June 10, 2016.

In this regard we would like to inform you that Notice of Extra Ordinary General Meeting along with said documents had already been dispatched to shareholders at June 30, 2016, however, Scheme of Arrangement for the rehabilitation of the Company along with the order of Lahore High Court, Lahore dated June 10, 2016 as "**Annexure-I**" is attached herewith for your reference.

You are requested to acknowledge the receipt and oblige.

Regards,


Syed Taneem Haider
Company Secretary



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ORDER SHEET
IN THE LAHORE HIGH COURT LAHORE
JUDICIAL DEPARTMENT.

C.O. No.21 of 2016.

In the matter of Agritech Limited

S. No. of order/ proceedings	Date of order/ Proceedings	Order with signatures of Judge, and that of parties of counsel, where necessary
	10.06.2016.	Mr. Waqqas Ahmad Mir Advocate for the petitioner.


This is a petition seeking sanction of this Court under sections 284 to 288 of the Companies Ordinance, 1984 in respect of the scheme of arrangement entered into between the petitioner company and its various creditors for the purposes of, *inter alia*, repayment of the debts owed by the petitioner company through sale of the immovable properties. It is further stated that majority of creditors have agreed to the scheme of arrangement and terms and conditions contained therein and have granted their no objection certificates. **Admit.**

2. The petitioner is directed to hold a special meeting in terms of section 284(1) of Companies Ordinance, 1984 read with Rules 55 and 61 of the Companies (Court) Rules 1997 within 45 days of the date of this order after complying with all the applicable formalities, for presenting the proposed scheme to its shareholders for sanctioning of the same or otherwise. A meeting of the creditors of the petitioner company shall also be held, the names and addresses whereof are mentioned at page 351 to 357 of this petition. Mr. Abdullah Dogar Advocate, is appointed as Chairman of the said meetings. The meetings shall be held under the supervision of Chairman after issuance of notices of the said meeting through public advertisement in daily 'Jang' and daily 'Dawn'. The petitioner shall ensure that all

the statutory formalities in regard to the holding of meeting of the shareholders are complied with. The said Chairman shall submit his report within seven days of the holding of the meetings.

3. After the report of the Chairman is filed, the office shall issue notice of the main petition through publication in the national editions of daily "Dawn", daily "Jang" and daily 'The Business Recorder' for 26.08.2016 at the expense of the petitioners under Rule 61 of the Companies (Court) Rules, 1997.

4. The chairman shall tentatively be paid by the petitioner fee in the sum of Rs.150,000/-.


(Shams Mehmood Mirza)
Judge.

17/6
Ihsan

SCHEME OF ARRANGEMENT

UNDER SECTIONS 284 TO 286 AND 288 OF THE COMPANIES ORDINANCE, 1984

BETWEEN

AGRITECH LIMITED

AND

AND THE CREDITORS OF AGRITECH LIMITED

RECITALS

This Scheme of Arrangement envisages the rehabilitation of Agritech Limited by restructuring / settling specific existing liabilities thereof, *inter alia*, by way of:

- (i) conversion of a portion of the existing liabilities of certain creditors into preference shares of Agritech Limited,
- (ii) restructuring / settlement of certain financial obligations of Agritech Limited; and
- (iii) development and sale of certain immovable properties of Agritech Limited,

along with all ancillary matters as contemplated under this Scheme of Arrangement.

A. DEFINITIONS AND INTERPRETATION

1. In this Scheme of Arrangement, unless the subject or context otherwise requires, the following expressions shall bear the meanings specified against them below:

- (i) **"Agritech"** means Agritech Limited, a public company limited by shares and listed on the Pakistan Stock Exchange Limited, incorporated and existing under the laws of Pakistan and having its registered office at 2nd Floor Asia Center, 8 – Babar Block, New Town, Lahore (which expression shall mean and include its successors-in-interest and permitted assignees);
- (ii) **"Assets"** means the assets, properties and rights of every description (whether present or future, actual or contingent) and includes properties and assets held on trust or as benami and securities, benefits, powers, rights, authorities, privileges, contracts, Government consents, sanctions and authorizations, including all registrations, licences, permits, categories, entitlements, sanctions, permissions and benefits relating to imports and exports, all trademarks, patents, copyrights,

licenses, liberties, secret processes, know-how, confidential information and without in any way limiting or prejudicing the generality of the foregoing, Assets shall include: (a) all properties, immovable and movable, real, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wheresoever situated, belonging to Agritech or claimed by Agritech; (b) all decretal amounts, bank and other accounts, cash balances, lease deposits, receivables, receipts, claims or entitlement under any and all insurance policies, reserve funds, revenue balances, investments, loans, advances, guarantees, deposits, repayments, receivables, trade debts and all other rights and interest in and arising out of such property in the ownership, possession, power or control of Agritech, whether within or out of Pakistan, and all books of accounts, registers, records and all other documents of whatever nature relating thereto; (c) all the connections and facilities for telecommunications, gas, electricity and other installations, owned by, leased or licensed to Agritech; and (d) the contingent claims and proceeds realized from the liquidation of the contingent claims;

- (iii) **"Completion Date"** means the date on which this Scheme becomes operative and binding pursuant to Clause 15.2 of the Scheme;
- (iv) **"Consenting Creditors"** means such of the Creditors, as listed in Schedule B who have, in principle, consented to the terms of this Scheme subject to sanction of this same by the Court;
- (v) **"Court"** means the Lahore High Court at Lahore or any other court of competent jurisdiction for the time being having jurisdiction under Sections 284 to 286 and 288 of the Ordinance with respect to this Scheme;
- (vi) **"Creditors"** means the creditors of Agritech described in Schedule A, including banking companies, investment banks, leasing companies, leasing modarabas, funds, development finance institutions, companies, persons and in general financial institutions, who are owed the Existing Liabilities by Agritech and the term "Creditor" shall mean any one of them;
- (vii) **"Director(s)"** means the person(s) nominated and elected / appointed as the directors of Agritech on its board, in accordance with the Ordinance;
- (viii) **"Effective Date"** means the close of business on the 31st day of December, 2013;
- (ix) **"Existing Liabilities"** means the aggregate of the Existing Liabilities – Principal Portion and the Existing Liabilities – Mark-up Portion, being the actual liabilities and financial obligations of Agritech towards the Creditors as of December 31, 2013 as detailed in Schedule C;
- (x) **"Existing Liabilities – Mark-up Portion"** means the amount of mark-up outstanding on the Existing Liabilities – Principal Portion on December 31, 2013, being an amount of PKR 6,074,641,092/- (Pak Rupees Six Billion Seventy Four Million Six Hundred Forty One Thousand Ninety Two), as per details provided in Schedule C;
- (xi) **"Existing Liabilities – Principal Portion"** means the sum of PKR 19,447,451,944/- (Pak Rupees Nineteen Billion Four Hundred Forty Seven Million Four Hundred Fifty One Thousand Nine Hundred Forty Four) as of December 31, 2013, being the

principal amounts payable to the Creditors, as per the details provided in **Schedule C**, subject to any repayment thereof in terms of Clause 11.4;

- (xii) **"Immovable Properties"** mean the immovable properties (including land and building) of Agritech detailed in **Schedule D**;
 - (xiii) **"Ordinance"** means the Companies Ordinance, 1984;
 - (xiv) **"Other Creditors"** means the creditors of Agritech, excluding the Creditors, which shall not be part of this Scheme and in respect of which the liabilities and obligations of Agritech shall not be affected in terms hereof;
 - (xv) **"PPTFC"** means privately placed term finance certificates, being instruments of redeemable capital under the provisions of section 120 of the Ordinance, which may be issued by Agritech in favour of the Creditors pursuant to the terms of this Scheme;
 - (xvi) **"Preference Shares"** means the preference shares to be issued by Agritech to the Creditors in accordance with the provisions of this Scheme, having the rights, privileges, entitlements, restrictions, conditions and terms as broadly stipulated in **Schedule E**;
 - (xvii) **"Proceeds"** means the sum of the gross proceeds realised by Agritech from the sale / lease of the Immovable Properties;
 - (xviii) **"Scheme"** means this Scheme of Arrangement;
 - (xix) **"SECP"** means the Securities and Exchange Commission of Pakistan;
 - (xx) **"Security"** or **"Securities"** mean any right, title, interest and benefit to any and all of the Assets created and / or granted as security by Agritech to the Creditors or any one or more of them including those created by way of mortgage, charge, pledge, lien, hypothecation, assignment or any other manner whatsoever and including any document or instrument evidencing the creation of such right, title or interest by way of security in favour of the Creditors from time to time; and
 - (xxi) **"Trustee"** means any firm or entity or financial institution or person(s) which may be appointed by the majority Creditors (in value).
2. Unless specified otherwise, wherever a reference to a "Clause" is made herein, the reference shall mean to a corresponding clause or paragraph under this Scheme.

B. BACKGROUND

3. Agritech is a public limited company, listed on the Pakistan Stock Exchange Limited, and was incorporated on December 15, 1959. The present authorized share capital of Agritech is PKR 15,000,000,000/- (Pak Rupees Fifteen Billion), divided into various classes of shares, out of which PKR 5,517,642,690/- (Pak Rupees Five Billion Five Hundred Seventeen Million Six Hundred Forty Two Thousand Six Hundred Ninety) is fully paid up. Agritech is engaged in the business of producing and selling urea and granulated single super phosphate fertilizer.

4. Agritech has faced difficulties in meeting its financial obligations towards the Creditors in respect of the financial indebtedness and financing facilities availed by Agritech and has not been able to fulfil its obligations towards the Creditors on account of various factors, primarily the shortage of natural gas in the country which has led to the curtailment of gas supply to Agritech, being the basic raw material required to carry out Agritech's business (i.e. urea business) and operations. It is necessary to restructure the Existing Liabilities in order to rehabilitate Agritech and ensure that it remains a going concern.
5. Furthermore, Agritech is desirous to utilize, develop and sell the Immovable Properties, over which encumbrances have been created in favour of the Creditors, which will generate funds for Agritech to reduce its financial indebtedness.
6. With a view to consider and effectuate the rehabilitation of Agritech and the restructuring / settlement of the Existing Liabilities, Agritech, the Directors and the Creditors have had detailed discussions and meetings and as a consequence thereof, the Scheme has been prepared reflecting the broadly agreed terms and conditions for compromise and arrangement between Agritech and the Consenting Creditors for sanction of the Court (subject to compliance of the requirements of sections 284 to 286 and 288 of the Ordinance).
7. The Creditors and Agritech have considered alternate ways of achieving and implementing the terms and conditions of compromise and arrangement agreed in principle amongst Agritech and the Consenting Creditors as contained in this Scheme in the most legally effective and practical manner. Consequently, Agritech and the Consenting Creditors are of the unanimous view, based on legal advice, that the most effective means of achieving the intended compromise and arrangement, as prescribed in this Scheme, which would be binding on all the Creditors, Agritech and all other parties in general, is to have this Scheme approved by the shareholders of Agritech and the Creditors in terms of the provisions of sections 284 to 286 and 288 of the Ordinance and sanctioned by the Court.

C. **TERMS OF THE SCHEME**

8. **Objective**

- 8.1 The principal objective of this Scheme is to record the terms and conditions of a legally binding compromise and arrangement between the Creditors on the one part and Agritech on the other part, for ensuring, *inter alia*, the restructuring / settlement of Existing Liabilities and ancillary measures as follows:
- (i) Issuance of Preference Shares by Agritech to the Creditors against the entire Existing Liabilities – Principal Portion and such portion of the Existing Liabilities – Mark-up Portion as may be opted by the respective Creditors in terms of this Scheme;
 - (ii) Settlement / restructuring and repayment of the remaining portion of the Existing Liabilities – Mark-up Portion as agreed with the respective Creditors from the options prescribed under this Scheme (including substitution of the obligations of Agritech with respect to such liabilities to obligations under the PPTFC to be issued by Agritech, if opted under this Scheme); and

(iii) Release of the Security interests over the Immovable Properties (unless the same have already been released) for the purposes of consummating the sale / lease thereof and utilizing the funds in the manner agreed between the parties and / or pooling of Securities in favour of the Creditors.

8.2 It is clarified that the Scheme and the arrangement envisaged hereunder does not pertain to the Other Creditors or affect the financial indebtedness, obligations or liabilities of Agritech towards the Other Creditors.

9. Acknowledgement of Existing Liabilities and undertaking to convert, restructure and settle the same

9.1 Agritech and its Directors irrevocably and unconditionally acknowledge the amount of Existing Liabilities (as per details provided in Schedule C) as being due and payable to the Creditors as of December 31, 2013 as per the terms of the contracts, agreements, documents and arrangements between Agritech and the relevant Creditors and irrevocably waive any objection to the calculation of the amounts of the Existing Liabilities of each of the Creditors, or the right of the relevant Creditor to receive and recover the amounts of the Existing Liabilities of each of the Creditors, including the break-up components of principal, sale price, purchase price, mark-up, profit, discount rate, investment amounts, lease rentals, rates of return, charges, costs, fees, having duly verified the amounts and reviewed all supporting documents and statements of accounts with each individual Creditor.

9.2 In respect of the Existing Liabilities towards the Creditors, Agritech shall, upon the Completion Date and subject to sanction of the Scheme by the Court, be liable to repay / convert / settle / restructure such liabilities to the Creditors, and the Creditors shall accept payment of, the amounts of the Existing Liabilities, in the manner stipulated under this Scheme involving the restructuring / rearrangement of the obligations of Agritech towards the Creditors in respect of the Existing Liabilities.

10. Conversion of the Existing Liabilities (or portion thereof)

10.1 Subsequent to the Completion Date, and on or before the final date prescribed in Schedule E, Agritech shall issue at par and allot Preference Shares to the Creditors for the face value in the aggregate amount of the Existing Liabilities – Principal Portion, against the entire amount of the Existing Liabilities – Principal Portion, i.e. such amount shall be converted into the value of the Preference Shares issued by Agritech. The rights, privileges, entitlements, restrictions, conditions and terms of the Preference Shares shall be in accordance with the broad terms prescribed in Schedule E hereto.

10.2 The Creditors shall accept such form of arrangement against the full and final amount of the Existing Liabilities – Principal Portion.

10.3 Furthermore, at the same time, such additional number of Preference Shares shall be issued at par and allotted to the Creditors for the face value in the aggregate amount of the portion of the Existing Liabilities – Mark-up Portion requested to be converted into Preference Shares (at the option of each Creditor, as stipulated in Clause 11 below).

10.4 The issuance of the Preference Shares shall constitute a valid and final arrangement with respect to the Existing Liabilities – Principal Portion and Existing Liabilities – Mark-up Portion

(to the extent converted by the Creditors), subject to compliance by Agritech of the terms pertaining to the Preference Shares.

- 10.5 Upon the sanction of this Scheme, the authorized share capital of Agritech shall stand enhanced to PKR 35,000,000,000/- (Pak Rupees Thirty Five Billion), divided into 3,500,000,000 (Three Billion Five Hundred Million) shares of PKR 10/- (Pak Rupees Ten) each, without any further act, but subject to the payment of the requisite fee to the SECP. Such increase shall be part of the authorized share capital of Agritech allocated for the issuance of preference shares, which shall stand enhanced from PKR 5,000,000,000/- (Pak Rupees Five Billion), divided into 500,000,000 (Five Hundred Million) shares of PKR 10/- (Pak Rupees Ten) each, to PKR 25,000,000,000/- (Pak Rupees Twenty Five Billion), divided into 2,500,000,000 (Two Billion Five Hundred Million) shares of PKR 10/- (Pak Rupees Ten) each. It being clarified that the portion of the authorized share capital allocated for ordinary shares under the Memorandum and Articles of Association of Agritech shall remain at PKR 10,000,000,000/- (Pak Rupees Ten Billion).
- 10.6 Accordingly, the Memorandum and Articles of Association of Agritech shall stand amended for the purposes of the increase in the authorized share capital as well as the issuance of the Preference Shares (to the extent required). Approval of the shareholders of Agritech to this Scheme shall also include and constitute an approval by way of special resolution from the shareholders of Agritech, to the alteration of the Memorandum and Articles of Association of Agritech required for the above purpose, as well as the issuance of the Preference Shares as required in terms of the Ordinance.
- 10.7 No further formalities / approval will be required for the purpose of issuing the Preference Shares; however, Agritech shall carry out the necessary filings with the SECP and stock exchange.

11. Restructuring / Settlement of the Existing Liabilities – Mark-up Portion (or a part thereof)

11.1 In respect of the Existing Liabilities – Mark-up Portion, each Creditor has either:

- (i) selected 1 (one) of the 2 (two) options prescribed in **Schedule F** attached hereto for the repayment / settlement / restructuring of the Existing Liabilities – Mark-up Portion due to such Creditor; or
- (ii) not selected any of the options prescribed in Schedule F, thereby confirming that such Creditor has opted for Preference Shares to be allotted and issued against the amount of the Existing Liabilities – Mark-up portion due to such Creditor in accordance with Clause 10.3.

The option to the extent selected by a Creditor is also stipulated in Schedule F.

- 11.2 Within 15 (fifteen) days of the Completion Date, a Creditor may change the option selected by the respective Creditor as provided under Clauses 11.1(ii) and (ii) above by informing Agritech of the revised option / decision in writing. After the stipulated period, Agritech shall proceed with the option / decision selected by the Creditors as stipulated in Schedule F, or as otherwise revised by the Creditor in the manner stipulated above. Agritech shall take the necessary steps to effectuate each option for the respective Creditors within a further period of 60 (sixty) days (or in the case of Preference Shares, in the manner prescribed under Clause 10).

- 11.3 Where the Creditors have opted for option 2, Agritech shall issue redeemable capital by way of PPTFCs (as per the terms stipulated in Schedule G) under the provisions of the Section 120 of the Ordinance in favour of each of the relevant Creditors for the face value representing the aggregate amount of the Existing Liabilities – Mark-up Portion of such Creditors (opted to be converted by the respective Creditors).
- 11.4 The PPTFCs will be issued by Agritech after completion of all legal formalities including, but not limited to, perfection of formalities in respect of documentation and Securities (including additional Securities in favour of a trustee as per the provisions of Schedule G), and after obtaining all requisite approvals, consents or waivers (to the extent required for issuance of the PPTFCs to the Creditors generally or to any particular Creditor or for any Creditor being allowed to subscribe for and / or hold the PPTFCs) of the competent authorities, including the SECP and / or any other regulatory authority.
- 11.5 The PPTFCs will be issued by Agritech to the Creditors in accordance with the Scheme and in particular the provisions of sub-Clauses 11.5 and 11.6 above within a period of 60 (sixty) days from the Completion Date.
- 11.6 The documentation and formalities for the exercise of the options contained in Schedule F and securitization, along with all ancillary matters, shall be prepared by a legal counsel nominated by the Creditors and the same shall not be deemed to have been completed in accordance with the terms of this Scheme unless certified as such by the legal counsel nominated by the Creditors. The terms of the requisite documentation shall be agreed between Agritech and the Creditors (however, both sides shall endeavour to be reasonable and implement the spirit and arrangement prescribed under this Scheme).
- 12. Vacation of Encumbrances / Securities existing over the Immovable Properties**
- 12.1 As part of the restructuring envisaged under this Scheme and the rehabilitation of Agritech, Agritech seeks to expand its business and generate monies from additional sources to reduce the debt burden and improve its cash flow. In this respect Agritech has already commenced the process of developing the Immovable Properties, or portions thereof, (including potentially developing a housing scheme) and subsequently selling / leasing the same (or directly selling portions of the Immovable Properties) to third parties.
- 12.2 Currently, Security interests have been created by Agritech over the Immovable Properties, which will need to be vacated in order to develop the Immovable properties and sell / lease the same (i.e. create third party interests). The Trustee, if appointed, shall supervise the sale / lease / development of the Immovable Properties.
- 12.3 The Proceeds received by Agritech are intended to be placed in an escrow account, for which an escrow agreement is to be entered into between, *inter alia*, Agritech, the escrow bank and the Creditors (or their agents / representatives / trustees, and / or the Trustee (if so appointed) on behalf of the Creditors). The escrow agreement will prescribe, *inter alia*, the manner in which the Proceeds are utilized, particularly for the re-payment of amounts due to the Creditors. The Creditors shall accept the payment of the Proceeds (or a portion thereof) towards the repayment of amounts owed by Agritech, including towards the redemption of any Preference Shares. Furthermore, costs incurred for the development of the Immovable Properties (prior to its sale), to the extent applicable, shall be paid to Agritech prior to the funds being utilized for other purposes.

12.4 Accordingly, upon the sanction of the Scheme, the charges / mortgages / Security interests existing over the Immovable Properties in favour of the Creditors (to the extent not already vacated or released) shall stand automatically vacated. Agritech shall file the necessary Form XVIs with the SECP and redemption deeds with the registrar; however, sanction of this Scheme shall constitute the requisite no objection / approval from all the Creditors for the vacation of the mortgages existing over the Immovable Properties. Furthermore, the Creditors shall provide the requisite documents and carry out all necessary acts (at the request and cost of Agritech) in order to vacate all Security interests existing in their favour over the Immovable Properties.

13. Securities

13.1 Securities existing in favour of the Creditors over the Assets of Agritech, to secure the obligations of Agritech with respect to the Existing Liabilities, shall stand automatically discharged / vacated upon the issuance of the Preference Shares and / or the exercise of option 1. Notwithstanding the above, Securities shall not stand discharged where a Creditor is to be issued PPTFCs in terms of this Scheme until the additional securities prescribed in Schedule G have been created and perfected in favour of such Creditors (or their agent / trustee).

13.2 Agritech shall file the necessary Form XVIs with the SECP and redemption deeds with the relevant registrars (if applicable). Furthermore, the Creditors shall provide the requisite documents and carry out all necessary acts (at the request and cost of Agritech) in order to vacate all Security interests existing in their favour over the Assets (if required in terms of this Clause 13).

13.3 It is clarified that any Securities existing in favour of the Creditors for the purpose of securing obligations other than those pertaining to the Existing Liabilities shall not stand vacated in terms of this Clause 13.

13.4 This Clause 13 shall not apply to the vacation / redemption of the mortgages / Security Interests over the Immovable Properties, for which the procedure prescribed in Clause 12.4 shall be applicable.

14. Agritech's Obligations

14.1 Agritech and its Directors undertake to ensure compliance with and fulfilment of the following:

- (i) Subject to the sanction of this Scheme by the Court, Agritech shall facilitate and perform all actions, as required under this Scheme and for effectuating the arrangements stipulated hereunder in a timely manner; and
- (ii) Ensure that it takes all necessary steps to promote this Scheme and the arrangement prescribed hereunder and not take any action that may jeopardize the restructuring.

15. Effectiveness of this Scheme

15.1 This Scheme shall become operational and binding against the Creditors and all parties pertaining to Agritech only upon and subject to the following being fulfilled:

- (i) The Scheme being approved by Agritech, the Directors, the statutory majority of the shareholders of Agritech and the statutory majority of the Creditors and being duly sanctioned by the Court; and**
- (ii) Agritech having obtained all necessary internal and external approvals, consents, permissions and authorizations to give effect to the terms and conditions of this Scheme.**

15.2 Subject to the provisions of Clause 15.1 above, the Scheme shall become effective as soon as a certified copy of an order or orders of the Court under Sections 284 to 286 and 288 of the Ordinance sanctioning the Scheme is filed with the Registrar of Companies, Lahore, which shall be the "Completion Date" for purposes of the Scheme, but the Scheme will be deemed to be effective, and be treated as having effect, from the Effective Date.

16. Event of Default and Effect on Scheme

16.1 Each of the following events shall constitute an event of default, as declared by a majority of the Creditors (in value) (unless provided for otherwise):

- (i) If the Completion Date is not achieved by December 31, 2017 or such other extended period as agreed by the majority Creditors; or**
- (ii) Failure by Agritech to strictly abide by the provisions of this Scheme (including the timelines provided) and / or any part of the arrangement contemplated hereunder, once the Scheme has been sanctioned by the Court; or**
- (iii) As declared by any single Creditor, failure by Agritech to settle, convert, restructure and / or repay the Existing Liabilities of that Creditor in accordance with the provisions of this Scheme; or**
- (iv) Failure to abide by the terms of the Preference Shares and / or the PPTFCs; or**
- (v) If Agritech takes any step or action inconsistent with or against the objectives or terms of the Scheme or commit any breach or default of any other term and / or condition of the Scheme.**

16.2 Upon occurrence of an event of default in the terms of the Scheme and at the option of the majority Creditors / Creditors (as may be applicable), the arrangements and compromise terms in terms of the Scheme may be terminated by notice in writing to Agritech (without affecting or prejudicing the Creditors' rights and remedies provided in the Scheme or under law or otherwise, upon occurrence of such event of default).

17. Miscellaneous

17.1 Modifications by the Court

This Scheme shall be subject to such modification or conditions, as the Court may deem expedient to impose. The Board of Directors of Agritech may consent to any modifications or additions to this Scheme or to any conditions which the Court may think fit, if the same does not substantially affect the provisions hereof. In case of any difficulty in implementation of any aspect of this Scheme, clarifications, directions and / or approval may be obtained from the Court. Notwithstanding the above, in the event that the terms of this Scheme are not approved by the shareholders of Agritech and / or the Creditors in its entirety and / or the Scheme, as approved, is modified by the Court, the Board of Directors of Agritech, upon the instructions of the majority Creditors, shall withdraw this Scheme (whether or not approval from the shareholders of Agritech and / or the Creditors has been obtained).

17.2 Severability

If any provision of this Scheme is found to be unlawful and unenforceable by a competent court of law, then to the fullest extent possible, all of the remaining provisions of the Scheme shall remain in full force and effect.

17.3 Costs and expenses

All costs, charges and expenses in respect of the preparation of this Scheme and carrying the same into effect shall be borne by Agritech.

Lahore
Dated: _____, 2016

For and on behalf of
AGRITECH LIMITED

Name: _____

Designation: _____

LIST OF SCHEDULES TO THE SCHEME

- “Schedule A” – Details of the Creditors
- “Schedule B” – List of the Consenting Creditors
- “Schedule C” – Details of the Existing Liabilities
- “Schedule D” – Details of the Immovable Properties
- “Schedule E” – Terms of the Preference Shares
- “Schedule F” – Options for Repayment / Settlement / Restructuring of Existing Liabilities – Mark-up Portion along with Option selected by the Creditors
- “Schedule G” – Terms for Issuance of PPTFCs
- “Schedule H” – Payment Schedule – PKR 1.65 Billion CFADS

SCHEDULE A

DETAILS OF THE CREDITORS

Detail of the Creditors ~ As at December 31, 2013 (Amounts in Pak Rupees Million)		
Parties	Outstanding Exposure	Markup Outstanding
	Long Term	Long Term
National Bank of Pakistan	2,809	1,039
Faysal Bank Limited	1,849	602
The Bank of Punjab	1,506	484
Standard Chartered Bank (Pakistan) Limited	1,647	489
Board of Trustees, FEB & GIF, IBD	1,491	443
CDC - Trustee United Growth and Income Fund	1,274	406
Askari Bank Limited	999	325
Bank Alfalah Limited	965	313
JS Bank Limited	785	294
Summit Bank Limited	603	161
Bank Islami Pakistan Limited (previously KASB Bank Limited)	542	150
Pak Libya Holding Company (Pvt) Limited	500	151
Soneri Bank Limited	381	146
JS Infocom Limited	621	120
Dubai Islamic Bank Pakistan Limited	365	73
Saudi Pak Industrial & Agricultural Investment Co. Ltd - CAD	286	76
Pak China Investment Company Limited	208	65
CDC - Trustee NAFA Income Opportunity Fund	182	60
MCBFSL - Trustee NAFA Income Fund	172	54
Azgard Nine Limited	266	47
Habib Bank Limited (previously Barclays Bank PLC, Pakistan).	188	47
Silkbank Limited	131	44
Farook Bengali	126	36
CDC Trustee - Unit Trust of Pakistan	147	41
Pak-Oman Investment Company Limited	121	34
Trustee - Pakistan Human Development Fund	109	31
CDC - Trustee Alfalah GHP Income Multiplier Fund	110	31
CDC - Trustee United Islamic Income Fund	95	26
CDC - Trustee Atlas Income Fund	81	23
CDC - Trustee Askari High Yield Scheme	72	18

Parties	Outstanding Exposure	Markup Outstanding
	Long Term	Long Term
Trustee Loads (Private) Ltd Employees Provident Fund	67	18
MC FSL Trustee JS – Income Fund	74	20
Pak Brunei Investment Company Limited	58	16
Hamdard Laboratories (WAQF) Pakistan	57	16
CDC - Trustee KASB Asset Allocation Fund	40	13
EFU General Insurance Limited	41	13
EFU Life Assurance Limited	41	13
CDC - Trustee KASB Income Opportunity Fund	50	14
Allianz EFU Health Insurance Limited	35	11
Saudi Pak Industrial & Agricultural Investment Co. Ltd - TD	-	11
Askari Investment Management Ltd	30	10
CDC - Trustee Reliance Income Fund	-	9
IGI Investment Bank Limited	24	7
CDC - Trustee IGI Aggressive Income Fund	17	-
CDC - Trustee Askari Income Fund	-	5
Syed Aijaz Manzoor Kazmi	30	6
KASB Funds Limited	27	5
The Bank of Punjab, Treasury Division	50	5
Takaful Pakistan Limited	17	5
Crosby Asset Management Limited	-	4
Muhammad Zahid Ali	17	4
Ismail Iqbal Securities (Pvt) Limited	-	3
Evacuee Trust Property Board	12	3
CDC - Trustee HBL Income Fund	12	3
Pak Oman MicroFinance Bank Limited	11	3
Nizar	11	3
Saudi Pak Inv. Co.	-	2
CDC - Trustee Alfalah GHP Value Fund	6	2
Soneri Bank Limited - TFCs	7	2
CDC - Trustee KASB Islamic Income Opportunity Fund	-	1
Shabbir Ahmed	9	2
CDC - Trustee JS Large CAP. Fund	9	2
Abida	6	1
Arif Ebrahim	11	2

Parties	Outstanding Exposure	Markup Outstanding
	Long Term	Long Term
Loads (Pvt) Ltd Management Staff Gratuity Fund	-	1
Mr. Zahid Ali Habib	-	1
CDC - Trustee APF - Debt Sub Fund	4	1
Muhammad Shafi Tanneries (Pvt) Limited	3	1
Trustee of Loads (Private) Ltd Management Staff G.F	8	1
Mohammed Idrees	8	1
Muhammad Nasir	3	1
Munir Karim Bana	2	1
Loads (Pvt) Ltd Non Management Staff Gratuity Fund	-	1
Trustee of Loads (Private) Ltd Non-Management Staff G.F	5	1
Mohammed Salim	2	0
Niaz Ahmed	1	0
Trustees of Pak Oman Micro Finance Bank Ltd. EMP. PROV. Fund	1	0
CDC - Trustee Pak Oman Advantage Fund	1	-
CDC - Trustee APF - Debt Sub Fund	1	0
Elixir Securities Pakistan (Pvt.) Limited	2	0
Tariq Mohamed Amin	1	0
Riffat Akif	-	0
Total	19,447	6,075

SCHEDULE B

LIST OF THE CONSENTING CREDITORS

List of Consenting Creditors ~ As at December 31, 2013 (Amounts in Pak Rupees)			
Lenders	Outstanding Principal	Outstanding Markup	NOC Status
PRK 6.9 Billion PPTFC			
National Bank of Pakistan	341,921,654	109,263,213	NOC Issued
Askari Bank Limited	399,668,800	128,493,244	NOC Issued
Bank Alfalah Limited	499,586,000	160,616,556	NOC Issued
Summit Bank Limited	499,586,000	160,616,556	NOC Issued
Faysal Bank Limited	999,172,000	321,233,109	NOC Issued
CDC - Trustee United Growth and Income Fund	784,350,020	252,167,991	NOC Issued
Azgard Nine Limited	266,074,508	46,629,010	NOC Issued
Farook Bengali	89,925,480	26,019,882	NOC Issued
CDC - Trustee KASB Asset Allocation Fund	34,971,020	11,243,159	NOC Issued
Trustee of Loads (Private) Ltd Management Staff G.F	3,397,185	359,360	NOC Issued
Trustee of Loads (Private) Ltd Non-Management Staff G.F	3,097,433	327,652	NOC Issued
MCBFSL - Trustee NAFA Income Fund	149,875,800	48,184,967	NOC Issued
Loads (Pvt) Ltd Management Staff Gratuity Fund	-	467,088	NOC Issued
Trustee of Loads (Private) Ltd Non-Management Staff G.F	-	425,874	NOC Issued
The Bank of Punjab	1,463,786,980	470,606,506	NOC Issued
Board of Trustees, FEB & GIF, IBD	1,223,985,700	369,510,561	No Response
Trustee - Pakistan Human Development Fund	94,921,340	30,517,146	No Response
CDC - Trustee Atlas Income Fund	39,966,880	12,849,324	No Response
Ismail Iqbal Securities (Pvt) Ltd	-	1,172,405	No Response
Total	6,894,286,800	2,150,703,603	
NOC Issued	80%		By Virtue of trust deeds, a resolution in writing signed by or on behalf of TFC holders representing not less than 51% of the aggregate outstanding amount of TFC shall for all purpose valid.
No Response	20%		

PKR 500 Million PPTFC

JS Infocom Limited	89,928,000	29,374,090	NOC Issued
Pak China Investment Company Limited	199,760,000	65,249,622	NOC Issued
The Bank of Punjab, Treasury Division	32,786,250	3,480,849	NOC Issued
KASB Funds Limited	23,418,750	4,015,638	NOC Issued
Muhammad Nasir	2,810,250	826,147	NOC Issued

Pak Brunei Investment Company Limited	44,964,000	14,687,045	NOC Issued
EFU General Insurance Limited	34,972,000	11,423,257	No Response
EFU Life Assurance Limited	34,972,000	11,423,257	No Response
Allianz EFU Health Insurance Limited	29,976,000	9,791,363	No Response
CDC - Trustee Reliance Income Fund	-	7,228,456	No Response
Crosby Asset Management Limited	-	3,633,864	No Response
Mohammed Salim	1,873,500	417,677	No Response
Total	495,460,750	161,551,264	
NOC Issued	79%		By Virtue of trust deeds, a resolution in writing signed by or on behalf of TFC holders representing not less than 51% of the aggregate outstanding amount of TFC shall for all purpose be valid.
No Response	21%		

PKR 1.6 Billion SUKUK

Faysal Bank Limited	499,937,500	158,209,615	NOC Issued
The Bank of Punjab	42,574,678	13,473,130	NOC Issued
Askari Bank Limited	299,962,500	94,925,769	NOC Issued
Saudi Pak Industrial & Agricultural Investment Co. Limited – CAD	249,968,750	68,340,817	NOC Issued
Saudi Pak Industrial & Agricultural Investment Co. Limited – TD	-	10,763,991	NOC Issued
Takaful Pakistan Limited	14,998,125	4,746,288	NOC Issued
CDC - Trustee United Growth and Income Fund	18,997,625	6,011,965	NOC Issued
Farook Bengali	7,649,044	2,178,547	NOC Issued
CDC Trustee Unit Trust of Pakistan	128,483,938	40,659,871	NOC Issued
CDC - Trustee United Islamic Income Fund	82,989,625	26,262,796	NOC Issued
MC FSL Trustee JS - Income Fund	62,412,198	19,750,888	NOC Issued
CDC - Trustee KASB Income Opportunity Fund	42,344,706	13,400,355	NOC Issued
Shabbir Ahmed	3,999,500	613,423	NOC Issued
CDC - Trustee JS Large CAP. Fund	5,499,313	1,740,305	NOC Issued
Trustees of Pak Oman Micro Finance Bank Ltd. EMP. PROV. Fund	999,875	316,419	NOC Issued
Tariq Mohamed Amin	1,499,813	230,034	NOC Issued
Pak Oman Microfinance Bank Limited	9,998,750	3,164,193	NOC Issued
CDC - Trustee Atlas Income Fund	20,297,463	6,423,311	No Response
Hamdard Laboratories (WAQF) Pakistan	49,993,750	15,820,962	No Response
Syed Aijaz Manzoor Kazmi	29,996,250	6,457,291	No Response
Ismail Iqbal Securities (Pvt) Limited	-	2,317,809	No Response
Arif Ebrahim	10,998,625	1,686,914	No Response
CDC - Trustee APIF - Debt Sub Fund	3,699,538	1,170,751	No Response
Muhammad Shafi Tanneries (Pvt) Limited	3,499,563	1,107,467	No Response
Mohammed Idrees	7,999,000	1,226,847	No Response
CDC - Trustee APF - Debt Sub Fund	999,875	316,419	No Response

Total	1,599,800,000	501,316,177	
NOC Issued	92%		By virtue of trust deeds, a resolution in writing signed by or on behalf of TFC holders representing not less than 51% of the aggregate outstanding amount of TFC shall for all purpose be valid.
No Response	8%		

PKR 1.5 Billion PPTFC

CDC - Trustee United Growth and Income Fund	289,729,720	98,172,732	NOC Issued
Askari Bank Limited	299,720,400	101,557,997	NOC Issued
Bank Islami Pakistan Limited (previously KASB Bank Limited)	149,860,200	50,778,999	NOC Issued
The Bank of Punjab, Treasury Division	9,990,680	1,235,384	NOC Issued
Farook Bengali	6,993,476	2,511,569	NOC Issued
Pak-Dman Investment Company Limited	99,906,800	33,852,666	NOC Issued
Trustee Loads (Private) Ltd Employees Provident Fund	66,687,789	18,174,953	NOC Issued
Nizar	8,991,612	2,601,640	NOC Issued
Shabbir Ahmed	4,995,340	1,172,307	NOC Issued
Loads (Pvt) Ltd Management Staff Gratuity Fund	-	682,132	NOC Issued
Trustee of Loads (Private) Ltd Management Staff G.F	4,975,359	615,221	NOC Issued
Munir Karim Bana	2,497,670	761,686	NOC Issued
Loads (Pvt) Ltd Non Management Staff Gratuity Fund	-	310,932	NOC Issued
Trustee of Loads (Private) Ltd Non-Management Staff G.F	2,267,884	280,432	NOC Issued
JS Bank Limited	149,860,200	50,778,999	NOC Issued
CDC - Trustee NAFA Income Opportunity Fund	149,860,200	50,778,999	NOC Issued
Pak Brunei Investment Company Limited	4,995,340	1,692,633	NOC Issued
CDC - Trustee Alfalah GHP Income Multiplier Fund	89,666,353	31,148,884	No Response
Pak Libya Holding Company (Pvt) Limited	-	2,106,373	No Response
CDC - Trustee Atlas Income Fund	9,990,680	3,385,266	No Response
CDC - Trustee Askari High Yield Scheme	59,944,080	15,630,771	No Response
Askari Investment Management Limited	24,976,700	8,463,166	No Response
CDC - Trustee Reliance Income Fund	-	2,149,882	No Response
IGI Investment Bank Limited	19,981,360	6,770,533	No Response
CDC - Trustee Askari Income Fund	-	4,680,828	No Response
Muhammad Zahid Ali	15,485,554	3,634,155	No Response
Evacuee Trust Property Board	9,990,680	3,385,266	No Response
CDC - Trustee HBL Income Fund	9,990,680	3,385,266	No Response
CDC - Trustee Alfalah GHP Value Fund	-	1,950,345	No Response
Abida	5,494,874	1,324,644	No Response
Mr Zahid Ali Habib	-	1,088,292	No Response
Niaz Ahmed	-	386,979	No Response

Elixir Securities Pakistan (Pvt.) Limited	1,748,369	216,192	No Response
Riffat Akif	-	106,963	No Response
Total	1,498,602,000	505,773,089	
NOC Issued	83%		By Virtue of trust deeds, a resolution in writing signed by or on behalf of TFC holders representing not less than 51% of the aggregate outstanding amount of TFC shall for all purpose be valid.
No Response	17%		

PKR 650 Million PPTFC

Soneri Bank Limited	-	411,436	NOC Issued
Saudi Pak Industrial & Agricultural Investment Co. Limited – CAD	36,315,000	7,994,802	NOC Issued
Saudi Pak Inv. Co.	-	2,008,239	NOC Issued
Soneri Bank Limited - TFCs	7,440,000	1,637,927	NOC Issued
CDC - Trustee United Growth and Income Fund	181,335,000	49,949,098	NOC Issued
Farook Bengali	21,770,000	5,396,932	NOC Issued
CDC - Trustee KASB Asset Allocation Fund	5,175,000	1,425,464	NOC Issued
CDC - Trustee KASB Income Opportunity Fund	7,260,000	798,600	NOC Issued
KASB Funds Limited	3,795,000	627,891	NOC Issued
CDC - Trustee KASB Islamic Income Opportunity Fund	-	1,201,182	NOC Issued
CDC - Trustee NAFA Income Opportunity Fund	32,320,000	8,902,610	NOC Issued
MCBFSL - Trustee NAFA Income Fund	22,180,000	6,109,527	NOC Issued
Board of Trustees, FEB & GIF, IBD	266,610,000	73,438,272	No Response
CDC - Trustee Askari High Yield Scheme	11,875,000	2,614,299	No Response
EFU General Insurance Limited	5,665,000	1,560,436	No Response
EFU Life Assurance Limited	5,665,000	1,560,436	No Response
Allianz EFU Health Insurance Limited	4,855,000	1,337,320	No Response
Askari Investment Management Ltd	5,385,000	1,483,309	No Response
CDC - Trustee Askari Income Fund	-	656,694	No Response
Crosby Asset Management Limited	-	417,450	No Response
Muhammad Zahid Ali	1,040,000	206,062	No Response
Mr Zahid Ali Habib	-	51,761	No Response
Total	618,685,000	169,789,748	
NOC Issued	51%		By Virtue of trust deeds, a resolution in writing signed by or on behalf of TFC holders representing not less than 51% of the aggregate outstanding amount of TFC shall for all purpose be valid.
No Response	49%		

JS Infocom

JS Infocom	509,874,996	90,991,466	NOC Issued
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Total	509,874,996	90,991,466	
NOC Issued	100%		
No Response	0%		

PKR 3 Billion Syndicate Facility

National Bank of Pakistan	2,000,000,000	677,985,753	NOC Issued
Standard Chartered Bank (Pakistan) Limited	1,000,000,000	337,792,876	NOC Issued
Total	3,000,000,000	1,015,778,629	
NOC Issued	100%		
No Response	0%		

PKR 500 Million Syndicate Facility

Faysal Bank Limited	200,000,000	65,551,682	NOC Issued
Bank Alfalah Limited	87,500,000	28,678,859	NOC Issued
Habib Bank Limited (previously Barclays Bank PLC, Pakistan)	187,500,000	46,511,609	NOC Issued
Total	475,000,000	140,742,150	
NOC Issued	100%		
No Response	0%		

PKR 3.026 Billion Syndicate Facility

National Bank of Pakistan	335,000,000	109,366,521	NOC Issued
Faysal Bank Limited	150,000,000	57,436,372	NOC Issued
Standard Chartered Bank (Pakistan) Limited	499,904,160	151,172,440	NOC Issued
Bank Alfalah Limited	377,678,000	123,299,489	NOC Issued
JS Bank Limited	635,443,820	243,317,251	NOC Issued
Pak Libya Holding Company (Pvt) Limited	500,000,000	148,454,574	NOC Issued
Soneri Bank Limited	381,200,137	145,965,018	NOC Issued
Silkbank Limited	130,607,546	43,980,780	NOC Issued
Total	3,009,833,663	1,022,992,445	
NOC Issued	100%		
No Response	0%		

PKR 300 Million Term Loan

Bank Islami Pakistan Limited (previously KASB Bank Limited)	300,000,000	99,296,137	NOC Issued
Total	300,000,000	99,296,137	
NOC Issued	100%		
No Response	0%		

DIBL Loan

Dubai Islamic Bank Pakistan Limited	365,000,000	73,049,300	NOC Issued
Total	365,000,000	73,049,300	
NOC Issued	100%		
No Response	0%		

PKR 645 Million Demand Finance Facility

National Bank of Pakistan	132,083,735	142,657,083	NOC Issued
Total	132,083,735	142,657,083	
NOC Issued	100%		
No Response	0%		

PKR 900 Million PPTFC (Zero Coupon)

Standard Chartered Bank (Pakistan) Limited	146,995,000		NOC Issued
Summit Bank Limited	103,820,000		NOC Issued
Bank Islami Pakistan Limited (previously KASB Bank Limited)	92,145,000		NOC Issued
JS Infocom Limited	21,560,000		NOC Issued
Pak China Investment Company Limited	8,475,000		NOC Issued
The Bank of Punjab, Treasury Division	7,465,000		NOC Issued
Takaful Pakistan Limited	2,175,000		NOC Issued
CDC Trustee - Unit Trust of Pakistan	18,665,000		NOC Issued
Pak-Oman Investment Company Limited	21,545,000		NOC Issued
MC FSL Trustee J5 - Income Fund	11,245,000		NOC Issued
Nizar	1,530,000		NOC Issued
CDC - Trustee JS Large CAP. Fund	3,485,000		NOC Issued
Muhammad Nasir	405,000		NOC Issued
Pak Brunei Investment Company Limited	8,360,000		NOC Issued
Trustees of Pak Oman Micro Finance Bank Ltd. EMP. PROV. Fund	145,000		No Response
Trustee - Pakistan Human Development Fund	14,045,000		No Response
CDC - Trustee United Islamic Income Fund	12,055,000		No Response
CDC - Trustee Alfalah GHP Income Multiplier Fund	20,470,000		No Response
CDC - Trustee Atlas Income Fund	11,015,000		No Response
Hamdard Laboratories (WAQF) Pakistan	7,260,000		No Response
IGI Investment Bank Limited	4,305,000		No Response
CDC - Trustee IGI Aggressive Income Fund	17,050,000		No Response
Evacuee Trust Property Board	2,150,000		No Response
CDC - Trustee HBL Income Fund	2,150,000		No Response
Pak Oman MicroFinance Bank Limited	1,450,000		No Response
CDC - Trustee Alfalah GHP Value Fund	5,705,000		No Response
Abida	530,000		No Response
CDC - Trustee APIF - Debt Sub Fund	535,000		No Response
Mohammed Salim	530,000		No Response
Niaz Ahmed	575,000		No Response
CDC - Trustee Pak Oman Advantage Fund	840,000		No Response
CDC - Trustee APF - Debt Sub Fund	145,000		No Response
Total	548,825,000		

NOC Issued	82%	By Virtue of trust deeds, a resolution in writing signed by or on behalf of TFC holders representing not less than 51% of the aggregate outstanding amount of TFC shall for all purpose be valid.
No Response	18%	

Total Consenting Creditors	19,447,451,944	6,074,641,092
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SCHEDULE C

DETAILS OF THE EXISTING LIABILITIES

Details of the Existing Liabilities ~ As at December 31, 2013 (Amounts in Pak Rupees)		
Lenders ~ Long Term Loans	Outstanding Principal	Outstanding Markup
National Bank of Pakistan	2,809,005,389	1,039,272,570
Faysal Bank Limited	1,849,109,500	602,430,778
The Bank of Punjab	1,506,361,658	484,079,636
Standard Chartered Bank (Pakistan) Limited	1,646,899,160	488,965,316
Board of Trustees, FEB & GIF, IBD	1,490,595,700	442,948,833
CDC - Trustee United Growth and Income Fund	1,274,412,365	406,301,786
Askari Bank Limited	999,351,700	324,977,010
Bank Alfalah Limited	964,764,000	312,594,904
JS Bank Limited	785,304,020	294,096,250
Summit Bank Limited	603,406,000	160,616,556
Bank Islami Pakistan Limited (previously KASB Bank Limited)	542,005,200	150,075,136
Pak Libya Holding Company (Pvt) Limited	500,000,000	150,560,947
Soneri Bank Limited	381,200,137	146,376,454
JS Infocom Limited	621,362,996	120,365,556
Dubai Islamic Bank Pakistan Limited	365,000,000	73,049,300
Saudi Pak Industrial & Agricultural Investment Co. Ltd - CAD	286,283,750	76,335,619
Pak China Investment Company Limited	208,235,000	65,249,622
CDC - Trustee NAFA Income Opportunity Fund	182,180,200	59,681,610
MCBFSL - Trustee NAFA Income Fund	172,055,800	54,294,494
Azgard Nine Limited	266,074,508	46,629,010
Habib Bank Limited (previously Barclays Bank PLC, Pakistan)	187,500,000	46,511,609
Silkbank Limited	130,607,546	43,980,780
Farook Bengali	126,338,000	36,106,931
CDC Trustee - Unit Trust of Pakistan	147,148,938	40,659,871
Pak-Oman Investment Company Limited	121,451,800	33,852,666
Trustee - Pakistan Human Development Fund	108,966,340	30,517,146
CDC - Trustee Alfalah GHP Income Multiplier Fund	110,136,353	31,148,884
CDC - Trustee United Islamic Income Fund	95,044,625	26,262,796
CDC - Trustee Atlas Income Fund	81,270,023	22,657,901
CDC - Trustee Askari High Yield Scheme	71,819,080	18,245,070
Trustee Loads (Private) Ltd Employees Provident Fund	66,687,789	18,174,953
MC FSL Trustee JS - Income Fund	73,657,198	19,750,888
Pak Brunei Investment Company Limited	58,319,340	16,379,678
Hamdard Laboratories (WAQF) Pakistan	57,253,750	15,820,962
CDC - Trustee KASB Asset Allocation Fund	40,146,020	12,668,623
EFU General Insurance Limited	40,637,000	12,983,693
EFU Life Assurance Limited	40,637,000	12,983,693

CDC - Trustee KASB Income Opportunity Fund	49,604,706	14,198,955
Allianz EFU Health Insurance Limited	34,831,000	11,128,683
Saudi Pak Industrial & Agricultural Investment Co. Ltd - TD	-	10,763,991
Askari Investment Management Limited	30,361,700	9,946,475
CDC - Trustee Reliance Income Fund	-	9,378,338
IGI Investment Bank Limited	24,286,360	6,770,533
CDC - Trustee IGI Aggressive Income Fund	17,050,000	-
CDC - Trustee Askari Income Fund	-	5,337,522
Syed Aijaz Manzoor Kazmi	29,996,250	6,457,291
KASB Funds Limited	27,213,750	4,643,528
The Bank of Punjab, Treasury Division	50,241,930	4,716,233
Takaful Pakistan Limited	17,173,125	4,746,288
Crosby Asset Management Limited	-	4,051,314
Muhammad Zahid Ali	16,525,554	3,840,217
Ismail Iqbal Securities (Pvt) Ltd	-	3,490,214
Evacuee Trust Property Board	12,140,680	3,385,266
CDC - Trustee HBL Income Fund	12,140,680	3,385,266
Pak Oman MicroFinance Bank Limited	11,448,750	3,164,193
Nizar	10,521,612	2,601,640
Saudi Pak Inv. Co.	-	2,008,239
CDC - Trustee Alfalah GHP Value Fund	5,705,000	1,950,345
Soneri Bank Limited – TFCs	7,440,000	1,637,927
CDC - Trustee KASB Islamic Income Opportunity Fund	-	1,201,182
Shabbir Ahmed	8,994,840	1,785,730
CDC - Trustee JS Large CAP. Fund	8,984,313	1,740,305
Abida	6,024,874	1,324,644
Arif Ebrahim	10,998,625	1,686,914
Loads (Pvt) Ltd Management Staff Gratuity Fund	-	1,149,220
Mr Zahid Ali Habib	-	1,140,053
CDC - Trustee APIF - Debt Sub Fund	4,234,538	1,170,751
Muhammad Shafi Tanneries (Pvt) Limited	3,499,563	1,107,467
Trustee of Loads (Private) Ltd Management Staff G.F	8,372,544	974,581
Mohammed Idrees	7,999,000	1,226,847
Muhammad Nasir	3,215,250	826,147
Munir Karim Bana	2,497,670	761,686
Loads (Pvt) Ltd Non Management Staff Gratuity Fund	-	736,806
Trustee of Loads (Private) Ltd Non-Management Staff G.F	5,365,317	608,084
Mohammed Salim	2,403,500	417,677
Niaz Ahmed	575,000	386,979
Trustees of Pak Oman Micro Finance Bank Ltd. EMP. PROV. Fund	1,144,875	316,419
CDC - Trustee Pak Oman Advantage Fund	840,000	-
CDC - Trustee APF - Debt Sub Fund	1,144,875	316,419
Elixir Securities Pakistan (Pvt.) Limited	1,748,369	216,192

Tariq Mohamed Amin	1,499,813	230,034
Riffat Akif	-	106,963
Total	19,447,451,944	6,074,641,092

SCHEDULE D

DETAILS OF IMMOVABLE PROPERTIES

Sr. No.	Title	Location	Total Area		No. Khasra
			Kanal	Marla	
1	Farm Area	North and South of Station Road.	1315		4194 – 4198,4189,4201- 4204, 4212
2	Graveyard Area	B/W Railway Road & Graveyard.	559	7	4207-4208-4209
3	Outside Factory Area	B/W North & Western Boundary Wall & Khatakabad	4675	1	4258-4259-4260- 4261-4262/2- 4263-4264-4276- 4270-4271-4272
4	Housing Colony Area	Housing colony area inside boundary	2016	17	4214-4215-4218- 4219-4228-4229
5	Nalla		230	3	4228-4229
5	Gullen Khel Road	Both the outside road.	85	2	1094 - Outside road.
6	Pak-Dyes Factory Area	Within Pak-Dye Boundary Wall.	119	4	2107
7	Narrow-gauge Railway Track Area	Near Kalabagh Road Railway Crossing Mari Indus.	222	11	1209-1214-528- 1932-1941-1971- 2024
8	Battha Land Area	Near Irrigation Colony.	411	14	Excluding band - 1240 to 1255- 1546-1548-1549- 1550-1581-1608- 1618-1621-1623- 1624 to 1632-1635
9	Baniam Tree Area	Children Park & ucliptus forest area within Boundry	227	17	1-2-41-39
11	Massan Area	Gypsum Hill	1627	8	1570 to 1605
TOTAL AREA			11489	4	

SCHEDULE E

TERMS OF PREFERENCE SHARES

The Preference Shares to be issued in terms of the Scheme shall have the following rights, privileges, entitlements, restrictions, conditions and terms:

INSTRUMENT	Cumulative, Redeemable, Class A, Preference Shares with limited voting rights ("Preference Share" or "Shares")
ISSUER	AgriTech Limited ("AGL" or the "Company")
PURPOSE	To convert/settle outstanding principal and mark-up into equity to pay off existing liabilities of the Company.
INVESTORS	All existing creditors / lenders of the Company who are owed accrued mark-up/profit along with outstanding principal.
OUTSTANDING AMOUNT	Up to PKR 31 Billion /-
ISSUE PRICE	At face value of Rs.10/- per Preference Share
ISSUE DATE	December 31, 2013
DIVIDEND RATE	<p>Floating rate @ Base rate minus 1 percent per annum on cumulative basis for first 7 years after issuance, raised to Base rate plus 4% per annum from the 8th year onwards, payable subject to profitability of the Company. Dividend Rate is subject to a floor of 9% with no cap. Floor to be increased to 12% from 8th year onwards.</p> <p>Base Rate is defined as the simple average (average of the KIBOR rates quoted by banks for that day) 1 year Karachi Inter Bank Offered Rate ("KIBOR") prevailing on the Base Rate setting date. The Base Rate will be set for the first dividend payment on the issue date and subsequently on the immediately preceding day before the start of each annual period thereon.</p> <p>The "KIBOR" rates used for reference will be taken from Reuters page "KIBOR", as published at 11.30 a.m. Pakistan Standard Time by the Financial Markets Association (FMA). The daily average of the 1 year Offer rate will be used. In the event that this rate is not published on Reuters on the rate fixing date or if less than 8 banks provide their rates for the KIBOR fixing, the FMA or other relevant market body will be contacted for the relevant fixing rate.</p>
STRUCTURING ADVISOR	National Bank of Pakistan

<p>CONDITIONS FOR PAYMENT OF ANNUAL DIVIDEND</p>	<p>Following are the conditions for annual dividend payments, without limitation:</p> <ol style="list-style-type: none"> 1. Annual dividend shall be paid if and when declared by the Company but shall be paid on cumulative basis prior to any dividends or other distribution payable to ordinary shareholders; 2. Annual dividend shall be paid or accumulated at the Dividend Rate calculated on the face value of the Preference Share; 3. If in a given financial year payment of annual dividend cannot be made out of distributable profits then such dividends shall be payable in the next financial year where such dividend payment is possible out of distributable profits; and 4. If annual dividend has not been paid in any financial year, the priority of dividends to the Preference Shareholders shall be as follows: the dividends owing to the oldest period shall be paid first and the amounts available for distributions shall be allocated accordingly.
<p>VOTING RIGHTS</p>	<p>Preference Shares carry no voting rights except on Reserved Matters.</p>
<p>VOTING RIGHTS ON RESERVED MATTERS</p>	<p>The Preference Shares shall be entitled to voting rights in the same manner as the ordinary shareholders (one vote for each Preference Share) in relation specifically to the following shareholders' resolutions of the Company:</p> <ol style="list-style-type: none"> (a) Issue of any further share capital of the Company of any class, except ordinary shares; (b) Any borrowing or debt funding to be raised by the Company against the direct or indirect security / collateral over the assets of the Company excluding: <ol style="list-style-type: none"> (i) Availing financing / borrowing for working capital against the collateral of current assets; and (ii) Availing financing / borrowing for capital expenditure against the collateral of existing fixed assets up to PKR 463 million. (iii) Issuance of zero coupon bullet payment TFC against security of existing fixed assets of up to PKR 8.25 Billion (i.e. 20% margin) (c) Merger, reorganization or restructuring of share capital of the Company;
<p>REDEMPTION AT THE OPTION OF THE ISSUER</p>	<p>The Company shall have the option, subject to compliance with provisions of Section 85 of Companies Ordinance 1984, to redeem the preference shares in full or in part, within ninety (90) days ("Annual Redemption Period") from the expiry of the first anniversary from the date of issue ("Issue Date") and subsequently every anniversary thereafter till the expiry of the Preference Share issue by giving thirty (30) day notice ("Redemption Notice") in compliance with the provisions of the Companies Ordinance 1984.</p> <p>The Company shall maintain a Capital Redemption Reserve/Sinking fund created out of profits of the Company as per the provisions of the Companies Ordinance 1984 for redemption of preference shares.</p>

REDEMPTION DATE	Date(s) stipulated in the Redemption Notice issued by the Company to the Investors being a date(s) no later than thirty days from the date of such notice.
REDEMPTION PRICE	At each anniversary, the Redemption Price shall be the Issue Price of the Instrument plus any accumulated unpaid dividends in relation to the Preference Shares. The dividend amount will be calculated for the period up to the Redemption Date.
PAYMENT OF PREFERRED DIVIDEND	Out of the profits of that year or as permissible by law.
LEGAL COUNSEL	Mohsin Tayebaly & Co. Fee of legal counsel shall be paid by the Company.

<p>OTHER TERMS & CONDITIONS</p>	<ul style="list-style-type: none"> • The Preference Shares Issue shall require approval of the Ordinary Shareholders under a Special Resolution; • The Preference Shares Issue shall require written acceptance for subscription from 100% of the secured creditors of the Company in respect of the Outstanding Amount or sanction of a Scheme of Arrangement for issuance of the Preference Shares as per the Term Sheet under the provisions of Section 284-288 of the Companies Ordinance 1984 ("Scheme of Arrangement") which requires approval by at least 75% of the creditors. • The approval of the majority of the Preference Shareholders will be required for allowing transfer of majority ordinary shares to a strategic investor by the existing Ordinary shareholders. • Non- Payment of annual dividend to the Preference Shareholders for a minimum of two (2) years during any continuous period of seven (7) years commencing from the date of issue of the Preference Shares would be construed as a winding up event and it would be binding on the ordinary shareholders to approve the same through a Special Resolution if proposed by a majority of the Preference Shareholders. • Subject to applicable law and obtaining necessary regulatory approvals, if the Preference Shares are outstanding after a period of six (6) years, with the approval of the Ordinary Shareholders under a special resolution and the approval of the Preference Shareholders under a resolution passed by at least 75% of the Preference Shareholders, the Issuer shall have the option (but not the obligation) to substitute the Preference Shares for a financial instrument of the Company having terms and conditions including collateral which are not less favorable than the terms and conditions and collateral presently available to the secured creditors in respect of the Outstanding Amount. • Issuer will not create further encumbrance on the immovable and movable fixed assets of the Issuer without the approval of majority of Preference Shareholders except in accordance with the section dealing with "Voting Rights on Reserved Matters". • All the taxes, Excise Duties and any other cost levied by the government, related to this Issue, will be paid by the Company at actuals. <p>Note: All the conditions contained in this term sheet are non-exhaustive and subject to change based on the advice of Legal Counsel.</p>
<p>CASH FLOWS AVAILABLE FOR DEBT SERVICING IN 2013 (CFADS)</p>	<p>Up to PKR 1.65 billion</p>

<p style="text-align: center;">OPTIONS FOR UTILIZATION OF CFADS FOR SETTLEMENT OF ACCRUED MARKUP/REDUCTION IN PRINCIPAL</p>	<p>Total outstanding mark-up of up to PKR 6.6 billion till December 31, 2013 against various short term and long term facilities may be settled or restructured based on one of the following options. Creditors may opt for either of the options below without any compulsion to opt for any of the options below and convert entire outstanding/overdue mark up into preference shares.</p> <p>Option 1</p> <p>The Company shall apply CFADS upfront to settle outstanding/overdue mark-up of the lenders on pro-rated basis (as per payment schedule attached) as final settlement for overdue/accrued mark up till December 31, 2013.</p> <p>Option 2</p> <p>Outstanding/overdue markup shall be converted into a zero coupon TFC payable at the end of FY 2026 as bullet payment. The Company shall apply unutilized CFADS from Option 1 to partially settle principal outstanding of lenders opting for option 2 on pro-rated basis (as per payment schedule attached).</p> <ul style="list-style-type: none"> • Any unutilized CFADS from Option 1 & 2 to be applied for reduction in outstanding principal of all creditors on pro rated basis. • Any remaining principal and accrued mark up outstanding to be converted to Preference shares as per the terms of this term sheet
<p style="text-align: center;">APPROVALS</p>	<p>The Issue is subject to necessary approvals including but not limited to the following:</p> <p>(a) Shareholders' approval</p> <p>(b) All required regulatory approvals which will be procured by the Company, and</p> <p>(c) Approval of existing creditors.</p>

SCHEDULE F

OPTIONS FOR REPAYMENT / SETTLEMENT / RESTRUCTURING OF EXISTING LIABILITIES – MARK-UP PORTION ALONG WITH OPTION SELECTED THE CREDITORS

<p>OPTIONS FOR UTILIZATION OF CFADS FOR SETTLEMENT OF ACCRUED MARKUP/REDUCTION IN PRINCIPAL</p>	<p>Total outstanding mark-up of up to PKR 6.6 billion till December 31, 2013 against various short term and long term facilities may be settled or restructured based on one of the following options. Creditors may opt for either of the options below without any compulsion to opt for any of the options below and convert entire outstanding/overdue mark up into preference shares.</p> <p>Option 1</p> <p>The Company shall apply CFADS upfront to settle outstanding/overdue mark-up of the lenders on pro-rated basis (as per payment schedule attached) as final settlement for overdue/accrued mark up till December 31, 2013</p> <p>Option 2</p> <p>Outstanding/overdue markup shall be converted into a zero coupon TFC payable at the end of FY 2026 as bullet payment. The Company shall apply unutilized CFADS from Option 1 to partially settle principal outstanding of lenders opting for option 2 on pro-rated basis (as per payment schedule attached).</p> <ul style="list-style-type: none"> • Any unutilized CFADS from Option 1 & 2 to be applied for reduction in outstanding principal of all creditors on pro rated basis. • Any remaining principal and accrued mark up outstanding to be converted to Preference shares as per the terms of this term sheet
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Option 1

Faysal Bank Limited	Nizar
CDC - Trustee United Growth and Income Fund	CDC - Trustee KASB Islamic Income Opportunity Fund
Azgard Nine Limited	CDC - Trustee JS Large CAP. Fund
Farook Bengali	Loads (Pvt) Ltd Management Staff Gratuity Fund
CDC Trustee - Unit Trust of Pakistan	Trustee of Loads (Private) Ltd Management Staff G.F
Pak-Oman Investment Company Limited	Muhammad Nasir
CDC - Trustee United Islamic Income Fund	Munir Karim Bana
Trustee Loads (Private) Ltd Employees Provident Fund	Loads (Pvt) Ltd Non Management Staff Gratuity Fund
MC FSL Trustee JS - Income Fund	Trustee of Loads (Private) Ltd Non-Management Staff G.F
CDC - Trustee KASB Asset Allocation Fund	Trustees of Pak Oman Micro Finance Bank Ltd.
CDC - Trustee KASB Income Opportunity Fund	EMP. PROV. Fund
KASB Funds Limited	Tariq Mohamed Amin

Option 2

National Bank of Pakistan	JS Infocom Limited
The Bank of Punjab	Saudi Pak Industrial & Agricultural Investment Co. Ltd - CAD
Standard Chartered Bank (Pakistan) Limited	Pak China Investment Company Limited
Askari Bank Limited	Habib Bank Limited (previously Barclays Bank PLC, Pakistan)
Bank Alfalah Limited	Saudi Pak Industrial & Agricultural Investment Co. Ltd - TD
Summit Bank Limited	The Bank of Punjab, Treasury Division
KASB Bank Limited	Takaful Pakistan Limited
Pak Libya Holding Company (Private) Limited	Saudi Pak Inv. Co.
Soneri Bank Limited	Soneri Bank Limited - TFCs

No Option Opted (i.e. conversion into Preference Shares)

Board of Trustees, FEB & GIF, IBD	Crosby Asset Management Limited
JS Bank Limited	Muhammad Zahid Ali
Dubai Islamic Bank Pakistan Limited	Ismail Iqbal Securities (Private) Limited
CDC - Trustee NAFA Income Opportunity Fund	Evacuee Trust Property Board
MCBFSL - Trustee NAFA Income Fund	CDC - Trustee HBL Income Fund
Silkbank Limited	Pak Oman MicroFinance Bank Limited
Trustee - Pakistan Human Development Fund	CDC - Trustee Alfalah GHP Value Fund
CDC - Trustee Alfalah GHP Income Multiplier Fund	Shabbir Ahmed
CDC - Trustee Atlas Income Fund	Abida
CDC - Trustee Askari High Yield Scheme	Arif Ebrahim
Pak Brunei Investment Company Limited	Mr. Zahid Ali Habib
Hamdard Laboratories (WAQF) Pakistan	CDC - Trustee APIF - Debt Sub Fund
EFU General Insurance Limited	Muhammad Shafi Tanneries (Private) Limited
EFU Life Assurance Limited	Mohammed Idrees
Allianz EFU Health Insurance Limited	Mohammed Salim
Askari Investment Management Limited	Niaz Ahmed
CDC - Trustee Reliance Income Fund	CDC - Trustee Pak Oman Advantage Fund
IGI Investment Bank Limited	CDC - Trustee APF - Debt Sub Fund
CDC - Trustee IGI Aggressive Income Fund	Elixir Securities Pakistan (Private) Limited
CDC - Trustee Askari Income Fund	Riffat Akif
Syed Aijaz Manzoor Kazmi	

SCHEDULE G

TERMS OF ISSUANCE OF PPTFCS

Issuer	Agritech Ltd. ("AGL" / "Company" / "Issuer")
Instrument	Zero Coupon, Secured, Privately Placed Term Finance Certificates ("PPTFCs") issued as instrument of redeemable capital under the Companies Ordinance 1984. The PPTFCs shall be a CDC eligible security.
Purpose	Balance sheet restructuring by payment of outstanding mark up of the Company through proceeds realized from the issuance of PPTFCs.
Investors	All existing creditors / lenders of the Company who are owed mark-up / profit up to 31 st December 2013.
Issue Date	31-Dec-13
Lead Advisor & Arranger	National Bank of Pakistan
Instrument Amount	Up to PKR 6,600,000,000/-
Tenor	13 years from the Issue Date
Principal Redemption	Bullet upon maturity in 2026
Security	PPTFC to be secured by: <ul style="list-style-type: none"> · First pari passu Hypothecation charge over all present and future fixed assets of the Company with a 20% margin; · Equitable and token Registered Mortgage over immovable fixed assets (including land and building) of the Company with a 20% margin
Conditions Precedent	<ol style="list-style-type: none"> 1. Legal opinion (in form and substance acceptable to PPTFC Trustee) from the transaction legal counsel confirming incorporation of the terms in the relevant documents for the new PPTFC in the terms hereof 2. Creation and perfection of security to the satisfaction of the Agent Bank and Transaction's legal counsel 3. Compliance by the Company with SBP Prudential Regulations and applicable laws, rules and regulations 4. Company to ensure comprehensive insurance coverage on all fixed assets of the Company
PPTFC Trustee	To be decided
Legal Counsel	Mohsin Tayebaly & Co.
Applicable Law	Laws of the Islamic Republic of Pakistan.

SCHEDULE H

PAYMENT SCHEDULE – PKR 1.65 BILLION CFADS

Lenders	Option 1	Option 2	Remaining CFADS	Total
National Bank of Pakistan	-	286	50	336
Faysal Bank Limited	161	-	32	193
The Bank of Punjab	-	136	26	162
Standard Chartered Bank (Pakistan) Limited	-	132	28	160
Board of Trustees, FEB & GIF, IBD	-	-	25	25
CDC - Trustee United Growth and Income Fund	113	-	22	135
Askari Bank Limited	-	86	17	104
Bank Alfalah Limited	-	84	17	101
JS Bank Limited	-	-	14	14
Summit Bank Limited	-	45	10	55
Bank Islami Pakistan Limited (previously KASB Bank Limited)	-	41	9	50
Pak Libya Holding Company (Pvt) Limited	-	38	9	46
Soneri Bank Limited	-	37	7	44
JS Infocom Limited	-	33	10	43
Dubai Islamic Bank Pakistan Limited	-	-	6	6
Saudi Pak Industrial & Agricultural Investment Co. Ltd - CAD	-	18	5	23
Pak China Investment Company Limited	-	18	4	21
CDC - Trustee NAFA Income Opportunity Fund	-	-	3	3
MCBFSL - Trustee NAFA Income Fund	-	-	3	3
Azgard Nine Limited	13	-	4	17
Habib Bank Limited (previously Barclays Bank PLC, Pakistan)	-	12	3	15
Silkbank Limited	-	-	2	2
Farook Bengali	10	-	2	12
CDC Trustee – Unit Trust of Pakistan	10	-	2	12
Pak-Oman Investment Company Limited	9	-	2	11

Lenders	Option 1	Option 2	Remaining CFADS	Total
Trustee Pakistan Human Development Fund	-	-	1.8	1.8
CDC - Trustee Alfalah GHP Income Multiplier Fund	-	-	1.8	1.8
CDC - Trustee United Islamic Income Fund	6.3	-	1.6	7.9
CDC - Trustee Atlas Income Fund	-	-	1.4	1.4
CDC - Trustee Askari High Yield Scheme	-	-	1.2	1.2
Trustee Loads (Private) Ltd Employees Provident Fund	4.9	-	1.1	6.0
MC FSL Trustee JS - Income Fund	4.7	-	1.2	5.9
Pak Brunei Investment Company Limited	-	-	1.0	1.0
Hamdard Laboratories (WAQF) Pakistan	-	-	1.0	1.0
CDC - Trustee KASB Asset Allocation Fund	3.6	-	0.7	4.3
EFU General Insurance Limited	-	-	0.7	0.7
EFU Life Assurance Limited	-	-	0.7	0.7
CDC - Trustee KASB Income Opportunity Fund	3.3	-	0.8	4.2
Allianz EFU Health Insurance Limited	-	-	0.6	0.6
Saudi Pak Industrial & Agricultural Investment Co. Ltd - TD	-	3.0	0.1	3.1
Askari Investment Management Limited	-	-	0.5	0.5
CDC - Trustee Reliance Income Fund	-	-	0.1	0.1
IGI Investment Bank Limited	-	-	0.4	0.4
CDC - Trustee IGI Aggressive Income Fund	-	-	0.2	0.2
CDC - Trustee Askari Income Fund	-	-	0.1	0.1
Syed Aijaz Manzoor Kazmi	-	-	0.5	0.5
KASB Funds Limited	1.2	-	0.4	1.6
The Bank of Punjab, Treasury Division	-	1.2	0.7	1.9
Takaful Pakistan Limited	-	1.1	0.3	1.4
Crosby Asset Management Limited	-	-	0.1	0.1
Muhammad Zahid Ali	-	-	0.3	0.3

Lenders	Option 1	Option 2	Remaining CFADS	Total
Ismail Iqbal Securities (Pvt) Limited	-	-	0.0	0.0
Evacuee Trust Property Board	-	-	0.2	0.2
CDC - Trustee HBL Income Fund	-	-	0.2	0.2
Pak Oman MicroFinance Bank Limited	-	-	0.2	0.2
Nizar	0.7	-	0.2	0.9
Saudi Pak Inv. Co.	-	0.6	0.0	0.6
CDC - Trustee Alfalah GHP Value Fund	-	-	0.1	0.1
Soneri Bank Limited – TFCs	-	0.5	0.1	0.6
CDC - Trustee KASB Islamic Income Opportunity Fund	0.4	-	0.0	0.5
Shabbir Ahmed	-	-	0.1	0.1
CDC - Trustee JS Large CAP. Fund	0.4	-	0.1	0.6
Abida	-	-	0.1	0.1
Arif Ebrahim	-	-	0.2	0.2
Loads (Pvt) Limited Management Staff Gratuity Fund	0.3	-	0.0	0.3
Mr. Zahid Ali Habib	-	-	0.0	0.0
CDC - Trustee APIF - Debt Sub Fund	-	-	0.1	0.1
Muhammad Shafi Tanneries (Pvt) Limited	-	-	0.1	0.1
Trustee of Loads (Private) Ltd Management Staff G.F	0.3	-	0.1	0.4
Mohammed Idrees	-	-	0.1	0.1
Muhammad Nasir	0.2	-	0.1	0.3
Munir Karim Bana	0.2	-	0.0	0.2
Loads (Pvt) Limited Non Management Staff Gratuity Fund	0.2	-	0.0	0.2
Trustee of Loads (Private) Ltd Non-Management Staff G.F	0.2	-	0.1	0.2
Mohammed Salim	-	-	0.0	0.0
Niaz Ahmed	-	-	0.0	0.0
Trustees of Pak Oman Micro Finance Bank Ltd. EMP. PROV. Fund	0.1	-	0.0	0.1
CDC - Trustee Pak Oman Advantage Fund	-	-	0.0	

				0.0
CDC - Trustee APF - Debt Sub Fund	-	-	0.0	0.0
Elixir Securities Pakistan (Pvt.) Limited	-	-	0.0	0.0
Tariq Mohamed Amin	0.0	-	0.0	0.1
Riffat Akif	-	-	0.0	0.0
Total	343	973	334	1,650