



engro fertilizers

March 04, 2016.

The General Manager
Pakistan Stock Exchange Limited,
Stock Exchange Building,
Stock Exchange Road,
Karachi.

**NOTICE OF EXTRA-ORDINARY GENERAL MEETING – ENGRO FERTILIZERS
LIMITED**

Dear Sir:

We are enclosing herewith the Notice of Extra-ordinary General Meeting of Engro Fertilizers Limited, to be held on Monday, March 28, 2016 at 11:00 a.m. (or immediately following the Company's Annual General Meeting) at the Marriott Hotel, Karachi, for circulation amongst the TRE Certificate Holders of the Exchange.

Very truly yours

Faiz Chapra
Company Secretary

Encl: As above.

Engro Fertilizers Limited

7th & 8th Floors, The Harbor Front Building, HC-3, Marine Drive, Block 4, Clifton, Karachi 75600, Pakistan.

T 00 92 (21) 35297501-10 F 00 92 (21) 35810669

engrofertilizers.com

NOTICE OF EXTRAORDINARY GENERAL MEETING



engro fertilizers

NOTICE TO SHAREHOLDERS

IN THE HIGH COURT OF SINDH AT KARACHI

(Company Jurisdiction)

J. Misc. Petition No. 08 of 2016

IN THE MATTER OF:

Sections 284, 285, 286, 287 and 288 of the Companies Ordinance, 1984

AND

IN THE MATTER OF:

Engro Fertilizers Limited and another Petitioners

NOTICE

NOTICE IS HEREBY GIVEN that pursuant to the Order dated March 03, 2016 of the High Court of Sindh at Karachi passed in Judicial Petition No. 08 of 2016, an extraordinary general meeting of the shareholders of Engro Fertilizers Limited (“**EFL**”) will be held at Marriott Hotel, Abdullah Haroon Road, Karachi, on March 28, 2016 at 11:00 a.m or immediately after the Annual General Meeting, to consider and if thought fit, approve, adopt and agree to the Scheme of Arrangement between EFL and Engro Eximp (Private) Limited (“**Eximp**”) for amalgamation of entire undertaking, assets, entitlements and liabilities of Eximp in EFL (“**Scheme**”).

One copy of the Scheme, statement as required under Section 160(1)(b) of the Companies Ordinance, 1984 setting out in detail the special business to be conducted in the extraordinary general meeting (“**160(1)(b) Statement**”) and statement under Section 286 of the Companies Ordinance, 1984 explaining effect of the Scheme (“**286 Statement**”) are being provided with the notice of the meeting sent to the shareholders. Further copies of the Scheme, 160(1)(b) Statement and 286 Statement may be obtained from the registered office of Engro Fertilizers Limited during normal office hours on application prior to the meeting by the shareholders.

Mr. Khalid Siraj Subhani has been appointed as chairman of the meeting and is to report the results thereof to the Court.

The Scheme will be subject to the subsequent approval of the Court.

**Company Secretary of
Engro Fertilizers Limited**

Karachi.

Dated: March 03, 2016

NOTES:

1. Draft of resolutions proposed to be considered by the shareholders of the Company at the extraordinary general meeting is being attached herewith (Appendix A) as required by Section 164(1) of the Companies Ordinance, 1984.
2. All shareholders are entitled to attend and vote at the meeting.
3. A shareholder entitled to attend and vote is entitled to appoint a proxy to attend, speak and vote for it.
4. An instrument of proxy for the meeting (in which you can direct the proxy how you wish him to vote) is being provided with the notice (Appendix B) sent to members. Further copies of the instrument of proxy may be obtained from the registered office of Engro Fertilizers Limited, 7th and 8th Floors, The Harbour Front Building, IIC#3, Marine Drive, Block 4, Clifton, Karachi, Pakistan.
5. A copy of each of the Scheme, 160(1)(b) Statement and 286 Statement are being sent to all shareholders along with the notice to the members.
6. The Share Transfer Books of the Company will be closed from Tuesday, March 15, 2016 to Monday, March 28, 2016 (both days inclusive). Transfers received in order at the office of our Registrar, M/s, FAMCO ASSOCIATES (PVT.) LTD, 8-F, next to Hotel Faran, Nursery, Block 6, PECHS, Shahrah-e-Faisal, Karachi PABX Nos. 92-21 34380101-5 and email info.shares@famco.com.pk by the close of business (5:00 p.m) on Monday, March 14, 2016 will be treated in time to entitle the transferees to attend and vote at the meeting.

APPENDIX A

**DRAFT RESOLUTIONS OF THE EXTRAORDINARY
GENERAL MEETING OF THE SHAREHOLDERS OF
ENGRO FERTILIZERS LIMITED**

“RESOLVED THAT the Scheme of Arrangement between Engro Eximp (Private) Limited and Engro Fertilizers Limited under Sections 284 to 288 of the Ordinance, prepared in connection with the amalgamation of entire undertaking, assets, entitlements and liabilities of Engro Eximp (Private) Limited in Engro Fertilizers Limited, considered by this meeting and initialed by the Chairman of this meeting for purpose of identification, be and are hereby approved, adopted and agreed.

FURTHER RESOLVED THAT the Chief Executive Officer, Chief Financial Officer, and Company Secretary of the Company be and are hereby authorized, jointly or singly, to submit the Scheme of Arrangement as approved by the shareholders, to the Honourable High Court of Sindh at Karachi and seek the sanction of the Honourable High Court of the Scheme of Arrangement to effectuate the amalgamation of Engro Eximp (Private) Limited with Engro Fertilizers Limited, in accordance with Section 284 read with Section 287 of the Ordinance.”

STATEMENT UNDER SECTION 160(1)(b)

IN THE HIGH COURT OF SINDH AT KARACHI

(Company Jurisdiction)

J. Misc. Petition No. 08 of 2016

IN THE MATTER OF:

Sections 284, 285, 286, 287 and 288 of the Companies Ordinance, 1984

AND

IN THE MATTER OF:

Engro Fertilizers Limited and another

.....

Petitioners

**STATEMENT UNDER SECTION 160(1)(B) OF THE COMPANIES
ORDINANCE, 1984 (THE "ORDINANCE")**

1. Judicial Miscellaneous Petition No.08 of 2016 has been filed in the High Court of Sindh at Karachi under Sections 284, 285, 286, 287 and 288 of the Ordinance for sanction of and for other orders in respect of Scheme of Arrangement ("**EFL-Eximp Scheme**") between Engro Eximp (Private) Limited ("**Eximp**") and Engro Fertilizers Limited ("**EFL**"). In that proceeding the Court has directed the convening of meeting of the members of EFL for seeking their agreement to the EFL-Eximp Scheme.
2. Presently, EFL is engaged in the businesses of manufacturing, purchasing and marketing of fertilizers and agricultural products.
3. The purpose of the proposed amalgamation of Eximp with and into EFL is to achieve the following benefits:

- (a) To strengthen the synergies between EFL and Eximp.
- (b) To strengthen EFL's position in the fertilizer industry.
- (c) To operate / run business under one management.
- (d) The maintenance of separate operations, marketing, legal, administrative, secretarial and other records under the various laws results in duplication of work and higher costs. After the amalgamation significant cost will be curtailed in these areas.
- (e) The consolidated operation will result in eliminating duplicate services and operations and reduction in administrative and overhead expenses besides increasing efficiency on account of unified control.
- (f) The amalgamation will help in carrying on the business more economically and provide satisfactory organizational framework conducive to the growth of the business.
- (g) The administrative costs incurred individually by Eximp and EFL will be considerably reduced after amalgamation of Eximp with and into EFL as:
 - (i) Only a single Board of Directors will be required to manage the affairs.
 - (ii) Only one AGM will be required to be held and one set of annual / quarterly accounts will be required to be published and circulated.
 - (iii) Only one register of shareholders and one set of books and records will be required to be maintained and one set of forms will be filed with the various Corporate / Government / Regulatory Agencies.
 - (iv) Single assessment for income tax and their filing and record keeping.
 - (v) Improvement in the administration of personnel affairs of the staff and administrative policies will be uniform.

4. In light of the aforesaid, the respective Board of Directors of Eximp, and EFL had resolved to commence with the division and amalgamation/transfer process and to take all such steps as are necessary in this regard including preparation of EFL-Eximp Scheme to be submitted to the Honourable High Court pursuant to Sections 284 and 287 of the Ordinance. For such purposes EFL-Eximp Scheme has been prepared for amalgamation of entire undertaking, assets, entitlements and liabilities of Eximp with and into EFL.

5. EFL-Eximp Scheme has been approved by the Boards of Directors of Eximp and EFL. Copy of the EFL-Eximp Scheme is attached herewith and the same may also be inspected by the members of EFL during business hours at the registered office of EFL at 7th & 8th Floors, The Harbour Front Building, HC#3, Marine Drive, Block 4, Clifton, Karachi, Pakistan.

6. Under Section 284(2) of the Ordinance, a majority in number representing three-fourths in value of the members of the companies should agree to EFL-Eximp Scheme in order for the same to be sanctioned by the Honourable High Court. Hence, pursuant to the Order dated March 03, 2016 of the High Court of Sindh at Karachi passed in Judicial Petition No. 08 of 2016 extra ordinary general meeting of the shareholders of EFL will be held at Marriott Hotel, Karachi, on March 28, 2016 to consider and if thought fit, approve, adopt and agree to Eximp-EFL Scheme.

7. No Director of Eximp and EFL has any interest, whether directly or indirectly, in the proposed amalgamation of Eximp into EFL except as stated below.

8. The Directors declare that they have an interest in the form of their shareholdings in Eximp and EFL (as nominee director); their employment in Eximp and EFL; and the remuneration and benefits that might accrue to them as part of any policy of Eximp and EFL.

9. The effect of the Scheme on the interest of these directors does not differ from its effect on the interest of the members. The following tables set out the shareholdings (including nominee shareholding) of the directors of Eximp and EFL:

EFL

Name of Director	Shares in Eximp	Shares in EFL
Ruhail Mohammed	1	10,445
Javed Akbar	0	26,524
Abdul Samad Dawood	0	6,632
Shabbir Hashmi	0	14,555
Naz Khan	1	1
Inamullah Naveed Khan	0	339,821
Shahid Hamid Paracha	0	1
Khalid Siraj Subhani	1	236,572

Eximp

Name of Director	Shares in Eximp	Shares in EFL
Ruhail Mohammad	1	10,445
Naz Khan	1	1
Khalid Siraj Subhani	1	236,572
Shahzada Dawood	1	0
Imran Anwer	1	0
Isfandiyar Shaheen	1	0

**Company Secretary of
Engro Fertilizers Limited**

Karachi.

Dated: March 03, 2016

STATEMENT UNDER SECTION 286

IN THE HIGH COURT OF SINDH AT KARACHI

(Company Jurisdiction)

J. Misc. Petition No. 08 of 2016

IN THE MATTER OF

Sections 284, 285, 286, 287 and 288 of the Companies Ordinance, 1984

AND

IN THE MATTER OF

Engro Fertilizers Limited and another

.....

Petitioners

**STATEMENT UNDER SECTION 286 OF THE COMPANIES
ORDINANCE, 1984 (THE "ORDINANCE")**

Dear Sir/Madam:

Judicial Miscellaneous Petition No.08 of 2016 has been filed in the High Court of Sindh at Karachi under sections 284, 285, 286, 287 and 288 of the Companies Ordinance, 1984 read with Rule 60 of the Companies (Court) Rules, 1997 for sanction of and for other orders in respect of Scheme of Arrangement ("**EFL-Eximp Scheme**") between Engro Eximp (Private) Limited ("**Eximp**") and its members and Engro Fertilizers Limited ("**EFL**") and its members. In that proceeding the Court has directed the convening of separate meetings of the members of each of Eximp and EFL for seeking their agreement to EFL-Eximp Scheme. A copy of the Scheme is provided with this statement.

The accompanying notice convenes the meetings of shareholders of Eximp and EFL, as directed by the Court. It is intended to pass the following proposed resolution at the General Meetings:

Eximp

“RESOLVED THAT the Scheme of Arrangement between Engro Eximp (Private) Limited and Engro Fertilizers Limited under Sections 284 to 288 of the Ordinance, prepared in connection with the amalgamation of entire undertaking, assets, entitlements and liabilities of Engro Eximp (Private) Limited in Engro Fertilizers Limited, considered by this meeting and initialed by the Chairman of this meeting for purpose of identification, be and are hereby approved, agreed and adopted.”

EFL

“RESOLVED THAT the Scheme of Arrangement between Engro Eximp (Private) Limited and Engro Fertilizers Limited under Sections 284 to 288 of the Ordinance, prepared in connection with the amalgamation of entire undertaking, assets, entitlements and liabilities of Engro Eximp (Private) Limited in Engro Fertilizers Limited, considered by this meeting and initialed by the Chairman of this meeting for purpose of identification, be and are hereby approved, agreed and adopted.”

The sanctioning of EFL-Eximp Scheme and the making of other appropriate orders in connection therewith will be considered by the Court after EFL-Eximp Scheme is agreed to by the requisite majority at the meetings being convened for this purpose under the order of the Court, by the members of Eximp and EFL separately.

In case you are unable to attend the meeting convened by the accompanying notice you are requested to complete the proxy form attached to the notice (in which you can direct the proxy how you wish him to vote) and send the completed Form as soon as possible at the following address:

- (a) for members of Eximp, to the registered office of Eximp, situated at 7th and 8th Floors, The Harbour Front Building, HC#3, Marine Drive, Block 4, Clifton, Karachi, Pakistan; and
- (b) for members of EFL, to the registered office of EFL, situated at 7th and 8th Floors, The Harbour Front Building, HC#3, Marine Drive, Block 4, Clifton, Karachi, Pakistan.

Proxies for the meeting will not be treated as valid if received less than 48 hours before the time of the meeting.

1. OBJECT OF EFL-Eximp Scheme

The object of EFL-Eximp Scheme is to effect an amalgamation of Eximp with EFL. The amalgamation of Eximp with EFL involves the transfer to and vesting in EFL of the whole of business and entire undertaking of Eximp together with all of its assets, rights, entitlements, liabilities and obligations of every description, of Eximp. On the completion of amalgamation, Eximp will be dissolved by the Order of the Honourable High Court of Sindh without going into winding up.

2. APPROVALS

EFL-Eximp Scheme has been approved by the respective Boards of Directors of EFL and Eximp. The Effective Date (as defined in EFL-Eximp Scheme) of EFL-Eximp Scheme will be the date on which the certified copy of the Court's order sanctioning EFL-Eximp Scheme is filed with the Registrar of Companies, Securities and Exchange Commission of Pakistan, Karachi office, or any other date as may be stipulated by the Honourable High Court of Sindh.

3. SANCTION BY COURT

EFL-Eximp Scheme is subject to the sanction of the Honourable High Court of Sindh in its present form or with any modifications thereof or addition thereto and is also subject to any conditions, which the Court may impose. The Board of Directors of EFL and Eximp acting jointly have the power to consent on behalf of all concerned to any modifications thereof or additions thereto EFL-Eximp Scheme or to any conditions which the Court may think fit to impose.

4. CREDITORS' INTEREST

Petitioner No.1 has obtained no objection certificates from its creditors representing one hundred percent (100%) in value (i.e. hundred percent (100%) in value of secured creditors and ninety-nine percent (99%) in value of unsecured creditors which includes trade creditors). Copies of no objection certificates given by such creditors of Petitioner No.1 are annexed and marked as Annexures "F-1" to "F-3" to the Petition. Petitioner No.2 has obtained no objection certificates from its creditors representing ninety-nine percent (99%) in value (i.e hundred percent (100%) in value of secured creditors and ninety percent (90%) in value of unsecured creditors which includes trade creditors). Copies of no objection certificates given by such creditors of Petitioner No.2 are annexed and marked as Annexures "G-1" to "G-3" to the Petition.

5. LIABILITIES, OBLIGATIONS AND LEGAL PROCEEDINGS

The transfer to and vesting in EFL of Eximp's entire business and undertaking in accordance with EFL-Eximp Scheme will include all the liabilities and obligations of Eximp howsoever arising, and after the amalgamation is accomplished. EFL will discharge all such outstanding liabilities and will perform all such outstanding obligations in due course as if they were originally the liabilities and obligations of EFL instead of Eximp.

All the legal proceedings instituted by or against Eximp and pending immediately before the amalgamation will be treated as legal proceeding by or against the EFL and will be dealt with accordingly.

6. COSTS

In accordance with EFL-Eximp Scheme all the costs, charges and expenses incurred by Eximp and EFL in respect of the preparation of EFL-Eximp Scheme and carrying it into effect will be borne and paid by EFL.

7. BUSINESS

The business presently carried on by Eximp and EFL is as under:

7.1 EFL

EFL was incorporated in Pakistan on 29th June, 2009 as a public limited company under the Companies Ordinance, 1984. The registered office of EFL is situated at 7th and 8th Floors, The Harbour Front Building, HC-3, Marine Drive, Block-4, Clifton Karachi. EFL obtained Certificate of Commencement of Business on 13th July, 2009 and is engaged in the businesses of manufacturing, purchasing and marketing of fertilizers and agricultural products.

7.2 Eximp

Eximp is a private limited company incorporated under the Companies Ordinance, 1984 on 16th January, 2003. The registered office of Eximp is situated at 7th & 8th Floors, The Harbour Front Building, HC-3, Marine Drive, Block-4, Clifton Karachi. It is engaged in the businesses of imported fertilizers and other agricultural inputs.

8. ADVANTAGES OF AMALGAMATION

The purpose of the proposed amalgamation of entire business and undertaking of Eximp with EFL is to achieve the following benefits:

- (a) To operate / run business under one management.
- (b) The maintenance of separate operations, marketing, legal, administrative, secretarial and other records under the various laws results in duplication of work and higher costs. After the amalgamation significant cost will be curtailed in these areas.
- (c) The consolidated operation will result in eliminating duplicate services and operations and reduction in administrative and overhead expenses besides increasing efficiency on account of unified control.
- (d) The amalgamation will help in carrying on the business more economically and provide satisfactory organizational framework conducive to the growth of the business.
- (e) The administrative costs incurred individually by Eximp and EFL will be considerably reduced after amalgamation of Eximp with EFL as:
 - (i) Only a single Board of Directors will be required to manage the affairs.
 - (ii) Only one AGM will be required to be held and one set of annual / quarterly accounts will be required to be published and circulated.
 - (iii) Only one register of shareholders and one set of books and records will be required to be maintained and one set of forms will be filed with the various Corporate / Government / Regulatory Agencies.
 - (iv) Single assessment for income tax and their filing and record keeping.
 - (v) Improvement in the administration of personnel affairs of the staff and administrative policies will be uniform.

9. DIRECTORS

9.1 EFL

The following are the present directors of EFL:

- a) Mr. Ruhail Mohammed
- b) Mr. Javed Akbar
- c) Mr. Abdul Samad Dawood
- d) Mr. Shabbir Hashmi
- e) Ms. Naz khan
- f) Mr. Inamullah Naveed Khan
- g) Mr. Shahid Hamid Paracha
- h) Mr. Khalid Siraj Subhani

9.2 Eximp

The following are the present directors of Eximp:

- a) Mr. Khalid Siraj Subhani
- b) Mr. Ruhail Mohammed
- c) Ms. Naz khan
- d) Mr. Shahzada Dawood
- e) Mr. Isfandiyar Shaheen
- f) Mr. Imran Anwer

10. DIRECTORS AFTER AMALGAMATION

The Directors of EFL shall, save for any changes accruing upon the election of directors in the Annual General Meeting, continue to serve as directors of the EFL after amalgamation.

11. INTEREST OF DIRECTORS

Except as set out in this paragraph, no Directors of Eximp and EFL have any interest, whether directly or indirectly, in the proposed amalgamation. The Directors declare that they have an interest in the form of: their shareholdings in Eximp and EFL (as nominee directors); their employment in Eximp and EFL; and the remuneration and benefits that might accrue to them as part of any policy of Eximp and EFL.

The effect of the Scheme on the interest of these directors does not differ from its effect on the interest of the members. The following tables set out the shareholdings (including nominee shareholding) of the directors of Eximp and EFL:

EFL

Name of Director	Shares in Eximp	Shares in EFL
Ruhail Mohammed	1	10,445
Javed Akbar	0	26,524
Abdul Samad Dawood	0	6,632
Shabbir Hashmi	0	14,555
Naz Khan	1	1
Inamullah Naveed Khan	0	339,821
Shahid Hamid Paracha	0	1
Khalid Siraj Subhani	1	236,572

Eximp

Name of Director	Shares in Eximp	Shares in EFL
Ruhail Mohammad	1	10,445
Naz Khan	1	1
Khalid Siraj Subhani	1	236,572
Shahzada Dawood	1	0
Imran Anwer	1	0
Isfandiyar Shaheen	1	0

12. COMPENSATION FOR LOSS OF OFFICE

No compensation is payable to any of the directors for the loss of office as Director

13. DOCUMENTS FOR INSPECTION

The following documents of Eximp and EFL: copies of the Memorandum and Articles of Association, the Financial Statements for Eximp and EFL for the year ended December 31, 2014. Scheme of Amalgamation and the Statement of Information in terms of Section 286 of the Ordinance may be inspected at the following address during the usual business hours on any working day until the conclusion of the meeting in which the resolution for approving the Scheme will be adopted:

Engro Eximp (Private) Limited

7th & 8th Floors,
The Harbour Front Building,
HC#3, Marine Drive, Block-4,
Clifton, Karachi.

Engro Fertilizers Limited

7th & 8th Floors,
The Harbour Front Building,
HC#3, Marine Drive, Block-4,
Clifton, Karachi.

Company Secretary of
Engro Eximp (Private) Limited

Company Secretary of
Engro Fertilizers Limited

SCHEME OF ARRANGEMENT

UNDER SECTIONS 284 TO 288 OF THE COMPANIES ORDINANCE, 1984
BETWEEN

ENGRO FERTILIZERS LIMITED AND ITS MEMBERS AND CREDITORS
AND

ENGRO EXIMP (PRIVATE) LIMITED AND ITS MEMBERS AND CREDITORS
FOR

Amalgamation of entire undertaking, Assets, entitlements and Liabilities
(as hereinafter defined) of Engro Eximp (Private) Limited
in Engro Fertilizers Limited

ARTICLE 1 - DEFINITIONS

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

- a) **“Amalgamation”** is defined in Article 3(a).
- b) **“Assets”** means all assets, properties, benefits, privileges and rights of every description and kind (whether present or future, actual or contingent, tangible or intangible, movable or immovable), and includes properties held on trust and benefit of securities obtained from customers and third parties, benefits, powers, rights, authorities, privileges, contracts, Government consents, sanctions and authorisations, including all registration, licences, permits, approvals, rights, categories, entitlements, sanctions, permissions

and benefits relating to the business, know-how and confidential information. Without in any way limiting or prejudicing the generality of the foregoing, Assets shall include: (a) all assets, properties, immovable, and movable, real, corporeal or incorporeal, leasehold or freehold in possession or reversion, current or deferred, present or contingent of whatsoever nature and wheresoever situated belonging to Eximp, and for the avoidance of doubt shall include the Intellectual Property; (b) all choses-in-action, instruments, securities, decretal amounts, bank and other accounts, cash balances, reserve funds, revenue balances, investments, loans, advances, guarantees, deposits, prepayments, receivables, book debts, trade debts and all other rights and interest in and arising out of such property in the ownership, possession, power or control of Eximp and all books of account, registers, records and all other documents of whatever nature relating thereto; (c) all the connections and facilities for telecommunications, electricity and other installations, owned by, leased or licensed to Eximp; (d) all long-term investments in subsidiaries of Eximp; (e) the contingent claims and proceeds realized from the liquidation of the contingent claims; (f) the entire shareholding of Eximp in Engro Eximp FZE, a company incorporated under the laws of U.A.E., having its registered office at BCW JAFZA 18 & 19, Office No. 110, P.O. Box 262746, Jabel Ali Dubai, United Arab Emirates; and (g) approval No. EPD/INT/C-8084 of the State Bank of Pakistan for investment in an offshore company by Eximp.

- c) **“Claim”** means right, claim, counter-claim, demand or cause of action and includes a contingent claim.
- d) **“Court”** means the High Court of Sindh or any other court of competent jurisdiction for the time being having jurisdiction under Sections 284 to 288 of the Ordinance in connection with this Scheme.
- e) **“Effective Date”** means the date when the Scheme will become effective upon filing of the sanction order of the Court with the Registrar of Companies at the Securities and Exchange Commission of Pakistan under Section 284(3) of the Ordinance.
- f) **“Existing”** means existing, outstanding or in force immediately prior to the Effective Date.
- g) **“EFL”** means Engro Fertilizers Limited, a listed company incorporated under the Ordinance, 1984, having its registered office at 7th & 8th Floors, The Harbour Front Building, HC#3, Marine Drive, Block 4, Clifton, Karachi, Pakistan.

- h) **“Eximp”** means Engro Eximp (Private) Limited, a limited company incorporated under the Ordinance, having its registered office at 7th and 8th Floor, the Harbour Front Building, HC#3, Marine Drive, Block 4, Clifton, Karachi, Pakistan.
- i) **“Intellectual Property”** means the intellectual property of Eximp: (i) as described in Appendix “A” hereto; (ii) benefits, rights, and authority under Trademark License Agreement dated May 1, 2015 between Eximp and Engro Corporation Limited; and (iii) benefits, rights, and authority under Trademark License Agreement dated May 1, 2015 between Eximp and Engro Corporation Limited.
- j) **“Liability(ies)”** means all borrowings, liabilities, duties and obligations of every description, whether present or future, actual, accrued or contingent.
- k) **“Ordinance”** means the Companies Ordinance, 1984.
- l) **“Scheme”** means this Scheme of Arrangement in its present form with any modification thereof or addition hereto approved by the Court.
- m) **“Security” or “Securities”** means interest, right or title in and to any and all mortgages and/or charges (whether legal or equitable), debentures, bill of exchange, promissory note, guarantee, lien, pledge (whether actual or constructive), hypothecation, assignment by way of security, right of set-off, undertaking or other means of securing payment or discharge of any Liability.

ARTICLE 2 - CAPITAL AND OBJECT OF SCHEME

- a) Eximp was incorporated on January 16, 2003 as a private limited company with an authorized share capital of Rs. 1,251,000,000/- (Rupees One Billion Two Hundred and Fifty One Million) divided into 125,100,000 ordinary shares of Rs. 10 each of which 114,140,000 ordinary shares of the aggregate nominal value of Rs. 1,141,400,000/- (Rupees One Billion One Hundred and Forty One Million and Four Hundred Thousand) are issued and fully paid and the remainder are unissued.
- b) EFL was incorporated on June 29, 2009 under the Ordinance with an authorized share capital of Rs. 14,000,000,000/- (Rupees Fourteen Billion) divided into 1,400,000,000 ordinary shares of Rs.10 each of which 1,330,932,292 ordinary shares of the aggregate nominal value of Rs. 13,309,322,920/- (Rupees Thirteen Billion Three Hundred and Nine Million Three Hundred and Twenty Two Thousand Nine Hundred and Twenty) are issued and fully paid and the remainder are unissued.

ARTICLE 3 - THE AMALGAMATION

- a) At the Effective Date: (a) the entire undertaking of Eximp as a going concern, shall be amalgamated with and vest in EFL upon the terms and conditions set forth in this Scheme (the “**Amalgamation**”); and (b) the identity and separate existence of Eximp shall cease.
- b) At the Effective Date, all the Assets of Eximp shall immediately and without any conveyance or transfer and without any further act or deed be vested in and become the Assets of EFL, who shall have, hold and enjoy the same in its own right as fully as the same were possessed, held and enjoyed by Eximp prior to the Amalgamation but the transfer of all Assets shall be subject to all Securities subsisting thereon.
- c) At the Effective Date, all the Liabilities of Eximp shall immediately and without any further act or deed be assumed by and become the Liabilities of EFL, who shall pay, undertake, satisfy, discharge and perform, when due all of the liabilities and obligations of Eximp in respect of the Liabilities of Eximp.
- d) Any reference in this Scheme to Assets or Liabilities of Eximp is a reference to Assets or Liabilities to which Eximp is for the time being entitled or subject to (whether beneficially or in any fiduciary capacity) immediately preceding the Effective Date, wherever such Assets or Liabilities are situated or arise and whether or not capable of being transferred or assigned to or by Eximp under any applicable law or instrument.
- e) At the Effective Date, any and all the tax receivables including but not limited to tax refunds and tax rebates of Eximp shall immediately and without any conveyance or transfer and without any further act or deed be vested in and become tax receivables of EFL, who shall have, hold and enjoy the same in its own right, to be claimed in cash or be adjusted against future tax liabilities.
- f) Any Asset vested in Eximp which immediately before the Effective Date was held by Eximp as trustee or custodian trustee in the form of will or as executor of the will, or administrator of the estate, of a deceased person or as judicial trustee appointed by order of any court, or in any other fiduciary capacity, shall, on and from the Effective Date, be held by EFL in the same capacity upon the trusts, subject to the powers, provisions and liabilities applicable thereto.
- g) Every contract to which Eximp is party shall have effect on and from the Effective Date as if:
 - (i) EFL had been a party thereto instead of Eximp; and
 - (ii) for any reference (however worded and whether expressed or implied) to Eximp therein shall stand substituted, as respects anything falling to be done on or after the Effective Date, to a reference to EFL

- h) Any account(s) maintained by Eximp with any bank or financial institution at the Effective Date, become account(s) between EFL and such bank or financial institution, subject to the same conditions and incidents as theretofore; provided that nothing herein shall affect any right of EFL to vary the conditions or incidents subject to which any account is kept.
- i) Any Existing instruction, order, direction, authority, undertaking or consent given to Eximp in writing, whether or not in relation to an account, shall have effect, on and from the Effective Date, as if given to EFL.
- j) Any negotiable instrument or order for payment of money drawn on or given to, or accepted or endorsed by Eximp, or payable at any place of business of Eximp, whether so drawn, given, accepted or endorsed before, on or after the Effective Date, shall have the same effect on and from the Effective Date, as if it had been drawn on, or given to, or accepted or endorsed by EFL, or were payable at the same place of business of EFL.
- k) The custody of any document, record or goods held by Eximp as bailee and duly recorded in their books, shall pass to EFL on the Effective Date and the rights and obligations of Eximp under any contract of bailment relating to any such document, record or goods shall on that day become rights and obligations of EFL.
- l) Any Security held immediately before the Effective Date by Eximp or by a nominee or agent of or trustee for Eximp, as security for the payment or discharge of any Liability shall, on and from the Effective Date, be held by, or, as the case may require, by that nominee, agent or trustee for, EFL, and be available to EFL (whether for its own benefit or, as the case may be, for the benefit of any other person) as Security for the payment or discharge of that Liability.
- m) In relation to any Security vested in EFL in accordance with provisions of this Scheme and any Liabilities thereby secured, EFL shall be entitled to the rights and priorities to which Eximp would have been entitled if it had continued to hold the Security.
- n) Any Security referred to in the foregoing provisions of this paragraph which extends to future advances or Liabilities shall, on and from the Effective Date, be available to EFL (whether for its own benefit or, as the case may be, for the benefit of any other person) as security for the payment or discharge of future advances and future Liabilities to the same extent and in the same manner in all respects as future advances by, or Liabilities to, Eximp or, as the case may be, EFL were secured thereby immediately before that time.
- o) Where by virtue of this Scheme any Claim or Liability of Eximp becomes a Claim or Liability of EFL on and from the Effective Date, EFL shall have the same rights, claims, powers and remedies (and in particular the same rights, claims and powers as to taking or resisting legal proceedings or making or resisting applications to any authority) for ascertaining, perfecting or enforcing that Claim or Liability as if it had at all times been a Claim or Liability of EFL, and any legal proceedings or application to any authority Existing or pending immediately before the Effective Date by or against Eximp may be continued by or against EFL.
- p) Any judgment or award obtained by or against Eximp and not fully satisfied before the Effective Date shall at that time, to the extent to which it is enforceable by or against Eximp, become enforceable by or against EFL.

- q) All books and other documents which would, before the Effective Date, have been evidence in respect of any matter, for or against Eximp shall be admissible in evidence in respect of the same matter for or against EFL.
- r) The provisions contained in Sections (d) to (q) above are without prejudice to the generality of any other provision in this Scheme, but subject to any provision in this Scheme to the contrary effect.

ARTICLE 4 - SCHEME'S EFFECT

- a) Upon the Effective Date, the provisions of this Scheme shall be effective and binding by operation of law.
- b) The Amalgamation in terms of this Scheme shall not: (i) constitute any assignment, transfer, devolution, conveyance, alienation, parting with possession, or other disposition under any law for the time being in force; (ii) give rise to any forfeiture; (iii) invalidate or discharge any contract or Security; and (iv) give rise to any right of first refusal or pre-emptive right that any person may have in respect of any investment made by such person in Eximp.
- c) As of the Effective Date, the terms of this Scheme shall be binding on Eximp and EFL and also on all the shareholders and creditors of each of Eximp and EFL, and on any other person having any right or Liability in relation to either of them.
- d) As of the Effective Date and without any further act or deed: (i) the entire shareholding of EFL in Eximp shall stand cancelled; and (ii) Eximp shall, without winding up, stand dissolved.

ARTICLE 5 - GENERAL

- a) This Scheme shall be governed by and be construed in accordance with the substantive and procedural laws of Pakistan.
- b) This Scheme shall be subject to such modifications or conditions as the Court may deem expedient to impose.
- c) The boards of directors of Eximp and EFL may consent on behalf of all concerned to any modifications of or additions to this Scheme or to any conditions which the Court may think fit to order.
- d) Section headings are not to be considered part of this Scheme, but are solely for convenience of reference, and shall not affect the meaning or interpretation of this Scheme or any of its provisions.
- e) 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.

APPENDIX A

List of Intellectual Properties

TRADE MARKS (registered or under process):

Sr. No.	Trade Marks	Application/Registration No.	Class
1-	Bharosa Seeds	300665	01
2-	Bharosa Seeds	300668	05
3-	Bharosa Seeds	300669	31
4-	Bharosa	344919	30
5-	Bharosa (Urdu)	344920	30
6-	Bharosa	344921	31
7-	Bharosa (Urdu)	344922	31
8-	Bharosa	345057	35
9-	Bharosa (Urdu)	345058	35

COPYRIGHTS:

Sr. No.	TITLE OF WORK	Status
1-	Bharosa Seeds	<i>Registered 26805-Copr.</i>



engro fertilizers

7th & 8th Floors,
The Harbour Front Building,
HC#3, Marine Drive, Block-4,
Clifton, Karachi, Pakistan.
www.engro.com