



FFBL

Fauji Fertilizer Bin Qasim Limited

Ref. No 11.2/Sectt/C

Dated: 1 Jun 2015

The General Manager
Karachi Stock Exchange Limited
Stock Exchange Building
Stock Exchange Road
Karachi - 74000, Pakistan

The General Manager
Islamabad Stock Exchange Limited
ISE Towers
55-B Jinnah Avenue
Islamabad, Pakistan

The General Manager
Lahore Stock Exchange Limited
Lahore Stock Exchange Building
19, Khayaban-e-Aiwan-e-Iqbal
P.O. Box: 1315
Lahore - 54000, Pakistan

Director/HOD (Enforcement Department)
Securities and Exchange Commission of Pakistan
National Insurance Corporation Building
Jinnah Avenue
Islamabad-44000, Pakistan

Subject: Disclosure of Information – Extraordinary General Meeting

Dear Sirs,

Pursuant to Section 15D of the Securities and Exchange Ordinance, 1969 read with Clause (xx) of Regulation 35 of the Code of Corporate Governance, 2012, the Company is pleased to provide this update in connection with 10th Extraordinary General Meeting (the "EOGM") held on 1 June 2015 (in the format prescribed by the Securities and Exchange Commission of Pakistan through its statutory regulatory order (S.R.O. 1431/(1)/2012) dated December 5, 2012) in the **Annex** to this letter.

The members at its 10th Extraordinary General meeting held on 1 June 2015, transacted the following special business and passed the following special resolutions together with other ordinary resolution for implementation and giving effect to the same:-

Foundation Wind Energy I Limited

To consider and, if thought fit, pass, with or without modification, the following resolution, as a special resolution for the purpose of approving (i) a loan in the nature of subordinated debt for an amount of US Dollars 340,000 to Foundation Wind Energy I Limited, and (ii) a corporate guarantee to secure a working capital facility of an amount of up to US Dollars 15 million, out of which the Company will guarantee an amount of up to US Dollars 5.25 million, in relation to Foundation Wind Energy I Limited

"RESOLVED THAT the Company (i) provide a loan in the nature of subordinated debt for an amount of up to US Dollars 340,000 to Foundation Wind Energy I Limited for the purposes of making project payments ("Shareholder Loan"), and (ii) provide a corporate guarantee in favor of a bank or financial institution to secure a working capital facility of an amount of up to US Dollars 15 million, out of which the Company will guarantee an amount of up to US Dollars 5.25 million, to be provided to Foundation Wind Energy I Limited by a bank or a financial institution for the purposes of meeting cash flow mismatch of revenue with payments ("Working Capital Facility Guarantee").

FURTHER RESOLVED THAT the rate of return on the Shareholder Loan to be provided to Foundation Wind Energy I Limited shall be at least KIBOR plus two percent, the Shareholder

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Loan shall repayable within two years and shall be secured by a guarantee from Fauji Foundation.

FURTHER RESOLVED THAT guarantee fee for the Working Capital Facility Guarantee shall be at least 1.5% of the guaranteed amount, the Working Capital Facility Guarantee shall be granted for a period of three years from the date of issuance and shall be secured by a counter-guarantee from Fauji Foundation.

FURTHER RESOLVED THAT the Company do all such acts, deeds and things as may be necessary and/or expedient for the aforesaid purposes or in furtherance thereof including, without limitation, to enter into and deliver and implement any and all agreements or undertakings as may be necessary or expedient for the purpose.

FURTHER RESOLVED THAT the Managing Director, Company Secretary and General Manager Finance, or such one or more other persons as the Managing Director may from time to time specially designate for the purpose, be and are hereby severally authorised to take any and all actions necessary or conducive for the Shareholder Loan and the Working Capital Facility Guarantee or in implementation thereof including, without limitation, to negotiate, finalize and execute as applicable any and all contracts, instruments, powers of attorney, notices, certificates, documents (of whatever nature and description) for or in connection with the Shareholder Loan and the Working Capital Facility Guarantee consistent with S.R.O 27(I)/2012 issued by the Securities and Exchange Commission of Pakistan; issue any notices, seek any approvals, make any filings and do all such acts, deeds and things as they may deem necessary and/or expedient.”

Foundation Wind Energy II (Private) Limited

To consider and, if thought fit, pass, with or without modification, the following resolution, as a special resolution for the purpose of approving (i) a loan in the nature of subordinated debt for an amount of US Dollars 585,000 to Foundation Wind Energy II (Private) Limited, and (ii) a corporate guarantee to secure a working capital facility of an amount of up to US Dollars 10 million, out of which the Company will guarantee an amount of up to US Dollars 3.5 million, in relation to Foundation Wind Energy II (Private) Limited

“**RESOLVED THAT** the Company (i) provide a loan in the nature of subordinated debt for an amount of up to US Dollars 585,000 to Foundation Wind Energy II (Private) Limited for the purposes of making project payments (“Shareholder Loan”), and (ii) provide a corporate guarantee in favor of a bank or financial institution to secure a working capital facility of an amount of up to US Dollars 10 million, out of which the Company will guarantee an amount of up to US Dollars 3.5 million, to be provided to Foundation Wind Energy II (Private) Limited by a bank or a financial institution for the purposes of meeting cash flow mismatch of revenue with payments (“Working Capital Facility Guarantee”).

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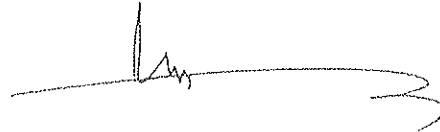
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FURTHER RESOLVED THAT the Company do all such acts, deeds and things as may be necessary and/or expedient for the aforesaid purposes or in furtherance thereof including,

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Yours faithfully,

A handwritten signature in black ink, appearing to read 'Brig Muhammad Azam', written over a horizontal line.

Brig Muhammad Azam, SI(M), (Retd)
Company Secretary

Disclosure Form
In terms of Section 15D of the Securities and Exchange Ordinance, 1969

Rawalpindi
1 Jun 2015

Name of the Company	Fauji Fertilizer Bin Qasim Limited
Date of Report	1 June 2015
Contact Information	Brig Muhammad Azam SI (M), (Retd) Company Secretary Fauji Fertilizer Bin Qasim Limited 73 - Harley Street Rawalpindi Telephone: [051-9272189] Fax: [051-9272198] Email: [muhammad.azam@ffbl.com]

Please mark the appropriate box below:

Disclosure of inside information by listed company in terms of Section 15D(1).

The members at its Extraordinary General Meeting held on 1 June 2015, transacted the following special business and passed the following special resolutions together with other resolution for implementation and giving effect to the same:

Foundation Wind Energy I Limited

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Intimation of decision of the listed company to delay disclosure of inside information in terms of Section 15D(2).

NIL

Disclosure of inside information by listed company where the listed company or person acting on its behalf discloses inside information to third party in terms of Section 15D(3).

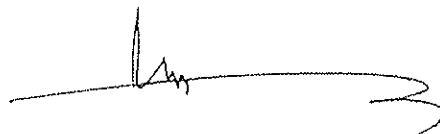
NIL

Disclosure of transactions conducted by persons discharging managerial responsibilities within a listed company or persons closely associated with them in terms of Section 15D(5).

NIL

SIGNATURE

In case of company pursuant to the requirements of the Securities and Exchange Ordinance, 1969, the company has duly caused this form/statement to be signed on its behalf by the undersigned hereunto duly authorized.



Brig Muhammad Azam, SI(M), (Retd)
Company Secretary