

IGI

Insurance

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NOTICE

IGI INSURANCE LIMITED

7th Floor, The Forum, Suite No. 701-713, G-20, Block-9, Khayaban-e-Jami, Clifton,
Karachi-75600, Pakistan

IN THE HIGH COURT OF SINDH AT KARACHI

(Company Jurisdiction)

J. Misc. Petition No. 1 of 2017

IN THE MATTER OF:

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

AND

IN THE MATTER OF:

IGI Insurance Limited and others Petitioners

NOTICE

Notice is hereby given that pursuant to the Order dated January 20, 2017 of the Sindh High Court at Karachi passed in Judicial Miscellaneous Petition No. 01 of 2017, an extraordinary general meeting of the members of IGI Insurance Limited ("**IGI Insurance**") will be held at Beach Luxury Hotel, M.T. Khan Road, Karachi on Wednesday, February 22, 2017 at 2:00 pm to consider and if thought fit, approve, adopt and agree to:

- (a) Scheme of Amalgamation between IGI Insurance and IGI Investment Bank Limited ("**IGI Investment Bank**"), whereby the entire undertaking inclusive of all properties, rights, liabilities and duties of IGI Investment Bank will be transferred to, amalgamated with, assumed by and vest in IGI Insurance, and IGI Insurance will continue as a going concern and IGI Investment Bank upon the amalgamation will cease to exist without winding up ("**Amalgamation Scheme**"); and
- (b) Scheme of Arrangement between IGI Insurance, IGI General Insurance Limited ("**IGI General**") and IGI Investments (Private) Limited ("**IGI Investments**") for arrangement of IGI Insurance by: (i) division of its insurance segment along with all rights and liabilities relating thereto, and simultaneously transferring to and amalgamating the same with IGI General; and (ii) division of certain investments held by IGI Insurance along with all rights and liabilities relating thereto, and simultaneously transferring to and amalgamating the same with IGI Investments ("**Arrangement Scheme**").

One copy each of the Amalgamation Scheme and the Arrangement Scheme (collectively **Schemes**), statement as required under Section 160(1)(b) of the Companies Ordinance setting out in detail the special business to be conducted in the extra ordinary general meeting ("**160(1)(b) Statement**"), and the statements under Section 286 of the Companies Ordinance, 1984 explaining effects of the Amalgamation Scheme and the

Arrangement Scheme ("286 Statements") are being provided with the notices of the meeting sent to the members. Further copies of the Schemes and Section 286 Statements may be obtained from the registered office of IGI Insurance at 7th Floor, The Forum, Suite No. 701-713, Block-9, Clifton, Karachi, Pakistan, during normal office hours on application prior to the meeting by the members.

Mr. Shamim Ahmad Khan has been appointed as chairman of the meeting and is to report the results thereof to the Court.

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



For and on behalf of
IGI Insurance Limited

Karachi.

Dated: February 01, 2017

NOTES:

1. Draft of resolutions proposed to be considered by the shareholders of the Company at the extra ordinary general meeting is being attached herewith (Appendix A) as required by Section 164(1) of the Companies Ordinance, 1984.
2. The Share Transfer Books of the Company will remain closed from February 15, 2017 to February 22, 2017 (both days inclusive)
3. A member entitled to attend and vote at the meeting is entitled to appoint another person as a proxy to attend and vote instead of him. A proxy need not be a member of the Company. The proxy forms duly completed and signed by the member appointing the proxy must be deposited with the Company's Share Registrar, FAMCO Associates (Private) Limited, 8F, Next to Hotel Faran, Nursery Block 6, P.E.C.H.S., Shahrah-e- Faisal, Karachi, not later than forty-eight (48) hours before the time appointed for the Meeting. The Form of Proxy is attached with this Notice.
4. Shareholders (Non-CDC) are requested to promptly notify the Company's Share Registrar afore-stated of any change in their addresses.
5. Any individual beneficial owner having an account or sub-account with the Central Depository Company, entitled to vote at this Meeting, must bring his/her Computerized National Identity Card ("CNIC") with him/her to prove his/her identity, and in case of proxy must enclose an attested copy of his/her CNIC. The representatives of corporate bodies should bring attested copies of board of directors' resolution/powers of attorney and/or all such documents as are required under Circular No. 1 dated 26 January 2000 issued by the Securities and Exchange Commission of Pakistan for the purpose.
6. Clause 1(b) of SRO No. 1027(I)/2014 dated November 13, 2014 issued by the SECP states that "The company may provide video conference facility to its members for attending general meeting at places other than the town in which general meeting is taking place after considering the geographical dispersal of its members: Provided that if members, collectively holding

10% or more shareholding residing at a geographical location, provide their consent to participate in the meeting through video conference at least 10 days prior to date of meeting the company shall arrange video conference facility in that city subject to availability of such facility in that city.”

7. If you wish to take benefit of this facility, please fill the form appearing below and submit it to the Company at its registered address at least 10 days prior to the holding of the Meeting.

The Company will intimate members regarding venue of video conference facility at least 5 days before the date of the Extraordinary General Meeting along with complete information necessary to enable them to access the facility.

I/We, _____ of _____ being _____ a member of IGI Insurance Limited, holder of _____ Ordinary shares as per Register Folio No. hereby opt for video conference facility at _____ <div style="text-align: right;">_____ <u>Signature of member</u></div>
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8. Members who have not yet submitted photocopy of their Computerized National Identity Cards to the Company are requested to send the same at the earliest.
9. A member may exercise his right to vote at the meeting by electronic means through e-voting, in the manner provided in the Companies (E-Voting) Regulations, 2016 notified by the Commission for this purpose, subject to the satisfactions of the conditions precedent to e-voting set out in such regulations.
10. A member willing to exercise his right to vote at the meeting through E-Voting shall deposit the following form in writing with the Company at its registered office or through email at the secured email address of the Company for this purpose, in advance at least ten (10) days prior to the date of the meeting.

IGI INSURANCE LIMITED

I/ We _____ of _____, being a member of IGI Insurance Limited, holder of _____ ordinary shares(s) as per Register Folio No. _____ hereby opt for e-voting through Intermediary and hereby consent to the appointment of the execution officer, _____, as proxy and will exercise e-voting as per the Companies (E-Voting) Regulations, 2016, and hereby demand for poll for resolutions.

My/our secured email address is _____, please send login details, password and electronic signature through email.

Signature

Signed in the presence of:

Signature of Witness

Signature of Witness

11. A copy of each of the Schemes, 160(1)(b) Statement and 286 Statements are being sent to all shareholders along with the notice to the members.

DRAFT RESOLUTIONS OF THE EXTRAORDINARY
GENERAL MEETING OF THE SHAREHOLDERS OF
IGI INSURANCE LIMITED

“RESOLVED THAT the Scheme of Amalgamation between IGI Insurance Limited and IGI Investment Bank Limited (“Amalgamation Scheme”) under Sections 284 to 288 of the Companies Ordinance, 1984 (the “Ordinance”) for the amalgamation of the entire undertaking, assets, entitlements and liabilities IGI Investment Bank Limited with and into IGI Insurance 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 Scheme of Arrangement between IGI Insurance Limited, IGI General Insurance Limited and IGI Investments (Pvt) Limited (“Arrangement Scheme”) under Sections 284 to 288 of the Ordinance prepared in connection with the arrangement of IGI Insurance Limited by: (i) division of its insurance segment, inclusive of all assets, rights, liabilities and obligations pertaining thereto, and simultaneously transferring to and amalgamating the same with IGI General Insurance Limited; and (ii) division of certain investments held by IGI Insurance Limited, inclusive of all assets, rights, liabilities and obligations pertaining thereto and simultaneously transferring to and amalgamating the same with IGI Investments (Pvt) Limited, considered by this meeting and initiated by the Chairman of this meeting for purpose of identification, be and are hereby approved, adopted and agreed.

FURTHER RESOLVED THAT Mr. Tahir Masaud, Chief Executive Officer and Mr. Abdul Haseeb, Chief Financial Officer be and are hereby authorized, jointly and/or singly, to submit the Amalgamation Scheme and the Arrangement Scheme 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 Amalgamation Scheme and the Arrangement Scheme to effectuate: (i) the amalgamation of IGI Investment Bank Limited with and into IGI Insurance Limited; and (ii) the arrangement of IGI Insurance Limited, IGI General Insurance Limited and IGI Investments (Private) Limited, in accordance with Section 284 read with Section 287 of the Ordinance.”

APPENDIX B

FORM OF PROXY

The Company Secretary
IGI Insurance Limited
7th Floor, The Forum,
Suite Nos. 701-713, G-20, Block 9,
Khayaban-e-Jami, Clifton, Karachi-75600, Pakistan

I/We _____ of _____ being member (s) of IGI Insurance Limited and holder of _____ Ordinary Shares as per Share Register Folio No. _____ and/or CDC Participant I.D. No. _____ and Sub Account No. _____ hereby appoint _____ of _____ or failing him / her _____ of _____ as my/our proxy in my/our absence to attend and vote for me/us on my/our behalf at the Extraordinary General Meeting of the Company to be held on Wednesday, February 22, 2017 at 2:00 pm at Beach Luxury Hotel, M.T. Khan Road, Karachi and at any adjournment thereof.

Signed this ___ day of _____ 2017.

Witness 1

Signature:

Name:

Address:

CNIC:

Signature:

Please affix
Rupees five
revenue
stamp

(Signature should agree with the specimen signature registered with the Company)

Witness 2

Signature:

Name:

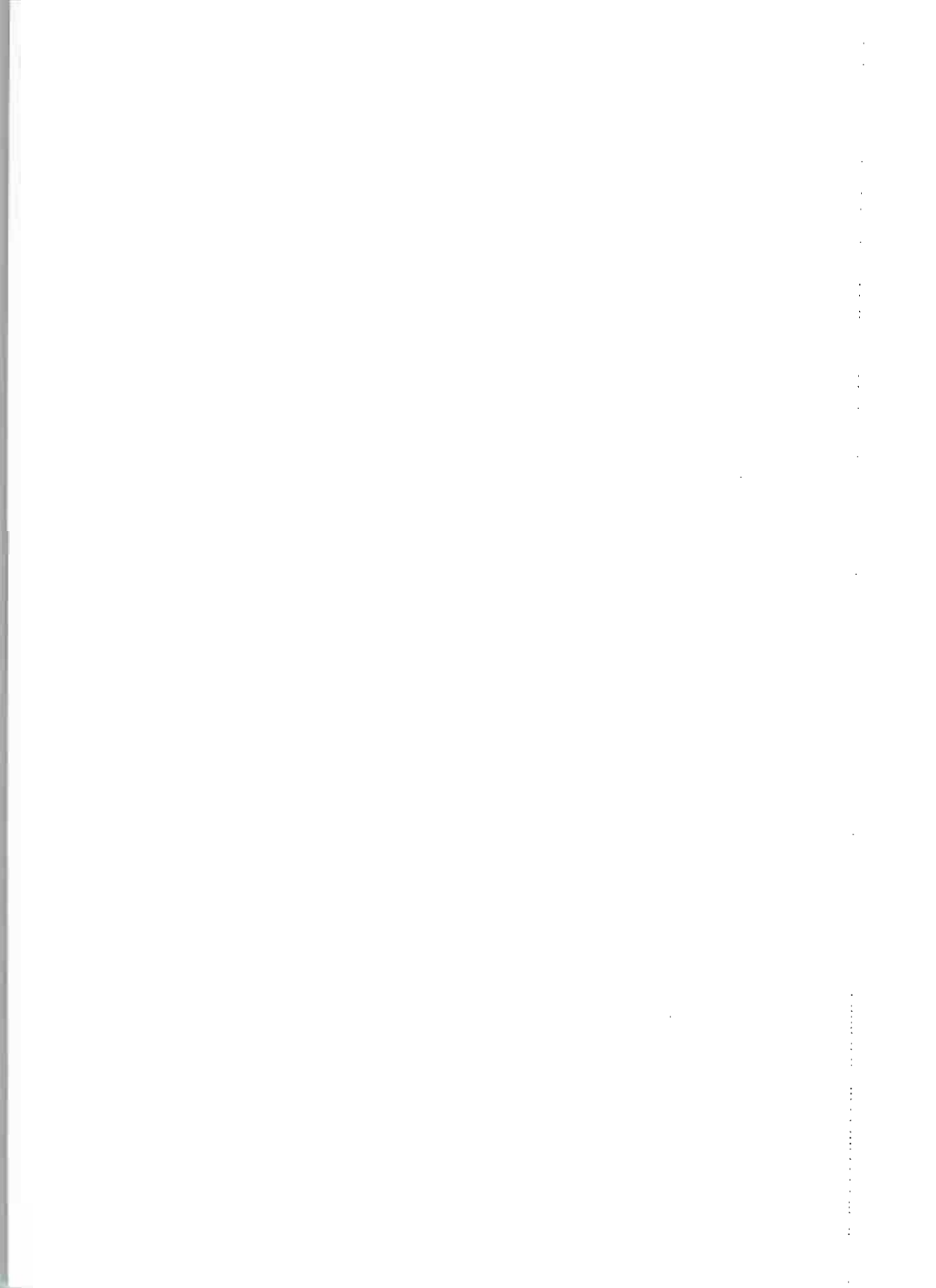
Address:

CNIC:

Note: Proxies, in order to be effective, must be received by the Company not less than 48 hours before the meeting.

CDC Shareholders and their proxies are each requested to attach an attested photocopy of their Computerized National Identity Card or Passport with this proxy form before submission to the Company.

The shareholders having shares deposited with the Central Depository Company (CDC) are requested to bring their Original Computerized National Identity Cards and CDC account number for verification.



IN THE HIGH COURT OF SINDH AT KARACHI

(Company Jurisdiction)

J. Misc. Petition No. 1 of 2017

IN THE MATTER OF:

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

AND

IN THE MATTER OF:

IGI Insurance Limited and others

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Petitioners

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

1. Judicial Miscellaneous Petition No. 01 of 2017 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 (i) the Scheme of Amalgamation between IGI Insurance Limited ("**IGI Insurance**") and IGI Investment Bank Limited ("**IGI Investment Bank**"), their respective members and creditors for the amalgamation of IGI Investment Bank with and into IGI Insurance ("**Amalgamation Scheme**"); and (ii) the Scheme of Arrangement between IGI Insurance, IGI General Insurance Limited ("**IGI General**"), and IGI Investments (Pvt) Limited ("**IGI Investments**"), their respective members and creditors for the arrangement of Petitioner Nos. 1, 3, and 4 ("**Arrangement Scheme**"). In that proceeding the Court has directed the convening of meeting of the members of IGI Insurance for seeking their agreement to the Amalgamation Scheme and the Arrangement Scheme.

2. Presently, IGI Insurance is engaged in the provision of general insurance services in the areas of fire, marine, motor, health, travel, engineering, bond and miscellaneous services. IGI Investment Bank is engaged in carrying out investment finance activities and leasing operations as a Non-Banking Finance Company. IGI General and IGI Investments are newly incorporated companies.

3. It is proposed that IGI Investment Bank will merge with IGI Insurance such that the entire undertaking inclusive of all properties, rights, liabilities and duties of IGI Investment Bank will be transferred to, amalgamated with, assumed by and vest in IGI Insurance, and IGI Insurance will continue as a going concern and IGI Investment Bank upon the amalgamation will cease to exist without winding up ("**Proposed Amalgamation**"). Shares of IGI Investment Bank will be swapped with the shares of IGI Insurance on the basis of swap ratio of 1: 92 (i.e. issuance of 1 (one) share of IGI Insurance for every 92 (ninety two) shares of IGI Investment Bank cancelled), to the shareholders of IGI Investment Bank except for IGI Insurance as consideration for the undertaking of IGI Investment Bank.

4. Subsequent to the Amalgamation Scheme having been effected, IGI Insurance is planning its arrangement by: (i) division of its insurance segment consisting of all the assets along with all rights and liabilities relating to the insurance business of IGI Insurance ("**Insurance Segment**"), and simultaneously transferring to and amalgamating the same with IGI General, in consideration for which IGI General

shall issue 16,500,000 shares of Rs. 10/- each to IGI Insurance subject to adjustment in accordance with the Arrangement Scheme; and (ii) division of its investment segment which consists of certain investments held by IGI Insurance along with all rights and liabilities relating thereto ("**Investment Segment**"), and simultaneously transferring to and amalgamating the same with IGI Investments, in consideration for which IGI Investments shall issue 120,400,000 shares of Rs. 100/- each to IGI Insurance subject to adjustment in accordance with the Arrangement Scheme ("**Proposed Arrangement**").

5. The purpose of the Proposed Amalgamation is to achieve the following benefits:

- (a) One of the prime desired objective of the proposed restructuring is to create a "financial services holding company" of the group, in line with international practices, which will own subsidiaries as may be feasible for the respective businesses. Such proposed restructuring will, inter alia, involve amalgamation of Petitioner No.2 (IGI Investment Bank) with and into Petitioner No.1 (IGI Insurance). Further, Petitioner No.2 (IGI Investment Bank) is facing financial difficulties including accumulated losses, non-compliance with applicable minimum equity requirement and non-renewal of its licenses by SECP. Upon completion of the proposed amalgamation of Petitioner No.2 (IGI Investment Bank) with and into Petitioner No.1 (IGI Insurance) in accordance with the terms of the Amalgamation Scheme, the merged entity will surrender its NBFC license.
- (b) The amalgamation will facilitate proposed restructuring of IGI group's financial services businesses into a holding company structure with subsidiaries conducting different businesses, which will facilitate operations, management and ownership in a focused/flexible manner.
- (c) The administrative costs incurred individually by Petitioner No. 1 (IGI Insurance) and Petitioner No. 2 (IGI Investment Bank) will be considerably reduced after amalgamation of IGI Investment Bank with and into IGI Insurance as:
 - (i) Only a single Board of Directors will be required to manage the affairs.
 - (ii) Operation and running of the business under one management which would avoid duplication of work.
 - (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.

6. The purpose of the Proposed Arrangement is to achieve the following benefits:

- (a) One of the prime desired objective of the proposed restructuring is to create a "financial services holding company" of the group, in line with international practices, which will own subsidiaries as may be

feasible for the respective businesses. Such proposed restructuring will involve, following completion of amalgamation of Petitioner No.2 (IGI Investment Bank) with and into Petitioner No.1 (IGI Insurance), demerger of Insurance Segment and Investment Segment into wholly owned subsidiaries of Petitioner No.1 (IGI Insurance), i.e. Petitioner No.3 (IGI General) and Petitioner No.4 (IGI Investments).

- (b) After the division of Insurance Segment and the Investment Segment, Petitioner No. 1 will be able to focus on acting as a holding company for its shareholdings.
- (c) The division of Insurance Segment and transfer/amalgamation of the same in Petitioner No. 3 (IGI General) will lead to a clearer positioning, better chances of finding strategic alliances, a strengthened senior management, more business-oriented incentives for the management and employees as well as an increase in value for the shareholders.
- (d) The division of Investment Segment and transfer/amalgamation of the same in Petitioner No.4 (IGI Investments) will allow a more focused approach to investment portfolio which will result in enhancement of the value of such portfolio and consequently benefit the shareholders.
- (e) Petitioner No. 3 (IGI General) and Petitioner No. 4 (IGI Investments) are presently newly incorporated companies, which after the transfers of the Insurance Segment and the Investment Segment are accomplished, shall carry the general insurance business and investment returns respectively and will, therefore, add value for the shareholders.
- (f) The division of Insurance Segment and its transfer/amalgamation into Petitioner No. 3 (IGI General) will help in carrying on the business more economically and provide satisfactory organizational framework conducive to the growth of insurance business.
- (g) The Boards of Directors of Petitioner No. 3 (IGI General) and Petitioner No. 4 (IGI Investments) will concentrate wholly in effectively running and managing the affairs of the Insurance Segment and the Investment Segment respectively.
- (h) Petitioner No. 3 (IGI General) and Petitioner No. 4 (IGI Investments) are wholly owned subsidiaries of Petitioner No. 1 (IGI Insurance) having common management. As the same team of key management and/or technical personnel of the Insurance Segment and the Investment Segment will continue, there will be no disruption of business activity during the post division/transfer period.

7. In light of the aforesaid, the respective Board of Directors of IGI Insurance, IGI Investment Bank, IGI General and IGI Investments had resolved to commence with the amalgamation/arrangement process and to take all such steps as are necessary in this regard including preparation of the Amalgamation Scheme and the Arrangement Scheme to be submitted to the Honourable High Court pursuant to Sections 284 and 287 of the Ordinance. For such purposes the Amalgamation Scheme for the Proposed Amalgamation and the Arrangement Scheme for the Proposed Arrangement have been prepared.

8. Draft of the Amalgamation Scheme has been approved by the Board of Directors of IGI Insurance and IGI Investment Bank and Draft of the Arrangement Scheme has been approved by IGI Insurance, IGI General, and IGI Investments. Copies of the Amalgamation Scheme and the Arrangement Scheme are attached herewith and the same may also be inspected by the members of IGI Insurance during business hours

at the registered office of IGI Insurance, 7th Floor, The Forum, Suite 701-713, G-20, Block 9, Khayaban-e-Jami, Clifton, Karachi, Pakistan.

9. 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 the relevant scheme of arrangement in order for the same to be sanctioned by the Honourable High Court. Hence, pursuant to the Order dated the 20th day of January, 2017 of the High Court of Sindh at Karachi, passed in Judicial Petition No. 01 of 2017 extra ordinary general meeting of the shareholders of IGI Insurance will be held at Beach Luxury Hotel, M.T. Khan Road, Karachi, on Wednesday, February 22, 2017 at 2:00 pm to consider and if thought fit, approve, adopt and agree to the Amalgamation Scheme and the Arrangement Scheme

10. No Director of IGI Insurance has any interest, whether directly or indirectly, in the Proposed Amalgamation and the Proposed Arrangement except as disclosed in the statement given under Section 286 of the Ordinance.

A handwritten signature in black ink, appearing to be 'A. I. Khan', written over a horizontal line.

**For and on behalf of
IGI Insurance Limited**

Karachi
Dated: February 01, 2017

IN THE HIGH COURT OF SINDH AT KARACHI

(Companies Jurisdiction)

J. Misc. Petition No. 1 of 2017

In the matter of:

Sections 282, 285, 286, 287 and 288 of the Companies Ordinance, 1984

and

in the matter of:

IGI Insurance Limited and others Petitioners

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

Dear Sir/Madam:

Judicial Miscellaneous Petition No. 01 of 2017 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, inter alia, sanction of and for other orders in respect of the Scheme of Amalgamation between IGI Insurance Limited ("**IGI Insurance**") and IGI Investment Bank Limited ("**IGI Investment Bank**"), their respective members and creditors for the amalgamation of IGI Investment Bank with and into IGI Insurance ("**Amalgamation Scheme**"). A copy of the Amalgamation Scheme is provided with this statement.

The accompanying notice convenes the meetings of shareholders of IGI Insurance and IGI Investment Bank as directed by the Court. It is intended to pass the following proposed resolution at the General Meetings:

IGI Insurance

"RESOLVED THAT the Scheme of Amalgamation between IGI Insurance Limited and IGI Investment Bank Limited ("**Amalgamation Scheme**") under Sections 284 to 288 of the Companies Ordinance, 1984 (the "Ordinance") for the amalgamation of the entire undertaking, assets, entitlements and liabilities IGI Investment Bank Limited with and into IGI Insurance 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 Scheme of Arrangement between IGI Insurance Limited, IGI General Insurance Limited and IGI Investments (Pvt) Limited ("**Arrangement Scheme**") under Sections 284 to 288 of the Ordinance prepared in connection with the arrangement of IGI Insurance Limited by: (i) division of its insurance segment, inclusive of all assets, rights, liabilities and obligations pertaining thereto, and simultaneously transferring to and amalgamating the same with IGI General Insurance Limited; and (ii) division of its investment segment, inclusive of all assets, rights, liabilities and obligations pertaining thereto and simultaneously transferring to and amalgamating the same with IGI Investments (Pvt) Limited, considered by this meeting and initiated by the Chairman of this meeting for purpose of identification, be and are hereby approved, adopted and agreed.

FURTHER RESOLVED THAT Mr. Tahir Masaud, Chief Executive Officer and Mr. Abdul Haseeb, Chief Financial Officer be and are hereby authorized, jointly

or singly, to submit the Amalgamation Scheme and the Arrangement Scheme 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 Amalgamation Scheme and the Arrangement Scheme to effectuate: (i) the amalgamation of IGI Investment Bank Limited with and into IGI Insurance Limited; and (ii) the arrangement of IGI Insurance Limited, IGI General Insurance Limited and IGI Investments (Private) Limited in accordance with Section 284 read with Section 287 of the Ordinance.”

IGI Investment Bank

“RESOLVED THAT the Scheme of Amalgamation between IGI Insurance Limited and IGI Investment Bank Limited (“Amalgamation Scheme”) under Sections 284 to 288 of the Companies Ordinance, 1984 (the “Ordinance”) for the amalgamation of the entire undertaking, assets, entitlements and liabilities IGI Investment Bank Limited with and into IGI Insurance Limited, considered by this meeting and initiated by the Chairman of this meeting for purpose of identification, be and are hereby approved, adopted and agreed.

FURTHER RESOLVED THAT Syed Raza Hussain Rizvi, Chief Executive Officer and Mr. Khurram Raza Bakhtayari, Director be and are hereby authorized, jointly or singly, to submit the Amalgamation Scheme 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 Amalgamation Scheme to effectuate the amalgamation of IGI Investment Bank Limited with and into IGI Insurance Limited.”

The sanctioning of the Amalgamation Scheme and the making of other appropriate orders in connection therewith will be considered by the Court after the Amalgamation 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 and creditors (both secured and unsecured trade creditors) of IGI Insurance and members and unsecured trade creditors IGI Investment Bank separately. It being clarified that IGI Investment Bank does not have any secured creditors.

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 IGI Insurance, to the registered office of IGI Insurance, situated at 7th Floor, The Forum, Suite 701-713, G-20, Block 9, Khayaban-e-Jami, Clifton, Karachi, Pakistan; and
- (b) for members of IGI Investment Bank, to the registered office of IGI Investment Bank, situated at 7th Floor, The Forum, Suite 701-713, G-20, Block 9, Khayaban-e-Jami, 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 AMALGAMATION SCHEME

The principal object of the Amalgamation Scheme is to effect amalgamation of IGI Investment Bank into IGI Insurance by transfer to and vesting in IGI Insurance of the whole of the undertaking of IGI Investment Bank including all Assets and Liabilities of IGI Investment Bank at the Effective Date as defined in the Amalgamation Scheme, against allotment of fully paid ordinary shares of IGI Insurance to the shareholders of IGI Investment Bank (except IGI Insurance) in lieu of the shares of IGI Investment Bank held by them and dissolve IGI Investment Bank without going into winding up.

2. APPROVALS

The draft of the Amalgamation Scheme has been approved by the respective Board of Directors of IGI Insurance and IGI Investment Bank. The proportion in which the shares of IGI Insurance are to be allotted to the shareholders of IGI Investment Bank under the Amalgamation Scheme in lieu of the shares of IGI Investment Bank held by the registered holders thereof has been worked out at June 30, 2016 which is 92:1 (i.e. every 92 (ninety two) ordinary shares of Rs. 10/= (Rupees ten) each in IGI Investment Bank there shall be allotted 1 (one) ordinary share of Rs. 10/= (Rupees ten) each of IGI Insurance) based on the valuation conducted by M/s. A.F.Ferguson & Co., Chartered Accountants.

3. SANCTION

The Amalgamation 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 Honourable High Court of Sindh may impose. Mr. Abdul Haseeb, Chief Financial Officer of IGI Insurance and Mr. Syed Raza Hussain Rizvi, Chief Executive Officer of IGI Investment Bank acting jointly have the power to consent on behalf of all concerned to any modifications thereof or additions thereto the Amalgamation Scheme or to any conditions which the Honorable High Court may think fit to impose.

4. CREDITORS' INTEREST

A meeting of creditors (both secured and unsecured trade creditors) of IGI Insurance and a meeting of unsecured trade creditors of IGI Investment Bank is being called for seeking approval of proposed amalgamation of IGI Investment Bank with and into IGI Insurance pursuant to the Amalgamation Scheme.

It is further submitted that pursuant to the proposed amalgamation of IGI Investment Bank with and into IGI Insurance, the interests of the creditors (both secured and unsecured trade creditors) of IGI Insurance and unsecured trade creditors of IGI Investment Bank will not be affected in any material respect as amounts due to them will neither be enlarged nor diminished as a consequence of the amalgamation.

In light of above, no question arises as to whether the interests of the above mentioned creditors are affected and/or whether any charges/securities have been created in favour of third parties.

5. ISSUANCE AND ALLOTMENT OF SHARES

As consideration for the transfer to and vesting in IGI Insurance of the entire business and undertaking of IGI Investment Bank, IGI Insurance shall issue at par and allot:

1,337,033/= (One million three hundred thirty seven thousand thirty three) ordinary shares of Rs.10/- of IGI Insurance, credited as fully paid up, to persons who are registered holders of the ordinary shares in IGI Investment Bank except IGI Insurance, and such allotment shall be made on the following terms, namely,

in respect of every 92 (ninety two) ordinary shares of Rs. 10/= (Rupees ten) each in IGI Investment Bank, there shall be allotted 1 (one) ordinary share of Rs. 10/= (Rupees ten) each of IGI Insurance i.e. on the basis of swap ratio of 92 : 1 and all entitlements of registered holders of the ordinary shares of IGI Investment Bank shall be determined in the proportion aforesaid.

Fractional shares shall not be issued. All fractions less than a share shall be consolidated into whole shares which shall be allotted to the secretary of IGI Insurance upon trust to sell such shares and to pay the net sale proceeds realized (less the expenses of the sale) to the registered holders of ordinary shares of IGI Investment Bank who are entitled to fractions in proportion to their respective fractional entitlements.

The new shares issued pursuant to the Amalgamation Scheme shall rank pari passu with the existing shares in all respect.

6. LIABILITIES, OBLIGATIONS AND LEGAL PROCEEDINGS

The transfer to and vesting in IGI Insurance of IGI Investment Bank's entire business and undertaking in accordance with the Amalgamation Scheme will include all the liabilities and obligations of IGI Investment Bank howsoever arising, and after the amalgamation is accomplished, IGI Insurance 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 IGI Insurance instead of IGI Investment Bank. The transfer of all assets of IGI Investment Bank to IGI Insurance under the Amalgamation Scheme, will be subject to any specific mortgages or charges created over these assets before the amalgamation in favour of the creditors of IGI Investment Bank.

All the legal proceedings instituted by or against IGI Investment Bank and pending immediately before the amalgamation will be treated as legal proceeding by or against IGI Insurance and will be dealt with accordingly

7. COSTS

All the costs, charges and expenses incurred by IGI Insurance and IGI Investment Bank in respect of the preparation of the Amalgamation Scheme and carrying it into effect will be borne and paid by IGI Insurance.

8. BUSINESS

The business presently carried on by IGI Investment Bank and IGI Insurance is as under:

8.1 IGI INSURANCE

IGI Insurance was incorporated in Pakistan on November 02, 1953 as a public limited company under the Companies Ordinance, 1984 and received insurance license from the Securities and Exchange Commission of Pakistan on January 01, 2001. The registered office of IGI Insurance is situated at 7th Floor, The Forum, Suite 701-713, G-20, Block 9, Khayaban-e-Jami, Clifton, Karachi, Pakistan. IGI Insurance obtained Certificate of Commencement of Business on May 3, 1954 and is engaged in provision of general insurance services in the areas of fire, marine, motor, health, travel, engineering, bond and miscellaneous services.

8.2 IGI Investment Bank

IGI Investment Bank is a public limited company incorporated under the Companies Ordinance, 1984 on February 07, 1990. IGI Investment Bank

obtained Certificate of Commencement of Business on August 2, 1990 and is engaged in carrying out investment finance activities and leasing operations as a Non-Banking Finance Company.

9. ADVANTAGES OF AMALGAMATION

The purpose of the proposed amalgamation of entire business and undertaking of IGI Investment Bank, with IGI Insurance is to achieve the following benefits:

- (a) One of the prime desired objective of the proposed restructuring is to create a "financial services holding company" of the group, in line with international practices, which will own subsidiaries as may be feasible for the respective businesses. Such proposed restructuring will, inter alia, involve amalgamation of IGI Investment Bank with and into IGI Insurance. Further, as IGI Investment Bank is facing financial difficulties including accumulated losses, non-compliance with applicable minimum equity requirement and non-renewal of its licenses by SECP. Upon completion of the proposed amalgamation of IGI Investment Bank with and into IGI Insurance in accordance with the terms of the Amalgamation Scheme, the merged entity will surrender its NBFC license.
- (b) The amalgamation will facilitate proposed restructuring of IGI group's financial services businesses into a holding company structure with subsidiaries conducting different businesses, which will facilitate operations, management and ownership in a focused/flexible manner.
- (c) The administrative costs incurred individually by IGI Insurance and IGI Investment Bank will be considerably reduced after amalgamation of IGI Investment Bank with and into IGI Insurance as:
 - (i) Only a single Board of Directors will be required to manage the affairs.
 - (ii) Operation and running of the business under one management which would avoid duplication of work.
 - (iii) 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.

10. DIRECTORS AND MANAGEMENT

10.1 IGI INSURANCE

The following are the present directors and their holding of shares in IGI Insurance:

	Name of Directors	Shareholding
1.	Syed Babar Ali	27,383,109
2.	Shamim Ahmad Khan	6,306
3.	Syed Yawar Ali	1,249,996
4.	Syed Shahid Ali	1,159,844
5.	Syed Hyder Ali	6,447,629

6.	Faryal Jooma	100
7.	Osman Khalid Waheed	100
8.	Tahir Masaud	100

10.2 IGI Investment Bank

The following are the present directors and their holding of shares in IGI Investment Bank:

	Name of Directors	Shareholding
1.	Syed Babar Ali	9,796,627
2.	Towfiq H. Chinoy	500
3.	Farid Khan	500
4.	Khalid Yacob	500
5.	Arif Faruque	500
6.	Syed Raza Hussain Rizvi	500

11. DIRECTORS AFTER AMALGAMATION

The Directors of IGI Insurance are expected to serve as directors of the IGI Insurance after amalgamation.

12. INTEREST OF DIRECTORS

Except as set out in this paragraph, no Directors of IGI Insurance and IGI Investment Bank 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 IGI Insurance and IGI Investment Bank (as shareholder and/or nominee directors) and the remuneration and benefits that might accrue to them as part of any policy of IGI Insurance and IGI Investment Bank.

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 IGI Insurance and IGI Investment Bank:

IGI Insurance

Name of Director	Shares in IGI Insurance	Shares in IGI Investment Bank
Syed Babar Ali	27,383,109	9,796,627
Shamim Ahmad Khan	6,306	-
Syed Yawar Ali	1,249,996	205,000
Syed Shahid Ali	1,159,844	616,784
Syed Hyder Ali	6,447,629	667,786
Faryal Jooma	100	-
Osman Khalid Waheed	100	-
Tahir Masaud	100	-

IGI Investment Bank

Name of Director	Shares in IGI Insurance	Shares in IGI Investment Bank
Syed Babar Ali	27,383,109	9,796,627
Towfiq H. Chinoy	-	500
Farid Khan	-	500
Khalid Yacob	-	500

Arif Faruque	-	500
Syed Raza Hussain Rizvi	-	500

13. COMPENSATION FOR LOSS OF OFFICE

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

14. DOCUMENTS FOR INSPECTION

The documents of IGI Insurance and IGI Investment Bank namely, copies of the Memorandum and Articles of Association, the Financial Statements of IGI Insurance for the period ended June 30, 2016 together with auditors' review report thereon and year ended December 31, 2015 together with auditors report, the Financial Statements of IGI Investment Bank for the year ended June 30, 2016 together with auditors report, the Amalgamation Scheme, the Statement of Information in terms of Section 286 of the Ordinance and the letter dated October 27, 2016 by M/s. A.F.Ferguson & Co., Chartered Accountants in respect of swap ratio for the allotment of shares by IGI Insurance to the shareholders of IGI Investment Bank may be inspected at the following address during the usual business hours on any working day till the conclusion of the meeting in which the resolution for amalgamation will be adopted:

IGI Insurance

7th Floor, The Forum, Suite No. 701-713, Block-9, Clifton, Karachi, Pakistan

IGI Investment Bank

7th Floor, The Forum, Suite No. 701-713, Block-9, Clifton, Karachi, Pakistan

for and on behalf of
IGI Insurance Limited

for and on behalf of
IGI Investment Bank Limited

Karachi.

Dated: February 01, 2017

IN THE HIGH COURT OF SINDH AT KARACHI

(Company Jurisdiction)

J. Misc. Petition No. 1 of 2017

IN THE MATTER OF:

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

AND

IN THE MATTER OF:

IGI Insurance Limited and others Petitioners

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

Dear Sir/Madam:

Judicial Miscellaneous Petition No. 01 of 2017 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, *inter alia*, sanction of and for other orders in respect of the Scheme of Arrangement between IGI Insurance Limited ("**IGI Insurance**"), IGI General Insurance Limited ("**IGI General**"), and IGI Investments (Pvt) Limited ("**IGI Investments**"), their respective members and creditors for the arrangement of IGI Insurance ("**Arrangement Scheme**"). A copy of the Arrangement Scheme is provided with this statement.

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

IGI Insurance

"RESOLVED THAT the Scheme of Amalgamation between IGI Insurance Limited and IGI Investment Bank Limited ("**Amalgamation Scheme**") under Sections 284 to 288 of the Companies Ordinance, 1984 (the "Ordinance") for the amalgamation of the entire undertaking, assets, entitlements and liabilities IGI Investment Bank Limited with and into IGI Insurance 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 Scheme of Arrangement between IGI Insurance Limited, IGI General Insurance Limited and IGI Investments (Pvt) Limited ("**Arrangement Scheme**") under Sections 284 to 288 of the Ordinance prepared in connection with the arrangement of IGI Insurance Limited by: (i) division of its insurance segment, inclusive of all assets, rights, liabilities and obligations pertaining thereto, and simultaneously transferring to and amalgamating the same with IGI General Insurance Limited; and (ii) division of certain investments held by IGI Insurance Limited, inclusive of all assets, rights, liabilities and obligations pertaining thereto and simultaneously transferring to and amalgamating the same with IGI Investments (Pvt) Limited, considered by this meeting and initiated by the Chairman of this meeting for purpose of identification, be and are hereby approved, adopted and agreed.

FURTHER RESOLVED THAT Mr. Tahir Masaud, Chief Executive Officer and Mr. Abdul Haseeb, Chief Financial Officer be and are hereby authorized, jointly or singly, to submit the Amalgamation Scheme and the Arrangement Scheme 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 Amalgamation Scheme and the Arrangement Scheme to effectuate: (i) the amalgamation of IGI Investment Bank Limited with and into IGI Insurance Limited; and (ii) the arrangement of IGI Insurance Limited, IGI General Insurance Limited and IGI Investments (Private) Limited in accordance with Section 284 read with Section 287 of the Ordinance.”

IGI General

“RESOLVED THAT the Scheme of Arrangement between IGI Insurance Limited, IGI General Insurance Limited and IGI Investments (Pvt) Limited (“Arrangement Scheme”) under Sections 284 to 288 of the Ordinance prepared in connection with the arrangement of IGI Insurance Limited by: (i) division of its insurance segment, inclusive of all assets, rights, liabilities and obligations pertaining thereto, and simultaneously transferring to and amalgamating the same with IGI General Insurance Limited; and (ii) division of certain investment held by IGI Insurance Limited, inclusive of all assets, rights, liabilities and obligations pertaining thereto and simultaneously transferring to and amalgamating the same with IGI Investments, considered by this meeting and initiated by the Chairman of this meeting for purpose of identification, be and are hereby approved, adopted and agreed.

FURTHER RESOLVED THAT Mr. Fahad Subhan, Director and Mr. Adil Ali Abbasi, Director be and are hereby authorized, jointly or singly, to submit the Arrangement Scheme as approved by the shareholders, to the Honourable High Court of Sindh at Karachi and seek sanction of the Honourable High Court of the Arrangement Scheme to effectuate the arrangement of IGI Insurance Limited, IGI General Insurance Limited and IGI Investments (Private) Limited in accordance with Section 284 read with Section 287 of the Ordinance.”

IGI Investments

“RESOLVED THAT the Scheme of Arrangement between IGI Insurance Limited, IGI General Insurance Limited and IGI Investments (Pvt) Limited (“Arrangement Scheme”) under Sections 284 to 288 of the Ordinance prepared in connection with the arrangement of IGI Insurance Limited by: (i) division of its insurance segment, inclusive of all assets, rights, liabilities and obligations pertaining thereto, and simultaneously transferring to and amalgamating the same with IGI General Insurance Limited; and (ii) division of certain investments held by IGI Insurance Limited, inclusive of all assets, rights, liabilities and obligations pertaining thereto and simultaneously transferring to and amalgamating the same with IGI Investments, considered by this meeting and initiated by the Chairman of this meeting for purpose of identification, be and are hereby approved, adopted and agreed.

FURTHER RESOLVED THAT Mr. Sajjad Iftikhar, Director and Syed Awais Amjad, Director be and are hereby authorized, jointly or singly, to submit the Arrangement Scheme and the Arrangement Scheme as approved by the shareholders, to the Honourable High Court of Sindh at Karachi and seek sanction of the Honourable High Court of the Arrangement Scheme to effectuate the arrangement of IGI Insurance Limited, IGI General Insurance Limited and IGI Investments (Private) Limited in accordance with Section 284 read with Section 287 of the Ordinance.”

The sanctioning of Arrangement Scheme and the making of other appropriate orders in connection therewith will be considered by the Court after the Arrangement 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 and creditors (both secured and unsecured trade creditors) of IGI Insurance and members of IGI General and IGI Investments 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 addresses:

- (a) for members of IGI Insurance, to the registered office of IGI Insurance, situated at 7th Floor, The Forum, Suite 701-713, G-20, Block 9, Khayaban-e-Jami, Clifton, Karachi, Pakistan;
- (b) for members of IGI General, to the registered office of IGI General, situated at 7th Floor, The Forum, Suite 701-713, G-20, Block 9, Khayaban-e-Jami, Clifton, Karachi, Pakistan; and
- (c) for members of IGI Investments, to the registered office of IGI Investments, situated at 7th Floor, The Forum, Suite 701-713, G-20, Block 9, Khayaban-e-Jami, 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 ARRANGEMENT SCHEME

The object of Arrangement Scheme is (which will be consummated after the amalgamation of IGI Investment Bank Limited with and into IGI Insurance) to effect arrangement of IGI Insurance by: (i) division of its insurance segment along with all rights and liabilities relating thereto ("**Insurance Segment**"), and simultaneously transferring to and amalgamating the same with IGI General, in consideration for which IGI General shall issue 16,500,000 shares of Rs. 10/- each to IGI Insurance in terms of paragraph 5 below; and (ii) division of its investment segment along with all rights and liabilities relating thereto ("**Investment Segment**"), and simultaneously transferring to and amalgamating the same with IGI Investments, in consideration for which IGI Investments shall issue 120,400,000 shares of Rs. 100/- each to IGI Insurance in terms of paragraph 5 below (the "**Proposed Arrangement**").

2. APPROVALS

The draft of the Arrangement Scheme has been approved by the respective Board of Directors of IGI Insurance, IGI General, and IGI Investments. The proportion in which the shares of IGI General and IGI Investments are to be allotted to IGI Insurance in lieu of transfer of the Insurance Segment and the Investment Segment shall be based on net assets of the Insurance Segment and Investment Segment of IGI Insurance respectively as of the Effective Date determined by the management of IGI Insurance and audited by the external auditors of IGI Insurance in accordance with the Arrangement Scheme. The actual number of shares to be issued to IGI Insurance by IGI General and IGI Investments under the Arrangement Scheme shall also be confirmed and approved by the Board of Directors of IGI General and IGI Investments.

3. SANCTION BY COURT

The Arrangement 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. Mr. Abdul Haseeb, Chief Financial Officer of IGI Insurance, Mr. Fahad Subhan, Director of IGI General, and Mr. Sajjad Iftikhar, Director of IGI Investments acting jointly have the power to consent on behalf of all concerned to any modifications thereof or additions thereto the Arrangement Scheme or to any conditions which the Court may think fit to impose.

4. CREDITORS' INTEREST

A meeting of creditors (both secured and unsecured trade creditors) of IGI Insurance is being called for seeking approval of Proposed Arrangement of IGI Insurance, IGI General and IGI Investments pursuant to the Arrangement Scheme. We would like to mention that IGI General and IGI Investments (wholly owned subsidiaries of IGI Insurance) are newly incorporated companies and do not have any creditors.

It is further submitted that pursuant to the Proposed Arrangement of IGI Insurance, IGI General and IGI Investments, the interests of the creditors (both secured and unsecured trade creditors) of IGI Insurance will not be affected in any material respect as amounts due to them will neither be enlarged nor diminished as a consequence of the amalgamation.

In light of above, no question arises as to whether the interests of creditors (both secured and unsecured trade creditors) are affected and/or whether any charges/securities have been created in favour of third parties.

5. ISSUANCE OF SHARES

In consideration for the transfer of the Insurance Segment by IGI Insurance to IGI General, IGI General shall issue and allot 16,500,000 fully paid up shares of Rs.10/- each to IGI Insurance at par subject to any applicable adjustment (downwards or upwards) based on the net asset value determined by the external auditors in accordance with the Arrangement Scheme. In consideration for the transfer of the Investment Segment by IGI Insurance to IGI Investments, IGI Investments shall issue and allot 120,400,000 fully paid up shares of Rs.100/- each to IGI Insurance at par subject to any applicable adjustment (downwards or upwards) based on the net asset value determined by the external auditors in accordance with the Arrangement Scheme.

Such shares issued shall rank *pari passu* with the existing ordinary shares of IGI General and IGI Investments in all respects.

6. LIABILITIES, OBLIGATIONS AND LEGAL PROCEEDINGS

The transfer to and vesting in IGI General of the Insurance Segment in accordance with the Arrangement Scheme will include all the liabilities and obligations of the Insurance Segment howsoever arising, and after the transfer of the Insurance Segment is accomplished, IGI General 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 IGI Insurance instead of IGI General.

Similarly, the transfer to and vesting in IGI Investments of the Investment Segment in accordance with the Arrangement Scheme will include all the liabilities and obligations of the Investment Segment howsoever arising, and after the transfer of the Investment Segment is accomplished, IGI Investments 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 IGI Insurance instead of IGI Investments.

The transfer of the Insurance Segment and the Investment Segment to IGI General and IGI Investments respectively under the Arrangement Scheme including property of all kinds, movable or immovable, tangible or intangible, leasehold property, actionable claims, receivables and book debts relating to the Insurance Segment and the Investment Segment, will be subject to any specific mortgages or charges created over these assets in favour of the creditors before the transfer of the Insurance Segment and the Investment Segment.

All such mortgages or charges on the assets forming part of the Insurance Segment shall be transferred (without in any manner adversely affecting the ranking or priority of the same) from IGI Insurance to IGI General on the Effective Date by virtue of the approval of the Arrangement Scheme by the Court.

Similarly, all such mortgages or charges on the assets forming part of the Investment Segment shall be transferred (without in any manner adversely affecting the ranking or priority of the same) from IGI Insurance to IGI Investments on the Effective Date by virtue of the approval of the Arrangement Scheme by the Court.

All the legal proceedings instituted by or against IGI Insurance relating to the Insurance Segment and the Investment Segment and pending immediately before the transfer will be treated as legal proceeding by or against IGI General or IGI Investments (as applicable) and will be dealt with accordingly.

7. COSTS

All the costs, charges and expenses incurred by IGI Insurance, IGI General and IGI Investments in respect of the preparation of the Arrangement Scheme and carrying it into effect will be borne and paid by IGI Insurance.

8. BUSINESS

The business presently carried on by IGI Insurance, IGI General and IGI Investments is as under:

8.1 IGI Insurance

IGI Insurance was incorporated in Pakistan on November 02, 1953 as a public limited company under the Companies Ordinance, 1984 and received insurance license from the Securities and Exchange Commission of Pakistan on January 01, 2001. The registered office of IGI Insurance is situated at 7th Floor, The Forum, Suite 701-713, G-20, Block 9, Khayaban-e-Jami, Clifton, Karachi, Pakistan. IGI Insurance obtained Certificate of Commencement of Business on May 3, 1954 and is engaged in provision of general insurance services in the areas of, *inter alia*, fire, marine, motor, health, travel, engineering, bond and miscellaneous services.

8.2 IGI General

IGI General is a public limited company incorporated under the Companies Ordinance, 1984 on November 18, 2016. It has been formed for the purpose of provision of general insurance services in the areas of fire, marine, motor, health, travel, engineering, bond and miscellaneous services including general takaful (Islamic insurance). IGI General is in the process of obtaining Certificate of Commencement of Business.

8.3 IGI Investments

IGI Investments is a private limited company incorporated under the Companies Ordinance, 1984 on October 31, 2016. It has been formed to act as an investment holding company and for that purpose invest, acquire, sell and hold stocks, shares, securities, debt securities and Government securities but shall not indulge in the business of a Non Banking Finance Company or Investment Banking.

9. ADVANTAGES OF ARRANGEMENT

The purpose of the Proposed Arrangement of IGI Insurance by division of its Insurance Segment and Investment Segment and transferring the same in IGI General and IGI Investments respective is to achieve the following benefits:

- (a) One of the prime desired objective of the proposed restructuring is to create a "financial services holding company" of the group, in line with international practices, which will own subsidiaries as may be feasible for the respective businesses. Such proposed restructuring will involve, following amalgamation of IGI Investment Bank with and into IGI Insurance, demerger of Insurance Segment and Investment Segment into wholly owned subsidiaries of IGI Insurance, i.e. IGI General and IGI Investments.
- (b) After the division of Insurance Segment and the Investment Segment, IGI Insurance (to be renamed to IGI Holding Limited in accordance with the Arrangement Scheme) will be able to focus on acting as a holding company for its shareholdings.
- (c) The division of Insurance Segment and transfer/amalgamation of the same in IGI General will lead to a clearer positioning, better chances of finding strategic alliances, a strengthened senior management, more business-oriented incentives for the management and employees as well as an increase in value for the shareholders.
- (d) The division of Investment Segment and transfer/amalgamation of the same in IGI Investments will allow a more focused approach to investment portfolio which will result in enhancement of the value of such portfolio and consequently benefit the shareholders.
- (e) IGI General and IGI Investments are presently a newly incorporated companies, which after the transfers of the Insurance Segment and the Investment Segment are accomplished, shall carry on business of the general insurance business and investment returns respectively and will, therefore, add value to the shareholders.
- (f) The division of Insurance Segment and its transfer/amalgamation into IGI General will help in carrying on the business more economically and provide satisfactory organizational framework conducive to the growth of insurance business.
- (g) The Boards of Directors of IGI General and IGI Investments will concentrate wholly in effectively running and managing the affairs of the Insurance Segment and the Investment Segment respectively.
- (h) IGI General and IGI Investments are wholly owned subsidiaries of IGI Insurance having common management. As the same team of key management and/or technical personnel of the Insurance Segment and the Investment Segment will continue, there will be no disruption of business activity during the post division/transfer period.

10. DIRECTORS AND MANAGEMENT

10.1 IGI Insurance

The following are the present directors and their holding of shares in IGI Insurance:

Name of Directors	Shareholding
1. Syed Babar Ali	27,383,109
2. Shamim Ahmad Khan	6,306
3. Syed Yawar Ali	1,249,996
4. Syed Shahid Ali	1,159,844
5. Syed Hyder Ali	6,447,629
6. Faryal Jooma	100
7. Osman Khalid Waheed	100
8. Tahir Masaud	100

10.2 IGI General

The following are the present directors and their holding of shares in IGI General:

Name of Directors	Shareholding
1. Abdul Haseeb (representative of IGI Insurance)	99,994 (shares held by IGI Insurance)
2. Syed Fahad Subhan	1
3. Adil Ali Abbasi	1
4. Muhammad Junaid Qamar	1
5. Muhammad Amin	1
6. Asfa Anwar	1
7. Mohammad Nasir Iqbal	1

10.3 IGI Investments

The following are the present directors and their holding of shares in IGI Investments:

Name of Directors	Shareholding
1. Abdul Haseeb (representative of IGI Insurance)	9,994 (shares held by IGI Insurance)
2. Sajjad Iftikhar	1
3. Syed Awais Amjad	1
4. Bilal Nacem	1
5. Mohammed Amjad Sheikh	1
6. Muhammad Umar	1

11. DIRECTORS AFTER DIVISION AND AMALGAMATION

The Directors of IGI Insurance, IGI General and IGI Investments are expected to continue to serve as directors after the arrangement on their respective Boards.

12. INTEREST OF DIRECTORS

Except as set out in this paragraph, no Directors of IGI Insurance, IGI General and IGI Investments have any interest, whether directly or indirectly, in the Proposed Arrangement. The Directors declare that they have an interest in the form of: their shareholdings in IGI Insurance, IGI General and IGI Investments (as shareholder and/or nominee directors) and the remuneration and benefits that might accrue to them as part of any policy of IGI Insurance, IGI General and IGI Investments.

The effect of the Arrangement 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 IGI Insurance, IGI General and IGI Investments:

IGI Insurance

Name of Director	Shares in IGI Insurance	Shares in IGI General	Shares in IGI Investments
Syed Babar Ali	27,383,109	-	-
Shamim Ahmad Khan	6,306	-	-
Syed Yawar Ali	1,249,996	-	-
Syed Shahid Ali	1,159,844	-	-
Syed Hyder Ali	6,447,629	-	-
Faryal Jooma	100	-	-
Osman Khalid Waheed	100	-	-
Tahir Masaud	100	-	-

IGI General

Name of Director	Shares in IGI Insurance	Shares in IGI General	Shares in IGI Investments
Abdul Haseeb (representative of IGI Insurance)	-	99,994 (shares held by IGI Insurance)	9,994 (shares held by IGI Insurance)
Syed Fahad Subhan	-	1	-
Adil Ali Abbasi	-	1	-
Muhammad Junaid Qamar	-	1	-
Muhammad Amin	-	1	-
Asfa Anwar	1	1	-
Mohammad Nasir Iqbal	-	1	-

IGI Investments

Name of Director	Shares in IGI Insurance	Shares in IGI General	Shares in IGI Investments
Abdul Haseeb (representative of IGI Insurance)	-	99,994 (shares held by IGI Insurance)	9,994 (shares held by IGI Insurance)
Sajjad Iftikhar	-	-	1
Syed Awais Amjad	-	-	1
Bilal Naeem	-	-	1
Mohammed Amjad Sheikh	-	-	1
Muhammad Umar	-	-	1

13. INSPECTION OF DOCUMENTS

The documents of IGI Insurance, IGI General and IGI Investments namely, copies of the Memorandum and Articles of Association of IGI Insurance, IGI General and IGI Investments, the Financial Statements of IGI Insurance for the period ended December 31, 2015 together with auditors' report thereon and the Financial Statements for the half year ended June 30, 2016 together with the auditors review report thereon, the Arrangement Scheme 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 till the conclusion of the meeting in which the resolution for arrangement will be adopted:

IGI Insurance
7th Floor, The Forum,
Suite No. 701-713,
Block-9, Clifton, Karachi,
Pakistan

IGI General
7th Floor, The Forum,
Suite No. 701-713, Block-
9, Clifton, Karachi,
Pakistan

IGI Investments
7th Floor, The Forum,
Suite No. 701-713, Block-
9, Clifton, Karachi,
Pakistan



For and on behalf of
IGI Insurance Limited



For and on behalf of
IGI General Insurance Limited



For and on behalf of
IGI Investments (Pvt) Limited

Karachi.

Dated: February 01, 2017

SCHEME OF AMALGAMATION

UNDER SECTIONS 284 TO 288 OF THE COMPANIES ORDINANCE,
1984

BETWEEN

IGI INSURANCE LIMITED AND ITS MEMBERS AND CREDITORS

AND

IGI INVESTMENT BANK LIMITED AND ITS MEMBERS AND
CREDITORS

FOR

Amalgamation of entire undertaking, Assets and Liabilities (as hereinafter defined) of IGI Investment Bank Limited in IGI Insurance Limited.

ARTICLE 1 DEFINITIONS

In this Scheme of Amalgamation, 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 properties (whether movable or immovable); rights, titles and assets (whether tangible or intangible), privileges, powers, licenses, permissions, claims, and interests including but not limited to:
- (a) all rights, title and interest in or to immovable properties, including buildings, offices and structures;
 - (b) all rights, title and interest in or to equipment, furniture and fixtures, computer hardware and software, software applications and licenses, motor vehicles, office equipment, appliances, and accessories, spare parts and tools;
 - (c) all legal or beneficial interests (or both, if applicable) including, without limitation statutory,

- contractual or regulatory rights, titles, permissions, concessions, privileges, sanctions, approvals, licenses, and registrations;
- (d) all benefits and rights under contracts including rights under or relating to contracts of employment, services or consultancy;
 - (e) all data, information, records, instruments, documents of title, market statistics, marketing surveys and reports, marketing research, advertising or other promotional material and information, accounting (including management account records) financial data whether in hard copy or in computer held form (including, for avoidance of doubt, such media as microfilm and microfiche);
 - (f) all claims, choses-in-action, receivables, book trade and other debts or sums (including suppliers' credit notes) due, owing, accrued or payable (whether or not invoiced and whether or not immediately due or payable), advances, deposits, prepayments and other receivables, investments, cash in hand or at bank, bank balances, rights under loan documents and other agreements for financial facilities, letters of credit, guarantees, bonds and warranties;
 - (g) all connections, equipments, installations and facilities pertaining to telecommunications, water, gas, electricity, sewerage or other utilities;
 - (h) all claims, petitions, suits, applications or appeals, filed before or pending with any court, authority, tribunal or regulatory body, whether in its original jurisdiction or appellate jurisdiction;
 - (i) all Intellectual Property rights, whether registered or not, including trademarks,

- copyrights, patents, designs, trade secrets, technical data, processes and know-how, industrial and/or technical information, confidential information, formulations, technical reports, instruction manuals, product specifications, results of research and development work, whether in hard copy or in computer held form (including, for the avoidance of doubt, such media as microfilm and microfiche);
- (j) goodwill; and
- (k) Tax credits, Tax or other refunds; Tax or tariff protections, remissions or exemptions;
- (c) "CDS" means Central Depository System of Central Depository Company of Pakistan Limited through which electronic transfer and posting of shares is conducted.
- (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 from which this Scheme shall become operative viz., 31 December, 2016.
- (f) "Employees" means all employees as at immediately prior to the Effective Date who are employed wholly or principally by IGI Investment Bank and/or IGI Insurance, as the case may be.
- (g) "Filing Date" means the date on which the certified copy of the order of the Court sanctioning this Scheme is filed with the Registrar of Companies at the SECP;
- (h) "IGI Investment Bank" means IGI Investment Bank Limited, a public limited company incorporated in Pakistan, having its registered office at Registered Office: 7th Floor, The Forum, Suite No. 701 - 713, G-20, Block-9, Khayaban-e-Jami, Clifton, Karachi

- (i) "IGI Insurance" means IGI Insurance Limited, a public limited company incorporated in Pakistan, having its registered office at Registered Office: 7th Floor, The Forum, Suite No. 701 – 713, G-20, Block-9, Khayaban-e-Jami, Clifton, Karachi
- (j) "Intellectual Properties" means the intellectual properties of IGI Investment Bank as described in **Schedule A**;
- (k) "Liabilities" means all borrowings, liabilities, duties and obligations of every description, whether present or future, actual or contingent.
- (l) "NBFC Licenses" means the license no: NBFC-4/IFS-4/2010 dated May 14, 2010 and license no. NBFC-4/LES-2/2010 dated May 14, 2010 issued by the Securities and Exchange Commission of Pakistan to IGI Investment under the Non Banking Finance Companies (Establishment and Regulation) Rules, 2003 including the regulations made thereunder, for providing investment services and leasing services as a non banking finance company in Pakistan.
- (m) "Ordinance" means the Companies Ordinance, 1984.
- (n) "Scheme" means this Scheme of Amalgamation in its present form with any modification thereof or addition hereto approved by the Court or the members of IGI Investment Bank and/or IGI Insurance.
- (o) "SECP" means Securities and Exchange Commission of Pakistan.
- (p) "Security" or "Securities" means interest, right or title in and to any and all mortgages 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.
- (q) "Tax" means all present and future taxes, including income tax, sales tax, stamp duties, octroi, customs or excise duty, registration charges, levies, deductions, imposts, and any other charges and withholdings whatsoever, together with

any interest, mark-up or penalties payable in connection with any failure to pay or delay in paying any of the above.

ARTICLE 2 CAPITAL AND OBJECT OF SCHEME

- (a) IGI Insurance was incorporated on November 02, 1953 as a public limited having authorized share capital of Rs.2,000,000,000/= divided into 200,000,000 ordinary shares of Rs. 10 each of which 122,689,532 ordinary shares of Rs. 10/- each with an aggregate nominal value of Rs 1,226,895,320/= are issued and fully paid and the remainder are unissued.
- (b) IGI Investment Bank was incorporated on February 07, 1990 as a public limited company having an authorized share capital of Rs. 3,000,000,000/= divided into 300,000,000 ordinary shares of Rs. 10 each of which 212,102,550 ordinary shares of Rs. 10/- each with an aggregate nominal value of 2,121,025,500/= are issued and fully paid and the remainder are unissued.
- (c) IGI Insurance is contemplating overall restructuring of IGI group's financial services businesses. One of the prime desired objective of the proposed restructuring is to create a "financial services holding company" of the group, in line with international practices, which will own subsidiaries as may be feasible for the respective businesses. Such proposed restructuring will, inter alia, involve amalgamation of IGI Investment Bank with and into IGI Insurance. Further, IGI Investment Bank is facing financial difficulties including accumulated losses, non-compliance with applicable minimum equity requirement and non-renewal of its licenses by SECP. Upon completion of the proposed amalgamation of IGI Investment Bank with and into IGI Insurance in accordance with the terms of this Scheme, the merged entity will surrender its NBFC license.
- (d) The principal object of the Scheme is to effect amalgamation of IGI Investment Bank into IGI Insurance by transfer to and vesting in IGI Insurance of the whole of the undertaking of IGI Investment Bank including all Assets and Liabilities of IGI Investment Bank at the Effective Date, against allotment of fully paid ordinary shares of IGI Insurance to the shareholders of IGI Investment Bank (except IGI Insurance) in lieu of the shares of IGI Investment Bank held by them and dissolve IGI Investment Bank without going into winding up.

ARTICLE 3 THE AMALGAMATION

- (a) As and from the Effective Date: (a) the entire undertaking of IGI Investment Bank as a going concern, shall be amalgamated with and vest in IGI Insurance upon the terms and conditions set forth in this Scheme (the "Amalgamation"); and (b) the identity and separate existence of IGI Investment Bank shall cease.

- (b) As and from the Effective Date, all the Assets of IGI Investment Bank shall immediately and without any conveyance or transfer and without any further act or deed be vested in and become the Assets of IGI Insurance, which shall have, hold and enjoy the same in its own right as fully as the same were possessed, held and enjoyed by IGI Investment Bank prior to the Amalgamation but the transfer of all Assets of IGI Investment Bank shall be subject to all mortgages, charges or other encumbrances subsisting thereon.
- (c) As and from the Effective Date, all the Liabilities of IGI Investment Bank shall immediately and without any further act or deed be assumed by and become the Liabilities of IGI Insurance, which shall pay, undertake, satisfy, discharge and perform, when due all of the liabilities and obligations of IGI Investment Bank in respect of the Liabilities of IGI Investment Bank.
- (d) As and from the Effective Date, all Employees of IGI Investment Bank shall be deemed to be the employees of IGI Insurance on the same terms and conditions on which they were employed by IGI Investment Bank immediately prior to the Effective Date, without being required to be paid any terminal or other benefits (other than accrued salaries and wages) by IGI Investment Bank. It is clarified that the services of the Employees will be treated as having been continuous and not interrupted for the purpose of any applicable employee funds created by IGI Insurance.
- (e) Deeds, assignments or similar instruments to evidence the aforesaid transfer of Assets and/or assumption of Liabilities may, if required, at any time be executed by officers of IGI Insurance authorised in this regard.
- (f) Any reference in this Scheme to Assets or Liabilities of IGI Investment Bank is a reference to Assets or Liabilities to which IGI Investment Bank 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 IGI Investment Bank under any applicable law or instrument.
- (g) Any Asset vested in IGI Investment Bank which immediately before the Effective Date was held by IGI Investment Bank 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 IGI Insurance in the same capacity upon the trusts, subject to the powers, provisions and liabilities applicable thereto.
- (h) Every contract to which IGI Investment Bank is party shall have effect on and from the Effective Date as if:
 - (i) IGI Insurance had been a party thereto instead of IGI Investment Bank; and

- (ii) for any reference (however worded and whether expressed or implied) to IGI Investment Bank therein shall stand substituted, as respects anything falling to be done on or after the Effective Date, to a reference to IGI Insurance.
- (i) Any account(s) maintained by IGI Investment Bank with any bank or financial institution shall, at the Effective Date, become account(s) between IGI Insurance and such bank or financial institution, subject to the same conditions and incidents as theretofore; provided that nothing herein shall affect any right of IGI Insurance to vary the conditions or incidents subject to which any account is kept.
- (j) Any existing instruction, order, direction, authority, undertaking or consent given to IGI Investment Bank in writing, whether or not in relation to an account, shall have effect, on and from the Effective Date, as if given to IGI Insurance.
- (k) Any negotiable instrument or order for payment of money drawn on or given to, or accepted or endorsed by IGI Investment Bank, or payable at any place of business of IGI Investment Bank, 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 IGI Insurance, or were payable at the same place of business of IGI Insurance.
- (l) The custody of any document, record or goods held by IGI Investment Bank as bailee and duly recorded in their books, shall pass to IGI Insurance as of the Effective Date and the rights and obligations of IGI Investment Bank under any contract of bailment relating to any such document, record or goods shall on that day become rights and obligations of IGI Insurance.
- (m)
 - (i) Any Security held immediately before the Effective Date by IGI Investment Bank or by a nominee or agent of or trustee for IGI Investment Bank, 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, IGI Insurance, and be available to IGI Insurance (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.
 - (ii) In relation to any Security vested in IGI Insurance in accordance with provisions of this Scheme and any Liabilities thereby secured, IGI Insurance shall be entitled to the rights and priorities to which IGI Investment Bank would have been entitled if it had continued to hold the Security.
 - (iii) 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 IGI Insurance (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, IGI Investment Bank or, as the case may be, IGI Insurance were secured thereby immediately before that time.

- (n) Where by virtue of this Scheme any Liability of IGI Investment Bank becomes a Liability of IGI Insurance on and from the Effective Date, IGI Insurance 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 Liability as if it had at all times been a Liability of IGI Insurance, and any legal proceedings or application to any authority existing or pending immediately before the Effective Date by or against IGI Investment Bank may be continued by or against IGI Insurance.
- (o) Any judgment or award obtained by or against IGI Investment Bank and not fully satisfied before the Effective Date shall at that time, to the extent to which it is enforceable by or against IGI Investment Bank, become enforceable by or against IGI Insurance.
- (p) All books and other documents which would, before the Effective Date, have been evidence in respect of any matter, for or against IGI Investment Bank shall be admissible in evidence in respect of the same matter for or against IGI Insurance.
- (q) The provisions contained in Sections (b) to (p) 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
CERTAIN OBLIGATIONS, REPRESENTATIONS AND
INDEMNIFICATION

- (a) Upon the Amalgamation, IGI Insurance shall take all necessary and expedient steps to properly and efficiently manage entire businesses and affairs of IGI Investment Bank.
- (b) Upon the Amalgamation, IGI Insurance shall operate and promote its entire businesses and affairs in the normal course.
- (c) As of the Effective Date, IGI Insurance shall undertake, pay, satisfy, discharge, perform and fulfill the Liabilities, contracts, engagements, commitments and obligations whatsoever of IGI Investment Bank.

ARTICLE 5
SCHEME'S EFFECT

- (a) Upon the Filing Date, the provisions of this Scheme shall be effective and binding by operation of law as of the Effective Date.
- (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 IGI Investment Bank.

- (c) As and from the Effective Date, the terms of this Scheme shall be binding on IGI Investment Bank and IGI Insurance and also on all the shareholders and creditors of each of IGI Investment Bank and IGI Insurance, and on any other person having any right or Liability in relation to either of them.
- (d) As and from the Effective Date and until the undertaking of IGI Investment Bank is actually transferred to and vested in IGI Insurance in terms of this Scheme, the business of IGI Investment Bank shall be deemed to have carried on for and on account and for the benefit of IGI Insurance.
- (e) Upon the Amalgamation, the NBFC License held by IGI Investment Bank shall be surrendered to the SECP.

ARTICLE 6
CONSIDERATION AND RELATED MATTERS

- (a) As consideration for the Amalgamation in terms of this Scheme:
 - (i) 1,337,033/= (One million three hundred thirty seven thousand thirty three) ordinary shares of Rs.10/- each of IGI Insurance shall be issued and allotted, credited as fully paid up, to persons who are registered holders of the ordinary shares in IGI Investment Bank except IGI Insurance, and such allotment shall be made on the following terms, namely, in respect of every 92 (ninety two) ordinary shares of Rs. 10/= (Rupees Ten) each in IGI Investment Bank, there shall be allotted 1 (one) ordinary share of Rs. 10/= (Rupees Ten) each of IGI Insurance i.e. on the basis of swap ratio of 92 : 1 and all entitlements of registered holders of the ordinary shares of IGI Investment Bank shall be determined in the proportion aforesaid.
 - (ii) Fractional shares shall not be issued. All fractions less than a share shall be consolidated into whole shares which shall be allotted to the secretary of IGI Insurance upon trust to sell such shares and to pay the net sale proceeds realized (less the expenses of the sale) to the registered holders of ordinary shares of IGI Investment Bank who are entitled to fractions in proportion to their respective fractional entitlements.
- (b) At least seven days notice shall be given to the shareholders of IGI Investment Bank in the manner provided in its Articles of Association, of the date fixed by the directors of IGI Insurance by reference to which the registered holders of the ordinary shares of IGI Investment Bank are to be determined for entitlement to ordinary shares of IGI Insurance. Such notice shall also specify the date by which the shareholders of IGI Investment Bank holding share certificates of IGI Investment Bank (in physical form) shall deliver to IGI Insurance for cancellation of IGI Investment Bank share certificates representing

ordinary shares in IGI Investment Bank held by them and such share certificates shall be delivered to IGI Insurance on or before that date.

- (c) The allotment of the ordinary shares of IGI Insurance to the shareholders of IGI Investment Bank shall be made by IGI Insurance within 30 days from the date so notified. The share certificates for such shares shall be made ready for delivery as soon as practicable thereafter and notices of their readiness for their delivery shall be given to the shareholders of IGI Investment Bank in the manner provided in the Articles of Association of IGI Investment Bank. Share certificates not collected within the time specified in any such notice shall be sent by post in prepaid envelopes addressed to the persons entitled thereto at their respective registered addresses. In the case of joint shareholders, share certificates may be delivered to or may be sent to the address of one of the joint holders whose name appears first in respect of such joint holding. IGI Insurance shall not be responsible for loss of the share certificates in such transmission.

Those shares of IGI Investment Bank that have been inducted in the CDS shall stand cancelled and scripless shares of IGI Insurance shall be directly credited by book entries in the CDS in lieu of the shares of IGI Investment Bank in the same proportion described in Clause (a)(i) of this Article 6.

- (d) The ordinary shares of IGI Insurance issued and allotted to the shareholders of IGI Investment Bank shall, in all respect, rank pari passu with the existing ordinary shares of IGI Insurance.
- (e) Upon the allotment of ordinary shares of IGI Insurance to the shareholders of IGI Investment Bank in the manner aforesaid, all share certificates representing the ordinary shares of IGI Investment Bank shall stand cancelled.
- (f) To the extent IGI Insurance owns shares of IGI Investment Bank such shares will stand cancelled.
- (g) IGI Investment Bank shall, without winding up, stand dissolved from the date on which all the ordinary shares of IGI Insurance to be allotted by IGI Insurance to the shareholders of IGI Investment Bank (except IGI Insurance) have been so allotted.

ARTICLE 7 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 IGI Investment Bank and IGI Insurance may consent on behalf of all concerned to any modifications 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.

Schedule A
List of Intellectual Properties

TRADE MARKS (REGISTERED OR UNDER PROCESS):

Sr. No.	Trade Marks	Application/Registration No.	Class
1	IGI Investment Bank	232496	36
2	Fund Select	232494	36

COPYRIGHTS:

Sr. No.	Copyright	Registration No.	Status
1	Fund Select	18803-Copr.	Registered
2	IGI Funds	18804-Copr.	Registered

SCHEME OF ARRANGEMENT

UNDER SECTIONS 284 TO 288 OF THE COMPANIES ORDINANCE, 1984

BETWEEN

IGI INSURANCE LIMITED AND ITS MEMBERS AND CREDITORS

AND

IGI GENERAL INSURANCE LIMITED AND ITS MEMBERS

AND

IGI INVESTMENTS (PVT) LIMITED AND ITS MEMBERS

SCHEME OF ARRANGEMENT

UNDER SECTIONS 284 TO 288 OF THE COMPANIES ORDINANCE, 1984

BETWEEN

IGI INSURANCE LIMITED AND ITS MEMBERS AND CREDITORS

AND

IGI GENERAL INSURANCE LIMITED AND ITS MEMBERS

AND

IGI INVESTMENTS (PVT) LIMITED AND ITS MEMBERS

FOR

Arrangement of IGI Insurance Limited, after amalgamation of IGI Investment Bank Limited with IGI Insurance Limited in terms of the Scheme of Amalgamation (defined below), by: (i) division of its Insurance Segment, inclusive of all assets, rights, liabilities and obligations pertaining thereto, and simultaneously transferring to and amalgamating the same with IGI General Insurance Limited; (ii) division of its Investment Segment, inclusive of all rights, liabilities and obligations pertaining thereto, and simultaneously transferring the same to IGI Investments (Pvt) Limited, against the issuance of shares by IGI General Insurance Limited and IGI Investments (Pvt) Limited to IGI Insurance Limited of the proportionate value; (iii) retention of all other remaining assets and liabilities other than the Insurance Segment and Investment Segment in IGI Insurance Limited; and (iv) change of name of IGI Insurance Limited to IGI Holdings Limited.

**ARTICLE I
DEFINITIONS**

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

"Assets"

means all properties (whether movable or immovable); rights, titles and assets (whether tangible or intangible), privileges, powers, licenses, permissions, claims, and interests including but not limited to:

- (a) all rights, title and interest in or to immovable properties, including buildings, offices and structures;
- (b) all rights, title and interest in or to equipment, furniture and fixtures, computer hardware and software, software applications and licenses, motor vehicles, office equipment, appliances, and accessories, spare parts and tools;
- (c) all legal or beneficial interests (or both, if applicable) including, without limitation statutory, contractual or regulatory rights, titles, permissions, concessions, privileges, sanctions, approvals, licenses, and registrations;
- (d) all benefits and rights under contracts including rights under or

relating to contracts of employment, services or consultancy;

- (e) all data, information, records, instruments, documents of title, market statistics, marketing surveys and reports, marketing research, advertising or other promotional material and information, accounting (including management account records) financial data whether in hard copy or in computer held form (including, for avoidance of doubt, such media as microfilm and microfiche);
- (f) all claims, choses-in-action, receivables, book trade and other debts or sums (including suppliers' credit notes) due, owing, accrued or payable (whether or not invoiced and whether or not immediately due or payable), advances, deposits, prepayments and other receivables, investments, cash in hand or at bank, bank balances, rights under loan documents and other agreements for financial facilities, letters of credit, guarantees, bonds and warranties;
- (g) all connections, equipments, installations and facilities pertaining to telecommunications, water, gas, electricity, sewerage or other utilities;
- (h) all claims, petitions, suits, applications or appeals, filed before or pending with any court, authority, tribunal or regulatory body, whether in its original jurisdiction or appellate jurisdiction;
- (i) all intellectual property rights, whether registered or not, including trademarks, copyrights, patents, designs, trade secrets, technical data, processes and know-how, industrial and/or technical information, confidential information, formulations, technical reports, instruction manuals, product specifications, results of research and development work, whether in hard copy or in computer held form (including, for the avoidance of doubt, such media as microfilm and microfiche);
- (j) goodwill; and
- (k) Tax credits, Tax or other refunds; Tax or tariff protections, remissions or exemptions;

“Continuous Funds”	Employee	means the following funds created by IGI Insurance for its employees (including the Insurance Segment Employees): <ul style="list-style-type: none">(a) IGI Insurance Limited Provident Fund; and(b) IGI Insurance Limited Gratuity Fund;
“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;
“Effective Date”		means the date from which this Scheme shall become operative viz., January 31, 2017;
“Encumbrances”		means any and all liens, charges, mortgages, pledges, hypothecation, assignments by way of security, security interests, claims and other encumbrances of whatever nature;

“Filing Date”	means the date on which the certified copy of the order of the Court sanctioning this Scheme is filed with the Registrar of Companies at the SECP;
“IGI Investment Bank”	means IGI Investment Bank Limited, a public limited company incorporated in Pakistan and having its registered office at 7th Floor, The Forum, Suite 701-713, G-20, Block 9, Khayaban-e-Jami, Clifton, Karachi, Pakistan;
“IGI Insurance”	means IGI Insurance Limited, a public limited company incorporated in Pakistan and having its registered office at 7th Floor, The Forum, Suite 701-713, G-20, Block 9, Khayaban-e-Jami, Clifton, Karachi, Pakistan;
“IGI General”	means IGI General Insurance Limited, a public limited company incorporated in Pakistan and having its registered office at 7th Floor, The Forum, Suite 701-713, G-20, Block 9, Khayaban-e-Jami, Clifton, Karachi, Pakistan;
“IGI Investments”	means IGI Investments (Pvt) Limited, a private limited company incorporated in Pakistan and having its registered office at 7th Floor, The Forum, Suite 701-713, G-20, Block 9, Khayaban-e-Jami, Clifton, Karachi, Pakistan;
“Insurance Business”	means the business carried on by IGI Insurance of the provision of general insurance services in the areas of fire, marine, motor, health, travel, engineering, bond and miscellaneous services up to the Effective Date;
“Insurance Segment”	means all Assets (with all existing Encumbrances thereon) and Liabilities immediately preceding the Effective Date, relating exclusively or primarily to the Insurance Business, including specifically all items listed in Annexure “A” ;
“Insurance Employees”	means all employees as at immediately prior to the Effective Date who are employed wholly or principally for the purposes of the Insurance Business, and listed in Annexure “A” ;
“Investment Business”	means the business carried on by IGI Insurance of managing its investment portfolio listed in Annexure “B” up to the Effective Date;
“Investment Segement”	means all Assets (with all existing Encumbrances thereon) and Liabilities immediately preceding the Effective Date, relating exclusively or primarily to the Investment Business, including specifically all items listed in Annexure “B” ;
“Insurance License”	means the insurance license bearing no: 100 dated January 01, 2001 issued by the SECP under the Insurance Ordinance, 2000 (including the rules and regulations made thereunder) to IGI Insurance in relation to the Insurance Business;
“Liabilities”	means all liabilities, duties and obligations of every kind, actual and contingent whether arising or payable under any agreement, statute, law or otherwise and whether pertaining to any Asset or otherwise, and all Encumbrances;
“Ordinance”	means the Companies Ordinance, 1984 (XLVII of 1984);

“Retained Undertaking”	means all Assets (with all existing Encumbrances thereon) and Liabilities of IGI Insurance immediately preceding the Effective Date which do not form part of the Insurance Segment or the Investment Segment;
“Retained Employees”	means all employees of IGI Insurance as at immediately prior to the Effective Date who are not Insurance Employees;
“Scheme”	means this Scheme of Arrangement in its present form with any modification of it or addition to it approved by the Court;
“Scheme of Amalgamation”	Scheme of Amalgamation between the IGI Investment Bank Limited and IGI Insurance Limited under Sections 284 to 288 of the Ordinance for amalgamation of entire undertaking of IGI Investment Bank Limited with and into IGI Insurance sanctioned by the Court;
“SECP”	means Securities and Exchange Commission of Pakistan
“Tax”	means all present and future taxes, including income tax, sales tax, stamp duties, octroi, customs or excise duty, registration charges, levies, deductions, imposts, and any other charges and withholdings whatsoever, together with any interest, mark-up or penalties payable in connection with any failure to pay or delay in paying any of the above.

The headings and marginal notes are inserted for convenience and shall not affect the construction of this Scheme.

ARTICLE 2 IGI INSURANCE

IGI Insurance was incorporated on November 02, 1953 as a public limited company with an authorized share capital of Rs.2,000,000,000 (Rupees two billion only) divided into 200,000,000 shares of Rs.10/- each of which ordinary shares of the aggregate nominal value of Rs. 1,226,895,320/= (Rupees one billion, two hundred twenty six million, eight hundred ninety five thousand three hundred and twenty Only), divided into 122,689,532 shares of Rs.10/- each are issued and fully paid and the remainder are unissued.

ARTICLE 3 IGI GENERAL

IGI General was incorporated on November 18, 2016 as a public limited company with an authorized share capital of Rs.1,000,000/= (Rupees one million only) divided into 100,000 (One hundred thousand) ordinary shares of Rs.10/- each of which 100,000 (one hundred thousand) ordinary shares of Rs. 10/- each of the aggregate nominal value of 1,000,000/= (Rupees one million only) are issued and fully paid.

ARTICLE 4 IGI INVESTMENTS

IGI Investments was incorporated on October 31, 2016 as a private limited company. IGI Investments has an authorized share capital of Rs1,000,000/= (Rupees one million only) divided into 10,000 (ten thousand) ordinary shares of Rs. 100/- each 10,000 (ten thousand) ordinary shares of Rs. 100/- each of the aggregate nominal value of 1,000,000/= (Rupees one million only) are issued and fully paid.

ARTICLE 5
OBJECT OF THE SCHEME

The principal object of this Scheme is to provide for the division of IGI Insurance, after completion of amalgamation of IGI Investment Bank Limited with IGI Insurance in terms of the Scheme of Amalgamation, by:

- (i) the separation of the Insurance Segment and the Investment Segment from IGI Insurance;
- (ii) the transfer to, and vesting in IGI General, of the Insurance Segment, against the issuance of ordinary shares of IGI General to IGI Insurance;
- (iii) the transfer to, and vesting in IGI Investments, of the Investment Segment, against the issuance of ordinary shares of IGI Investments to IGI Insurance;
- (iv) the retention of the Retained Undertaking as part of IGI Insurance; and
- (v) change of name of IGI Insurance to IGI Holdings Limited.

ARTICLE 6
EFFECTIVENESS OF SCHEME

- 6.1 This Scheme shall become binding on the Filing Date and take effect by operation of law as of the Effective Date provided that: (a) amalgamation of IGI Investment Bank Limited with IGI Insurance is completed in terms of the Scheme of Amalgamation; (b) the Board of Directors of IGI Insurance have approved the segment wise financial statements as of the Effective Date of IGI Insurance specifying the net assets of Insurance Segment and Investment Segment respectively as well as residual net assets to be retained within IGI Insurance as prepared by the management of IGI Insurance and audited by the external auditors of IGI Insurance in accordance with accounting principles generally accepted in Pakistan; and (c) the Board of Directors of IGI General and IGI Investment have confirmed and approved issuance of final number of shares to IGI Insurance for transfer of the Insurance Segment and Investment Segment to IGI General and IGI Investments respectively in terms of this Scheme.
- 6.2 As between the Effective Date and the Filing Date, there is no restriction on the conduct of the business of IGI Insurance, in particular in relation to the Insurance Segment and the Investment Segment.
- 6.3 As and from the Effective Date and until occurrence of the Filing Date:
- (i) IGI Insurance shall carry on and be deemed to have carried on the business relating to the Insurance Segment and shall stand possessed of the Insurance Segment, in trust for IGI General;
 - (ii) IGI Insurance shall carry on and be deemed to have carried on the business relating to the Investment Segment and shall stand possessed of the Investment Segment, in trust for IGI Investments;
 - (iii) any income or profit accruing or arising to IGI Insurance and all costs, charges, expenses and losses or Tax incurred by IGI Insurance in relation to the Insurance Segment after the Effective Date shall for all purposes be treated as the income, profits, costs, charges, expenses and losses or Tax of IGI General; and

- (iv) any income or profit accruing or arising to IGI Insurance and all costs, charges, expenses and losses or Tax incurred by IGI Insurance in relation to the Investment Segment after the Effective Date shall for all purposes be treated as the income, profits, costs, charges, expenses and losses or Tax of IGI Investments.

ARTICLE 7
TRANSFER OF ASSETS AND LIABILITIES

- 7.1 On and from the Effective Date: (i) the Insurance Segment shall be transferred to and vest in or be deemed to be transferred to and vested in IGI General; and (ii) the Investment Segment shall be transferred to and vest in or be deemed to be transferred to and vested in IGI Investments.
- 7.2 In so far as any of the Assets forming part of the Insurance Segment and/or Investment Segment are subject to any Encumbrance immediately prior to the Effective Date, such Assets shall be deemed to have been transferred to IGI General or IGI Investments (as applicable) on the Effective Date subject to such Encumbrances.
- 7.3 IGI General shall be deemed, without any further act, deed, matter or thing, to have created, on the Effective Date, all such Encumbrances on the Assets forming part of the Insurance Segment which are transferred (without in any manner adversely affecting the ranking or priority of the same) from IGI Insurance to IGI General on the Effective Date by virtue of the approval of this Scheme by the Court.
- 7.4 IGI Investments shall be deemed, without any further act, deed, matter or thing, to have created, on the Effective Date, all such Encumbrances on the Assets forming part of the Investment Segment which are transferred (without in any manner adversely affecting the ranking or priority of the same) from IGI Insurance to IGI Investments on the Effective Date by virtue of the approval of this Scheme by the Court.
- 7.5 All Liabilities of IGI Insurance forming part of the Insurance Segment on or before the Effective Date shall, as from the Effective Date, be deemed to be and assumed by IGI General, as the Liabilities of IGI General without in any manner adversely affecting the ranking or priority of the same.
- 7.6 All Liabilities of IGI Insurance forming part of the Investment Segment on or before the Effective Date shall, as from the Effective Date, be deemed to be and assumed by IGI Investments, as the Liabilities of IGI Investments without in any manner adversely affecting the ranking or priority of the same.
- 7.7 On and from the Effective Date, simultaneously with the assumption by IGI General and IGI Investments of the Liabilities forming part of the Insurance Segment and the Investment Segment respectively, IGI Insurance shall stand released and discharged from all obligations in respect of such Liabilities.

ARTICLE 8
SUBSTITUTION OF THE NAME OF IGI INSURANCE

In all contracts, deeds, bonds, documents, correspondence, records, agreements, and instruments of any nature whatsoever: (i) pertaining to the Insurance Segment executed by or in favour of IGI Insurance and transferred to IGI General, all references to IGI Insurance shall, on and from the Effective Date, be deemed to be a reference to IGI General; and (ii)

pertaining to the Investment Segment executed by or in favour of IGI Insurance and transferred to IGI Investments, all references to IGI Insurance shall, on and from the Effective Date, be deemed to be a reference to IGI Investments, and all such contracts, deeds, bonds, documents, correspondence, records, agreements, and instruments shall be given effect accordingly.

ARTICLE 9 EMPLOYEES

- 9.1 All Insurance Employees, shall as from the Effective Date be deemed to be the employees of IGI General on the same terms and conditions on which they were employed by IGI Insurance immediately prior to the Effective Date, without being required to be paid any terminal or other benefits (other than accrued salaries and wages) by IGI Insurance.
- 9.2 The terms and conditions of service applicable to the Insurance Employees, after their transfer in terms of Article 9.1 above shall not in any way be less favorable to them than those applicable to them immediately prior to the transfer. The services of all Insurance Employees prior to their transfer to IGI General shall be taken into account for the purposes of all benefits to which such employees are eligible in terms of their relevant employment contracts.
- 9.3 In so far as the Continuous Employee Funds are concerned, such part of the Continuous Employee Funds applicable to the Insurance Employees shall be continued for the benefit of the Insurance Employees pursuant to this Scheme as provided hereinafter. Until such time that IGI General may create their own funds, IGI General will contribute in respect of the Insurance Employees to the relevant Continuous Employee Funds of IGI Insurance on the understanding that if IGI General create their own corresponding funds, IGI Insurance shall transfer all the contributions and balances in respect of the Insurance Employees to the funds created by IGI General. It is clarified that the services of the Insurance Employees will be treated as having been continuous and not interrupted for the purpose of the aforesaid Continuous Employee Funds and the funds to be created by IGI General.
- 9.4 All Retained Employees, shall on and from the Effective Date be deemed to be the employees of IGI Insurance on the same terms and conditions on which they were employed by IGI Insurance immediately prior to the Effective Date.

ARTICLE 10 LEGAL PROCEEDINGS

All legal actions and legal proceedings of any nature whatsoever by or against IGI Insurance in relation to the Insurance Segment and/or Investment Segment and pending immediately prior to the Effective Date, shall not abate, be discontinued or be in anyway prejudicially affected by reason of the transfer of the Insurance Segment, Investment Segment or anything contained in this Scheme. Such legal action or legal proceedings (or both, if applicable) shall, as from the Effective Date, be continued, prosecuted or enforced by or against IGI General or IGI Investments (as applicable) in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against IGI Insurance if this Scheme had not been made.

ARTICLE 11
LICENSES / PERMITS / APPROVALS

- 11.1 All licenses, permits, quotas, rights, permissions, concessions, privileges, sanctions, approvals, licenses, registrations and entitlements in relation to the Insurance Segment to the benefit of which the Insurance Segment may be eligible and which are subsisting or having effect immediately prior to the Effective Date (including but not limited to the Insurance License), shall, with effect from the Effective Date, stand vested in and transferred to IGI General without any further act or deed, and following the Filing Date, shall be appropriately mutated by the relevant authorities in favour of IGI General.
- 11.2 All licenses, permits, quotas, rights, permissions, concessions, privileges, sanctions, approvals, licenses, registrations and entitlements in relation to the Investment Segment to the benefit of which the Investment Segment may be eligible and which are subsisting or having effect immediately prior to the Effective Date, shall, with effect from the Effective Date, stand vested in and transferred to IGI Investments without any further act or deed, and shall be appropriately mutated by the relevant authorities in favour of IGI Investments.
- 11.3 IGI Insurance, IGI General, and IGI Investments must lodge a copy of this Scheme and a certified copy of the order of the Court under Section 287(1) of the Ordinance sanctioning the Scheme, with the Registrar of Companies, Securities and Exchange Commission of Pakistan, Karachi office, in accordance with Section 284(3) of the Ordinance.

ARTICLE 12
TAX

- 12.1 With effect on and from the Effective Date: (i) all Tax liabilities of IGI Insurance relating to the Insurance Segment under any law for the time being in force shall be the Tax liabilities of IGI General and IGI Insurance shall cease to have any Tax liabilities in relation to the Insurance Segment on and from the Effective Date; and (ii) all Tax liabilities of IGI Insurance relating to the Investment Segment under any law for the time being in force shall be the Tax liabilities of IGI Investments and IGI Insurance shall cease to have any Tax liabilities in relation to the Investment Segment on and from the Effective Date. Where such a tax liability is payable by IGI Insurance, IGI General and/or IGI Investments (as applicable) shall be liable to reimburse such amounts to IGI Insurance.
- 12.2 With effect on and from the Effective Date: (i) all rights of IGI Insurance to refunds, credits, advance payments or any other benefits in respect of any Tax relating to the Insurance Segment shall stand transferred to IGI General; and (ii) all rights of IGI Insurance to refunds, credits, advance payments or any other benefits in respect of any Tax relating to the Investment Segment shall stand transferred to IGI Investments. Where any such Tax refund or benefit is received by IGI Insurance after the Effective Date, it shall promptly upon receipt of it, pay the same to IGI General and/or IGI Investments (as applicable).

ARTICLE 13
CONSIDERATION FOR THE ARRANGEMENT / ISSUE OF SHARES

- 13.1 Following the Filing Date, on dates determined by the Board of Directors of IGI General and IGI Investments:
- (i) in consideration for the transfer of the Insurance Segment by IGI Insurance to IGI General, IGI General shall issue and allot 16,500,000 fully paid up shares of Rs.10/- each to IGI Insurance at par; and
 - (ii) in consideration for the transfer of the Investment Segment by IGI Insurance to IGI Investments, IGI Investments shall issue and allot 120,400,000 fully paid up shares of Rs.100/- each to IGI Insurance at par.

Provided that based on the net assets determined as per segment wise financial statements audited by the external auditors in terms of Article 14 hereof, the number of shares to be issued under this Article 13 by IGI General and IGI Investments to IGI Insurance will be adjusted (downwards or upwards) accordingly.

- 13.2 Shares issued pursuant to Article 13.1 shall rank pari passu with the existing ordinary shares of IGI General and IGI Investments in all respects.

ARTICLE 14
DETERMINATION OF THE VALUE OF THE UNDERTAKINGS

Within 90 days of the Filing Date, segment wise financial statements as of the Effective Date of IGI Insurance specifying the net assets of Insurance Segment and Investment Segment respectively as well as residual net assets to be retained within IGI Insurance shall be prepared by the management of IGI Insurance and audited by the external auditors of IGI Insurance in accordance with accounting principles generally accepted in Pakistan, for the purposes of determining the actual number of shares to be issued to IGI Insurance by IGI General and IGI Investments under Article 13 hereof. Further, within 90 days of the Filing Date, the said segment wise financial statements shall be approved by the Board of Directors of IGI Insurance and actual number of shares to be issued to IGI Insurance by IGI General and IGI Investments under Article 13 hereof shall also be confirmed and approved by the Board of Directors of IGI General and IGI Investments.

ARTICLE 15
SCHEME'S EFFECT

- 15.1 The transfer of Assets and Liabilities in terms of this Scheme shall not: (i) constitute any assignment, transfer, devolution, conveyance, alienation, parting with possession, or other disposition under any applicable law including Tax law (other than as contemplated under Section 287 of the Ordinance); (ii) give rise to any forfeiture; or (iii) give rise to any right of first refusal or pre-emptive right to any person.
- 15.2 On and from the Effective Date, the terms of this Scheme shall be binding by operation of law on IGI Insurance, IGI General and IGI Investments and also on all the shareholders and creditors of each of IGI Insurance, IGI General and IGI Investments, and on any other person having any right or liability in relation to either of them.

- 15.3 If this Scheme becomes Effective, it will override the constitution of each of IGI Insurance, IGI General and IGI Investments, to the extent of any inconsistency.

ARTICLE 16
RETAINED UNDERTAKING

- 16.1 The Assets and Liabilities forming part of the Retained Undertaking shall, on and from the Effective Date, remain the Assets and Liabilities of IGI Insurance and shall continue to be dealt with by IGI Insurance as its own business and undertaking in Pakistan.
- 16.2 Within three days from the Filing Date, IGI Insurance (which will be IGI Holdings Limited in terms of the Scheme) shall invest an amount of atleast PKR 1,500,000,000 (Pakistani Rupees One Billion Five Hundred Million only) in IGI General for the purposes of capitalization of IGI General.

ARTICLE 17
CHANGE OF NAME OF IGI INSURANCE

With effect from the Filing Date, the name of IGI Insurance shall change to "IGI Holdings Limited" without any further acts or deeds.

ARTICLE 18
MISCELLANEOUS

- 18.1 This Scheme is subject to the sanction of the Court and may be sanctioned in its present form or with any modification of it or addition to it as the Court may approve and this Scheme with such modification or addition, if any, is also subject to any conditions which the Court may impose.
- 18.2 If the Court requires IGI Insurance, IGI General and/or IGI Investments to consent to any modification to the Scheme, such consent may be given on behalf of IGI Insurance by Mr. Abdul Haseeb, Chief Financial Officer of IGI Insurance; on behalf of IGI General by Mr. Fahad Subhan, Director of IGI General; and on behalf IGI Investments by Mr. Sajjad Iftikhar, Director of IGI Investments.

ANNEXURE A TO THE SCHEME OF ARRANGEMENT

LIST OF ASSETS RELATED TO THE INSURANCE SEGMENT

A. LOAN/ADVANCES TO BE TRANSFERRED TO IGI GENERAL

All amounts, if any, owed to IGI Insurance related to the Insurance Segment including but not limited to all loans advanced by IGI Insurance to the employees listed in **Para G** of this Annexure A. Additionally, all amounts owed as of the Effective Date by IGI Insurance to any third party in relation to the Insurance Segment.

B. CASH/BANK ACCOUNTS

All monies lying in the accounts mentioned in Exhibit 1 to this Annexure A.

C. CONTRACTS

All contracts, agreements and documents (including, but not limited to insurance contracts, underwriting contracts, reinsurance contracts) in relation to the Insurance Segment.

D. LICENSES

All licenses in relation to the Insurance Segment including but not limited to registration of IGI Insurance as insurance company bearing No. 100 dated January 01, 2001.

E. IMMOVABLE PROPERTIES

All immovable/investment properties mentioned in Exhibit 2 to this Annexure A.

F. ASSETS AND LIABILITIES

Assets and Liabilities in relation to the Insurance Segment as per the list of assets and liabilities which constitute the Insurance Segment attached as Exhibit 3 to this Annexure A to be transferred to IGI General as of the Effective Date.

G. EMPLOYEES TO BE TRANSFERRED IN INSURANCE SEGMENT

The Employees to be transferred in the Insurance Segment are mentioned in Exhibit 4 to this Annexure A.

H. INSURANCE POLICIES

All insurance policies relating to employees, assets and properties to be transferred to IGI General in relation to the Insurance Segment.

I. DEFERRED LIABILITIES

Deferred liabilities to the extent relating to the Insurance Segment.

J. LITIGATIONS/CLAIMS

All litigations and claims in relation to the Insurance Segment mentioned in Exhibit 5 to this Annexure A.

K. INTELLECTUAL PROPERTIES

All Intellectual properties in relation to the Insurance Segment as set out under Exhibit 6 to this Annexure A.

L. OTHERS

Any other receivables or payables pertaining to the Insurance Segment as of the Effective Date.

Exhibit 1- Annexure A to the Scheme of Arrangement

S.No.	Bank	Account No	Type
1	Standard Chartered Bank	01-1012169-01	Current a/c
2	Standard Chartered Bank	01-1012169-02	Current a/c
3	Bank Al Habib	5014008100047500	Current a/c
4	JS Bank /American Express	190001143	Saving a/c
5	JS Bank /American Express	122254	Current a/c
6	Faysal Bank Limited	112426-018	Current a/c
7	MCB Bank Ltd	5106-01	Current a/c
8	National Bank of Pakistan	5014741	Current a/c
9	Bank Islami Limited	0002-127392-101	Current a/c
10	Soneri Bank	2012675140	Current a/c
11	NIB Bank	15042378	Current a/c
12	Faysal Bank Ltd	112426026	Current a/c
13	United Bank Ltd	226943312	Current a/c
14	Bank Al Habib Ltd	990081002326013	Current a/c
15	Habib Metropolitan Bank	6-2-25-20614-714-101531	Saving a/c
16	Faysal Bank Ltd	55068022	Saving a/c
17	Faysal Bank Ltd	55068006	Current a/c
18	Allied Bank	01-200-0066-2	Current a/c
19	Habib Bank Limited	1242-79005317-03	Saving a/c
20	Habib Bank Limited	1242-790055511-03	Current a/c
21	Standard Chartered Bank	01-1012169-03	Current a/c
22	Standard Chartered Bank	01-1012169-04	Current a/c
23	Faysal Bank Ltd	226581004	Saving a/c
24	Faysal Bank Ltd	220431000	Current a/c
25	Faysal Bank Ltd	331000228495008	Dividend
26	Faysal Bank Ltd	331000228668018	Dividend
27	Habib Metropolitan Bank	623220614714125000	Current a/c
28	Faisal Bank Ltd	75099004	Saving a/c
29	Standard Chartered Bank	01-1012169-05	Current a/c
30	Standard Chartered Bank	01-1012169-06	Current a/c
31	Faysal Bank Ltd	860220001	Current a/c
32	Standard Chartered Bank	01-1012169-07	Current a/c
33	Faysal Bank Ltd	112426042	Saving a/c
34	Standard Chartered Bank	01-1012169-09	Current a/c
35	Standard Chartered Bank	01-1012169-08	Current a/c

Exhibit 2 - Annexure A to the Scheme of Arrangement

S. No.

Investment Property

- 1 Shops No. 2 and 3 situated on the Ground Floor of a building constructed on a Plot of Land bearing No. 3-C, Nishat Lane 11, Phase VI, D.H.A., Karachi
- 2 Office premises bearing Nos. 101, 102 and 103 situated on the First Floor of a building known as Kassam Court with 1/5th undivided share in Plot of Land bearing No. BC-9, Block 5, KDA Scheme No. 5, Clifton, Karachi.
- 3 Room No. 302 situated on the Third Floor along with all super structure with fixtures and fittings at Lahore Stock Exchange, Plot No. 19, Khasra No. 1047, Khayaban-e-Aiwan, Lahore.
- 4 Shops No.2, 5 and 8 situated at Ground Floor, without roof, without basement, Civil Line, Chak No. 212 RB, Tehsil City District: Faisalabad.
- 5 Office Premises No. 1 located on the Seventh Floor in Property bearing Survey No. 270/1, R.A. Lines, Karachi Cantt., Karachi.
- 6 Shops no. S-1, S-2, S-3, S-4, S-5, S-21, S-22 & Passage area at Second Floor, Pace Fortress, Fortress Stadium, Lahore.
- 7 Suite no. 701-713, 7th Floor, The Forum, G-20, Block 9, Khayaban-e-Jami, Clifton, Karachi.

Exhibit 3 - Annexure A to the Scheme of Arrangement

Assets:

- 1- Cash and other equivalent
- 2- Bank balances kept in bank accounts mentioned in Exhibit 2 to Annexure A
- 3- Term deposits receipts
- 4- Investment in Pakistan Investment Bonds
- 5- Investment Properties mentioned in Annexure A
- 6- Premium due but unpaid
- 7- Amounts due from other insurers / reinsurers
- 8- Reinsurance recoveries against outstanding claims
- 9- Prepaid reinsurance premium ceded
- 10- Prepaid expenses
- 11- Taxation – payments less provision
- 12- Sundry Receivables
 - a. Advances
 - b. Security deposits
 - c. Agent balances
 - d. Receivable from defined benefit plan
 - e. Sales tax recoverable
 - f. Salvage recoverable
 - g. Others
- 13- Furniture, fixtures and office equipments
- 14- Buildings
- 15- Motor vehicles
- 16- Assets subject to finance lease
- 17- Capital work in progress
- 18- Computer softwares

Liabilities:

- 1- Provision for outstanding claims (including IBNR)
- 2- Provision for unearned premium
- 3- Commission income unearned
- 4- Deferred taxation
- 5- Premium received in advance
- 6- Amounts due to other insurers / reinsurers
- 7- Accrued expenses
- 8- Taxation
- 9- Sundry Creditors
 - a. Federal excise duty
 - b. Federal insurance fee
 - c. Car finance payable
 - d. Agent commission payable
 - e. Cash margin
 - f. Others
- 10- Liabilities against assets subject to finance lease

Exhibit 4 - Annexure A to the Scheme of Arrangement

S.No	Employee Name	Location
1	Chaudhry Tahir Masaud	Lahore
2	Abdul Haseeb	Karachi (Head Office)
3	Abdul Rauf	Karachi (Head Office)
4	Adnan Ahmed Khan	Lahore
5	Adnan Shah	Karachi (Head Office)
6	Afshan Arif	Lahore
7	Ali Raza	Multan
8	Ammad Ali Nomani	Karachi
9	Asad Ali Siddiqui	Karachi
10	Asad Naeem Malik	Lahore
11	Asfa Anwar	Karachi (Head Office)
12	Ashfaq Ahmed Khan	Karachi (Head Office)
13	Asif Ahmed Siddiqui	Karachi
14	Asif Badar	Islamabad
15	Asif Nazir Masih	Karachi (Head Office)
16	Atif Shamim Syed	Karachi (Head Office)
17	Atique Ahmed Chishti	Karachi (Head Office)
18	Awais Ahmed	Islamabad
19	Bilal Liaqat	Lahore
20	Burhan Musheer	Lahore
21	Ch. Adnan Khaliq	Multan
22	Ch. Zulfiqar Ali	Sialkot
23	Fahad Javaid	Karachi (Head Office)
24	Faheem Akhter	Islamabad
25	Faisal Khan	Karachi (Head Office)
26	Faisal Khurshid	Islamabad
27	Faisal Mahmood Qureshi	Islamabad
28	Fang Wong	Lahore
29	Farhan Zafar	Faisalabad
30	Farooq Raza	Multan
31	Farrukh Afsar	Karachi (Head Office)
32	Farrukh Ahmed	Karachi
33	Haider Ali	Karachi (Head Office)
34	Haris Ali Khan	Karachi
35	Hassan Sharif	Karachi
36	Huda Nasir	Karachi
37	Ibrahim Bashir	Lahore
38	Imran Aslam	Lahore
39	Imran Fida Hussain	Lahore
40	Jahangir Khan	Karachi (Head Office)
41	Jahanzaib Khan	Lahore
42	Jamshaid Hussain	Lahore
43	Jehanzeb Sultan	Faisalabad
44	Kashif Qayyum	Lahore
45	Kashif Siddique	Sialkot
46	Khurram Ikram	Lahore
47	Khurram Shahzad	Lahore

48	Khurram Shahzad Paul	Islamabad
49	Kiran Aryan Chauhan	Karachi
50	Madiba Ahmad	Lahore
51	Mansoor Amjad	Lahore
52	Mohammad Naeem	Lahore
53	Mohammad Nasir Iqbal	Karachi (Head Office)
54	Mohsin Bilal Bari	Gujranwala
55	Mufti Syed Zahid Siraj	Karachi
56	Muhammad Adnan	Karachi (Head Office)
57	Muhammad Adnan	Karachi
58	Muhammad Adnan Tariq	Peshawar
59	Muhammad Akmal	Faisalabad
60	Muhammad Akram	Lahore
61	Muhammad Amin	Lahore
62	Muhammad Amjad	Islamabad
63	Muhammad Amjad Dildar	Lahore
64	Muhammad Anas Mirza	Lahore
65	Muhammad Arsalan Zafar	Karachi
66	Muhammad Asim Saleem	Faisalabad
67	Muhammad Athar Saleem Chaudhry	Karachi (Head Office)
68	Muhammad Ather	Karachi
69	Muhammad Bilal Aslam	Gujranwala
70	Muhammad Ejaz	Islamabad
71	Muhammad Farhan Tahir	Lahore
72	Muhammad Farooq Habib	Karachi
73	Muhammad Hisham	Lahore
74	Muhammad Imran	Lahore
75	Muhammad Iqbal	Lahore
76	Muhammad Irfan	Multan
77	Muhammad Junaid	Karachi
78	Muhammad Kamal Hussain	Karachi (Head Office)
79	Muhammad Nadeem	Lahore
80	Muhammad Qaisar Khan	Lahore
81	Muhammad Rafiq Gatta	Karachi (Head Office)
82	Muhammad Rehman Arshad	Faisalabad
83	Muhammad Saifullah	Karachi
84	Muhammad Sajid Peer	Lahore
85	Muhammad Saleem Ahmed	Karachi (Head Office)
86	Muhammad Shahzaib Hasan	Karachi
87	Muhammad Shaiman Amjad	Lahore
88	Muhammad Sheraz	Islamabad
89	Muhammad Tayyab Kashif	Faisalabad
90	Muhammad Waseem Khan	Karachi
91	Mujib ul Haq	Islamabad
92	Nadeem Ahmed Alvi	Karachi
93	Nadeem Akhtar	Lahore
94	Nadeem Waheed	Karachi
95	Nafees Ahmed	Karachi (Head Office)
96	Naseer Abbas	Sialkot
97	Nasir Siddique	Lahore

98	Naveed Tahir	Lahore
99	Nishat Ahmed Khan	Karachi
100	Pervaiz Hassan Khan	Lahore
101	Pervaiz Nadir	Islamabad
102	Qasim Shafiq	Lahore
103	Rahat Asif	Lahore
104	Robina Gul	Lahore
105	Sabeen Ahmed Nomani	Karachi
106	Sadia Kamran	Karachi
107	Saira Sheikh	Lahore
108	Sajid Khalid	Lahore
109	Shabana Noreen	Islamabad
110	Shahab Yousuf	Peshawar
111	Shakeel Ahmad	Islamabad
112	Shakil Siddiq	Karachi
113	Sobia Munawar	Lahore
114	Sohail Sarwar	Lahore
115	Suhail Mustafa	Karachi (Head Office)
116	Suneel Kumar	Karachi
117	Syed Azeem Munir	Lahore
118	Syed Ehtesham Ahmed	Karachi (Head Office)
119	Syed Fazal Abbas Rizvi	Gujranwala
120	Syed Hassam Ali Shah	Karachi
121	Syed Kashif Jamil	Karachi
122	Syed Khurram Riaz	Karachi
123	Syed Mohammad Akash Haider	Karachi
124	Syed Muhammad Jibrán Zamir	Karachi (Head Office)
125	Syed Muhammad Saqib	Karachi (Head Office)
126	Syed Muhammad Taha Naqvi	Karachi (Head Office)
127	Syed Muzammil Hassan	Lahore
128	Tanveer Ahmed Khan	Faisalabad
129	Usman Yasin	Lahore
130	Wahab Zaidi	Lahore
131	Wahib-Ur-Rehman	Karachi
132	Waqas Ahmed	Lahore
133	Waqas Mehmood Danish	Lahore
134	Waqas Muhammad Saleem	Karachi
135	Yasir Khurshid	Islamabad
136	Zahid Mehmood	Lahore
137	Zubair Gill	Karachi
138	Zulfiqar Ali	Sialkot

Exhibit 5 - Annexure A to the Scheme of Arrangement

<i>S.No.</i>	<i>Case Title / Case No.</i>
1	Civil Suit titled "M/s. IGI Insurance Limited Vs. BUILDCORE Engineering etc.
2	M/s Nawaz Enterprises Vs Royal Exchange Insurance Co (IGI) (RFA No. 139/2011 filed before Lahore High Court, Lahore)
3	M/s Bismillah Industries Vs M/s Royal Insurance Public Limited Co. (IGI) (Execution Petition & Application under section 12(2) CPC
4	Suit No. 687: Pervaiz Hashmi and others vs American life insurance Company and others,(IGI Insurance Limited, Defendant No. 18)
5	Constitution petition (C.P. No. D-569/2008) before the Honorable High Court of Sindh.
6	Suit No. 1479 of 2008 on behalf of certain insurance companies.
7	Federation of Pakistan through the Ministry of Defence O.O. Division Pak Secretariat-II Rawalpindi for the performance bound No. P.B. 014/77 issued for a civil contract No. 12-Civ4-75/76 and P.B. No. R/1062/77 issued for a civil 9/79 in favour of M/s Aslam Khan & sons
8	CP 3842 / 2016 before Honourable High Court of Sindh Karachi
9	CP 4973 / 2016 before Honourable High Court of Sindh Karachi
10	CP 6469 / 2016 before Honourable High Court of Sindh Karachi
11	Suit no. 1249 of 2016 before Honourable High Court of Sindh Karachi
12	Suit no. 1471 of 2016 before Honourable High Court of Sindh Karachi
13	ITRA no. 06 of 2013 before Honourable High Court of Sindh Karachi
14	ITRA no. 46 of 2014 before Honourable High Court of Sindh Karachi
15	ITRA no. 47 of 2014 before Honourable High Court of Sindh Karachi
16	STRA no 152 of 2016 before Honourable High Court of Sindh Karachi
17	Suit no. 2745 of 2016 before Honourable High Court of Sindh Karachi

Exhibit 6 - Annexure A to the Scheme of Arrangement

Sr. No.	Copyright	Registration No.	Status
1	Arrival	16427-Copr.	Registered
2	Travel Sure	16428-Copr.	Registered
3	Heart Unit	16429-Copr.	Registered
4	Device	16430-Copr.	Registered

ANNEXURE B TO THE SCHEME OF ARRANGEMENT

INVESTMENT SEGMENT

A. LOAN/ADVANCES TO BE TRANSFERRED TO IGI INVESTMENTS

Amounts owed to banks under loan agreements as mentioned in Exhibit 1 to this Annexure **B**

B. CASH/BANK ACCOUNTS

All monies lying in the following account:

MCB Bank Limited A/c no.68975 Current a/c

C. INVESTMENTS

Investments in shares held by IGI Insurance including but not limited to as mentioned in Exhibit 2 to this Annexure **B**.

D. CONTRACTS

All contracts, agreements and documents (including but not limited to financing agreements, share purchase agreements and share transfer deeds) in relation to the Investment Segment.

E. ASSETS AND LIABILITIES

Assets and Liabilities in relation to the Investment Segment as per list of assets and liabilities which constitute the Investment Segment attached as Exhibit 3 to this Annexure **B**. The Asset and Liabilities present as of the Effective Date shall be transferred for the purpose of Investment Segment.

F. OTHERS

Any other receivables or payables pertaining to the Investment Segment.

Exhibit 1 - Annexure B to the Scheme of Arrangement

<i>S.No.</i>	<i>Agreements</i>
1	Agreement with Standard Chartered Bank (Pakistan) Limited dated May 03, 2016
2	Agreement with Habib Bank Limited dated July 15, 2016
3	Agreement with MCB Bank Limited dated March 07, 2016
4	Agreement with Allied Bank Limited dated August 17, 2016
5	Agreement with Soneri Bank dated May 09, 2016
6	Agreement with Bank AL Habib Limited dated May 06, 2016

Exhibit 2 - Annexure B to the Scheme of Arrangement

<i>Company Name</i>	<i>Number of Shares</i>
<u>LISTED SECURITIES</u>	
Nestle Pakistan Limited	4,364,666
Packages Limited	24,309,601
Sanofi Aventis Pakistan Limited	1,841,739
Tri-Pack Films Limited	3,750,417
Siemens Pakistan Engineering company Limited	70,031
Systems Limited	4,188,033
International Industries Limited	458,611
Mitchell's Fruit Farms Limited	292,738
Zulfiqar Industries Limited	199,169
<u>UNLISTED SECURITIES</u>	
Packages Construction (Pvt.) Ltd	100,000,000
Coca Cola Beverages Pakistan Limited	12,433,934
LSE Financial Services Limited	843,975
CDC Private Limited	649,998
Visionet Systems Inc.	464,827
Techlogix International Limited	374,440
Haider Fruit Growers (Private) Limited	1,705
Kissan Fruit Growers (Private) Limited	44
Punjab Fruit Growers (Private) Limited	32
Dane Foods Limited	2,643,161
Petroleum Development Pakistan	350
National Steel of Pakistan Limited	500
DHA Cogen Limited	1,900,000

Exhibit 3 - Annexure B to the Scheme of Arrangement

Assets:

- 1- Bank balances kept in bank accounts mentioned in Paragraph B of Annexure B
- 2- Investments mentioned in Paragraph C to Annexure B
- 3- Accrued income related to investments mentioned in Paragraph C to Annexure B

Liabilities:

- 1- Long term borrowing:
 - a. Allied Bank Limited (pursuant to the agreement executed with Allied Bank Limited dated August 17, 2016).
- 2- Short term borrowing:
 - a. Habib Bank Limited (pursuant to the agreement executed with Habib Bank Limited July 15, 2016);
 - b. MCB Bank Limited (pursuant to the agreement executed with MCB Bank Limited dated March 7, 2016); and
 - c. Allied Bank Limited (pursuant to the agreement executed with Allied Bank Limited dated August 17, 2016).

تفکیلی نیابت داری
غیر معمولی اجلاس عام

میں اہم
ساکن
رکن و حامل
اور یا سی ڈی سی کے شراکتی آئی ڈی نمبر
ساکن
ساکن

کو اپنی جگہ بروز بدھ مورخہ 22 فروری 2017 بوقت دوپہر 2:00 بجے بمقام بیچ لگھوری ہوٹل، ایم ٹی خان روڈ کراچی
میں منعقد یا ملتوی ہونے والے غیر معمولی اجلاس عام میں رائے دہندگی کیلئے اپنا نمائندہ مقرر کرتا ہوں۔
گواہان:

براہ کرم پانچ روپے
مالیت کے ریونیوٹکٹ
چسپاں کریں۔

دستخط

(دستخط کمپنی میں درج نمونہ کے
دستخط کے مطابق ہونے چاہئے)

دستخط:
نام:
پتہ:
شناختی کارڈ یا
پاسپورٹ نمبر:
گواہان:
دستخط:
نام:
پتہ:
شناختی کارڈ یا
پاسپورٹ نمبر:

نوٹ: پراکسیز کے موثر ہونے کیلئے لازم ہے کہ وہ اجلاس سے 48 گھنٹہ قبل کمپنی کو موصول ہوں۔

سی ڈی سی کے حصص یافتگان اور ان کے نمائندوں سے التماس ہے کہ وہ اپنے کمپیوٹرائزڈ قومی شناختی کارڈ یا پاسپورٹ کی تصدیق شدہ کاپی پراکسی
فارم کے ساتھ کمپنی میں جمع کرائیں۔

سی ڈی سی کے حصص یافتگان سے درخواست ہے کہ وہ تصدیق کیلئے اور بجیل کمپیوٹرائزڈ قومی شناختی کارڈ اور سی ڈی سی اکاؤنٹ نمبر اپنے ہمراہ لے کر آئیں۔

