## EFBL Fauji Fertilizer Bin Qasim Limited

### NOTICE OF EXTRAORDINARY GENERAL MEETING

Notice is hereby given that the Extraordinary General Meeting of the shareholders of Fauji Fertilizer Bin Qasim Limited will be held at 10:00am on July 27, 2021 at FFBL Tower, C1/C2, Sector-B, Jinnah Boulevard, Phase-II, DHA, Islamabad to transact the following business:

#### ORDINARY BUSINESS:

1. To confirm the minutes of the Annual General Meeting held on March 29, 2021.

#### SPECIAL BUSINESS:

To pass the following resolutions as Special Resolutions with or without any amendments, modifications or alterations:

122,587,323 (one hundred twenty two million, five hundred eighty seven thousand, three hundred and twenty three) shares of PKR 10/- (Pak Rupees ten) each, held by the Company (either directly or through its nominee shareholder(s)) in Foundation Wind Energy-I Limited ("FWEL-I"), constituting 35% of the entire issued and paidup share capital of FWEL I, to Fauji Fertilizer Company Limited ("FFC") for the cash consideration of PKR 2,727,567,937/- (Pak Rupees two billion seven hundred twenty-seven million five hundred sixty-seven thousand nine hundred thirty seven only), calculated at the rate of PKR 22.25/- (Pak Rupees twenty two and twenty five paisa only) (rounded off to the nearest whole number) per share plus the Delayed Payment Surcharge (as defined in the share purchase agreement), and both the cash consideration and Delayed Payment Surcharge shall be paid in the manner and subject to the terms and adjustment mechanism set out in the share purchase FURTHER RESOLVED THAT the terms and conditions of the share purchase agreement agreed and finalized between the Company and FFC for the sale of the Company's shares in FWEL - I to FFC be and are hereby approved and the Company is authorised to execute, deliver and perform the said agreement and any other

RESOLVED THAT subject to the receipt of the requisite regulatory and third-party approvals, the Company be and is hereby authorised to sell and transfer

agreement, undertaking, document, disclosure letter or update to disclosure letter, or instrument, of whatever nature and howsoever described (including any documents, deeds, agreements or instruments that the lender(s) of FWEL-I may require the Company to execute) together with any amendments thereto (collectively the "FWEL 1 Transaction Documents"), as may be required or conducive to execute and implement the sale and transfer of the said shares in FWEL-I to FFC and to incur all such costs, make all such disclosures and to file all such applications, returns, notices, submissions and forms with the relevant regulatory authorities, including but not limited to the Securities and Exchange Commission of Pakistan ("SECP"), the Competition Commission of Pakistan ("CCP"), the Pakistan Stock Exchange ("PSX"), Alternative Energy Development Board ("AEDB") and the National Electric Power Regulatory Authority ("NEPRA"), as may be required for and in connection with the foregoing. FURTHER RESOLVED THAT subject to the receipt of the requisite regulatory and third-party approvals, the Company be and is hereby authorised to sell and transfer 123,469,160 (one hundred twenty three million, four hundred sixty nine thousand, one hundred and sixty only) shares of PKR 10/- (Pak Rupees ten) each, held by the

share capital of FWEL II, to FFC for the cash consideration of PKR 2,747,188,810/- (Pak Rupees two billion seven hundred forty-seven million one hundred eighty-eight thousand eight hundred ten only), calculated at the rate of PKR 22.25/- (Pak Rupees twenty two and twenty five paisa only) (rounded off to the nearest whole number) per share plus the Delayed Payment Surcharge (as defined in the share purchase agreement), and both the cash consideration and Delayed Payment Surcharge shall be paid in the manner and subject to the terms and adjustment mechanism set out in the share purchase agreement. FURTHER RESOLVED THAT the terms and conditions of the share purchase agreement agreed and finalized between the Company and FFC for the sale of the Company's shares in FWEL - II to FFC be and are hereby approved and the Company is authorised to execute, deliver and perform the said agreement and any other agreement, undertaking, document, disclosure letter or update to disclosure letter, amendment or termination of any shareholders agreement or other similar arrangement or instrument, of whatever nature and howsoever described (including any documents, deeds, agreements or instruments that the lender(s) of FWEL-II

Company (either directly or through its nominee shareholder(s)) in Foundation Wind Energy-II Limited ("FWEL-II"), constituting 35% of the entire issued and paid-up

execute and implement the sale and transfer of the said shares in FWEL - II to FFC and to incur all such costs, make all such disclosures and to file all such applications, returns, notices, submissions and forms with the relevant regulatory authorities, including but not limited to the SECP, CCP, PSX, AEDB and NEPRA, as may be required for and in connection with the foregoing. FURTHER RESOLVED THAT the Chief Executive & Managing Director and Company Secretary be and are hereby authorized to singly or jointly take any and all necessary steps and actions for implementing the above resolutions, including, without limitation, to execute, deliver or perform, as the case may be, the FWEL I Transaction Documents and the FWEL II Transaction Documents (and to make any amendments thereto) on behalf of the Company and to sign and to make all such disclosures and to file all such applications, returns, notices, submissions and forms and to seek any and all consents and approvals and to appear and make

may require the Company to execute) together with any amendments thereto (collectively the "FWEL II Transaction Documents"), as may be required or conducive to

representations before any regulatory or other authority, including but not limited to the SECP, the CCP, the PSX, AEDB and NEPRA, as may be necessary or conducive for and in connection with any of the foregoing matters and to incur all costs and do all such acts as may be necessary for carrying out the aforesaid purposes and for giving full effect to the above resolutions. FURTHER RESOLVED THAT the Chief Executive & Managing Director and Company Secretary of the Company be and are hereby authorized to delegate, in writing by power of attorney or otherwise, all or any of the above powers in respect of the foregoing to any other officials of the Company as deemed appropriate.

"RESOLVED THAT the Company, in relation to its investments in Foundation Wind Energy I Limited and Foundation Wind Energy II Limited, be and is hereby authorized to pay up to PKR 6,465,550 (Rupees Six Million, Four Hundred Sixty Five Thousand, Five Hundred and Fifty only) to Fauji Foundation, which amount represents the Company's share of the commission payable on the Standby Letter of Credit amounting to PKR 1.82 Billion, issued by Habib Bank Limited to the

To pass the following resolutions as Special Resolutions with or without any amendments, modifications or alterations:

lenders of Foundation Wind Energy I Limited and Foundation Wind Energy II Limited.

FURTHER RESOLVED THAT the Company be and is hereby authorised to do all such acts, deeds and things as may be necessary and/or expedient for the aforesaid purposes or in furtherance thereof including, without limitation, to enter into and deliver and implement any and all contracts, instruments, powers of attorney, notices certificates, documents (of whatever nature and description), as may be necessary or expedient for the purpose. FURTHER RESOLVED THAT any two of the Managing Director & Chief Executive Officer (MD&CEO), Company Secretary and Chief Financial Officer be and are

hereby jointly authorised to take any and all necessary steps and actions for implementing the above resolution, including, without limitation, to seek any and all consents and approvals, to execute all necessary documents, declarations, certificates and undertakings and to appear and make representations before any regulatory or other authority, as may be necessary or conducive for and in connection with any of the foregoing matters and to sign, issue and dispatch all such documents and notices and do such acts as may be necessary for carrying out the aforesaid purposes and giving full effect to the above resolutions, including entering the details of any investments made by the Company in its associated companies in the register of investment in associated companies maintained at the Company's registered office; provided that if the Company seal is affixed unto any such document or instrument, the same shall be executed on behalf of the Company by the FURTHER RESOLVED THAT the MD&CEO, Company Secretary and Chief Financial Officer of the Company be and are hereby authorized to delegate, in writing, by

power of attorney or otherwise, all or any of the above powers in respect of the foregoing to any other officials of the Company as deemed appropriate. OTHER BUSINESS:

## 4. To transact any other business with the permission of the Chair.

Date: 06 July 2021

through post.

Place: Islamabad

Company Secretary Note: Statement Under Section 134 of Companies Act 2017 is attached with the Notice of Extraordinary General Meeting already sent to shareholders

By Order of the Board Fauji Fertilizer Bin Qasim Limited Brig Aamir Hussain Mirza (Retd)

CLOSURE OF SHARE TRANSFER BOOKS:-Share transfer books of the Company will remain closed from July 23, 2021 to July 27, 2021 (both days inclusive) for the purpose of holding the Extraordinary General

### NOTES:-A member of the Company entitled to attend and vote at the General Meeting may appoint a person/representative as proxy to attend and vote in place of member at the meeting. Proxies in order to be effective must be received at Company's registered office duly stamped and signed not later than 48 hours before the time of holding

meeting. A member cannot appoint more than one proxy. Attested copy of shareholder's CNIC must be attached with the proxy form. The CDC/sub account holders are required to follow the under mentioned guidelines as laid down by Securities and Exchange Commission of Pakistan contained in Circular No. 1 of 2000 dated January 26, 2000:-

passport at the time of attending the meeting. In case of corporate entity, the Board of Directors' resolution / power of attorney with specimen signature of the nominee shall be produced at the time of meeting

(a) For attending the meeting

(b) For appointing proxies In case of individuals, the account holder or sub-account holder shall submit the proxy form as per the above requirement.

In case of individuals, the account holder or sub-account holder shall authenticate his/her identity by showing his / her original national identity card or original

iv. The proxy shall produce his/her original CNIC or original passport at the time of the meeting. In case of corporate entity, the Board of Directors' resolution/power of attorney with specimen signature shall be submitted to the Company along with proxy form.

Attested copies of CNIC or the passport of the beneficial owners and the proxy shall be furnished with the proxy form.

The proxy form shall be witnessed by the two persons whose names, addresses and CNIC numbers shall be mentioned on the form.

- Members are requested to promptly notify any change in their addresses. Shareholders who have not yet submitted photocopies of their Computerized National Identity Cards (CNIC) are requested to send the same at the earliest.
  - Shareholders who wish to receive annual reports and notice of the General Meeting through e-mail are requested to provide, through a letter duly signed by them, their particulars, i.e. Name, Folio/ CDC A/C No., E-mail Address, Contact Number, CNIC Number (attach copy). Shareholders are also requested to notify immediately any change in their e-mail address to the Share Registrar of the Company M/s Corplink (Pvt) Limited, Wings Arcade, 1-K, Commercial, Model Town, Lahore.
  - Consent for Video Conference Facility

days before holding the general meeting. If the Company receives consent from members holding in aggregate 10% or more shareholding residing at geographical location, to participate in the meeting

Members can also avail video conference facility in Karachi and Lahore. In this regard please fill the following and submit to registerred address of the Company 10

facility in that city. The Company will intimate members regarding venue of video conference facility at least 5 days before the date of general meeting alongwith complete information

through video conference at least 10 days prior to the date of meeting, the Company will arrange video conference facility in that city subject to availability of such

necessary to enable them to access such facility. , being a member of Fauji Fertilizer Bin Qasim Limited, holder of I/We, Ordinary Share(s) as per Register Folio / CDC Account No hereby opt for video conference facility at

Signature of member

Members can exercise their right to demand a poll subject to meeting requirements of Sections 143 -145 of Companies Act, 2017 and applicable clauses of

Companies (Postal Ballot) Regulations 2018.

E-Voting

Participation in EOGM through electronic means: As per directions issued by SECP through Circular No EMD/MISC/82/2012-77 dated February 15, 2021 and EMD/MISC/82/2012 dated March 03, 2021 and in the light of the threat posed by evolving COVID-19 situation (Corona Virus) pandemic and to protect the well being of the shareholders, members are also requested to

03008713326 1. WhatsApp No. 2. Email ID shares@ffbl.com

Video Link members who wish to participate through video link should intimate through above WhatsApp number / Email ID on or

participate in the Extraordinary General Meeting through following means:

- before July 23, 2021.
- Members who are intended to participate physically should consolidate their attendance through proxies. Shareholders are requested to mention Name, CNIC No. Folio / CDC A/c No & Number of shares for identification.

9. Unclaimed Dividend / Shares As per Regulation No 9 of Companies (Distribution of Dividends) Regulation, 2017, dividend amount is payable only through electronic mode. The members who have

not yet provided/updated their IBAN detail are requested to please provide complete and valid IBAN bank account detail (physical shareholders to company's share registrar and CDC shareholders to their respective member Stock Exchange) enabling the company to transfer dividend amounts electronically. Further, right share certificates are also ready for delivery which can be received in exchange with original paid right letter from share registrar's office at above FFBL 🛂 فوجی فر ٹیلائز ربن قاسم کمیٹڈ

# اطلاع برائے غیر معمولی اجلاس عام

اطلاع دی جاتی ہے کیفر تی فر ٹیلائزر بن قاسم کمیٹر کے شیئر ولڈرز کا غیر معمولی عمومی اجلاس مورخہ 27 جولائی 2021 میں 201 ہے ایف ایف کی ایل (FFBL) ٹاور ہی 1 /ی 2 ہیکٹر ہیل ہے۔ وہ ڈی ایک اے، اسلام آباد میں منعقد ہوگا جس میں درج

متعلقه ريگوليئري اتفار شيز بشول سکيورشيز ايندا بيچينج کميشن آف پاکستان ("SECP")، تمپيليشن کميشن آف پاکستان ("CCP") پاکستان اسناک ايکيپني ("PSX") ، آلفزيشو انر بی دُ يوبلپنٽ بوردْ ("AEDB") اورميشش البکشرک پاورريگوليئري

ھے کیا جاتا ہے کہ مینی مطلوبہ ریجو لیٹری اور تحرثہ پارٹی کی منظور یوں کے ملنے ہے شروط، فاؤنڈیش ویٹر انرہی-االمیٹٹڈ ("II - FWEL") میں ممینی کے پاس پاکستانی 10 روپ( مبلغ ہیں روپ) فی شیئر کے حامل 123,469,160 (آیک سوئٹیس ملین، حيار سوانېتر بزار،ايک سوساتهه) شيترزجو فاؤنديشن وغداز تي-II کمينند ("FFC") کيال جاري کرده اورادا کرده شيتر کمپيول کا %35 بنته بين فورتي فرنيلازر کمپنۍ کمينند("FFC") کو(براوراست يااپينام و شيئر و پيان و تي او پيان کورواورا که د بيني فروخت اورٹرانسفر کرنے کی مجاز ہوگی اور بذریعہ ہذاہے بیافتیار دیاجاتا ہے، جو پاکستانی 22.25روپے (مبلغ پاکستانی بائیس روپے اور مجیس پینے ) (قریب ترین کل عدد کے Tounded off) فی شیئر کی شرح ہے شار کی جانے والی نقیرادا کیگ -2,747,188,810 پاکتنانی روپ (مسلخ دوبلین سات سومیتمالیس بلین ایک سوافعای بزارآ تھیسودن روپ ) مع تاخیری اوالیکی سرچارج (جیسا کیشیئر پرچیزا نگر بینشٹ میں صراحت کی گئی ہے )اور دونوں نقد اور تاخیری سرچارج کی اوالیکی سرچارج اور ان دران قرائدا اورائیجسٹسٹ طریقہ مخارے متروط اوالیک جا کیں گے جوشیئر پرچیزانگر بینٹ میں طے کیا گئے ہیں۔

مزید طے کیا جاتا ہے کہ FWEL-II میں کمپنی کےشیئرز کی FFC کوفروہت کے لیے مینی اور FFC کے درمیان طے اور حتی شکل افتیار کرنے والے شیئر پر چیز ایگریمنٹ کے واعد وضوالط کی منظوری دی جائے اور بذریعہ بندا دی جاتی ہے اور مینی کو فدکورہ ا میکر بمنٹ اور کس بھی دوسرے امیکر بمنٹ انڈرٹیکنگ، دستاویز، وُسکلوژ رلیٹریاؤسکلوژ رلیٹرکاپ ڈیٹ کرنے واس میں ترمیم پائٹی شیئر ولڈر کے ساتھ الیکر بمنٹ بااس تھتم کے کسی دوسرے امیکر بمنٹ یا نسٹر ومیٹ کومنسوخ کرنے جو کسی جھی نوعیت کا ہواور جیے بھی اس کی صراحت کی گئی جو (بشول کوئی بھی ایسی وستاویزات، ڈیڈز، ایگر پینٹس، یا انسٹر قبینٹس جن پر FWEL -II کے لینڈر(ز) کو کمپنی سے شل کرانے کی ضرورت پڑسکتی ہو، مع کسی بھی تسم کی ایسی ترامیم کے (مشتر کہ طور پر FWEL -II)

ٹراز پکشن ڈاکومیٹس")جو درکار ہوں جو FWEL-II میں نہ کورہ شیئرز کی FCC کوفروخت اور نتظا کورو بیٹل لانے اور ٹمل درآ مدے لیے مطلوب اور موافق ہوں اور کمپنی اس فتم کے قیام خرچوں کوا شاہے تی ہ ایسے تیام از کرکے گی اورا یک تمام درخواشیں، گوشوارے، فوٹسر، submissions اورفارم متعلقہ ریگولیٹری اتقار شیز بیشمول کر NEPRA اور NEPRA تک محدود ٹیس، جیسے بھی درکار ہواور سیجیل سے سلطے میں مشروری ہوں کے پاس جح کرا کے گی۔

مزید طے کیا جاتا ہے کہ چیف ایگزیکٹوائیڈ میٹنگ ڈائزیکٹر اورکمپنی سیکرٹری، ندکورہ بالاقرار دادوں پڑمل درآ مدے لیے تمام ضروری کا رروا نیال کرنے کے مجاز ہوں گے اور انھیں بیا ختیار دیا جاتا ہے، بشول کی حدے بھیر FWEL-1 ٹرازیکشن ڈاکومپنٹس اور II- FWEL ٹرانز یکشن ڈاکومیٹس کوروبٹل لاکیں، ڈلیور یا پرفارم کریں، جو بھی صورت ہو،اور کمپنی کی جانب ہے(ان میں کی تئم کریں)اوران پر دستخط کریں اوراس فتم کے تمام ڈسکاو ڈر کریں اورا کی تمام درخواشیں ،گوشوارے، نوٹسز submissions اورفارم جمع كرائين اوركوني اورتمام رضامنديان اورمنظوريان حاصل كرين اوركمي ريكوليثري يا ومرى اقعار في كيرسا من چين ، جيب العلام على المستحد وفيين ، جيب

مزید طے کیا جاتا ہے کہ کپنی کے چیف ایگزیکوابیڈ مپنجنگ ڈائریکٹر اورکپنی سیکرٹری کا موں کوانجام دینے کے خمن میں کمپنی کے کی دوسرے افسر کوتحریری طور پر پاورآف اٹارنی کے ذریعے یا کسی دوسرے طریقے سے مذکورہ بالاتمام یاان میں ہے کوئی اختیار، چیسے بھی

" طے کیا جا تا ہے کہنی ، فاؤنٹریشن وغذاز تی المینٹر اور فاؤنٹریشن وغذاز تی المینٹر میں اپنی سرماییکاری کے معمن میں فوجی فاؤنٹریشن کو 6,465,550 پاکستانی روپے ( سبطنے چیملین ، چیارسوپنیٹھ ہزار ، پاپنی سوپیاس روپے ) ادا کرنے کی مجاز ہے ادرا ہے بیا ختیار دیا جاتا ہے، یہ الیت فاؤنڈیش ونڈ ازجی المیٹڈ اورفاؤنڈیش ونڈ از بی المیٹڈ کے لینڈ رز کوحبیب بینک کمیٹر کی طرف سے جاری کیے جانے والے 1.82 ملین پاکستانی روپ مالیت کے اسٹینڈ یائی لیٹرا ف کریڈٹ پر قامل اوائیکی کمیٹن میں ممہونی کے

مزید طے کیا جاتا ہے کیمپنی ایسے تمام اقد امات ، ڈیڈز اورامورانجام ویے کی مجاز ہواور بذرایعہ بندالے بیافتتیار ویاجاتا ہے، جو ندکورہ بالا مقاصد کے لیےاور انھیں فروغ ویے یا آگے بڑھاتے ،بشول کمی حد کے بغیرکوئی اورتمام معاہدات ،انسٹرومینٹس ، پیاور

هزید طے کیا جاتا ہے کمپنگگ ڈائر بکٹرا بیڈ چیف آگیز بکٹوآ فیسر، مینی سیکرٹری اور چیف فٹانشل آفیسر میں ہے کوئی بھی دوشتر کہ طور پر ندگورہ بالاقر ارداد پڑٹل درآ مدکرنے کے لیےکوئی ادرتمام ضروری اقدامات اورکارروا ئیال کرنے کے مجاز ہوں اور انھیں بیا فتیار دیا جا تا ہے، بشمول کمی حدے بغیر بتمام ضروری دستاویزات، ڈینکلریشنز برٹیفکیٹس اورانڈرٹیکٹر کورو بیٹل لانے کے لیے تھی ایتمام رضامندیوں اورمنظوریوں کا حصول اور کئی بھی ایٹولیٹری یا دوسری اتھارٹی کے سامنے پیش ہونا اورنمائندگی کرتا، جیسیا بھی کسی معاملے کےسلیے میں ضروری یا موافق ہوا درایی تمام دستاویزات،اورنوکسز پردھنخط،ان کااجرااورانھیں ارسال کرنا اورایسے اقدامات کرنا جو ندکورہ بالا مقاصد کوانبجام دینے اور ندکورہ بالاقرار دادوں کوململ طور پرموڑ بنانے کے لیےضروری ہوں ،بشول میپنی کی طرف 🗀 اس کی ایسوی ایٹیڈ کمپنیوں میں کی جانے والی سی سرمایڈ کاری کا ایسوی ایٹیڈ کمپنیوں کے رجسڑ آف انویسٹنٹ میں جو مپنی کے رجسٹر ڈ آفس میں رکھا جا تا ہے، اندران کرنا ؛بشرطیکہ اس می کسی وستاویزیاانسٹرومیٹ پر مپنی کی مہرشت ہو، اے مپنی کی

مزید ہے کیا جاتا ہے کی بیٹنگ ڈائز کیٹرایٹر چیف ایگزیکو آفیسر، کپنی سیکرٹری اور چیف فائشل آفیسر foregoing کے شمن میں کمپنی کے کئی بھی دوسرے اپنے افسرکو جے مناسب سجھا جائے بھری طور پر، پاورآف اٹارٹی کے ڈریاچ یا کئی بھی

ممبران کرا چی اورلا ہورمیں ویڈ بوکا نفرنس سولت ہے بھی استفادہ کر کئے ہیں۔اس سلسلہ میں برائے مہریانی درج ذیل کویٹر کر میں اور فیرمعمولی اجلاس عام کے منعقدہونے ہے کم از کم 10 پوشل کمپٹی کے رجشر ڈا آفس میں جس کرا کمیں۔ اگر کمپٹی کوالیں جغرافیا تی لوکیشن جہاں مجموع طور پردل فیصد (10%) یاز اندشیئرز کے حال ممبران رہتے ہوں ہے غیر معمولی اجلاس کی تاریخ کے کم از کم 10 یوم قبل بذریعی دیڈیو کا نفرنس اجلاس میں شریک ہونے کیلیئے Consent موصول ہوتی ہے تو کمپنی اُس شہر میں ویڈیو کا نفرنس

كمينزا يك 2017 كيكشن 143\_145 كي تقاضول اوكينز (يوشل بيليت )ريگوليشز 2018 كي قابل عمل شقول كي تحت مميران ،اجلاس كي ضرورت كے مطابق ،اينے ووٹ كاحق استعال كر كيتے ہيں۔

چومبرویڈ بولنک کے ذریعے شرکت کرنا جا بتا ہے ووری بالا وائس ایپ نمبر ان میل ایڈریس پر23 جولائی 2021 تک مطلع کرے۔

فوجى فرثيلا تزربن قاسم كميشة ريكيديرٌ عام حين مرزا (رينارُدُ)

وستخطمير

بتاريخ قدماري 2021 كي تحت جارى كرده مدايات كے مطابق و بائي مرض COVID-19 (كرونادائرس)

تميني سيرزي

آف اٹارنی بوٹسر ،شینگلیٹس،وستاویزات(ان کی نوعیت اور صراحت کچھ بھی ہو) طے کرنے اورڈ لیورکرنے اوران رعمل درآمد کرنے کے لیے درکار ہو،جیسا بھی اس مقصدیا اس کوآ کے برهانے کے لیے ضروری ہو۔

اتحار نی ("NEPRA") محران تک محدود میں، جیے بھی ورکار ہواور تحیل کے سلسلے میں شروری ہو، کے پاس جمع کرائے گی۔

بھی نذکورہ بالامقاصد کوانجام دینے اور نذکورہ بالاقر ارداووں کو کمسل طور پرموژ کرنے کے لیے ضروری ہو۔

وه مناسب خیال کریں، تفویض کرئے کے مجاز میں اور انھیں اس کا اعتیار دیا جاتا ہے۔

جانب معلیمنگ ڈائز یکٹر کی طرف سے روبیمل لایا جائے گا۔

4۔ اجلاس کے صدر کی اجازت ہے کوئی بھی دیگرامور نمٹانا۔

اجلاس مين شركت كيك:

يراكبيول كي تقرري كيلية:

دوسرے طریقے سے مذکورہ بالاتمام یا کوئی اختیار تفویض کریں اور تھیں اس کا اختیار دیاجا تاہے۔

سمینی کی شیئر زٹرانسفر بکس 23 جولائی 2021 سے 27 جولائی 2021 تک (بشول دونوں ایام) بندر ہیں گی۔

(١٧) اجلاس كوفت پراكس اپناصل كمپيوٹرائز وقو مي شاختي كارؤياصل پاسپورٹ پيش كرےگا/گي۔

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رائٹ شیئر سر تفلیش بھی ترمیل کے لئے تیار ہیں چوشیئر رجٹرار کے دفترے ندکورہ بالا ہے پراصل اداشدہ درائٹ لیٹر کے بدلے وصول کیے جاسکتے ہیں۔

1- والساايب نمبر

2- ای میل ایڈریس

3- ويديولنك

(V) کارپوریٹ ادارہ کی صورت میں، بورڈ آف ڈائر بکشرز کی قرار دادا مثنار نامہ نامز دے کیے مخص کے دستھا پراکسی فارم کے ہمراہ میپنی میں جمع کرانا ہو نگے۔

ذیل امور طے کئے جائیں گے: عمومی امور:

سوستای بزار، تین سوتینس) شیئرز جو فاؤغدیش ونداز جی-الهیند("FFC") کے کل جاری کرده اورادا کرده شیئر تلیونل کا%35 بنتے میں فوجی فرلیلائز رکمپنی کمیپئد("FFC") کو(براه راست یااپنے نامز دشیئر ہولڈر(ز) کے ذریعے ) فرونت اور ٹرانسفر کرنے کا مجاز ہوگی اور بذرایعہ بنہا سے بیا فقیار دیاجا تا ہے،جو پاکستانی 22.25رو پے(مبلغ بالمیس رو پااور پھیں ہیے) (قریب ترین کل عدو کے rounded off) فی شیئر کی شرح سے شار کی جانے والی نقداوا کیل-2,727,567,937 پاکستانی روپے(مبلغ دوبلین سات سوستائیس ملین پایج سوسراسته بیرارنو سویستیس روپه) مع تاخیری ادائیلی سرچارج (جبیها که شیئر پرچیز ایگر بینت میں صراحت کی تلی ہے)اور دونوں نقلہ اور تاخیری سرچارج کی ادائیلی،اس طرح اوران شرائط اور

1\_ 29مارچ 2021 كومنعقد مونے والے سالان عمومی اجلاس كى كاروائى كى تصديق كرنا\_ 2\_ مندرجه ذیل قراردادول کوئسی ترمیم ،اضافے یا تبدیلی کے ساتھ یااس کے بغیر خصوصی قراردادوں کے طور پر منظور کرنا۔ ھے کیا جاتا ہے کہ مینی مطلوبہ ریگولیٹری اور تھرڈیارٹی کی منظوریوں کے ملفے ہے شروط، فاؤنڈیشن ومڈانر ہی-المیٹڈ ("إ-FWEL") میں کمپنی کے پاس پاکستانی 10 روپے( مبلغ دس روپے ) فی شیئر کے حال 122,587,323 (ایک و بائیس المین، پانچ

الدجشمنط طريقه عكارے مشروطاداكي جائيں كے جوشيئر يرجيزا مكر يمنث ميں طے كي كا بيں۔ مزید طے کیا جاتا ہے کہ FWEL-1 میں ممپنی کےشیئرز کی FFC کوفر وخت کے لیے ممپنی اور FFC کے درمیان طے اور جتی شکل اختیار کرتے والے شیئر پر چیز ایگر بینٹ کے قواعد وضوابط کی منظوری دی جائے اور بذریعہ بنوا دی جاتی ہے اور کمپنی کو مذکورہ ا میگر بمنٹ اور سمی بھی وہرے انگر بمنٹ، انڈ رٹیکنگ،وستاویز، ڈسکلو ٹررلیٹرکورو بیٹل لانے، ڈیوراوراس کےمطابق ممل کرنے یا ڈسکلو ٹررلیٹر یا کسی بھی نوعیت کی اور جیسے بھی اس کی صراحت کی گئی ہوکواپ ڈیٹ کرنے کا اختیار ہے (بشول کو کی بھی الیک و ستاه برزات، ذیڈرز، ایگر پمنٹس، یاانسٹر ومینٹس بن پر FWEL-1 کے لینڈر (ز) کوکھپنی سے مل کرانے کی ضرورت پڑسکتی ہو، مع کسی بھی قتم کی الین ترامیم کے (مشتر کہ طور پر FWEL-1" ٹرانزیکش ڈاکڑوئیٹس") جو درکارہوں جوا-FWEL میں 

3- مندرجهذ بل قراردادون كوكس ترميم ، ردوبدل ياتبديلي ك بغير خصوصي قراردادون كي حيثيت معظور كرنے كے ليے:

شیئر کی نمائند گی کرتی ہے"۔

6.2021 كا 2024 توے: كمپنيزا كيك 2017 كى دفعہ 134 كے تحت مادى هائق كى شيئنت شيئر مولڈرز كو يبلے سے ارسال كرده نوٹس كے ساتھ فسلك ہے۔ شيئرز رُانسفر بكس كى بندش:

اسلام آباد

1۔ کمپنی کا کوئی ممبر جوغیر معمولی اجلاس میں شریک ہونے اور ووٹ وینے کاحق رکھتا ہو، کمچھن / نمائندہ کوا جلاس میں ممبر کی جگہ شریک ہونے اور ووٹ وینے کیلئے ابطور پرانسی مقرر کرسکتا ہے۔ پرانسیاں موکز ہونے کیلئے لازم ہے کہ اجلاس منعقد ہونے کے وقت سے کم سے کم 88 کھنے تکل با ضابط مہرشدہ اور وستخط شدہ کپنی کے رجمڑ ڈا آف میں موصول ہوجا ئیں۔ کوئی ممبرایک سے زیادہ پرانسی مقررتین کرسکتا ہے۔ شیئر ہولڈر کے مصدقہ قوی شاختی کارڈ کی نقل کا پرانسی فارم کے ساتھ فسلک ہو بالازی ہے۔ 2\_ ى دى ى/سب اكاؤنت بوللدرز سكيتوريز ايند اليجيني كميش آف ياكتان كي جارى كرده سركورنبر 1/2000 بتاريخ 26 جنورى 2000 كى وشع كرده درج ذيل مهايات كى بيروى كري \_\_

> (i) اشخاص کی صورت میں، اکاؤنٹ ہولڈریا سب اکاؤنٹ ہولڈرا پی شناخت کی تصدیق کیلئے اصل کمپیوٹرائز ڈقو می شناختی کارڈیا اصل بیا سپورٹ اجلاس میں شریک ہونے کے وقت دکھائے گا۔ (ii) کارپوریٹ ادارہ کی صورت میں، بورڈ آف ڈائر بیٹرز کی قرارداد/مقارنامہ نامزد کے کیے فخص کے دستخط کے ساتھ اجلاس کے وقت پیش کرنا ہو گئے۔

> > افتاص کی صورت میں، اکاؤنٹ ہولڈریا سب اکاؤنٹ ہولڈروری بالا ہدایات کے مطابق پراکسی فارم جمع کرائے گا۔ (iii) مینفیشل اورز اور پراکس کے کمپیوٹرائز ڈتو می شاختی کارڈیایا سپورٹ کی مصدقہ فقول پراکسی فارم کے ساتھ فراہم کرنا ہوگی۔

 مہران سے التماس ہے کہ اپنے بیت میں کی تبدیلی سے فی الفور مطلع فرمائیں۔ 4۔ ایسے تمام ٹیئر ،ولڈرز جنہوں نے ابھی تک اپ شاختی کارڈ کی کا ٹی مبیانییں کی ہے،ان سے ایک بار پھر گزارش کی جاتی ہے کہ اپنے متند شاختی کارڈ کی کا پی جلداز جلد مپنی کے ٹیئر زرجسرار مہیا کریں۔

5۔ ایسے شیئر بولڈر جوسالا شدر پورٹ اوراجلاسِ عام کا نوٹس بذر بعدای میل حاصل کرنا چاہتے ہیں ان سے گذارش ہے کہ اپنے کوانف کینی نام، سی ڈی می اکاؤنٹ رفولیونمبر،ای میل ایڈریس،فون نمبراور شاختی کارڈ کی کا بی کے ساتھ و ستخط شدہ ورخواست مہیا کریں. شیئر ہولڈرز سے مزیدالتیاس ہے کہای میل ایڈریس کی تبدیلی کی صورت میں کمپنی کے شیئر زرجٹرار میسرز کارپائک پرائیویٹ کمیٹرڈ، گئر آرکیڈ، 1 سے، تمرشل، ماڈل ٹاون، لا ہورکوفوری طور پرمطلع کریں۔ 6\_ رضامندی (Consent) برائ وید یوکا نفرنس محوات

سہولت کا اہتمام کر یگی بشرطیکہ اس شہرمیں میں ہولت دستیاب ہو شکمینی غیر معمولی اجلاس عام کی تاریخ کے کم از کم 5 یوم قبل ممبران کوویڈ یوکا نفرنس ہولت کے مقام مے متعلق مطلع کر یکی مساتھ ساتھ ایک ہولت تک رسائی کیلیے ضروری مکمل معلومات فراہم کریگی۔ میں/ہم ۔۔۔۔۔، بابت ۔۔۔۔۔، بابت ۔۔۔۔۔۔، بابت ۔۔۔۔۔، فرق فرٹیلا تزرین قاسم کمیٹڈ کے ممبر ہونے کی حیثیت سے ۔۔۔۔۔۔۔مفیئرز بمطابق رجٹر فولیوفبر ۔۔۔۔۔۔، زیر یقیندر کھتا ہوں/ رکھتے ہیں، ذریعہ بغرادیگہ بوکا نفرنس مہولت بمقام۔۔۔۔۔۔۔کا/ کےخواہشند ہیں۔

7\_ <u>ای-وونک</u>

8\_ الْكِنْرَا مُكَ ذِرَاكُعْ كِيْحِتِ EOGM بِينْ شُرِكتِ

الين اي كي كرير EMD/MISC/82/2012 بتاريخ 15 فروري 2021ور EMD/MISC/82/2012 الين اي كرير المراجعة المستريخ 15 فروري 2021ور کے پھیلاؤ کے خطرےاورشیئر ،ولڈرز کی فلاح و بہود کے خفظ کے پیش نظر بمبران درج ذیل ذرائع ہے بھی غیر معمولی اجلاس عام میں شرکت کر سکتے ہیں ،

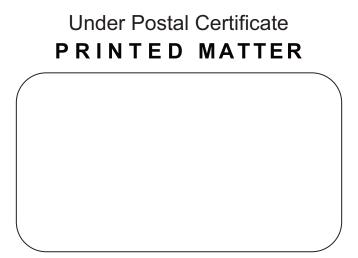
جومبران واتی طور پراجلاس میں شرکت کرناچاہے ہیںان گزارش ہے کہ پراکس کے دریعے اپنی حاضری کم ہے ممکن بنا میں ممبران اپنی شناخت کیلئے نام بمپیوزائز د شناختی کاروفمبر ،فولیفبر 1 ی دی کا کاؤنٹ نمبراورشیئرز کی تعداد ضرور بتا کیں۔ 9\_ غيرووه شده ديويد مداشيرز کمپینزریگولیشن نمبر 9( منافع کانقیم )ریگولیشن ، 2017 کےمطابق ، ڈیویڈیڈ کی رقم صرف الیکٹرا تک و رائع ہے قابل ادائیگی ہوگی ۔ ان ممبرول ہے جنہوں نے ابھی تک اپنی BAN تفصیل فراہم ٹیس کی/ اس کواپ ڈیٹ ٹیس کیا ہے ، براہ کرم درخواست کی جاتی ہے کہ IBAN بینک اکاؤٹ کی مکمل اور درست تفصیل مہیا کریں (فیزیکل شیئر ہولڈرز کینی کے شیئر رجٹراراور CDC شیئر ہولڈرز اپنے متعلقہ ممبراٹاگ ایجینی کومبیا کریں) تا کہ کینی منافع کی رقم الیکٹر انک طریقے سے منتقل کر سکے۔ مزید برآل ،



## **NOTICE**

### **OF**

### **EXTRAORDINARY GENERAL MEETING**



If undelivered please return to:

FFBL Company Secretary
Fauji Fertilizer Bin Qasim Limited

Shares Department FFBL Tower, C1/C2, Sector B, Jinnah Boulevard, Phase II, DHA, Islamabad. Ph: 051-8763325 Fax: 051-8763304



#### NOTICE OF EXTRAORDINARY GENERAL MEETING

Notice is hereby given that the Extraordinary General Meeting of the shareholders of Fauji Fertilizer Bin Qasim Limited will be held at 10:00am on July 27, 2021 at FFBL Tower, C1/C2, Sector-B, Jinnah Boulevard, Phase-2, DHA, Islamabad to transact the following business:

#### **ORDINARY BUSINESS:**

1. To confirm the minutes of the Annual General Meeting held on March 29, 2021.

#### **SPECIAL BUSINESS**

2. To pass the following resolutions as Special Resolutions with or without any amendments, modifications or alterations:

**RESOLVED THAT** subject to the receipt of the requisite regulatory and third-party approvals, the Company be and is hereby authorised to sell and transfer 122,587,323 (one hundred twenty two million, five hundred eighty seven thousand, three hundred and twenty three) shares of PKR 10/- (Pak Rupees ten) each, held by the Company (either directly or through its nominee shareholder(s)) in Foundation Wind Energy – I Limited ("FWEL – I"), constituting 35% of the entire issued and paid-up share capital of FWEL – I, to Fauji Fertilizer Company Limited ("FFC") for the cash consideration of PKR 2,727,567,937/- (Pak Rupees two billion seven hundred twenty-seven million five hundred sixty-seven thousand nine hundred thirty seven only), calculated at the rate of PKR 22.25/- (Pak Rupees twenty two and twenty five paisa only) (rounded off to the nearest whole number) per share plus the Delayed Payment Surcharge (as defined in the share purchase agreement), and both the cash consideration and Delayed Payment Surcharge shall be paid in the manner and subject to the terms and adjustment mechanism set out in the share purchase agreement.

FURTHER RESOLVED THAT the terms and conditions of the share purchase agreement agreed and finalized between the Company and FFC for the sale of the Company's shares in FWEL - I to FFC be and are hereby approved and the Company is authorised to execute, deliver and perform the said agreement and any other agreement, undertaking, document, disclosure letter or update to disclosure letter, or instrument, of whatever nature and howsoever described (including any documents, deeds, agreements or instruments that the lender(s) of FWEL-I may require the Company to execute) together with any amendments thereto (collectively the "FWEL - I Transaction Documents"), as may be required or conducive to execute and implement the sale and transfer of the said shares in FWEL - I to FFC and to incur all such costs, make all such disclosures and to file all such applications, returns, notices, submissions and forms with the relevant regulatory authorities, including but not limited to the Securities and Exchange Commission of Pakistan ("SECP"), the Competition Commission of Pakistan ("CCP"), the Pakistan Stock Exchange ("PSX"), Alternative Energy Development Board ("AEDB") and the National Electric Power Regulatory Authority ("NEPRA"), as may be required for and in connection with the foregoing.

**FURTHER RESOLVED THAT** subject to the receipt of the requisite regulatory and third-party approvals, the Company be and is hereby authorised to sell and transfer 123,469,160 (one hundred twenty three million, four hundred sixty nine thousand, one hundred and sixty only) shares of PKR 10/- (Pak Rupees ten) each, held by the Company (either directly or through its nominee shareholder(s)) in Foundation Wind

Energy – II Limited ("FWEL – II"), constituting 35% of the entire issued and paid-up share capital of FWEL – II, to FFC for the cash consideration of PKR 2,747,188,810/-(Pak Rupees two billion seven hundred forty-seven million one hundred eighty-eight thousand eight hundred ten only), calculated at the rate of PKR 22.25/- (Pak Rupees twenty two and twenty five paisa only) (rounded off to the nearest whole number) per share plus the Delayed Payment Surcharge (as defined in the share purchase agreement), and both the cash consideration and Delayed Payment Surcharge shall be paid in the manner and subject to the terms and adjustment mechanism set out in the share purchase agreement.

**FURTHER RESOLVED THAT** the terms and conditions of the share purchase agreement agreed and finalized between the Company and FFC for the sale of the Company's shares in FWEL - II to FFC be and are hereby approved and the Company is authorised to execute, deliver and perform the said agreement and any other agreement, undertaking, document, disclosure letter or update to disclosure letter, amendment or termination of any shareholders agreement or other similar arrangement or instrument, of whatever nature and howsoever described (including any documents, deeds, agreements or instruments that the lender(s) of FWEL-II may require the Company to execute) together with any amendments thereto (collectively the "FWEL – II Transaction Documents"), as may be required or conducive to execute and implement the sale and transfer of the said shares in FWEL - II to FFC and to incur all such costs, make all such disclosures and to file all such applications, returns, notices, submissions and forms with the relevant regulatory authorities, including but not limited to the SECP, CCP, PSX, AEDB and NEPRA, as may be required for and in connection with the foregoing.

FURTHER RESOLVED THAT the Chief Executive & Managing Director and Company Secretary be and are hereby authorized to singly or jointly take any and all necessary steps and actions for implementing the above resolutions, including, without limitation, to execute, deliver or perform, as the case may be, the FWEL – I Transaction Documents and the FWEL – II Transaction Documents (and to make any amendments thereto) on behalf of the Company and to sign and to make all such disclosures and to file all such applications, returns, notices, submissions and forms and to seek any and all consents and approvals and to appear and make representations before any regulatory or other authority, including but not limited to the SECP, the CCP, the PSX, AEDB and NEPRA, as may be necessary or conducive for and in connection with any of the foregoing matters and to incur all costs and do all such acts as may be necessary for carrying out the aforesaid purposes and for giving full effect to the above resolutions.

**FURTHER RESOLVED THAT** the Chief Executive & Managing Director and Company Secretary of the Company be and are hereby authorized to delegate, in writing, by power of attorney or otherwise, all or any of the above powers in respect of the foregoing to any other officials of the Company as deemed appropriate.

- 3. To pass the following resolutions as Special Resolutions with or without any amendments, modifications or alterations:
  - **"RESOLVED THAT** the Company, in relation to its investments in Foundation Wind Energy I Limited and Foundation Wind Energy II Limited, be and is hereby authorized to pay up to PKR 6,465,550 (Rupees Six Million, Four Hundred Sixty Five Thousand, Five Hundred and Fifty only) to Fauji Foundation, which amount

represents the Company's share of the commission payable on the Standby Letter of Credit amounting to PKR 1.82 Billion, issued by Habib Bank Limited to the lenders of Foundation Wind Energy I Limited and Foundation Wind Energy II Limited.

**FURTHER RESOLVED THAT** the Company be and is hereby authorised to do all such acts, deeds and things as may be necessary and/or expedient for the aforesaid purposes or in furtherance thereof including, without limitation, to enter into and deliver and implement any and all contracts, instruments, powers of attorney, notices, certificates, documents (of whatever nature and description), as may be necessary or expedient for the purpose.

FURTHER RESOLVED THAT any two of the Managing Director & Chief Executive Officer (MD&CEO), Company Secretary and Chief Financial Officer be and are hereby jointly authorised to take any and all necessary steps and actions for implementing the above resolution, including, without limitation, to seek any and all consents and approvals, to execute all necessary documents, declarations, certificates and undertakings and to appear and make representations before any regulatory or other authority, as may be necessary or conducive for and in connection with any of the foregoing matters and to sign, issue and dispatch all such documents and notices and do such acts as may be necessary for carrying out the aforesaid purposes and giving full effect to the above resolutions, including entering the details of any investments made by the Company in its associated companies in the register of investment in associated companies maintained at the Company's registered office; provided that if the Company seal is affixed unto any such document or instrument, the same shall be executed on behalf of the Company by the Managing Director.

**FURTHER RESOLVED THAT** the MD&CEO, Company Secretary and Chief Financial Officer of the Company be and are hereby authorized to delegate, in writing, by power of attorney or otherwise, all or any of the above powers in respect of the foregoing to any other officials of the Company as deemed appropriate.

#### **OTHER BUSINESS**:

4. To transact any other business with the permission of the Chair.

By Order of the Board Fauji Fertilizer Bin Qasim Limited

Islamabad July 06, 2021 Brig Aamir Hussain Mirza (Retd) Company Secretary

#### Statement of Material Facts under Section 134 of the Companies Act, 2017

#### Statement Pursuant to Section 134(3) of the Companies Act, 2017

Pursuant to Section 134(3) of the Companies Act, 2017, this statement sets forth the material facts concerning the special business to be transacted at the Extraordinary General Meeting of the Company to be held on July 27, 2021.

Approval of the shareholders of the Company is required in respect of:

(i) the sale and transfer of 122,587,323 (one hundred twenty two million, five hundred eighty seven thousand, three hundred and twenty three) of the Company's shares (held directly or through its nominee shareholder(s)) in Foundation Wind Energy – I Limited ("FWEL – I"), constituting 35% of the entire issued and paid-up share capital of FWEL – I, to Fauji Fertilizer Company Limited ("FFC") for the cash consideration of PKR 2,727,567,937/- (Pak Rupees two billion seven hundred twenty-seven million five hundred sixty-seven thousand nine hundred thirty seven only), calculated at the rate of PKR 22.25/- (Pak Rupees twenty two and twenty five paisa only) (rounded off to the nearest whole number) per share plus the Delayed Payment Surcharge. The cash consideration to be paid by FFC to the Company is subject to adjustment as per the terms of the share purchase agreement (including adjustment for dividends paid as of 31 December 2020). The Delayed Payment Surcharge shall be paid by FFC to the Company as follows:

FFC will pay 50% of the Delayed Payment Surcharge net of associated costs upon receipt of the same from CPPA-G / NTDC by FWEL-I, to the Company (in proportion to the shares acquired by FFC from the Company), in accordance with the agreed Delayed Payment Surcharge mechanism set out in the share purchase agreement; and

(ii) the sale and transfer of 123,469,160 (one hundred twenty three million, four hundred sixty nine thousand, one hundred and sixty only) of the Company's shares (held directly or through its nominee shareholder(s)) in Foundation Wind Energy – II Limited ("FWEL – II"), constituting 35% of the entire issued and paid-up share capital of FWEL – II, to FFC for the cash consideration of PKR 2,747,188,810/- (Pak Rupees two billion seven hundred forty-seven million one hundred eighty-eight thousand eight hundred ten only), calculated at the rate of PKR 22.25/- (Pak Rupees twenty two and twenty five paisa only) (rounded off to the nearest whole number) per share plus the Delayed Payment Surcharge. The cash consideration to be paid by FFC to the Company is subject to adjustment as per the terms of the share purchase agreement (including adjustment for dividends paid as of 31 December 2020). The Delayed Payment Surcharge shall be calculated and paid to the Company in the manner set out below:

FFC will pay 50% of the Delayed Payment Surcharge net of associated costs upon receipt of the same from CPPA-G / NTDC by FWEL-II, to the Company (in proportion to the shares acquired by FFC from the Company), in accordance with the agreed Delayed Payment Surcharge mechanism set out in the share purchase agreement.

In previous years, FFBL had invested in various sectors as a diversification strategy. In the recent past it has been facing severe financial stress due to various reasons, which impacted its liquidity and profitability.

Accordingly, Board of Directors revisited the diversification strategy and decided to divest FFBL investment in FWE-I and FWE-II and improve its capital structure. The sale proceeds will be used to reduce its debt obligations.

#### Material Facts to be Disclosed under Paragraph B(5)(I) of S.R.O. 423 (I)/2018

- i) Detail of assets to be sold, leased or disposed off shall include the following:
- a) **Description/Name of asset;** Sale of FFBL's 122,587,323 shares (held directly and through nominee shareholder(s)) in FWEL I and 123,469,160 shares (held directly and through nominee shareholder(s)) in FWEL II.

b)	Acquisition date of the asset	October 2012 – June 2015
c)	Cost	PKR 2,460,564,835
d)	Revalued amount and date of revaluation	Not applicable
e)	Book value	PKR 2,460,564,835
f)	Approximate current market price/fair value	PKR 5,474,756,747

- g) In case of sale, if the expected sale price is lower than book value or fair value, then the reasons thereof; [Not Applicable]
- h) In case of lease of assets, tenure, lease rentals, increment rate; mode/basis of determination of lease rentals; and other important terms and conditions of the lease; Not Applicable
- i) Additional information in case of disposal of land: Not Applicable
  - (i) Location;
  - (ii) Nature of land (e.g. commercial, agriculture, etc); and
  - (iii) Area proposed to be sold.
- ii) **The proposed manner of disposal of the said assets:** Transfer of shares of the Company in FWEL I and II to FFC.
- iii) In case the company has identified a buyer, who is a related party the fact shall be disclosed in the statement of material facts: The buyer is FFC which is a related party of FFBL as FFC holds 49.88% shares of FFBL.
- iv) Purpose of the sale, lease or disposal of assets along with following details: to enhance capital structure and reduce debt obligation
- a) Utilization of the proceeds received from the transaction; to enhance capital structure and reduce debt obligation
- b) Effect on operational capacity of the company, if any; [Not applicable]; and
- c) Quantitative & Qualitative benefits expected to accrue to the members

1. Quantitative: [Not applicable]

2. Qualitative: to enhance capital structure and reduce debt obligation

#### Statement of Material Facts under Section 134 of the Companies Act, 2017

#### Payment of Standby Letter of Credit (SBLC) Commission to Fauji Foundation

Under the financing agreements of Foundation Wind Energy – I Limited and Foundation Wind Energy – II Limited (the "Foundation Wind Companies"), the Foundation Wind Companies were required to maintain a Debt Service Reserve Account Balance in cash form equivalent to one instalment of the loan. However, this requirement was later waived by the lenders subject to the sponsors providing Standby Letters of Credit (SBLCs) to the lenders. Further, distribution of dividends to the shareholders of the Foundation Wind Companies, which include the Company, is conditional upon the sponsors submitting the SBLCs.

Fauji Foundation, as a sponsor of the Foundation Wind Companies has furnished SBLCs for PKR 1.82 Billion to the lenders, for and on behalf of the sponsors of the Foundation Wind Companies on the understanding that the sponsors, which include the Company, shall reimburse the charges incurred by Fauji Foundation for furnishing the SBLCs in proportion to their shareholding in the Foundation Wind Companies. Accordingly, the Company is required to pay its share of the SBLC charges for a period from 20 May 2021 to 21 November 2021, subject to reduction in validity period of SBLC, as a result of completion of any divestment of the Company's shareholding in Foundation Wind Energy I Limited and Foundation Wind Energy II Limited.

The Directors of the Company have no interest other than that Fauji Foundation and the Company are associated undertakings of Foundation Wind Companies.

## Information pursuant to Regulation 3(a) of the Companies (Investment in Associated Companies or Associated Undertakings) Regulations, 2017

Name of associated company along with criteria based on which the associated	Fauji Foundation (F	FBL's Parent Orgar	ization)
relationship is established			
	Foundation Wind E	Energy I Limited and	l Foundation Wind
	Energy II Limited (1	FFBL's Associated	Companies)
Earnings per share for the last three			
years	Year	FWEL – I EPS	FWEL – II
*			EPS
	2020	7.17	6.93
	2019	3.45	3.46
	2018	2.68	2.67
Break-up value per share, based on	FWEL - I = 27.39		
latest audited financial statements	FWEL - II = 26.95		
Financial position, including main items		FWEL – I	FWEL – II
of statement of financial position and		(PKR - M)	(PKR-M)
profit and loss account on the basis of	Long Term Loans	5,914	5,781
its latest financial statements	PPE	11,439	11,184
	Sales	4,294	4,212
	Cost of Sales	1,110	1,124
	Profit	2,510	2,445
In case of investment in relation to a			
project of associated company or			

associated undertaking that has not Not Applicable. operations. following commenced further information, namely, description of the project and its history since conceptualization ii) starting date and expected date of completion of work iii) time by which such project shall become commercially operational iv) expected time by which the project shall start paying return on investment v) funds invested or to be invested by the promoters, sponsors, associated company or associated undertaking distinguishing between cash and non-cash amounts **General Disclosures:** Maximum amount of investment to be The Company will pay to Fauji Foundation up to PKR 6,465,550 (Rupees Six Million, Four Hundred Sixty Five made Thousand, Five Hundred and Fifty) to Fauji Foundation, which amount represents the Company's share of the commission payable on the Standby Letter of Credit amounting to PKR 1.82 Billion, issued by Habib Bank Limited to the lenders of Foundation Wind Energy I Limited and Foundation Wind Energy II Limited. Purpose, benefits likely to accrue to the Under the financing agreements of Foundation Wind investing company and its members Energy - I Limited and Foundation Wind Energy - II from such investment and period of Limited (the "Foundation Wind Companies"), the investment Foundation Wind Companies were required to maintain a Debt Service Reserve Account Balance in cash form equivalent to one instalment of the loan. However, this requirement was later waived by the lenders subject to the sponsors providing Standby Letters of Credit (SBLCs) to the Lenders. Further, distribution of dividends to the shareholders of the Foundation Wind Companies, which include the Company, is conditional upon the sponsors submitting the SBLCs. Fauji Foundation, as a sponsor of the Foundation Wind Companies has furnished SBLCs for PKR 1.82 Billion to the lenders, for and on behalf of the sponsors of the Foundation Wind Companies, on the understanding that the sponsors, which include the Company, shall reimburse the charges incurred by Fauji Foundation for furnishing

the SBLCs in proportion to their shareholding in the Foundation Wind Companies. Accordingly, the Company

is required to pay its share of the SBLC charges.

Sources of funds to be utilized for	FFBL's own sources / funds.
investment	TIBE 6 6WH Sources / Turkes.
where the investment is intended to be	
made using borrowed funds,	
(i) justification for investment through borrowings;	
borrowings,	
(ii) detail of collateral, guarantees	
provided and assets pledged for	
obtaining such funds; and	
(iii) cost benefit analysis	
Salient features of the agreement(s), if	Not applicable
any, with associated company or	
associated undertaking with regards to	
the proposed investment	
Direct or indirect interest of directors,	
sponsors, majority shareholders and	Nothing other than as sponsor / majority shareholder. The
their relatives, if any, in the associated	Directors of the Company have no interest other than that
company or associated undertaking or	Fauji Foundation and the Company are associated
the transaction under consideration	undertakings of Foundation Wind Companies.
In case any investment in associated	Not applicable
company or associated undertaking has	
already been made, the performance	
review of such investment including	
complete information / justification for	
any impairment or write offs	N.
Any other important details necessary for the members to understand the	No.
transaction	

## <u>Information pursuant to Regulation 4 of the Companies (Investment in Associated Companies or Associated Undertakings) Regulations, 2017</u>

Fauji Foundation holds 18.29% shares of FFBL.

FFBL holds 35% shares in both FWEL-I and FWEL-II.

## <u>Declaration pursuant to Section 199(2) of the Companies Act, 2017 and the Companies</u> (Investment in Associated Companies or Associated Undertakings) Regulations, 2017

The directors have reviewed the matter and are of view that payment of the SBLC charges by the Company is necessary, as the declaration and payment of dividends of the Foundation Wind Companies is conditional upon the sponsors of the Foundation Wind Companies furnishing the SBLC to the lenders.

#### **CLOSURE OF SHARE TRANSFER BOOKS**: -

Share transfer books of the Company will remain closed from July 23, 2021 to July 27, 2021 (both days inclusive) for the purpose of holding the Extraordinary General Meeting.

#### NOTES: -

- 1. A member of the Company entitled to attend and vote at the General Meeting may appoint a person/representative as proxy to attend and vote in place of member at the meeting. Proxies in order to be effective must be received at Company's registered office duly stamped and signed not later than 48 hours before the time of holding meeting. A member cannot appoint more than one proxy. Attested copy of shareholder's CNIC must be attached with the proxy form.
- 2. The CDC/sub account holders are required to follow the under mentioned guidelines as laid down by Securities and Exchange Commission of Pakistan contained in Circular No. 1 of 2000 dated January 26, 2000: -
  - (a) For attending the meeting
    - i. In case of individuals, the account holder or sub-account holder shall authenticate his/her identity by showing his / her original national identity card or original passport at the time of attending the meeting.
    - ii. In case of corporate entity, the Board of Directors' resolution / power of attorney with specimen signature of the nominee shall be produced at the time of meeting.
  - (b) For appointing proxies
    - i. In case of individuals, the account holder or sub-account holder shall submit the proxy form as per the above requirement.
    - ii. The proxy form shall be witnessed by the two persons whose names, addresses and CNIC numbers shall be mentioned on the form.
    - iii. Attested copies of CNIC or the passport of the beneficial owners and the proxy shall be furnished with the proxy form.
    - iv. The proxy shall produce his/her original CNIC or original passport at the time of the meeting.
    - v. In case of corporate entity, the Board of Directors' resolution/power of attorney with specimen signature shall be submitted to the Company along with proxy form.
- 3. Members are requested to promptly notify any change in their addresses.
- 4. Shareholders who have not yet submitted photocopies of their Computerized National Identity Cards (CNIC) are requested to send the same at the earliest.

5. Shareholders who wish to receive annual reports and notice of the General Meeting through e-mail are requested to provide, through a letter duly signed by them, their particulars, i.e. Name, Folio/ CDC A/C No., E-mail Address, Contact Number, CNIC Number (attach copy). Shareholders are also requested to notify immediately any change in their e-mail address to the Share Registrar of the Company M/s Corplink (Pvt) Limited, Wings Arcade, 1-K, Commercial, Model Town, Lahore.

#### 6. Consent for Video Conference Facility

Members can also avail video conference facility in Karachi and Lahore. In this regard please fill the following and submit to registerred address of the Company 10 days before holding the general meeting.

If the Company receives consent from members holding in aggregate 10% or more shareholding residing at geographical location, to participate in the meeting through video conference at least 10 days prior to the date of meeting, the Company will arrange video conference facility in that city subject to availability of such facility in that city.

The Company will intimate members regarding venue of video conference facility at least 5 days before the date of general meeting alongwith complete information necessary to enable them to access such facility.

I/We, of	,
being a member of Fauji Fertilizer Bin Qasim Limited, holder of	
Ordinary Share(s) as per Register Folio / CDC Account No	hereby opt
for video conference facility at	
	Signature of member

#### 7. E-Voting

Members can exercise their right to demand a poll subject to meeting requirements of Sections 143 -145 of Companies Act, 2017 and applicable clauses of Companies (Postal Ballot) Regulations 2018.

#### 8. <u>Participation in EOGM through electronic means:</u>

As per directions issued by SECP through Circular No EMD/MISC/82/2012-77 dated February 15, 2021 and EMD/MISC/82/2012 dated March 03, 2021 and in the light of the threat posed by evolving COVID-19 situation (Corona Virus) pandemic and to protect the wellbeing of the shareholders, members are also requested to participate in the Extraordinary General Meeting through following means:

1.	WhatsApp No	03008713326
2.	Email ID	shares@ffbl.com
3.	Video Link	members who wish to participate through video link should intimate through above WhatsApp number / Email ID on or before July 23, 2021.

Members who are intended to participate physically should consolidate their attendance through proxies. Shareholders are requested to mention Name, CNIC No, Folio / CDC A/c No & Number of shares for identification.

#### 9. <u>Unclaimed Dividend / Shares</u>

As per Regulation No 9 of Companies (Distribution of Dividends) Regulation, 2017, dividend amount is payable only through electronic mode. The members who have not yet provided/updated their IBAN detail are requested to please provide complete and valid IBAN bank account detail (physical shareholders to company's share registrar and CDC shareholders to their respective member Stock Exchange) enabling the company to transfer dividend amounts electronically.

Further, right share certificates are also ready for delivery which can be received in exchange with original paid right letter from share registrar's office at above mentioned address.

#### Form of Proxy

#### **Extraordinary General Meeting**

The Company Secretary	
Fauji Fertilizer Bin Qasim Limited	
FFBL Tower, C1/C2, Sector-B,	
Jinnah Boulevard, DHA-II,	
Islamabad.	
I/We, of, being a Mo QASIM LIMITED, holder of ordin	ember(s) of FAUJI FERTILIZER BIN
QASIM LIMITED, holder of ordin	ary shares as per registered Folio
No. hereby appoint Mr. / Mst	Folio No (if
No hereby appoint Mr. / Mst of or	failing him/her Mr. / Mst
FOIIO NO (II	member) of
	e to attend and vote for me / us, and on
my / our behalf at the Extraordinary General Mee 27 July 2021 and at any adjournment thereof.	eting of the Company to be held on
Signed under my/our hand this day of	2021.
	_
Affix Revenue	
Stamp of	
Rs. 5/-	
	Signature should agree
	with the specimen
	signature registered
	with the Company
Signed in the presence of:	
Signature of Witness-1	Signature of Witness-2

#### Notes:

- 1. This instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorized in writing, or if the appointer is a corporation either under the common seal or under the hand of an official or attorney so authorized. No person shall be appointed as proxy who is not a member of the Company qualified to vote except that a corporation being a member may appoint a person who is not a member.
- 2. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or it notarially certified copy of that power of authority shall be deposited at the office of the Company not less than 48 (forty eight) hours before the time for holding the meeting at which the person named in the instrument purposes to vote, and in default the instrument of a proxy shall not be treated as valid.

# **پراکسی فارم** غیر معمولی اجلاس عام

سمپنی سیرٹری فوجی فرٹیلائرزین قاسم کمیٹٹر ایف ایف بی ایل ٹاور، سی 1/س2 سیٹر۔ بی، جناح بلیوارڈ، ڈی ایج اے ||،اسلام آباد میں اہم ۔۔۔۔۔۔۔ عام میں اہم ۔۔۔۔۔۔ عام اسلام اسل تقعص رجشر دُ فولیونمبر ۔ ۔ ۔ ۔ ۔ ۔ ۔ ۔ ۔ ۔ ۔ ۔ ۔ محترم المحتر مه محترم المحترم علی محترم المحترم المح ممبرہے )۔۔۔۔۔۔کواپنی/ہماری عدم موجو د گی میں کمپنی کے27 جولائی 2021 کوہونے والے غیر معمولی اجلاس عام میں شرکت کرنے ، بحق رائے دہی استعال کرنے یا کسی بھی التواء کی صورت میں اپنا اہمار الطور نمائندہ (پراکسی) مقرر کرتا ہوں ا کرتے ہیں۔ میرے اہمارے دستخط آج بتاریخ۔۔۔۔۔۔۔۔2021 ہوئے۔ پانچ روپے کی ریوینیوٹکٹ دستخط کا مینی میں موجود ستخطی نمونے سے مشابہت ہونا ضروری ہے ید ستخط درج ذیل گوامان کی موجودگی میں کئے گئے: دستخط گواه-1 دستخط گواه-2

ا،مم ہدایات:

- 1- پرائسی مقرر کرنے کیلئے یہ دستاویز مقرر کرنے والے یا اسکے نمائندے کے ہاتھ سے پڑکی جانی چاہیئے یا اگر مقرر کنندہ کارپوریشن (سمپنی) ہے تو دستاویز پر کمپنی کی مہر ہو یا کمپنی کے منائندہ کے ہاتھ سے پڑکی جائے۔ایسے سی بھی شخص کو پرائسی مقرر نہیں کیا جاسکتا جوووٹ ڈالنے کی اہلیت کا حامل کمپنی کاممبر نہ ہو، ماسوائے کارپوریشن (سمپنی) کے جو کسی غیرممبر کو پرائسی مقرر کرسکتی ہے۔
- 2- یہ پراکسی/دستاویزاور پاورآ ف اٹارنی یادیگراختیار(اگرکوئی ہے) جس کے تحت یہ پراکسی دی جارہی ہے کی تصدیق شدہ نقل اجلاس کے انعقاد، جس میں نامز دخض ووٹ ڈالنا چاہتا ہے، سے کم از کم 48 گھنٹے قبل کمپنی کے دفتز میں موصول ہونی چاہیں۔بصورت دیگر دستاویز کا لعدم قر اردے دی جائے گی۔